



# CITY COUNCIL AGENDA

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

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**WORK SESSION**  
**February 16, 2016**  
**6:00 PM**

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## CALL TO ORDER BY MAYOR

### 1 ROLL CALL BY THE CITY CLERK

### 2. **2016 LEGISLATIVE UPDATE**

City Council will receive an update on the 2016 legislative session and provide guidance on proposed state legislation. For information, discussion and direction.

### 3 **ADJOURNMENT**

Respectfully submitted,

Carmen Martinez  
City Clerk

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

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

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

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

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

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



## CITY COUNCIL AGENDA

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**SUBJECT:**

2016 Legislative Update

**MEETING DATE:**

2/16/2016

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**TO:** Mayor and Council

**FROM:** Jessica Blazina

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

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

**BACKGROUND:**

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

February 16<sup>th</sup> is the 33<sup>rd</sup> day of the Second Regular Session of the Fifty-Second Legislature. 1,167 bills, memorials, and resolutions have been introduced to date.

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

**DISCUSSION:**

With the deadline for bill introduction passed, and the deadline for action in the house of origin looming, the Legislature continues to work in committee hearing proposed legislation. The next deadline we are focused on is February 19<sup>th</sup> – the last day of bill consideration in the House of origin.

**HB 2026: municipal tax exemption; residential lease**

This bill would phase out the tax paid by property owners on rental properties for those municipalities with a population of 100,000 persons or more. This bill has a fiscal impact to Avondale of approximately \$2 million annually. While Avondale is not currently captured in this bill as written, this is a second attempt at this legislation and should it become law, there is no guarantee that a change does not occur next year capturing Avondale.

**HB 2483: municipal population estimates; use**

This bill would allow cities and towns to utilize verified population estimates for purposes of shared revenue distribution in lieu of performing a special census. This bill has an emergency clause allowing it to become effective upon signature.

**Public Safety Personnel Retirement System Reform**

Three bills have been introduced by Senator Lesko addressing pension reform. This legislation is the result of numerous stakeholder meetings over the course of 2015.

**BUDGET IMPACT:**

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

**RECOMMENDATION:**

Staff seeks input and direction from Council regarding the 2016 City of Avondale State Legislative Agenda.



# CITY COUNCIL AGENDA

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

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**REGULAR MEETING  
February 16, 2016  
7:00 PM**

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

**1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2 UNSCHEDULED PUBLIC APPEARANCES**

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

**3 CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

Regular Meeting of February 1, 2016

**b. SENIOR PROGRAM FUNDING TRANSFER**

City Council will consider a request to approve an \$86,690 funding transfer from the General Fund to the Senior Programs Fund for the purchase the two replacement vehicles and to establish ongoing replacement funds for these vehicles. The Council will take appropriate action.

**c. LIQUOR LICENSE - PERSON AND LOCATION TRANSFER OF SERIES 7 (BEER AND WINE BAR) - BEVERAGE BARBERS**

City Council will consider a request from Mr. Deon Paul McCalla on behalf of ECM Enterprises LLC for approval of a person and location transfer of a Series 7 (Beer and Wine Bar) Liquor License to be used at Beverage Barbers to be located at 13045 W Rancho Santa Fe Blvd., Suite 104 in Avondale. The Council will take appropriate action.

**d. FINAL PLAT - GATEWAY VILLAGE - APPLICATION PL-15-0267**

City Council will consider a request by Mr. Jeff D. Behrana, Optimus Civil Design Group, on behalf of Vintage Partners, for approval of a Final Plat for 17.08 net acres of property located at the southeast corner of 103rd Avenue and McDowell Road to divide the subject property into eight lots, accommodate future utility improvements, dedicate a detached sidewalk easement to accommodate a portion of the development adjacent to McDowell Road, dedicate public water easements on the property for the benefit of future owners of each lot, abandon previously dedicated right-of-way no longer of use to the City, an 8-foot Public Utility Easement, and a cross access easement south of the 103rd Avenue termination point. The Council will take appropriate action.

**e. CONSTRUCTION CONTRACT AWARD - AUGUST BUILDING COMPANY**

City Council will consider a request to approve a Contract with August Building, in the amount of \$52,250.00, to complete improvements to the exterior of Avondale Auto located at 722 East Western Avenue, Avondale, AZ 85323 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. CONSTRUCTION CONTRACT AWARD TSG CONSTRUCTORS, LLC - WESTERN AVENUE PEDESTRIAN IMPROVEMENTS**

City Council will consider a request to approve a Construction Contract with TSG Constructors, LLC to provide construction services for the Western Avenue Pedestrian Improvements in the amount of \$183,500, authorize necessary transfers to fund this project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

**g. PROFESSIONAL SERVICES AGREEMENT - NFRA, INC- FAIRWAY DRIVE IMPROVEMENTS-VAN BUREN STREET TO THE TRAFFIC INTERCHANGE, PHASE 1**

City Council will consider a request to approve a Professional Services Agreement with Nfra, Inc. to provide design services for the Fairway Drive Improvements-Van Buren Street to the Traffic Interchange, Phase 1 in the amount of \$245,584.95 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. PROFESSIONAL SERVICES AGREEMENT NCS ENGINEERS GATEWAY BOOSTER STATION TREATMENT EXPANSION**

City Council will consider a request to approve a Professional Services Agreement with Narasimhan Consulting Services, Inc. d/b/a NCS Engineers to design the Gateway Booster Station Treatment Expansion in the amount of \$455,843, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take the appropriate action.

**i. PROFESSIONAL SERVICES AGREEMENT DWL ARCHITECTS + PLANNERS, INC. ARCHITECTURAL DESIGN FOR WRF ADMINISTRATION BUILDING**

City Council will consider a request to approve a Professional Services Agreement with DWL Architects + Planners, Inc. to design building improvements for the Water Reclamation Facility Administration Building for \$62,260, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

**j. RESOLUTION 3297-216 - NET POSITION POLICY FOR THE CITY'S ENTERPRISE FUNDS**

City Council will consider a resolution adopting a net position policy for the City's water and sewer enterprise funds. The Council will take the appropriate action.

**k. ORDINANCE 1599-216 - AUTHORIZING AND AGRICULTURAL LEASE KEN SHEELEY RANCHES PARTNERS**

City Council will consider an ordinance authorizing an agricultural lease with Ken Sheely Ranches Partners for a property located at Avondale Boulevard and City Center Drive and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**l. ORDINANCE 1601-216 GRANTING AN EASEMENT TO THE US DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION**

City Council will consider a request to adopt an ordinance authorizing a Contract and Grant of Easement with the U.S. Department of the Interior through the Bureau of

Reclamation for USA Fee Title land associated with the 107th Avenue from Roosevelt Street to Van Buren Street Improvement Project, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents. The Council will take appropriate action.

**4 PUBLIC HEARING - RESOLUTION 3298-216 - APPROVING A RATE SCHEDULE FOR WATER AND WASTEWATER USER CHARGES AND SETTING AN EFFECTIVE DATE**

City Council will hold a public hearing and consider a resolution approving a rate schedule for water and wastewater user charges and setting an effective date. The Council will take the appropriate action.

**5 ORDINANCE 1598-216 - VISTA DEL VERDE PAD AMENDMENT (PL-15-0264)**

City Council will consider an ordinance modifying the Planned Area Development Zoning for real property generally located at the northwest corner of 107th Avenue and Buckeye Road by amending the stipulations to allow phasing of the infrastructure to phasing of overall development. The Council will take appropriate action.

**6 RESOLUTION 3300-216 AND 3301-216 - VISTA DEL VERDE MAINTENANCE IMPROVEMENT DISTRICT**

City Council will consider a resolution declaring its intention to form the City of Avondale Maintenance Improvement District No. 1 - Vista del Verde, providing for the assessment and a second resolution declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

**7 AMENDED FINAL PLAT - VISTA DEL VERDE - PL-15-0263**

City Council will consider a request to approve an amendment to the Final Plat for Vista del Verde to reflect the current effective floodplain limits, modify minimum separation distance between buildings in the typical lot setback detail, correct an incorrect PUE encroachment shown on the Final Plat, reflect the formation of a Maintenance Improvement District, and set forth conditions for abandonment of the temporary retention basin proposed for Tract "CC". The Council will take appropriate action.

**8 PUBLIC HEARING - RESOLUTION 3299-216 AND ORDINANCE 1602-216 - COMPREHENSIVE ZONING ORDINANCE TEXT AMENDMENTS**

City Council will consider a resolution declaring as a public record the City of Avondale Zoning Ordinance, Amended and Restated February 16, 2016, a comprehensive text amendment to the Zoning Ordinance to address Mayor and City Council goals, increase flexibility in development processes, respond to market trends, and provide further consistency with other City plans and policies and an ordinance adopting the same. The Council will take appropriate action.

**9 MEMORANDUM OF UNDERSTANDING - AVONDALE POLICE ASSOCIATION**

City Council will consider a request to approve a Memorandum of Understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2016-2017 and 2017-18 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**10 MEMORANDUM OF UNDERSTANDING - AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION**

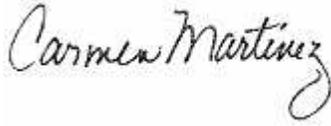
City Council will consider a request to approve a Memorandum of Understanding with the Avondale Professional Firefighters Association, IAF Local 3924, for Fiscal Years 2016-2017 and 2017-2018 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

## 11 EXECUTIVE SESSION

City Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's quarterly evaluation.

## 12 ADJOURNMENT

Respectfully submitted,



Carmen Martinez  
City Clerk

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## CITY COUNCIL AGENDA

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**SUBJECT:**

Senior Program Funding Transfer

**MEETING DATE:**

2/16/2016

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**TO:** Mayor and Council

**FROM:** Abbe Yacoben, Finance and Budget Director (623) 333-2011

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

Staff requests that City Council approve an \$86,690 funding transfer from the General Fund to the Senior Programs Fund to purchase the two replacement vehicles and establish ongoing replacement funds for these vehicles, \$69,600 for vehicle acquisition (object 8120) and \$17,090 for vehicle replacement transfers (object 9861).

**BACKGROUND:**

In previous years, the City accounted for senior program activities in both the General Fund and Senior Programs Fund. During the FY 2016 budget process, staff consolidated senior program activities into a single fund, the Senior Programs Fund, and inadvertently left funding for the two replacement vehicles and related equipment replacement transfers in the General Fund. Both the revenue and expenditures have already been budgeted/appropriated; staff is simply requesting that they be transferred to the proper fund for budgetary and accounting purposes.

The City Council-adopted FY 2016 General Fund budget included an appropriation and corresponding revenue of \$86,690 to purchase the two replacement vehicles and establish ongoing replacement funds for these vehicles.

**DISCUSSION:**

The proposed funds transfer is necessary to correct an inadvertent administrative error that occurred during the FY 2016 budget process and to properly account for and report the Senior Program.

**BUDGET IMPACT:**

As both the revenue and expenditures have already been budgeted, this action has no budgetary impact. However, staff will make a budget adjustment decreasing spending authority in the general fund's vehicle replacement and purchase line items and increase the transfers out of the General Fund to the Senior Programs Fund. There will be a financial reporting impact as the revenue and expenditures will now be shown on the City's financial statements in the proper Senior Programs Fund.

**RECOMMENDATION:**

Staff recommends that City Council approve an \$86,690 funding transfer from the General Fund to the Senior Programs Fund to purchase the two replacement vehicles and establish ongoing replacement funds for these vehicles; \$69,600 for vehicle acquisition (object 8120) and \$17,090 for vehicle replacement transfers (object 9861).



## CITY COUNCIL AGENDA

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**SUBJECT:**

Liquor License - Person and Location Transfer of Series 7 (Beer and Wine Bar) - Beverage Barbers

**MEETING DATE:**

2/16/2016

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

**PURPOSE:**

Staff is recommending approval of a request by Mr. Deon Paul McCalla on behalf of ECM Enterprises LLC for a person and location transfer of a Series 7 (Beer and Wine Bar) Liquor License to be used at Beverage Barbers to be located at 13045 W Rancho Santa Fe Blvd., Suite 104 in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application from Mr. Deon Paul McCalla for a Person and Location transfer of a Series 7 (Beer and Wine Bar) liquor license to be used at Beverage Barbers to be located at 13045 W Rancho Santa Fe Blvd, Ste 104 in Avondale.

In addition to hair cutting and styling services in a sports bar themed environment, Beverage Barbers will offer beer and wine for sale and consumption on premises as an accessory to the primary barber shop use. The property is currently zoned C-2 (Community Commercial) and is within the area designated in the General Plan as Freeway Commercial, personal services establishments such as a barber shop are allowed within these designations. No additional zoning approvals are required for the sale of beer and wine as it is considered an accessory use to the barber shop services.

The fees in the amount of \$1,150 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 January 21, 2016. Notices were published in the West Valley View on February 3 and 10, 2016. 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 a request by Mr. Deon Paul McCalla on behalf of ECM Enterprises LLC for a person and location transfer of a Series 7 (Beer and Wine Bar) Liquor License to be used at Beverage Barbers to be located at 13045 W Rancho Santa Fe Blvd., Suite 104 in Avondale.

**ATTACHMENTS:****Description**

[Application and supporting documents - Beverage Barbers](#)

SERIES 07 (BEER AND WINE BAR) LIQUOR LICENSE APPLICATION  
FOR BEVERAGE BARBERS

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

APPLICATION  
DEPARTMENTAL REVIEW  
POSTING PHOTOS  
VICINITY MAP

<http://www.avondale.org/DocumentCenter/View/38051>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Final Plat - Gateway Village - Application PL-15-0267

**MEETING DATE:**

2/16/2016

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**TO:**

Mayor and Council

**FROM:**

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

**THROUGH:**

David Fitzhugh, City Manager (623) 333-1014

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**REQUEST:**

Approval of the Final Plat that divides the subject property into eight lots, abandons previously dedicated right-of-way, PUE's, and cross access easements no longer necessary for the Gateway Village development, dedicates a public sidewalk easement to accommodate construction of a shaded walkway, dedicates and realigns cross access that is consistent with the adjacent Park 10 and Gateway Crossing developments, and dedicates public water easements on the property to benefit future owners of each lot.

**PARCEL SIZE:**

Approximately 17.08 Net Acres

**LOCATION:**

Southeast Corner of McDowell Road and 103<sup>rd</sup> Avenue (Exhibits A and B)

**APPLICANT:**

Mr. Jeff D. Behrana, Optimus Civil Design Group, (602) 286-9300

**OWNER:**

David Scholl, Vintage Partners (602) 549-9924

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**BACKGROUND:**

On February 17, 2015, the City Council approved application PL-14-0224, rezoning the undeveloped subject property from Agriculture to C-3 Freeway Commercial for the Gateway Village development. Prior to the 2015 Council action, the property had been subject to several rezoning applications in the past.

A Master Site Plan for the Gateway Village development was approved subject to conditions on November 3, 2015 (Exhibit D). The approved Site Plan divides the property into eight separate lots totaling 593,000 square feet.

All private on-site improvements within the development will be completed in the initial phase of development including paving, retention, landscaping, dustproofing, and site lighting. All perimeter off-site improvements adjacent to the Gateway Village Development will be completed in the initial phase of development as well.

Final construction documents and civil plans are currently in review by the City. Approval of this Final Plat, dedicating needed rights-of-way and easements, is required before those final plans can be approved and the City can issue construction permits for the Gateway Village Development.

## **SUMMARY OF REQUEST:**

The proposed Final Plat divides the property into 8 lots, in conformance with the approved Master Site Plan, as follows:

- **Lot 1:** An approximate 1.15 acre parcel to be developed with Gateway Village as a single-tenant drive-thru with associated on-site improvements (e.g. parking, landscaping, and lighting, etc.).
- **Lot 2:** An approximate 1.02 acre parcel, to be developed with Gateway Village as a multi-tenant building with associated on-site improvements (e.g. parking, landscaping, and lighting, etc.).
- **Lot 3:** An approximate 1.56 acre parcel, to be developed with Gateway Village as a multi-tenant building with associated on-site improvements (e.g. parking, landscaping, and lighting, etc.).
- **Lot 4:** An approximate 1.35 acre parcel to be developed with Gateway Village as a single-tenant drive-thru subject to a Conditional Use Permit with associated on-site improvements (e.g. parking, landscaping, and lighting, etc.).
- **Lot 5:** An approximate 1.71 acre parcel, to be developed with Gateway Village as a multi-tenant building with associated on-site improvements (e.g. parking, landscaping, and lighting, etc.).
- **Lot 6:** An approximate 3.22 acre parcel, to be delivered for future development of an unrelated use.
- **Lot 7:** An approximate 2.51 acre parcel, to be to be delivered for future development of an unrelated use. .
- **Lot 8:** An approximate 2.81 acre parcel, to be to be delivered for future development (Sportsman's Warehouse).

The proposed Final Plat also dedicates and abandons rights-of-way and easements, in conformance with the approved Master Site Plan, as follows:

- **Right-of-Way:** The proposed Final Plat abandons an existing 40-foot wide section of right-of-way, approximately 340-feet in length, south of the termination point of the 103<sup>rd</sup> Avenue alignment. Earlier dedications on the Park 10 and Gateway Village sites anticipated the 103<sup>rd</sup> Avenue alignment to continue south the entire length of the parcel. The cross access connections points for the two developments are now located at the midpoint of the parcels rendering the remaining dedication to the south useless.
- **Public Utility Easements:** The proposed Final Plat abandons an existing 8-foot deep public utility easement (PUE), approximately 340-feet in length, south of the termination point of the 103<sup>rd</sup> Avenue.
- **Cross Access/Drainage/Utility Easement:** The proposed Final Plat abandons an existing 35-foot section of an existing cross access easement between Lots 5 and 6 in order to align with Park 10 to the west. Additionally, the proposed Final Plat dedicates additional cross access and utility easements across Lots 1 through 8. This blanket easement allows all owners within the

platted subdivision to utilize the on-site infrastructure, including retention basins, driveways, parking, and utilities.

**Sidewalk Easement:** The proposed Final Plat dedicates an 8-foot public sidewalk easement along a 500-foot section of McDowell Road east of 103<sup>rd</sup> Avenue.

**PARTICIPATION:**

Public notification is not required for Final Plat applications.

**PLANNING COMMISSION ACTION:**

The Planning Commission does not review Final Plat applications.

**ANALYSIS:**

- The proposed Final Plat has been reviewed and confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The proposed Final Plat conforms to the approved Master Site Plan for the Gateway Village, dedicating and abandoning rights-of-way and easements as necessary to serve that future development.
- Approval of the Final Plat is required before the City may issue permits for construction of the Gateway Village project.

**FINDINGS:**

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

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** application PL-15-0267 as part of the February 16, 2016 consent agenda.

**PROPOSED MOTION:**

I move that the City Council **APPROVE** application PL-15-0267, a request for approval of a Final Plat for Gateway Village, located at the southeast corner of McDowell Road and 103<sup>rd</sup> Avenue.

**ATTACHMENTS:**

**Description**

[Exhibit A Zoning Vicinity Map](#)

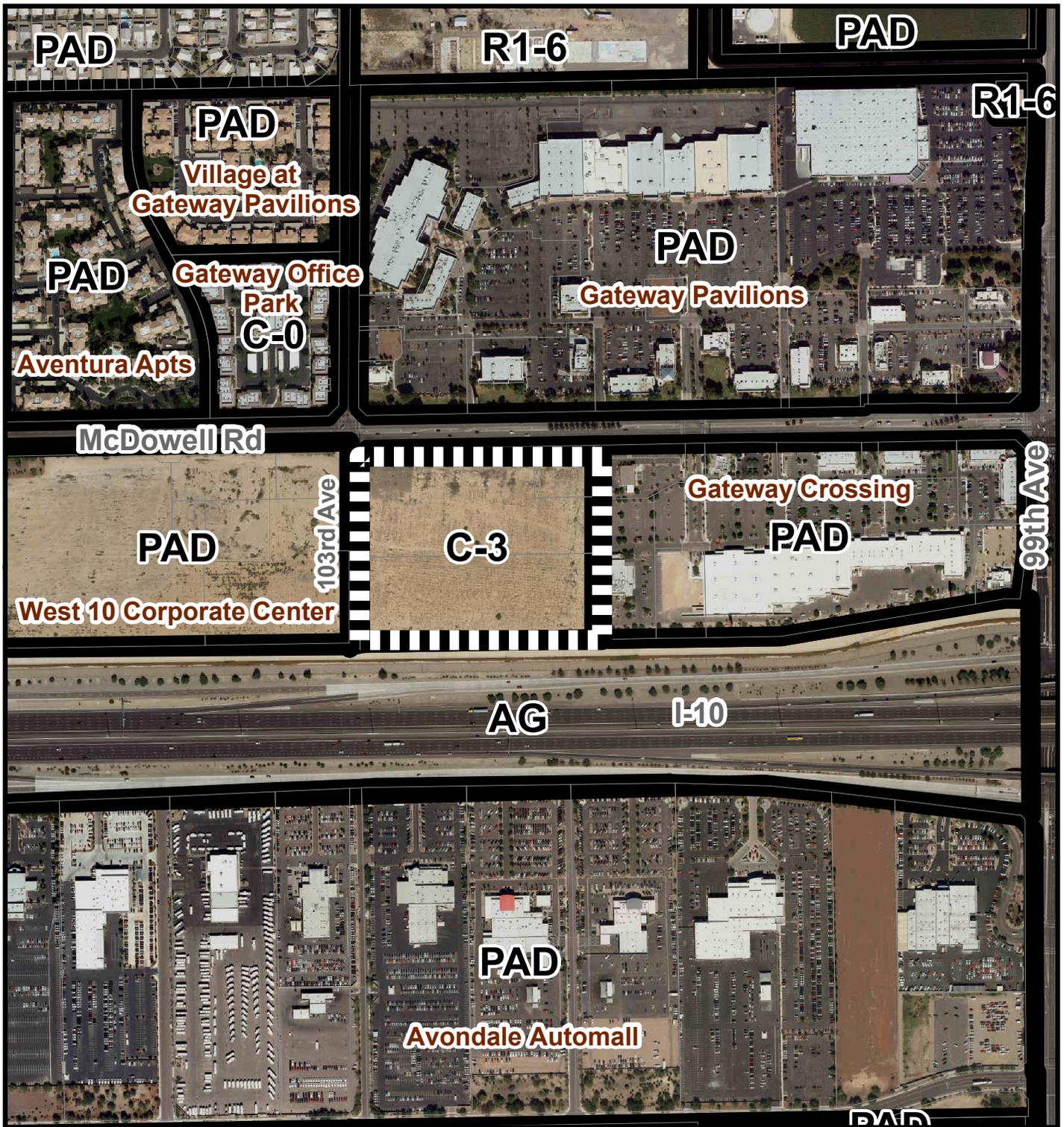
[Exhibit B Aerial Photograph](#)

[Exhibit C Proposed Final Plat](#)

[Exhibit D Approved Gateway Village Site Plan](#)

**PROJECT MANAGER**

Rick Williams, Planner II (623) 333-4018

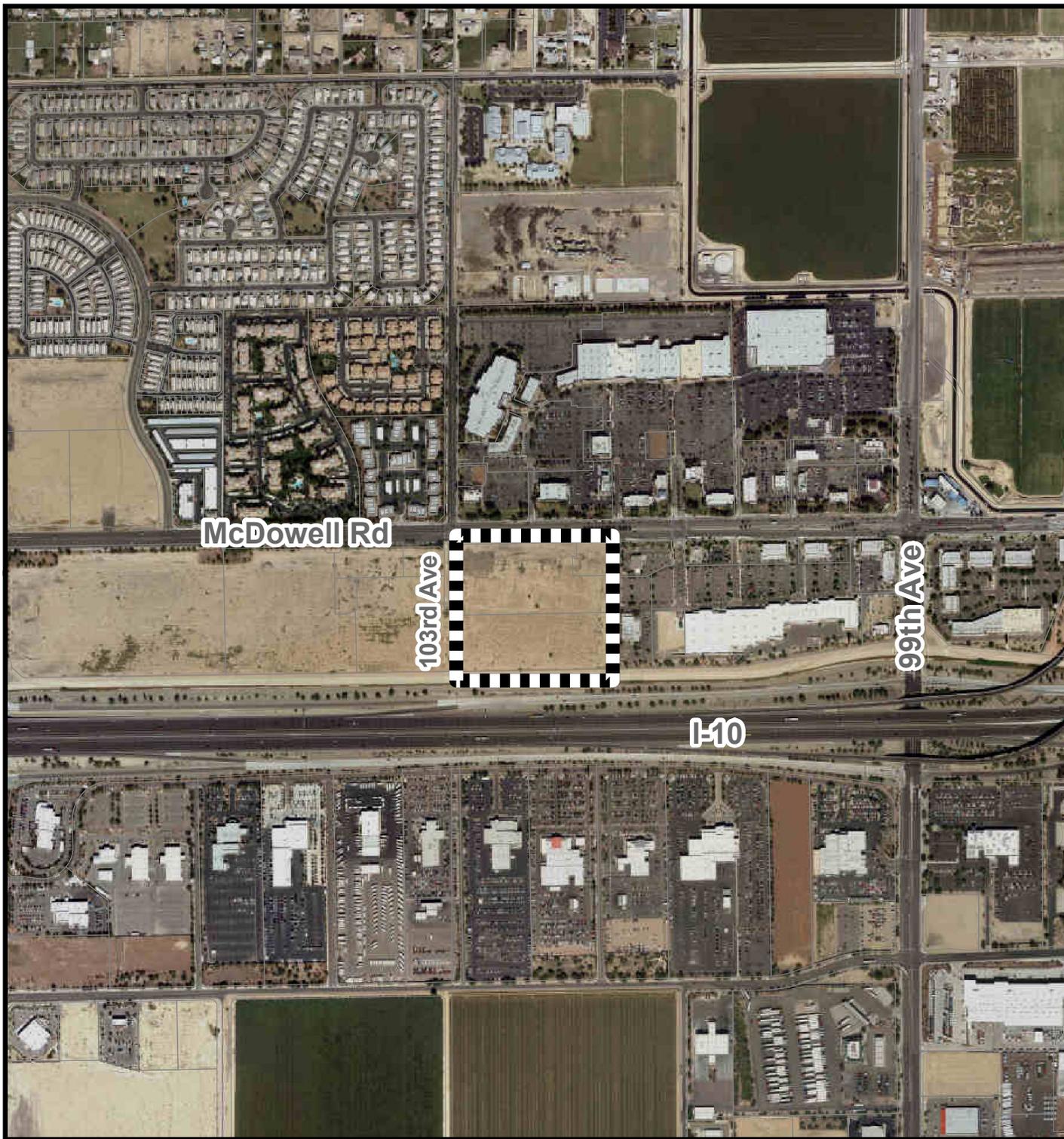


# Zoning Map



Subject Property





## 2014 Aerial Photograph



Subject Property



FINAL PLAT – GATEWAY VILLAGE

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38108>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Construction Contract Award - August Building Company

**MEETING DATE:**

2/16/2016

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

Staff requests City Council approval a construction contract with August Building, in the amount of \$52,250.00, to complete improvements to the exterior of Avondale Auto located at 722 East Western Avenue, Avondale, AZ 85323 through the City's Business Improvement Program.

**BACKGROUND:**

To further neighborhood revitalization goals in Historic Avondale, the City created a Business Improvement Program to assist commercial property owners with exterior/facade improvements, including but not limited to: windows, doors, painting, stucco treatment, signage, lighting and awnings. The purpose is to improve the visual appearance of buildings along Western Avenue while preserving the unique and original Historic Avondale main street character. Participating business owners must be located in Historic Avondale and are required to prepare business plans, be current on taxes, and have a valid business license. Avondale Auto, located on the corner of Western Avenue and Dysart is a gateway property into the Historic Avondale area and this project is aligned with the Business Improvement Program goals.

Staff coordinated with BoArch architects and the Avondale Auto property owners to prepare a design concept for exterior renovations. The design concept includes paint, stucco repair, awning, signage, demolition of double doors facing Western Avenue, and decorative wainscots. Once the design concept was complete, the Neighborhood and Family Services Department in conjunction with the Finance Department conducted an Invitation for Bids (IFB) process for construction services. August Building was determined to be the lowest, responsible and qualified bidder.

**DISCUSSION:**

Staff worked with BoArch Architects and the Avondale Auto property owners to prepare a design concept for exterior renovations. The proposed improvements include paint, stucco repair, awning, signage, demolition of double doors facing Western Avenue, and decorative wainscots in between the garage doors.

Following the completion of the design concept, an Invitation for Bid (IFB) process was held for construction services. Details of the bid process are as follows:

There were two Invitations for Bid (IFB) for this project. The first IFB notices were published in the West Valley View on October 20 and October 27, 2015 and in the Arizona Business Gazette on October 15, 2015. A mandatory pre-bid meeting was held on October 27, 2015, with a bid deadline

and bid opening of November 23, 2015. The City received two bid responses that were not within the project budget.

Due to budget limitations, the scope of work was amended. The second IFB notices were published in the West Valley View on January 13 and 20, 2016 and in the Arizona Business Gazette on January 7, 2016. A non-mandatory pre-bid meeting was held on Thursday, January 14, 2016 and a bid opening on Thursday, January 28, 2016. The bid packages were reviewed and the four submitted bids met the bidding requirements. The four firms meeting the bid requirements and the amount of their bids are as follows:

| <b>Firm</b>     | <b>Base Bid</b> | <b>Bid Alternate</b> |
|-----------------|-----------------|----------------------|
| GCon            | \$65,412.00     | \$25,117.00          |
| SBA Skyline     | \$59,979.14     | \$66,081.33          |
| August Building | \$52,250.00     | \$45,485.00          |
| NCI 2           | \$99,970.00     | \$23,907.00          |

Please see the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

With a base bid of \$52,250.00, August Building, was determined to have submitted the lowest, responsible and qualified bid. August Building has successfully completed other business improvement projects along Western Avenue.

The project is scheduled to be completed within ninety days of issuance of the Notice to Proceed. The contract is on file with the City Clerk.

#### **BUDGET IMPACT:**

The project will be funded with up to \$52,250.00 in Community Development Block Grant funds from the following account codes:

- 240-7598-14-6180
- 240-7598-15-6180
- 240-7598-16-6180

#### **RECOMMENDATION:**

Staff recommends City Council approve the construction contract with August Building in the amount of \$52,250.00, to complete improvements to the exterior of Avondale Auto located at 722 East Western Avenue, Avondale, AZ 85323 and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

#### **ATTACHMENTS:**

##### **Description**

[Final Bid Tabulation](#)

[Contract - August Building Company](#)



IFB NFS 16-08.2 Avondale Auto Service & Repair Façade Improvements  
 Bid Opening January 28, 2016

|                        |                          |      | August Building    | G Con              | SMA Skyline         | NCI 2               |
|------------------------|--------------------------|------|--------------------|--------------------|---------------------|---------------------|
| Item                   | Description              | Qty. |                    |                    |                     |                     |
| 1                      | Signage & Electrical     | 1    | \$20,250.00        | \$20,527.00        | \$25,133.02         | \$18,058.00         |
| 2                      | Patch & Paint Stucco     | 1    | \$32,000.00        | \$44,885.00        | \$34,846.12         | \$81,912.00         |
| Base Bid Total         |                          |      | \$52,250.00        | \$65,412.00        | \$59,979.14         | \$99,970.00         |
| Alternate Items        |                          |      |                    |                    |                     |                     |
| 1                      | Paraphet Extension       | 1    | \$5,400.00         | \$9,220.00         | \$15,872.12         | \$5,433.00          |
| 2                      | Aluminum Doors & Windows | 1    | \$9,720.00         | \$9,707.00         | \$25,188.56         | \$10,555.00         |
| 3                      | Roof Gutter              | 1    | \$24,265.00        | \$2,840.00         | \$15,773.84         | \$4,655.00          |
| 4                      | Handrail                 | 1    | \$6,100.00         | \$3,350.00         | \$9,246.81          | \$3,264.00          |
| Alternate Bid Totals   |                          |      | \$45,485.00        | \$25,117.00        | \$66,081.33         | \$23,907.00         |
| <b>TOTAL BID</b>       |                          |      | <b>\$97,735.00</b> | <b>\$90,529.00</b> | <b>\$126,060.47</b> | <b>\$123,877.00</b> |
| Submittal Requirements |                          |      |                    |                    |                     |                     |
| Signed Bid Offer       |                          |      | Yes                | Yes                | Yes                 | Yes                 |
| Complete Copy of IFB   |                          |      | Yes                | Yes                | Yes                 | Yes                 |
| Addendum 1             |                          |      | Yes                | Yes                | Yes                 | Yes                 |
| Price Sheet            |                          |      | Yes                | Yes                | Yes                 | Yes                 |
| Licenses               |                          |      | Yes                | Yes                | Yes                 | Yes                 |
| Bid Bond               |                          |      | Yes                | Yes                | Yes                 | Yes                 |
| References             |                          |      | Yes                | Yes                | Yes                 | Yes                 |

Submitted By

Procurement Administrator:

R. Brown 2/2/2016

Approved By

City Representative:

Kashy 2-2-16

CONSTRUCTION CONTRACT AWARD – AUGUST BUILDING COMPANY

DUE TO ITS SIZE, THIS DOCUMENT  
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<http://www.avondale.org/DocumentCenter/View/38104>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Construction Contract Award TSG Constructors, LLC - Western Avenue Pedestrian Improvements

**MEETING DATE:**

2/16/2016

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

Staff is requesting that City Council approve a Construction Contract with TSG Constructors, LLC to provide construction services for the Western Avenue Pedestrian Improvements in the amount of \$183,500, authorize the transfer of \$15,500 from CIP One Time Fund Line Item 322-1354-00-8225, Wayfinding Sign Program to CIP Street Fund Line Item 304-1335-00-8420, Western Avenue Sidewalks, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City's Capital Improvement Program includes a project to enhance the streetscape between 4th Street and Dysart Road and provide amenities to residents, pedestrians, shoppers, and business owners. These enhancements will be done at three (3) locations along Western Avenue within City right-of-way; the northwest corner of 5th Street, the southeast corner of 7th Street and in front of the Sam Garcia Library.

**DISCUSSION:**

The Western Avenue Pedestrian Improvements will include the installation of pedestrian pocket park improvements at the three locations (see vicinity map). Pocket parks (parklettes) are small parks that are accessible to the general public and provide a place to sit with greenery and shade.

The main scope of work for this project will include:

- Brick paving
- Landscaping
- Irrigation
- Installation of steel grates and drainage elements
- Installation of seatwalls, benches and stool chairs, litter receptacles, screen fencing, and a bar counter table top

**BID PROCESS:**

Requests-for-Bid notices were published in the West Valley View on January 13 and January 20, 2016 and the Arizona Business Gazette on January 14, 2016. The Development and Engineering

Services Department held a non-mandatory pre-bid meeting on January 20, 2016. Four (4) bids were received and opened on February 4, 2016. Each bid package was reviewed and two (2) bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

| <b>BIDDER</b>         | <b>TOTAL BID AMOUNT</b> | <b>DBE</b> |
|-----------------------|-------------------------|------------|
| Banicki Construction  | \$201,069               | No         |
| TSG Constructors, LLC | \$183,500               | No         |

TSG Constructors, LLC with a bid of \$183,500 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes TSG Constructors, LLC to be competent and qualified for this project. TSG Constructors, LLC has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this Contractor.

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

**SCHEDULE:**

A tentative construction schedule is as follows:

| <b>PROJECT MILESTONES</b>   | <b>TARGET DATES</b> |
|-----------------------------|---------------------|
| Issue Notice of Award       | 2/17/16             |
| Pre-Construction Conference | 2/22/16             |
| Notice-to-Proceed           | 2/29/16             |
| Begin Construction          | 2/29/16             |
| Project Completion          | 5/29/16             |

**BUDGET IMPACT:**

Funding for this project in the amount of \$15,500 is available in CIP One Time Fund Line Item 322-1354-00-8225, Wayfinding Sign Program, and is proposed to be transferred to CIP Street Fund Line Item No. 304-1335-00-8420. The remaining \$168,000 is available in CIP Street Fund Line Item No. 304-1335-00-8420, Western Avenue Sidewalks.

**RECOMMENDATION:**

Staff recommends that City Council approve a Construction Contract with TSG Constructors, LLC to provide construction services for the Western Avenue Pedestrian Improvements in the amount of \$183,500, authorize the transfer of \$15,500 from CIP One Time Fund Line Item 322-1354-00-8225, Wayfinding Sign Program to CIP Street Fund Line Item 304-1335-00-8420, Western Avenue Sidewalks, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[Vicinity Map](#)

[Bid Tab](#)

[Contract - TSG Constructors, LLC](#)



**gis** Map Created : 2/3/2016  
By Engineering and Development Services

# Western Avenue Parklettes Locations



**CITY OF AVONDALE  
 BID TABULATION SHEET  
 Solicitation # EN16-022 Western Avenue Pedestrian Improvements  
 BID DATE: February 4, 2016**

|           |  |      |       | Banicki Construction, Inc. |             | TSG Constructors, LLC |             | EconoSmart |             | Nickle Contracting |             |
|-----------|--|------|-------|----------------------------|-------------|-----------------------|-------------|------------|-------------|--------------------|-------------|
| Item No.  | Description of Materials and/or Services                                     | Qty  | Unit  | Unit Price                 | Total Price | Unit Price            | Total Price | Unit Price | Total Price | Unit Price         | Total Price |
| 105.80010 | Construction Staking, Survey, and Layout                                     | 1    | LS    | \$5,700.00                 | \$5,700.00  | \$1,100.00            | \$1,100.00  |            | \$0.00      |                    | \$0.00      |
| 107.20010 | Permits  | 1    | LS    | \$2,400.00                 | \$2,400.00  | \$500.00              | \$500.00    |            | \$0.00      |                    | \$0.00      |
| 109.10010 | Mobilization/Demobilization  | 1    | LS    | \$9,352.75                 | \$9,352.75  | \$22,000.00           | \$22,000.00 |            | \$0.00      |                    | \$0.00      |
| 109.50010 | Miscellaneous Reimbursable (Allowance)                                       | 1    | ALLOW | \$8,500.00                 | \$8,500.00  | \$8,500.00            | \$8,500.00  |            | \$0.00      |                    | \$0.00      |
| 201.10000 | Clearing & Grubbing (Removals Including Grading for Swales)                  | 1    | LS    | \$12,000.00                | \$12,000.00 | \$16,000.00           | \$16,000.00 |            | \$0.00      |                    | \$0.00      |
| 340.01005 | Core Drill Existing Concrete Curb  | 2    | EA    | \$130.00                   | \$260.00    | \$250.00              | \$500.00    |            | \$0.00      |                    | \$0.00      |
| 342.01200 | Pedestrian Brick Pavers (On Sand w/6" Concrete Slurry)                       | 635  | SF    | \$13.75                    | \$8,731.25  | \$9.00                | \$5,715.00  |            | \$0.00      |                    | \$0.00      |
| 342.01300 | Paver Drain  | 41   | LF    | \$66.00                    | \$2,706.00  | \$74.00               | \$3,034.00  |            | \$0.00      |                    | \$0.00      |
| 345.01400 | Valve Adjustments, MAG Std Detail 391-1 Type C (Modified)                    | 1    | EA    | \$1,000.00                 | \$1,000.00  | \$700.00              | \$700.00    |            | \$0.00      |                    | \$0.00      |
| 430.01005 | Plants 5 Gallon (Accents for Planters)                                       | 33   | EA    | \$65.00                    | \$2,145.00  | \$26.00               | \$858.00    |            | \$0.00      |                    | \$0.00      |
| 430.01025 | Shrubs 5 Gallon  | 83   | EA    | \$65.00                    | \$5,395.00  | \$22.00               | \$1,826.00  |            | \$0.00      |                    | \$0.00      |
| 430.01053 | Tree 36" Box   | 1    | EA    | \$750.00                   | \$750.00    | \$600.00              | \$600.00    |            | \$0.00      |                    | \$0.00      |
| 430.30000 | 2" Thick Decomposed Granite  | 1152 | SF    | \$3.00                     | \$3,456.00  | \$0.75                | \$864.00    |            | \$0.00      |                    | \$0.00      |
| 440.01200 | ¾" Drip Lateral Pip (SCH 40 PVC)   | 388  | LF    | \$5.00                     | \$1,940.00  | \$2.00                | \$776.00    |            | \$0.00      |                    | \$0.00      |
| 440.01201 | 1" Mainline Pipe (SCH 40 PVC) Including Tie-in to Existing Irrigation System | 15   | LF    | \$20.00                    | \$300.00    | \$3.00                | \$45.00     |            | \$0.00      |                    | \$0.00      |
| 440.01202 | 2" Sleeve (SCH 40 PVC)   | 48   | LF    | \$24.00                    | \$1,152.00  | \$6.00                | \$288.00    |            | \$0.00      |                    | \$0.00      |
| 440.01203 | 3" Sleeve (SCH 40 PVC)   | 32   | LF    | \$19.00                    | \$608.00    | \$7.00                | \$224.00    |            | \$0.00      |                    | \$0.00      |
| 440.01109 | 1" Ball Valve Assembly   | 1    | EA    | \$410.00                   | \$410.00    | \$121.00              | \$121.00    |            | \$0.00      |                    | \$0.00      |



**CITY OF AVONDALE**  
**BID TABULATION SHEET**  
**Solicitation # EN16-022 Western Avenue Pedestrian Improvements**  
**BID DATE: February 4, 2016**

|           |   |     |      | Banicki Construction, Inc. |             | TSG Constructors, LLC |             | EconoSmart |             | Nickle Contracting |             |
|-----------|---|-----|------|----------------------------|-------------|-----------------------|-------------|------------|-------------|--------------------|-------------|
| Item No.  | Description of Materials and/or Services  | Qty | Unit | Unit Price                 | Total Price | Unit Price            | Total Price | Unit Price | Total Price | Unit Price         | Total Price |
| 440.01110 | 1" Quick Coupling Valve   | 1   | EA   | \$275.00                   | \$275.00    | \$121.00              | \$121.00    |            | \$0.00      |                    | \$0.00      |
| 440.01111 | ¾" Lateral End Cap Flush Valve Assembly   | 5   | EA   | \$75.00                    | \$375.00    | \$40.00               | \$200.00    |            | \$0.00      |                    | \$0.00      |
| 440.01300 | Remove Existing Electric Valves (Includes Drip Pressure Regulators and Filters) | 1   | LS   | \$700.00                   | \$700.00    | \$240.00              | \$240.00    |            | \$0.00      |                    | \$0.00      |
| 440.03000 | Multi-Outlet Emitter  | 6   | EA   | \$65.00                    | \$390.00    | \$25.00               | \$150.00    |            | \$0.00      |                    | \$0.00      |
| 440.03001 | Single Outlet Emitter   | 116 | EA   | \$25.00                    | \$2,900.00  | \$11.00               | \$1,276.00  |            | \$0.00      |                    | \$0.00      |
| 440.50001 | Electric Valve 1" (Drip Remote Control Valve Assembly)                          | 2   | EA   | \$1,200.00                 | \$2,400.00  | \$320.00              | \$640.00    |            | \$0.00      |                    | \$0.00      |
| 505.01510 | Concrete Seatwall with Tile   | 56  | LF   | \$450.00                   | \$25,200.00 | \$600.00              | \$33,600.00 |            | \$0.00      |                    | \$0.00      |
| 505.01515 | Concrete Retaining Curb at Library  | 26  | LF   | \$55.00                    | \$1,430.00  | \$77.00               | \$2,002.00  |            | \$0.00      |                    | \$0.00      |
| 515.10010 | Solid Metal Plate   | 174 | SF   | \$47.00                    | \$8,178.00  | \$46.00               | \$8,004.00  |            | \$0.00      |                    | \$0.00      |
| 515.10020 | Modify Existing Grates at Library   | 1   | LS   | \$7,100.00                 | \$7,100.00  | \$500.00              | \$500.00    |            | \$0.00      |                    | \$0.00      |
| 515.10001 | Existing 6' Bench Re-Surface and Relocate                                       | 1   | EA   | \$2,300.00                 | \$2,300.00  | \$2,100.00            | \$2,100.00  |            | \$0.00      |                    | \$0.00      |
| 515.10002 | Existing Litter Receptacle Re-Surface and Relocate                              | 1   | EA   | \$1,575.00                 | \$1,575.00  | \$1,500.00            | \$1,500.00  |            | \$0.00      |                    | \$0.00      |
| 515.10003 | Litter Receptacle   | 1   | EA   | \$2,500.00                 | \$2,500.00  | \$1,500.00            | \$1,500.00  |            | \$0.00      |                    | \$0.00      |
| 515.10004 | Decorative Screen Fence and Bar Counter System                                  | 1   | LS   | \$15,000.00                | \$15,000.00 | \$20,266.00           | \$20,266.00 |            | \$0.00      |                    | \$0.00      |
| 515.10005 | Bar Stool Chairs  | 5   | EA   | \$970.00                   | \$4,850.00  | \$670.00              | \$3,350.00  |            | \$0.00      |                    | \$0.00      |
| 515.10006 | Umbrella w/Stand  | 3   | EA   | \$1,200.00                 | \$3,600.00  | \$840.00              | \$2,520.00  |            | \$0.00      |                    | \$0.00      |
| 515.10007 | Table   | 3   | EA   | \$4,500.00                 | \$13,500.00 | \$960.00              | \$2,880.00  |            | \$0.00      |                    | \$0.00      |
| 516.10001 | Checkerboard Table  | 3   | EA   | \$1,730.00                 | \$5,190.00  | \$3,900.00            | \$11,700.00 |            | \$0.00      |                    | \$0.00      |



**CITY OF AVONDALE**  
**BID TABULATION SHEET**  
**Solicitation # EN16-022 Western Avenue Pedestrian Improvements**  
**BID DATE: February 4, 2016**

|  |   |     |      | Banicki Construction, Inc. |              | TSG Constructors, LLC |              | EconoSmart |             | Nickle Contracting |             |
|--|---|-----|------|----------------------------|--------------|-----------------------|--------------|------------|-------------|--------------------|-------------|
| Item No.   | Description of Materials and/or Services                  | Qty | Unit | Unit Price                 | Total Price  | Unit Price            | Total Price  | Unit Price | Total Price | Unit Price         | Total Price |
| 516.10002  | Checkerboard Chair  | 5   | EA   | \$1,300.00                 | \$6,500.00   | \$1,300.00            | \$6,500.00   |            | \$0.00      |                    | \$0.00      |
| 517.10001  | Fiberglass Planter on Brick Pavers w/Drain Sump, Size 'A' | 3   | EA   | \$2,700.00                 | \$8,100.00   | \$1,700.00            | \$5,100.00   |            | \$0.00      |                    | \$0.00      |
| 517.10002  | Fiberglass Planter on Brick Pavers w/Drain Sump, Size 'B' | 1   | EA   | \$2,000.00                 | \$2,000.00   | \$1,100.00            | \$1,100.00   |            | \$0.00      |                    | \$0.00      |
| 517.10003  | Fiberglass Planter in DG Zone w/Drain Sump, Size 'B'      | 2   | EA   | \$2,000.00                 | \$4,000.00   | \$1,300.00            | \$2,600.00   |            | \$0.00      |                    | \$0.00      |
| 517.10004  | Fiberglass Planter at Library, Size 'A'                   | 6   | EA   | \$2,700.00                 | \$16,200.00  | \$2,000.00            | \$12,000.00  |            | \$0.00      |                    | \$0.00      |
| <b>TOTAL*</b>  |   |     |      |                            | \$201,069.00 |                       | \$183,500.00 |            | \$0.00      |                    | \$0.00      |
| <b>TOTAL SUBMITTED BY BIDDER</b>                           |   |     |      |                            | \$201,069.00 |                       | \$187,000.00 |            |             |                    |             |
| <b>Met Requirements and Required Attachments Included?</b> |   |     |      |                            | Yes          |                       | Yes          |            | No          |                    | No          |

\*All bids are presumed to include all applicable taxes.

Calculation or Extension Error

CONSTRUCTION CONTRACT AWARD – TSG CONSTRUCTORS, LLC

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## CITY COUNCIL AGENDA

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**SUBJECT:**

Professional Services Agreement - Nfra, Inc-  
Fairway Drive Improvements-Van Buren Street to  
the Traffic Interchange, Phase 1

**MEETING DATE:**

2/16/2016

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

Staff is requesting City Council to approve a Professional Services Agreement with Nfra, Inc. to provide design services for the Fairway Drive Improvements-Van Buren Street to the Traffic Interchange, Phase 1 in the amount of \$245,584.95 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City's current Capital Improvement Program includes a project to construct roadway improvements to Fairway Drive between Van Buren Street and Arizona Department of Transportation's (ADOT's) proposed I-10 - Fairway Drive traffic interchange (see attached vicinity map). Phase 1 of this project will realign and construct new Fairway Drive roadway improvements from Garfield Street to Corporate Drive. Improvements will include a 5 lane roadway section beginning at Garfield Street and tapering down to a 3 lane roadway section at Corporate Drive. The 5 lane roadway section will match ADOT's roadway section for their interchange. Phase II of this project will include constructing Fairway Drive to its ultimate width of 5 lanes between Garfield Street and Van Buren Street along with Van Buren Street-Fairway Drive intersection improvements. Phase II is currently programmed in the CIP for Fiscal Years 2019 and 2020.

**DISCUSSION:**

The Fairway Drive roadway improvements will include curb, gutter, sidewalk, asphalt pavement, street lights and landscaping between Garfield Street and Corporate Drive. In order for Fairway Drive to match ADOT's traffic interchange, the proposed Fairway Drive-Garfield Street intersection will be constructed approximately 120 feet east of the existing intersection. This will require the City to purchase additional right-of-way from the adjacent property owner, Lapour Avondale One, LLC. This project will also construct a new private irrigation channel along the east side of Fairway Drive. The irrigation water pumped from the existing well site at Garfield Street will need to be piped under Fairway Drive into this new channel to provide irrigation water to the downstream properties.

The scope of this project will include, but is not limited to:

- Roadway Design
- Drainage Design and Report
- Construction Plans, Specifications and Estimates

- Land Appraisal for Right of Way Purchase
- Geotechnical Report/Pavement Analysis
- Right-of-Way Survey
- Public Outreach to Adjacent Property Owners

**SELECTION PROCESS:**

In accordance with the City's Procurement Policy, the City published a Request for Statements of Qualifications on November 3, 2015. The City received thirteen (13) responsive Statements of Qualifications which were evaluated by a panel of City staff. Nfra, Inc. was selected as the most qualified firm to provide engineering design services for this project. Staff requested, received and negotiated a proposal from Nfra, Inc. for delivery of construction plans, specifications, and engineering estimates for this project. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of \$245,584.95.

**SCHEDULE:**

The tentative schedule for design is:

Design:

Notice to Proceed - March 2016

60% Plans - June 2016

Final Plans -January 2017

**BUDGET IMPACT:**

Funding for this project is available in CIP Street Fund Line Item No. 304-1336-00-8420, Fairway Drive Improvements.

**RECOMMENDATION:**

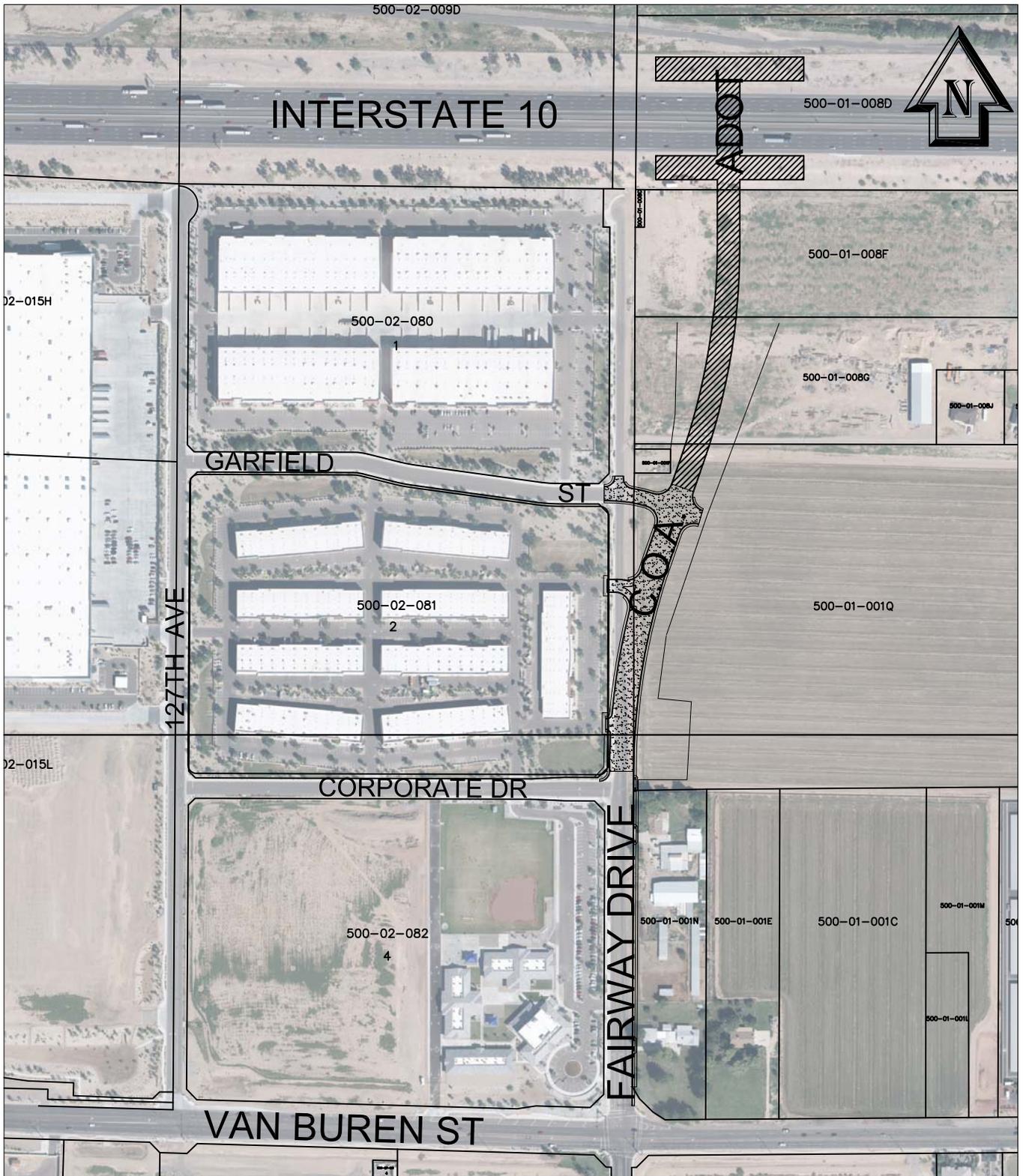
Staff recommends that the City Council approve a Professional Services Agreement with Nfra, Inc. to provide design services for the Fairway Drive Improvements-Van Buren Street to the Traffic Interchange, Phase I in the amount of \$245,584.95 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:****Description**

[Vicinity Map](#)

[PSA - NFRA](#)

# CITY OF AVONDALE VICINITY MAP



ST 1336 – FAIRWAY DRIVE IMPROVEMENTS  
VAN BUREN STREET TO THE TRAFFIC INTERCHANGE

PSA – NFRA INC. – FAIRWAY DRIVE IMPROVEMENTS

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## CITY COUNCIL AGENDA

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**SUBJECT:**

Professional Services Agreement NCS  
Engineers Gateway Booster Station Treatment  
Expansion

**MEETING DATE:**

2/16/2016

---

**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 enter into a Professional Services Agreement with NCS Engineers to design the Gateway Booster Station Treatment Expansion for \$455,843, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**BACKGROUND:**

On January 7, 2013 City Council approved a contract with NCS Engineers to perform an evaluation of the City's treatment facilities, and make improvement recommendations for both existing and future operations. One of the sites evaluated was the Gateway Booster Facility, located north of the Gateway Pavillions Shopping Center. (See attached vicinity map) This facility is designed to treat for both Nitrates and Dibromochloropropane (DCPB). The well at this site has a pumping capacity of 3,000 gallons per minute (gpm), but the treatment facility is sized for only 2,000 gpm. The evaluation recommended expanding the treatment processes at this facility to accommodate the extra well capacity available in the well, as well as adding capacity for a future well.

**DISCUSSION:**

A Request for Qualifications was released on September 29, 2015. Final submittals were due October 28, 2015. NCS was the only firm that submitted on the project. Staff reviewed the submittal and determined that NCS Engineers was qualified to do the design.

The requested work will include the following:

- Design of a new 1,500 gpm Nitrate treatment facility
- Design of an additional 1,000 gpm of DBPC treatment
- Provide legal descriptions needed for the purpose of purchasing the additional land needed to expand the treatment facility
- Provide post design tasks to complete the bidding process
- Review contractor submittals once the construction contract is awarded
- Complete special inspections as required
- Perform startup assistance to ensure the new treatment facilities perform properly
- Prepare a facility O&M manual for staff use

The design is expected to be completed in October 2016.

**BUDGET IMPACT:**

Funds for the project were approved by Council in the current Capital Improvement Plan and are available in line item 514-1068-00-8520, Wellhead Treatment - Gateway Treatment Facility.

**RECOMMENDATION:**

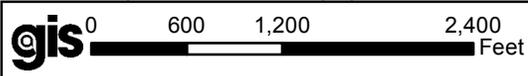
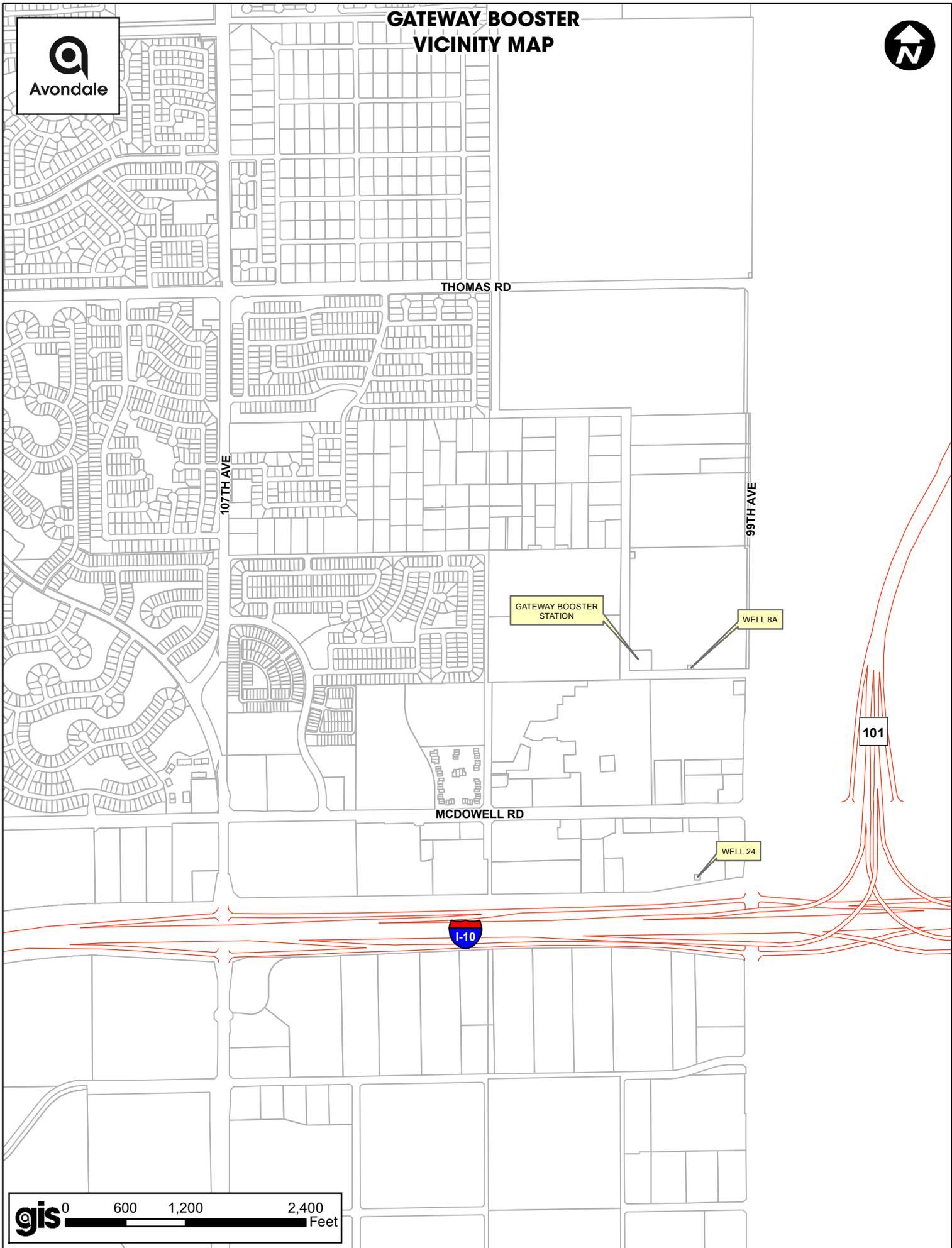
Staff recommends that the City Council approve a Professional Services Agreement with NCS Engineers to complete the design of the Gateway Booster Station Treatment Expansion in the amount of \$455,843, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:****Description**

[Vicinity Map](#)

[PSA - NCS Engineers](#)

# GATEWAY BOOSTER VICINITY MAP



PSA – NCS ENGINEERS FOR GATEWAY BOOSTER STATION EXPANSION

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38099>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Professional Services Agreement DWL  
Architects + Planners, Inc. Architectural Design  
for WRF Administration Building

**MEETING DATE:**

2/16/2016

---

**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 enter into a Professional Services Agreement with DWL Architects + Planners, Inc. to design building improvements for the Water Reclamation Facility Administration Building for \$62,260, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**BACKGROUND:**

In January 2015, the city completed a facility assessment in conjunction with the Master Plan for the Water Reclamation Facility (WRF). The WRF was originally constructed in early 1990 and has been through one major expansion to increase the treatment capacity. The Master Plan identified several process improvements required to ensure the plant could continue to operate reliably. The report itemized improvements needed at the Water Reclamation Facility, and funds were budgeted in the current year's Capital Improvement Plan to address the needs.

**DISCUSSION:**

One of the needs identified was to repair the aging administration building. The building has been modified over the years, but does not meet current standards or operational needs. Also, recent rain damage to the building required closing off part of the building space. The needed repairs and renovations include; replacing the roofing, upgrading the HVAC system, adding a fire sprinkler system, updating restrooms, and revisions to the lab and work rooms to make them more functional.

Staff worked with DWL Architects to develop a scope of work for the design of renovations to the building and bring the various components up to code, including the addition of a sprinkler system. The design is estimated to take four (4) months to complete.

**BUDGET IMPACT:**

Funding for this project was approved by Council in the current Capital Improvement Plan and is available in line item 513-1339-00-8620, WRF Facility Upgrades.

**RECOMMENDATION:**

Staff is requesting that the City Council enter into a Professional Services Agreement with DWL

Architects + Planners, Inc. to design building improvements for the Water Reclamation Facility Administration Building for \$62,260, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:**

**Description**

[PSA - DWL Architects + Planners, Inc.](#)

PSA – DWL ARCHITECTS + PLANNERS, INC.

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38101>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3297-216 - Net Position Policy for the City's Enterprise Funds

**MEETING DATE:**

2/16/2016

---

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

Staff recommends the City Council adopt a resolution establishing a net position policy for the City's water and sewer enterprise funds.

**BACKGROUND:**

The City has a fund balance policy for the general fund, but not a net position (equivalent of fund balance in full accrual basis of accounting funds) policy for the enterprise funds. This resolution will adopt such a policy.

**DISCUSSION:**

The resolution includes two types of net position: working capital (operating) and capital replacement reserves. The working capital (nine months of operating expenses) is intended to ensure that the water, sewer, and refuse funds have proper reserves in order to operate the systems during times of emergency, economic downturns when ratepayers are slow to pay or delinquent, or other times when additional funds are needed unexpectedly. The capital replacement reserve (five percent of the full value of assets excluding accumulated depreciation) will assist the City in financing large capital items needed to ensure smooth functioning of the water, sewer, and refuse infrastructure systems.

**BUDGET IMPACT:**

These new net positions are factored into the water and sewer rate model, and will impact the City's rates as they will be charging more in order to reserve funds for operating and capital needs.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution establishing net position policy for the water and sewer enterprise funds.

**ATTACHMENTS:**

Description

[Resolution 3297-216](#)

**RESOLUTION NO. 3297-216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING A NET POSITION POLICY FOR ENTERPRISE FUNDS.

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

SECTION 1. The “City of Avondale Net Position Policy – Enterprise Funds” is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the “City of Avondale Net Position Policy – Enterprise Funds” 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 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

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Kenneth N. Weise, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3297-216

(Net Position Policy – Enterprise Funds)

See following pages.

**City of Avondale**  
**Net Position Policy - Enterprise Funds**  
**February 16, 2016**

**PURPOSE**

To outline net position policies recommended to the City Council (Council) for (1) ensuring that the City's enterprise funds (specifically, the water, sewer, and sanitation funds) have the proper amount of working capital and capital reserve to continue current service levels in the case of an emergency impacting cash flows or capital assets, and (2) establishing minimum net position targets as recommended by the Government Finance Officers Association Best Practices and Advisories guidelines, *Determining the Appropriate Levels of Working Capital in Enterprise Funds*.

**BACKGROUND**

Government entities should maintain a prudent level of financial resources to protect against reducing service levels, incurring debt, or raising taxes and fees because of unexpected revenue shortfalls, unanticipated expenditures, and unforeseen circumstances. To this end, an important component of good fiscal practice for any organization is to establish, monitor, and enforce net position policies regarding the amount of reserves to be maintained, the purposes for which their use is allowed, and the manner in which reserves are restored after use. These policies are needed to adequately provide for cash flow needs, economic and legislative uncertainties, unanticipated expenditures or revenue shortfalls, and contingencies, while maintaining the City's creditworthiness.

Enterprise fund net position consists of three basic classifications for governmental accounting purposes: (1) net investment in capital assets, (2) restricted and (3) unrestricted. Net investment in capital assets consists of enterprise fund capital assets, exclusive of accumulated depreciation, reduced by outstanding balances of bonds and other borrowings that are attributable to the acquisition, construction, or improvement of those assets. This portion of net position is nonspendable. Restricted net position represents resources with constraints placed on their use externally either by creditors, grantors, contributors, laws and regulations of other governments, or imposed by law through constitutional provisions or enabling legislation. This portion of net position is not available for general appropriation. Unrestricted net position consists of resources not included in the other two categories and may be used to meet the City's ongoing obligations to its citizens and creditors as Council deems necessary

**NET POSITION POLICY**

The Policy is intended to provide guidelines during the preparation and execution of the annual capital improvement program and subsequent budget to ensure that sufficient reserves are maintained for capital infrastructure needs, cash flow needs, economic and legislative uncertainties, unanticipated expenditures or revenue shortfalls, and contingencies. It also is intended to preserve flexibility throughout the fiscal year to make adjustments in funding for

programs approved in connection with the annual budget. The Policy should be established based upon a long-term perspective recognizing that stated thresholds are considered minimum balances.

**Capital Replacement Reserve**

The City will maintain a capital replacement reserve of no less than five percent of the assets listed in the current financial statements, exclusive of accumulated depreciation.

**Working Cash Reserve**

The City will maintain a working cash reserve of no less than nine months of operating expenses.

**Replenishment of Partially Depleted Reserves**

The City recognizes that from time-to-time utilization of net position will be needed and reserves will drop below policy minimums. In the case of working capital reserves, the City will first analyze whether the applicable fund is being sufficiently supported by rates. If the fund is structurally balanced and rates are supporting operations, reserves will be replenished through the budgetary cycle by budgeting transfers to reserves. If rates are no longer sufficient to support ongoing operations, the City will complete a rate study and increase rates to bring the fund back into structural balance.

It is more likely that capital reserves will drop to levels lower than five percent of asset values, exclusive of accumulated depreciation, as the City develops and constructs large infrastructure and the minimum requirement increases. In this case, accommodating the larger net position will be done through the budgetary process by budgeting transfers to reserves.

The City's goal is to replenish net position in five-year periods wherever possible. It is understood that it will take a ten-year period to establish both working capital and capital net position levels.



## CITY COUNCIL AGENDA

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**SUBJECT:**

Ordinance 1599-216 - Authorizing and  
Agricultural Lease Ken Sheeley Ranches  
Partners

**MEETING DATE:**

2/16/2016

---

**TO:** Mayor and Council**FROM:** Daniel Davis, Economic Development Director - 623-333-1411**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

To request that city council adopt an ordinance authorizing the lease of real property located at Avondale Boulevard and City Center Drive and authorizes the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The city-owned property, located at Avondale Boulevard and City Center Drive has been used for agricultural farming for many years. In 2011, the city acquired the property and assumed the agricultural lease with Ken Sheeley Ranches Partners (Sheeley) for the 2011 crop year. In subsequent years, the property has not been farmed and has remained vacant with the city providing minimal maintenance and weed control.

**DISCUSSION:**

Sheeley would like to farm the property during the 2016 crop year. The term of the lease agreement will be one year, with an annual lease payment of \$2,250.00. In addition, Sheeley will be responsible for all costs associated with the farming activities and will provide comprehensive liability insurance coverage during the term of the agreement. The lease agreement and farming activity will eliminate an annual maintenance cost to the City of Avondale for weed abatement, providing a savings in excess of \$5,000.00

**BUDGET IMPACT:**

The lease of city owned property will provide a one-time annual lease payment of \$2,250.00.

**RECOMMENDATION:**

Staff recommends that city council adopt an ordinance authorizing the lease of real property located at Avondale Boulevard and City Center Drive and authorizes the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[Ordinance 1599-216](#)

**ORDINANCE NO. 1599-216**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE AGRICULTURAL LEASE AGREEMENT BETWEEN THE CITY OF AVONDALE AND KEN SHEELY RANCHES PARTNERS.

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

SECTION 1. The Agricultural Lease Agreement between the City of Avondale and Ken Sheely Ranches Partners 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 and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1599-216

[Agricultural Lease Agreement]

See following pages.

## AGRICULTURAL LEASE

**THIS AGRICULTURAL LEASE** (this "**Lease**") is entered into this 16th day of February, 2016 (the "**Effective Date**"), between **CITY OF AVONDAL E**, an Arizona municipal corporation ("**Lessor**"), and **KEN SHEELY RANCHES PARTNERS** ("**Lessee**").

### WITNESSETH:

1. **DESCRIPTION OF PROPERTY.**

a. Lessor rents and leases to Lessee for crop year 2016, to use only for agricultural and farming purposes based upon the acreage crop mix, real estate located in Maricopa County, Arizona, consisting of approximately 15.3 dry land acres, which real estate is more particularly described on the attached **Exhibit A** as Lot 6, Lot 7, Lot 8, Tract B, Park Avenue ROW, 114th Avenue ROW, and ½ of the Fillmore Street ROW (collectively, the "**Property**").

b. This Lease confers no right upon Lessee to any standing timber, structures, natural resources or minerals on or underlying the Property, those items being reserved by the Lessor.

c. All residue, including all after-crop residue from barley stubbles or other planted crops to hold and maintain the soil during off-crop seasons, shall be the sole property of the Lessee and Lessee shall have all rights to any use of such after-crop residue or any revenue generated therefrom.

2. **TERM.** Subject to Lessor's right to terminate by reason of Lessee's default, the term of the lease shall be as described below:

**2016 Crop Season:** From March 1, 2016 to the earlier to occur of December 31, 2016 or completion of barley or cotton harvest.

3. **NO PARTNERSHIP.** This Lease shall not be construed as creating a partnership or joint venture between Lessor and Lessee. Neither party shall be liable for debts or obligations incurred by the other. Except as otherwise herein provided, this Lease and its terms shall bind and inure to the respective heirs, executors, administrators, assigns and successors of the Lessee.

4. **LESSEE'S DUTIES.** Lessee agrees to perform each of the following duties without notice or demand.

a. **Payment of Rent.** Lessee hereby agrees to pay Lessor rent for the Property (the "Rent") in the amount of \$2,250.00 per annum during the Term of the Lease. Rent shall be paid to the Lessor no later than 15 days after the Effective Date.

b. **Payment of Assessments.** Lessee hereby agrees to pay for all Salt River Valley Water Users Association Assessments and water charges during the term of this Lease and to furnish to Lessor information necessary to report to the Arizona Department of Water Resources.

c. **Lessee's Performance.** Lessee agrees to perform and observe each of the following covenants at its sole cost and expense (except as otherwise expressly noted below):

i. Lessee shall, at its own expense, devote all necessary time and its best efforts to the farming and operation of the Property in a timely, thorough, and workman like manner. Lessee shall provide sufficient labor for the efficient operation of the Property and performance of Lessee's undertakings under this Lease.

ii. Lessee shall provide all of the implements, machines, equipment and tools customary of the producing and harvesting of the crops on the Property, and shall cultivate, fertilize, irrigate, and harvest crops up on the Property. Lessee shall provide all seed, fertilizer, herbicides, insecticides, rodenticides and all other chemicals, and provide for the application hereof upon the Property.

iii. Lessee shall cut or spray and destroy noxious weeds, and take reasonable care to prevent soil erosion.

iv. Lessee shall comply with all Federal and State toxic or hazardous material statutes, rules and regulations, to keep good and adequate contemporaneous written records as to the application of fertilizer, insecticides and herbicides. Lessee shall furnish this information to Lessor upon request from Lessor.

v. Notwithstanding anything herein to the contrary, prior to the end of the lease term, Lessee shall stub cut any remnants of crops and disc the land so as to at least comply with the regulations of the Arizona Department of Agriculture's so-called "Plow Program" before delivering possession of the Property to Lessor. Lessor has no obligation to stub cut or plow under any remnants of crops or to disc the land before delivering possession of the Property to the Lessee.

vi. Lessee will not use or occupy the Property for any unlawful purpose and throughout the term, and at no expense to Lessor, promptly shall comply with all applicable laws and ordinances and the orders, rules, regulations and requirements of all federal, state, county and municipal governments and appropriate departments and officers thereof including, but without limitation, the Arizona Groundwater Code (A.R.S. §45.401, et seq.) and all applicable rules and regulations of the USDA, the Arizona Department of Water Resources ("DWR"), the Environmental Protection Agency, and the Arizona Department of Environmental Quality, applicable to the Property or to the operation or conduct by Lessee of farming activities thereon.

d. **Insurance.** Lessee shall provide Lessor with current policies of insurance for workman's compensation and general comprehensive liability with coverage's in the amount of at least \$1,000,000.00 combined single limit as respects bodily injury and property damage and at least \$3,000,000.00 per occurrence and in the aggregate naming Lessor as an additional insured. Lessee shall furnish evidence of such insurance to Lessor at Lessor's request.

e. **Intentionally Deleted.**

f. **Fences, Gates and Cattle Guards.** Lessee shall be responsible to immediately repair any damages caused by Lessee's farming operations to the integrity of all established fences, gates and cattle guards contained on the Property at the onset of the lease term. No removal, modifications or relocation of said fencing, gate or cattle guards shall be done without prior written consent of the Lessor.

g. **Reporting Requirements.** Lessee shall keep good and adequate written records concerning all fertilizers, insecticides, rodenticides, herbicides and any other chemicals

used or stored on the Property, including (without limitation) the following: dates of application; number of the person(s) or company applying such chemicals; and the quantities of each chemical applied on each such date. Lessee shall submit a written Pre-Season Plan to Lessor prior to the applications for each crop. Any deviation from the Pre-Season Plan must be reported in writing to Lessor prior to its implementation. At the end of the lease term, Lessee shall provide Lessor with a written report containing the detail described above as to the actual applications made to the Property. Lessee shall also provide information to Lessor as to the type of crop and total yield of crop promptly following completion of harvest.

h. **Utilities.** Lessee shall contract with the company supplying electricity to the Property so that (i) Lessee's name is listed as the responsible party on all invoices for electrical service, (ii) Lessee is solely responsible for maintenance of any meters serving the Property, and (iii) Lessee secures its payment of such invoices for electrical service in such manner as the service, Lessee shall be entitled to receive all capital credits or reimbursements (if any) from the electrical supplier pertaining thereto.

i. **Intentionally Deleted.**

5. **LESSOR'S COSTS.** Subject to Section 4(b), Lessor shall pay the Property's real estate taxes, costs associated with acquiring or disposing of real or personal property belonging to Lessor.

6. **BREACH & TERMINATION.**

a. **Lessor's Remedies for Breach.** In the event of a breach of this Lease by Lessee, Lessor may have the following described remedies, in addition to all other rights and remedies provided by law or in equity:

i. Lessor may terminate this Lease and forthwith repossess the Property by summary proceedings, in which case Lessor may recover as damages the sum of (i) the cost, including (without limitation) attorneys' fees, of recovering the Property, (ii) the unpaid rent earned at the time of termination, plus interest thereon at a rate of 18% per annum from the due date until paid; (iii) the balance of the rent for the remainder of the term; (iv) damages for the wrongful withholding of, or for damage done to, the Property; and (v) any other damages which the Court deems to be owing.

ii. Lessor may retake possession of the Property and shall have the right, but not the obligation, without being deemed to have accepted a surrender thereof and without terminating this Lease, to relet same for the remainder of the term provided for herein, and Lessee shall pay to Lessor, to relet same for the remainder of the term provided for herein, and Lessee shall pay to Lessor any deficiency between the amount of the rent required herein and the rent received by Lessor through such reletting. In addition thereto, Lessee shall pay to Lessor all reasonable expenses incurred in connection with any such reletting, including, but not limited to, commissions, the cost of repairing or altering the Property for a new lessee and Lessor's attorneys' fees.

iii. Lessee agrees to peacefully deliver up possession of the Property at the end of the Lease term or upon sooner termination in as good condition as when received, ordinary wear and tear excepted.

7. **GENERAL COVENANTS.**

a. No work, supplies or materials shall be charged to Lessor or contracted for in the name of Lessor by the Lessee without prior written authority to do so.

b. Lessee agrees to take possession of the Property described herein subject to any and all latent and patent defects. Lessee assumes the risk of any hazards attendant to the operation of the Property and other improvements thereon, and hereby assumes all liability for accidents to Lessee or its employees, guests, agents, licensees and invitees.

c. By signing this Lease, Lessee acknowledges that the Property and the improvements thereon are safe, fit and suitable for the purposes of this Lease. Lessee waives any right to claim any violation of any implied covenants or warranties pertaining to this Lease or the Property, including (without limitation) any warranty of habitability, fitness for a particular purpose or merchantability, and waives any other warranties or covenants, whether express or implied, unless set forth in writing herein.

d. Lessee shall not assign any interest in this Lease or sublet any part of the Property without the prior written consent of Lessor.

e. Lessee acknowledges that no hunting or fishing is allowed on the Property.

f. Either party may insure their respective interests in the crop inventory at such party's own cost and expense.

g. This Lease is the complete agreement between Lessor and Lessee concerning the Property. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

h. No failure to exercise and no delay in exercising any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

i. Lessee shall not convey, encumber or grant a security interest in the Property at any time. Lessee shall not grant any security interest in crops grown on the Property. Lessee agrees in this regard to farm only annual crops as opposed to perennial crops during the term of this Lease.

j. Lessor covenants with Lessee that, so long as Lessee is not in default under this Lease, Lessee will have quit possession of the Property subject to the terms hereof.

k. Lessee shall comply with all applicable government regulations regarding any government farm program payments to be collected by reason of the operation of the Property.

l. In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, Lessee agrees to pay all of Lessor's costs incurred in enforcing this Lease including, but not limited to, Lessor's attorneys' fees.

m. Lessee hereby agrees to indemnify and hold Lessor and the Property, free and harmless from any and all claims, liability, loss, damage, or expense (including reasonable

attorneys' fees) resulting from Lessee's occupation and use of the Property, specifically including without limitation any claim, liability, loss or damage arising:

(i) By reason of the injury to person or property, from whatever the cause, while in or on the Property or in any way connected with the Property or caused by the improvements or personal property in or on the Property including any liability for injury to the person or personal property of the Lessee, their agents or employees;

(ii) By reason of any negligent or otherwise tortious act or omission on the part of Lessee or any of its partners, shareholders, officers, agents, contractors, employees, tenants, licensees, or invitees;

(iii) By reason of any work performed on the Property or materials furnished to or used on the Property by or at the request of the Lessee, their agents, employees, contractors, or invitees;

(iv) By reason of Lessee's failure to perform or observe any provision of this Lease or to comply with any requirement imposed on Lessee or on the Property by any duly authorized governmental agency or political subdivision; or

(v) Because of Lessee's failure or inability to pay as they become due any obligations incurred by Lessee in the agricultural or other actions to be conducted by Lessee on the Property.

The indemnity set forth in the subparagraph shall survive the termination or expiration of this Lease.

n. Lessor shall have the right, at any time, to enter upon the Property for the purpose of inspecting the same or for making repairs or improvements thereon.

o. The laws of the State of Arizona shall govern this Lease.

p. If more than one join in the execution hereof as Lessor or Lessee, or either be of a feminine sex of a corporation, the pronouns and relative word used herein shall be read as if written in the plural, feminine, or neuter, respectively.

q. Time is of the essence in this Lease.

**8. NOTICES** All notices provided for hereunder shall be deemed given and received when (a) personally delivered (including delivery by facsimile transmission), or (b) two business days after the same is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or at such other address as shall be designated by such party in a written notice to the other party:

If to Lessor:

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

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

If to Lessee:

Ken Sheely Ranches Partners  
2209 N. 99th Avenue  
Phoenix, Arizona 85037  
Attn: Ken Sheely

9. **CONFLICT OF INTEREST.** Lessor may cancel this Lease pursuant to Ariz. Rev. Stat. § 38-511.
10. **GOVERNING LAW.** This Lease shall be subject to the laws of the State of Arizona.
11. **MEMORANDUM OF LEASE.** In accordance with ARIZ. REV. STAT. § 42.620-2(C), Lessor shall record a memorandum of this Lease in the Maricopa County Recorder's Office
12. **LIMITATION OF LESSOR'S LIABILITY.** Lessor is obligated only to pay its obligations set forth in this Lease as may lawfully be made from funds appropriated and budgeted for that purpose during Lessor's then current fiscal year. Lessor's obligations under this Lease are current expenses subject to the "budget law" and the unaltered legislative decision of the Lessor concerning budgeted purposes and appropriation of funds. Should Lessor elect not to appropriate and budget funds to pay its Lease obligations, this Lease 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 Lessor shall be relieved of any subsequent obligation under this Lease. The parties agree that the Lessor has no obligation or duty of good faith to budget or appropriate the payment of Lessor's obligations set forth in this Lease in any budget in any fiscal year other than the fiscal year in which this Lease is executed and delivered. Lessor shall be the sole judge and authority in determining the availability of funds for its obligations under this Lease. Lessor shall keep the Lessee informed as to the availability of funds for this Lease. The obligation of Lessor to make any payment pursuant to this Lease is not a general obligation or indebtedness of Lessor. Lessee hereby waives any and all rights to bring any claim against Lessor from or relating in any way to Lessor's termination of this Lease pursuant to this Section 12.
13. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

*[signature page follows]*





**EXHIBIT A**

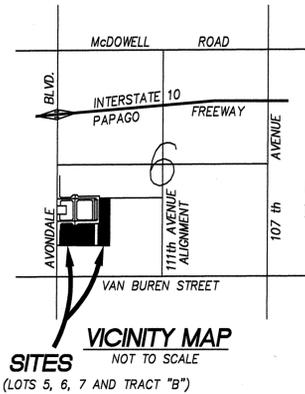
**LEGAL DESCRIPTION**

**[See following pages]**

FINAL PLAT  
FOR

AVONDALE CITY CENTER PHASE 2  
AVONDALE, ARIZONA

A REPLAT OF LOTS 5, 6, 7 AND TRACT "B" OF AVONDALE CITY CENTER PHASE 1  
A PORTION OF THE PLAT RECORDED IN BOOK 1027, PAGE 31,  
MARICOPA COUNTY RECORDERS OFFICE RECORDS  
AND BEING LOCATED IN THE SOUTHWEST QUARTER OF  
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE  
GILA AND SALT RIVER MERIDIAN  
MARICOPA COUNTY, ARIZONA



LOT AREA TABLE

| LOT NUMBER | AREA IN SQUARE FEET | AREA IN ACRES |
|------------|---------------------|---------------|
| 5          | 131,034 Sq. Ft.     | 3.008 Ac.     |
| 6          | 160,526 Sq. Ft.     | 3.685 Ac.     |
| 7          | 207,663 Sq. Ft.     | 4.767 Ac.     |
| 8          | 178,477 Sq. Ft.     | 4.097 Ac.     |

TRACT AREA TABLE

| TRACT NUMBER | AREA IN SQUARE FEET | AREA IN ACRES | PARK USE |
|--------------|---------------------|---------------|----------|
| B            | 47,580 Sq. Ft.      | 1.092 Ac.     |          |

GENERAL NOTES

- ALL LANDSCAPING WITHIN THE ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT OWNERS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS, SHALL BE LIMITED TO UTILITIES AND LANDSCAPING.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- ALL ELECTRIC AND COMMUNICATION LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNERS MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
- A 1/2 INCH REBAR WITH 3/4 INCH BRASS TAG ATTACHED AND STAMPED CRS 28742 WILL BE SET AT ALL LOT CORNERS AT THE COMPLETION OF THE PROJECT, UNLESS SAID REBAR IS NOT PRACTICAL, AND A COMPETENT SURVEY MONUMENT WILL BE SET AND FULLY DESCRIBED ON A RECORDED ADDITIONAL RESULTS OF SURVEY TO MEET "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" IF THE STATED MONUMENT IS NOT SHOWN HEREON THIS PLAT.
- BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE INDICATED AS CALCULATED (COMPUTED) OR OF RECORD.

SURVEY REFERENCES

- R1 = MCR PLATS BOOK 694, PAGE 38
- R2 = MCR PLATS BOOK 1027, PAGE 31
- R3 = MCR PLATS BOOK 686, PAGE 43
- R4 = MCR PLATS BOOK 1071, PAGE 11
- R5 = MCR PLATS BOOK 1077, PAGE 32
- R6 = MCR PLATS BOOK 1023, PAGE 35
- R7 = MCR PLATS BOOK 731, PAGE 05
- R8 = MCR PLATS BOOK 1075, PAGE 20

LEGEND

- R.L.S. = REGISTERED LAND SURVEYOR
- G&SRM = GILA AND SALT RIVER MERIDIAN
- GDACS = GEODETIC DENSIFICATION AND CADASTRAL SURVEY
- R/W = RIGHT OF WAY ROADWAY
- PUE = PUBLIC UTILITY EASEMENT
- NGS = NATIONAL GEODETIC SURVEY
- NAVD88 = NORTH AMERICAN VERTICAL DATUM 1988
- SRP = SALT RIVER PROJECT
- = EXTERIOR SUBDIVISION LINE (LOTS 5, 6, AND 7 OF R2)
- - - - = STREET CENTERLINE (PER PLAT R2)
- - - - = PLAT EASEMENT LINES
- - - - = EASEMENT LINES
- - - - = PLAT INTERIOR LOT LINES
- ⊙ = FOUND MONUMENT PER DESCRIPTION ON PLAT
- = BRASS 3" STREET MONUMENT CITY OF AVONDALE SET IN CONCRETE FLUSH OR IN HANDHOLE WITH PUNCH AND STAMPED "LS 31038" PER MARICOPA COUNTY RECORDERS OFFICE MAP BOOK 1071, PAGE 11.
- = 1/2 REBAR WITH "CRS 28742" 3/4 BRASS TAG ATTACHED WITH PIN WIRE FLAG UNLESS OTHERWISE DESCRIBED HEREON.

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY SHOWN HEREON FOR THE STATED SECTION 6 AND PLATTED AS A FINAL PLAT WAS MADE DIRECTLY BY MYSELF DURING THE MONTHS OF MARCH, APRIL, MAY, AND AUGUST 2011, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN HEREON, AND THAT THE MONUMENTS AND POSITIONS SHOWN ARE PER CURRENT "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" AND SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CARL SITTERLEY, REGISTERED LAND SURVEYOR 28742



EXPIRES 03/31/2013

ACKNOWLEDGMENT

STATE OF ARIZONA )  
                          )SS  
COUNTY OF MARICOPA )

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED MARIE LOPEZ ROGERS WHO ACKNOWLEDGED HERSELF TO BE MAYOR OF THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARIZONA )  
                          )SS  
COUNTY OF MARICOPA )

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED THEM SELF TO BE THE TRUSTEE OF THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARIZONA )  
                          )SS  
COUNTY OF MARICOPA )

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED THEM SELF TO BE THE TRUSTEE OF THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION

STATE OF ARIZONA )  
                          )SS  
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THAT THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "AVONDALE CITY CENTER PHASE 2", A 4 LOT SUBDIVISION AND REPLAT OF LOTS 5, 6, 7, AND TRACT "B" OF "AVONDALE CITY CENTER PHASE 1", LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "REPLAT OF LOTS 5, 6, AND 7 OF AVONDALE CITY CENTER PHASE 1" AND HEREBY DECLARES THAT SAID "AVONDALE CITY CENTER PHASE 2", AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS, TRACT AND STREETS SHALL BE KNOWN BY THE NUMBER AND LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF:

THAT THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992, THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE HEREBY CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDER SIGNED OFFICERS, THEREUNTO DULY AUTHORIZED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

BY: THE CITY OF AVONDALE,  
AN ARIZONA MUNICIPAL CORPORATION

BY: MARIE LOPEZ ROGERS  
MAYOR

BY: THE AZEL JACK MORTENSEN AND VIRGINIA LOUISE MORTENSEN LIVING TRUST DATED AUGUST 20, 1992

BY: TRUSTEE \_\_\_\_\_

BY: THE MORTENSEN FAMILY TRUST DATED NOVEMBER 29, 1993

BY: TRUSTEE \_\_\_\_\_

RATIFICATION

THE UNDERSIGNED OPTIONEE OF THOSE CERTAIN MEMORANDUMS OF OPTION TO PURCHASE AS RECORDED IN DOCKETS 2011021914 AND 2011021915 OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT, LOTS AND TRACTS AND EACH AND EVERY DEDICATION HEREIN.

BY: CARLOS O'BRIENS OF SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY.

BY: REPRESENTATIVE \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARIZONA )  
                          )SS  
COUNTY OF MARICOPA )

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY

APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED THEM SELF TO BE THE

(TITLE) \_\_\_\_\_

OF THE CARLOS O'BRIENS SCOTTSDALE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE OPTIONEE REFERENCED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_

SHEET INDEX

- 1-----COVER SHEET
- 2-----FINAL PLAT LOTS 7 AND 8, AND TRACT "B"
- 3-----FINAL PLAT LOTS 5 AND 6, AND TRACT "B"

LEGAL DESCRIPTION

LOT 5, 6, 7, AND TRACT "B" OF THE FINAL PLAT AVONDALE CITY CENTER PHASE 1 RECORDED IN MARICOPA COUNTY RECORDERS OFFICE BOOK 1027 OF MAPS, PAGE 31 AN APRIL 2009 PLAT.

OWNER/DEVELOPER

CITY OF AVONDALE  
11465 W. CIVIC CENTER DRIVE, SUITE 120  
AVONDALE, ARIZONA 85323-6804  
PHONE: (623) 333-4200  
CONTACT: LARI SPIRE, RLS

SURVEYOR

CONSULTANT REGISTERED SURVEYING, INC.  
8732 E. PICCADILLY ROAD  
SCOTTSDALE, ARIZONA 85251  
PHONE 480-620-1382  
CONTACT CARL SITTERLEY, RLS, ARIZONA 28742

BENCHMARK

CITY OF AVONDALE BENCHMARK CIVIC CENTER NGS HORIZONTAL CONTROL DISK STAMPED CIVIC CENTER 2006. THE ELEVATION BEING NAVD88 DATUM=996.80

100 YEAR ASSURED WATER SUPPLY

THIS AREA PLATTED HEREON WITH THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DEDICATED AS HAVING AN ASSURED SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, G&SRM, HAVING A BEARING OF NORTH 00°02'19" WEST, PER RECORD OF SURVEY AVONDALE CITY CENTER RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE IN BOOK 1023 OF MAPS, PAGE 35. SAID BASIS OF BEARING SAME AS THE ABOVE STATED FINAL PLAT OF AVONDALE CITY CENTER PHASE 1.

APPROVALS

Approved by the Council of the City of Avondale, Arizona,

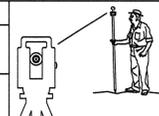
this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor Date: \_\_\_\_\_

\_\_\_\_\_  
Attest, City Clerk Date: \_\_\_\_\_

\_\_\_\_\_  
City Engineer Date: \_\_\_\_\_

| DATE | REVISIONS |
|------|-----------|
|      |           |
|      |           |



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

AVONDALE CITY CENTER PHASE 2---FINAL PLAT  
A REPLAT OF LOTS 5, 6, AND 7 OF THE AVONDALE CITY CENTER PHASE 1  
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

|              |            |
|--------------|------------|
| DATE:        | 08/16/2011 |
| SCALE:       | VARIES     |
| DRAWN BY:    | CRS        |
| APPROVED BY: | CRS        |
| SHEET        | 1 OF 3     |







## CITY COUNCIL AGENDA

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**SUBJECT:**

Ordinance 1601-216 Granting an Easement to the US Department of the Interior Bureau of Reclamation

**MEETING DATE:**

2/16/2016

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

Staff is requesting that the City Council adopt an ordinance authorizing a Contract and Grant of Easement with the U.S. Department of the Interior through the Bureau of Reclamation for USA Fee Title land associated with the 107th Avenue from Roosevelt Street to Van Buren Street Improvement Project, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

**BACKGROUND:**

On November 4, 2013, City Council approved the Municipal Aesthetics Program Funding Agreement with SRP for relocating SRP power and irrigation facilities. The project on 107th Avenue from Roosevelt Street to Van Buren Street was identified as a priority project. Right-of-way dedication for improvements within this project area is also a stipulation in the Pre-Annexation Development Agreement for the Roosevelt Park Development, through Resolution No. 2254-01 approved by City Council on July 16, 2001.

On February 18, 2014, City Council approved the acquisition of right-of-way that was dedicated in advance of development to allow for design and construction undergrounding the open irrigation lateral located along the west side of 107th Avenue north of Van Buren Street. Other improvements under design include relocation of the overhead 69kV transmission line and widening of the 107th Avenue roadway.

The City's current Capital Improvement Program (CIP) includes a project to widen the roadway on 107th Avenue from Roosevelt Street to Van Buren Street. 107th Avenue will be widened to a 5-lane section within the limits. Temporary drainage will be included as well.

**DISCUSSION:**

This action is a Contract and Grant Easement to the United States of America for a 30 foot wide strip required for SRP Irrigation easements with USA Fee exchange. The United States owns a real property interest along the existing irrigation facility. The City owns the fee title to the real property onto which the irrigation facility will be relocated. Through the Contract and Grant of Easement, the City intends to grant to the United States the certain real property interest needed for the relocated facility in exchange for the real property interest no longer needed for project purposes.

This land exchange is necessary in order to prepare for the road widening project. The existing SRP irrigation ditch has to be relocated and piped by SRP contractors. SRP will also be relocating the existing overhead power facilities to accommodate the road widening.

**BUDGET IMPACT:**

Funding for the Contract and Grant of Easement and associated legal fees is available in CIP Street Fund Line Item No 304-1330-00-8420, 107th Avenue, Roosevelt Street to Van Buren Street.

**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance authoring a Contract and Grant of Easement with the U.S. Department of the Interior through the Bureau Reclamation for USA Fee Title land associated with the 107th Avenue from Roosevelt Street to Van Buren Street Improvement Project, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

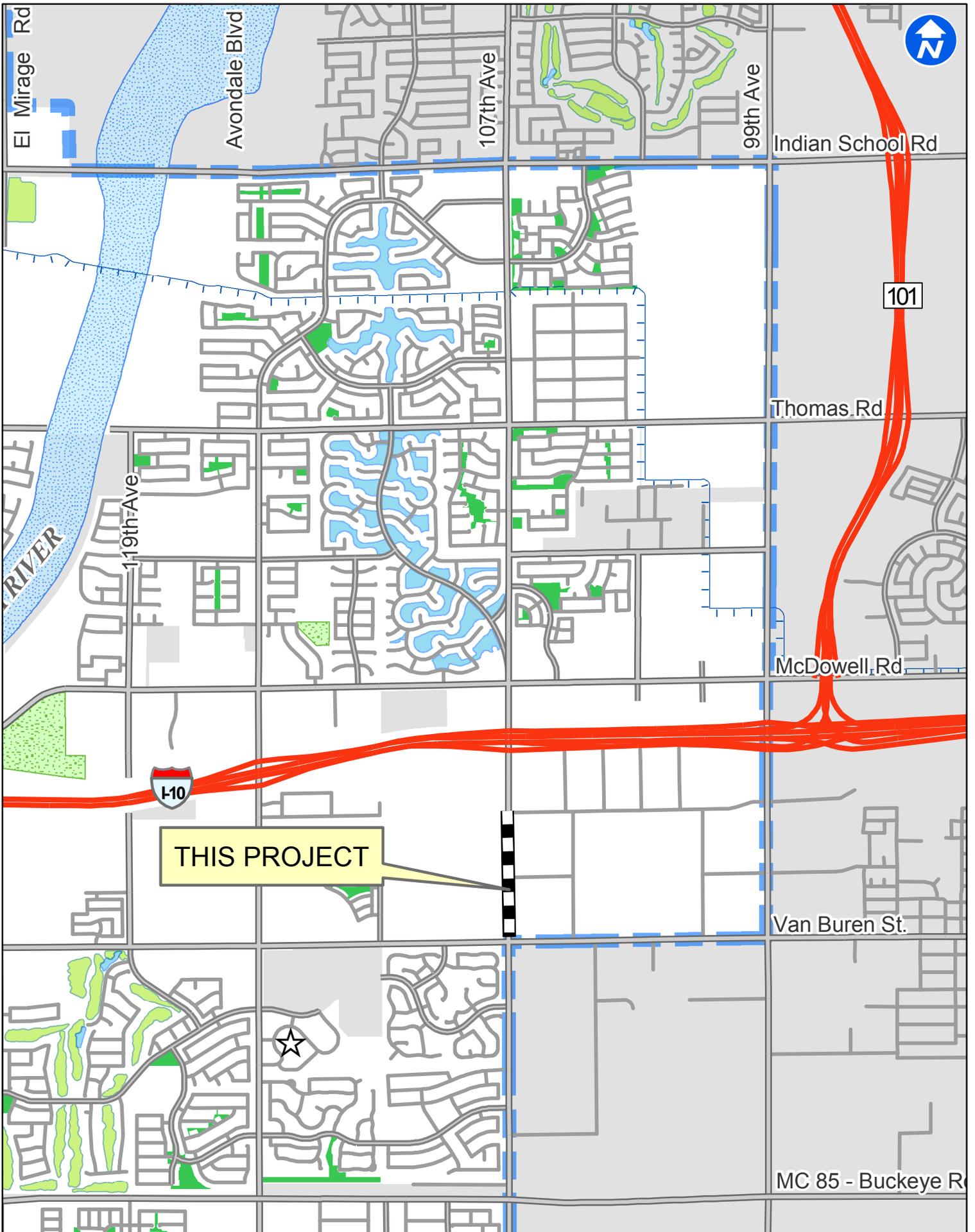
**ATTACHMENTS:**

**Description**

[Project Vicinity Map](#)

[Ordinance 1601-216](#)

City of Avondale



THIS PROJECT

Vicinity Map

107th Avenue - Van Buren St to Roosevelt St

**ORDINANCE NO. 1601-216**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION FOR CONSTRUCTION, RECONSTRUCTION, OPERATION AND MAINTENANCE OF WATER DISTRIBUTION SYSTEM PIPELINES.

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

SECTION 1. An easement is hereby granted to the United States Department of the Interior Bureau of Reclamation for construction, reconstruction, operation and maintenance of water distribution system pipelines, as part of the Salt River Project water distribution system, for the 107th Avenue and Van Buren Improvement Project in the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located along 107th Avenue, north of Van Buren Street, described in Exhibit A to the easement form attached hereto as Exhibit 1.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT 1  
TO  
ORDINANCE NO. 1601-216

[Contract and Grant of Easement]

See following pages.

**ORIGINAL**

**Contract No. 16LE324129**

**Case No. 14-015**

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**SALT RIVER PROJECT**

**CONTRACT AND GRANT OF EASEMENT**

**THIS CONTRACT AND GRANT OF EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, between the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," and the **CITY OF AVONDALE, an Arizona Municipal Corporation** hereinafter referred to as "Grantor."

**WITNESSETH:**

That the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to

relocate a portion of an irrigation facility acquired for a project purpose to a piped irrigation facility at a new location; and,

**WHEREAS**, the United States owns a real property interest along the existing irrigation facility, and Grantor owns the fee title to the real property onto which the irrigation facility will be relocated; and,

**WHEREAS**, Grantor intends to grant to the United States and its assigns that certain real property interest needed for the relocated facility in exchange for the real property interest no longer needed for project purposes; and,

**WHEREAS**, the United States will release its interest, if any, in and to the real property interest no longer needed by Contract No. 16LE324130 to Grantor, and any and all other owners of record of the underlying fee title.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, the following grant and mutual covenants by and between the parties:

1. Grantor does hereby grant unto the United States, its successors and assigns, a perpetual easement to construct, reconstruct, operate and maintain certain water distribution system pipelines, as part of the SRP water distribution system, and such structures, installations and facilities used in the construction, reconstruction, operation and maintenance of said water

distribution system, across certain land situated in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew said water distribution system, together with the present and future right to clear said right-of-way to the extent deemed necessary by the United States to protect the rights and privileges herein granted.

3. The United States, its successors and assigns, may hold such easement forever for all purposes consistent with the water distribution feature of SRP, or any changes, or additions or modifications that may hereafter be made therein, and the United States, its successors and assigns, will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution feature, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A."

4. The Grantor hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more canals, pipelines, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to

conduct all related activities in, on, under, and across the land described in Exhibit "A" under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use existing or future roadways, lanes and rights-of-way on Grantor's property adjacent thereto, as may be convenient and necessary for the purposes of exercising the rights herein granted. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed and to trim, cut and clear away trees or brush whenever, in its judgment, the same shall be necessary for the convenient and safe exercise of the rights hereby granted, on said lands described in Exhibit "A," or on such adjoining lands for the purpose of exercising the rights herein granted.

(b) The rights granted to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses thereof, including but not limited to the right of the Grantor to use the lands within said parcel for agricultural and other purposes, which do not or could not directly or indirectly interfere with or endanger the exercise of the rights of the United States; PROVIDED, HOWEVER, that the Grantor shall clear and keep clear the lands described in Exhibit "A" from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and shall not drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights-of-way and the United States shall have the permanent right of exclusive use and possession within the easement.

5. The grant of easement herein contained is subject to easements and rights-of-way existing or of record in favor of the public or third parties, and subject to any outstanding interest in any and all organic or inorganic substances in or under said land.

6. Grantor warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business.

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this grant if made with a corporation or company for its general benefit.

8. The provisions of this grant shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this grant.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

**CITY OF AVONDALE, an Arizona  
Municipal Corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**UNITED STATES OF AMERICA**

By: *Jessie A. Meyers*  
Area Manager  
Phoenix Area Office  
Bureau of Reclamation

**Contract No. 16LE324129  
Case No. 14-015**

**ACKNOWLEDGMENT**

**State of Arizona     )  
  ) ss.  
County of Maricopa)**

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_, \_\_\_\_\_, on behalf of  
the **CITY OF AVONDALE, an Arizona municipal corporation** known to me to be the person  
described in the foregoing instrument, and acknowledged to me that he/she executed the same in  
the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public in and for  
said County and State

Contract No. 16LE324129  
Case No. 14-015

ACKNOWLEDGMENT

State of Arizona     )  
                                  ) ss.  
County of Maricopa )

On this 15 day of December, 2015, before me,  
Jessica L. Herndon-Ladewig, a Notary Public in and for said County and State  
personally appeared Leslie A. Meyers, Area Manager, Phoenix  
Area Office, Bureau of Reclamation, Department of the Interior, **UNITED STATES OF  
AMERICA**, known to me to be the person described in the foregoing instrument, and  
acknowledged to me that he/she executed the same on behalf of the United States in the capacity  
therein stated and for the purpose therein contained.



Jessica L. Herndon-Ladewig  
Notary Public in and for  
said County and State

EXHIBIT "A"  
DESCRIPTION OF REAL ESTATE IN MARICOPA COUNTY  
STATE OF ARIZONA

The following described Parcel located in the Southeast Quarter (SE1/4) of Section Six (6), Township One (1) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona:

Commencing at the Southeast corner of said Section 6, being marked by a City of Avondale brass cap in handhole, from which for a bearing reference the South Quarter corner of said Section 6, being marked by a Maricopa County Highway Department brass cap in handhole per point 54231-1 description on the Record of Survey recorded in Maricopa County Recorders Office (MCR) Book 686, page 43, bears South 89° 05' 04" West, 2613.35 feet (as recorded, Arizona Central Zone state plane NAD 83 distance); and from which for a second bearing reference the East Quarter corner of said Section 6, being marked by a City of Avondale brass cap in handhole, bears North 00° 02' 16" East, 2636.41 feet (as recorded, Arizona Central Zone state plane NAD 83 distance);

Thence along the South line of said Section 6, South 89° 05' 04" West, 110.02 feet to the West line of the East 110.00 feet of said Section 6;

Thence along last said West line, North 00° 02' 16" East, 90.01 feet to the north line of the south 90.00 feet of said Section 6 and the POINT OF BEGINNING;

Thence continuing along last said West line, North 00° 02' 16" East, 176.07 feet;

Thence leaving said West line, North 03° 51' 04" East, 225.54 feet to the West line of the East 95.00 feet of said Section 6;

Thence along last said West line of the East 95.00 feet, North 00° 02' 16" East, 1010.22 feet;

Thence leaving said West line of the East 95.00 feet, North 01° 03' 23" West, 316.18 feet to the West line of the East 101.04 feet of said Section 6;

Thence leaving said West line of the East 101.04 feet, North 45° 18' 47" East, 64.80 feet to the West line of a 25.00 feet wide existing irrigation easement described in MCR recorded August 04<sup>th</sup>, 2004 in instrument 20040903570, said West line indicated on said irrigation easement as the West line of the East 55.00 feet of said Section 6;

Thence along said West irrigation easement line, South 00° 02' 16" West, 42.22 feet;

(Parcel description continued next page)

Thence leaving said West line of the East 55.00 feet, South 45° 18' 47" West, 22.23 feet;

Thence South 01° 03' 23" East, 303.62 feet to the West line of the East 65.00 feet of said Section 6;

Thence along last said West line of the East 65.00 feet, South 00° 02' 16" West, 1011.50 feet;

Thence leaving said West line of the East 65.00 feet, South 03° 51' 04" West, 225.54 feet back to said West line of the East 80.00 feet of Section 6;

Thence along last said West line of the East 80.00 feet, South 00° 02' 16" West, 117.21 feet;

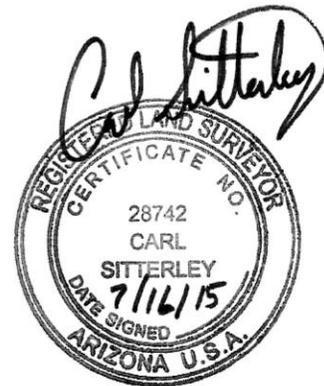
Thence leaving last said West line of the East 80.00 feet, South 45° 09' 56" East, 59.19 feet to the West line of the East 38.00 feet of said Section 6, also being the West line of the existing 30.00 feet wide USA Fee Right of Way per indenture 1906 reference Book 71 of Deeds, Pages 623-625 of Maricopa County Records Office;

Thence along said West USA Fee Right of Way line, South 00° 02' 16" West, 42.28 feet;

Thence leaving said West Right of Way line, North 45° 09' 56" West, 69.65 feet;

Thence South 44° 33' 40" West, 32.19 feet back to the POINT OF BEGINNING.

Parcel contains 54,335 square feet or 1.25 acres, more or less.



EXPIRES 03/31/2016



# EXHIBIT MAP PROPOSED EASEMENT

EXHIBIT PAGE 2 OF 2

### LINE TABLE

|     |             |          |
|-----|-------------|----------|
| L1= | N00°02'16"E | 90.01'   |
| L2= | N00°02'16"E | 176.07'  |
| L3= | N03°51'04"E | 225.54'  |
| L4= | N00°02'16"E | 1010.22' |
| L5= | N01°03'23"W | 316.18'  |
| L6= | N45°18'47"E | 64.80'   |
| L7= | S00°02'16"W | 42.22'   |
| L8= | S45°18'47"W | 22.23'   |

### LINE TABLE

|      |             |          |
|------|-------------|----------|
| L9=  | S01°03'23"E | 303.62'  |
| L10= | S00°02'16"W | 1011.50' |
| L11= | S03°51'04"W | 225.54'  |
| L12= | S00°02'16"W | 117.21'  |
| L13= | S45°09'56"E | 59.19'   |
| L14= | S00°02'16"W | 42.28'   |
| L15= | N45°09'56"W | 69.65'   |
| L16= | S44°33'40"W | 32.19'   |

### LINE TYPE LEGEND

|  |                                |
|--|--------------------------------|
|   | = PROPOSED PARCEL EASEMENT     |
|   | = EXISTING SECTION LINE        |
|   | = EXISTING ROAD RIGHT OF WAY   |
|   | = EXISTING IRRIGATION EASEMENT |
|  | = EXISTING ELECTRIC EASEMENT   |

### LEGEND

\*\* = AS RECORDED, ARIZONA CENTRAL  
ZONE STATE PLANE DISTANCE  
MCR BOOK 686, PAGE 43

"A" = CITY OF AVONDALE  
BRASS CAP IN HANDHOLE

"B" = MARICOPA COUNTY  
HIGHWAY DEPARTMENT  
BRASS CAP IN HANDHOLE

"C" = CITY OF AVONDALE  
BRASS CAP IN HANDHOLE

o = ANGLE POINT OF DESCRIPTION

◆ = SECTION CORNER POSITION

◆ = QUARTER SECTION CORNER

OR ◆ = POSITION IN DIRECTION OF  
SECTION LINE

R/W=RIGHT OF WAY

MCR=MARICOPA COUNTY  
RECORDERS OFFICE

P.O.B.= POINT OF BEGINNING

P.O.C.= POINT OF COMMENCING

T1N= TOWNSHIP ONE NORTH

R1E= RANGE ONE EAST

G&SRM = GILA AND SALT  
RIVER MERIDIAN

Contract 16LE324129  
Case 14-015



EXPIRES 03/31/2016

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



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Public Hearing - Resolution 3298-216 -  
Approving a Rate Schedule for Water and  
Wastewater User Charges and Setting an  
Effective Date

**MEETING DATE:**

2/16/2016

---

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

**PURPOSE:**

Staff is requesting that Council hold a public hearing and adopt a resolution amending water and sewer rates.

**BACKGROUND:**

On December 14, 2015 staff presented an update on the water and sewer rates, based on the annual review of the City's water and sewer rate model. Staff recommended a 7.5% increase in water and a 6% increase in sewer revenue in the first year and 6% increase in subsequent years for both water and sewer. Council provided direction to adjust the model to incorporate a 15% increase in the first, third and fifth year of the rate model, with no increase in the other years.

On January 4<sup>th</sup>, 2016 staff presented the adjusted rate model with a 15% average increase. Council directed staff to proceed with the rate model that incorporated the 15% average increase. While the Council cannot take action for future years, the rate study proposes a 15 percent rate increases in FY 2018, and FY 2020.

**DISCUSSION:**

During this process, the Council directed staff to go out into the community to hear from residents on the proposed changes. The City held public meetings on December 8<sup>th</sup>, 2015, January 25<sup>th</sup> and 27<sup>th</sup>, 2016, February 8<sup>th</sup> and February 10<sup>th</sup>, 2016.

As of the writing of this report four of the meetings are complete. One resident (in addition to the press and other staff) attended the December 8<sup>th</sup> meeting and made a comment that the rate increase was needed (his group was presented with the original proposal of 7.5% and then subsequent 6% rate increases as that meeting occurred before the Council changed the proposed structure of increases). At the January 25<sup>th</sup>, January 27<sup>th</sup> and February 8<sup>th</sup> meetings, one resident attended each meeting who expressed concerns that the rate increase will be a very large increase at one time and would rather have the smaller increases annually than the one large increase every two years. She commented that this would have a very detrimental impact on the homeowners' associations whose budgets are complete at this time. Another resident approached staff in the hallway of City Hall and said that her neighbors had commented that they preferred the more affordable gradual approach as well.

Staff will provide the feedback from the February 10th meeting at the February 16th Council meeting.

**BUDGET IMPACT:**

The new rates will impact the budget as more revenue will be generated in the water and sewer funds. The current FY 2016 impact will be small as the implementation of the new rates will not be until March, but staff will project FY 2017 revenue using the new rates as adopted by Council. The current revenue projections are located on page six of the rate study. It is notable, however, that the FY 2016 estimate is higher than actually expected as the model assumes that the rates are in effect for a six-month period. In reality, this will be approximately a three month period.

**RECOMMENDATION:**

Staff recommends that Council hold a public hearing and consider a resolution approving a rate schedule for water and wastewater user charges and setting an effective date.

**ATTACHMENTS:**

Description

[Resolution 3298-216](#)

## **RESOLUTION NO. 3298-216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A RATE SCHEDULE FOR WATER AND WASTEWATER USER CHARGES AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, pursuant to the provisions of ARIZ. REV. STAT. § 9-511.01, the Council of the City of Avondale (the “City Council”) may increase water and wastewater rates if (i) a written report supporting the increased rate or rate component, fee or service charge has been prepared and made available to the public by filing a copy in the office of the City Clerk at least 30 days before the public hearing, (ii) a notice of intention to increase water or wastewater rates or rate components has been adopted, (iii) a public hearing is held on the proposed increase, which shall be held not less than 30 days after adoption of the notice of intention and (iv) a copy of the notice of intention showing the date, time and place of such hearing shall be published one time in a newspaper of general circulation within the boundaries of the municipality not less than 20 days before the public hearing date; and

**WHEREAS**, City Staff has performed a revenue sufficiency and cost of service analysis, determined that the City of Avondale’s water and wastewater rates or rate components need to be increased and documented their findings in a written report (the “Report”); and

**WHEREAS**, a copy of the Report has been made available to the public by filing a copy in the office of the City Clerk at least 30 days prior to the public hearing on the proposed increase in water and wastewater user charges in accordance with ARIZ. REV. STAT. § 9-511.01(A)(1); and

**WHEREAS**, a Notice of Intent to Increase Water and Wastewater User Charges for the City’s water and wastewater utility services was adopted in Resolution 3285-116, approved by the City Council on January 4, 2016, and was thereafter published in accordance with ARIZ. REV. STAT. § 9-511.01(A)(2); and

**WHEREAS**, a written notice of the proposed increase in water and wastewater user charges was posted on the City’s website in accordance with ARIZ. REV. STAT. § 9-499.15(B)(1) and (2); and

**WHEREAS**, a public hearing on the proposed increase was held on February 16, 2016, in accordance with ARIZ. REV. STAT. § 9-511.01(A)(2); and

**WHEREAS**, the City Council finds that the proposed increases in the water and wastewater user charges are fully supported by the Report and will fully and fairly recover the cost of providing water and wastewater services from each customer class.

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

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

SECTION 2. The City Council hereby accepts the Report and desires to implement the first year of the rate increases recommended therein.

SECTION 3. The increased rates for water and wastewater user charges shall be charged in accordance with the consumption charges set forth in Exhibit A and sewer service rates set forth in Exhibit B, both as attached hereto and incorporated herein by reference.

SECTION 4. The increased rates shall take effect at 12:01 a.m. on March 17, 2016.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

\_\_\_\_\_  
Kenneth N. Weise, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

**ALTERNATE EXHIBIT 1**

(This page to be removed after approval.)

EXHIBIT A  
TO  
RESOLUTION 3298-216

[Consumption Charges]

See following page.

**CONSUMPTION CHARGES:**

|   |         |
|---|---------|
| Customer Charge Per Bill-All users                      | \$ 3.50 |
| <b>Meter Size-Base Fee all users*</b>                   |         |
| 3/4" meter  | 8.00    |
| 1" meter  | 20.00   |
| 1 1/2" meter  | 40.00   |
| 2" meter  | 63.90   |
| 3" meter  | 119.90  |
| 4" meter  | 199.80  |
| 6" meter  | 399.60  |
| 8" meter  | 639.40  |
| 10" meter   | 919.10  |
| Hydrant meter   | 919.10  |
| <b>Residential Usage Charge per 1,000 gallons</b>       |         |
| 0-4,000 gallons   | 1.10    |
| 5,000-8,000 gallons                                     | 1.76    |
| 9,000-12,000 gallons                                    | 2.56    |
| 13,000 + gallons  | 4.02    |
| <b>**Non-Residential Usage Charge per 1,000 gallons</b> |         |
| 0-8,000 gallons   | 1.76    |
| 9,000-12,000 gallons                                    | 2.56    |
| 13,000 + gallons  | 4.02    |
| Hydrant usage-All gallons                               | 4.02    |

EXHIBIT B  
TO  
RESOLUTION 3298-216

[Sewer Service Rates]

See following page.

**SEWER SERVICE RATE:**

|  |  |                      |
|--|--|----------------------|
| Per bill administrative charge - all users | \$ 6.70                                |                      |
| <b>User Class</b>                          | <b>Volume charge per<br/>1,000 gal</b> | <b>Return Factor</b> |
| Residential*                               | \$ 3.73                                | 80%                  |
| Multi-family                               | 3.73                                   | 100%                 |
| Mobile home park*                          | 3.73                                   | 80%                  |
| Auto steam cleaning                        | 9.14                                   | 70%                  |
| Bakery wholesale                           | 5.79                                   | 80%                  |
| Hospital & convalescence                   | 2.80                                   | 80%                  |
| Markets with garbage disposal              | 6.74                                   | 80%                  |
| Repair shop and service station            | 2.80                                   | 80%                  |
| Restaurant                                 | 7.20                                   | 80%                  |
| Schools & colleges                         | 2.27                                   | 80%                  |
| Bars w/o dining                            | 2.79                                   | 80%                  |
| Laundromat                                 | 2.38                                   | 70%                  |
| Commercial laundry                         | 3.99                                   | 70%                  |
| Car wash                                   | 1.89                                   | 70%                  |
| Professional office                        | 2.22                                   | 80%                  |
| Department store & retail                  | 2.46                                   | 80%                  |
| Hotel w/dining                             | 4.98                                   | 80%                  |
| Hotel w/o dining                           | 3.11                                   | 80%                  |
| Mortuaries                                 | 6.74                                   | 80%                  |

\*The monthly volume charges for residential customer classifications shall be based on the average monthly billing of water usage during the calendar months of December, January, and February. The billing of July of each year shall first reflect the base usage so determined. New users without previous history shall be presumed a base usage of eight thousand (8,000) gallons per month. All laundries and carwashes will have a return factor of seventy (70) percent of their metered water. Multi-family charges shall be based on one hundred (100) percent of monthly metered water usage. All others shall be based on eighty (80) percent except as otherwise provided in section 24-125.

**ALTERNATE EXHIBIT 2**

(This page to be removed after approval.)

EXHIBIT A  
TO  
RESOLUTION 3298-216

[Consumption Charges]

See following page.

**CONSUMPTION CHARGES:**

|   |         |
|---|---------|
| Customer Charge Per Bill-All users                      | \$ 3.30 |
| <b>Meter Size-Base Fee all users*</b>                   |         |
| 3/4" meter  | 7.70    |
| 1" meter  | 19.30   |
| 1 1/2" meter  | 38.60   |
| 2" meter  | 61.70   |
| 3" meter  | 115.70  |
| 4" meter  | 192.80  |
| 6" meter  | 385.70  |
| 8" meter  | 617.10  |
| 10" meter   | 887.10  |
| Hydrant meter   | 887.10  |
| <b>Residential Usage Charge per 1,000 gallons</b>       |         |
| 0-4,000 gallons   | 1.06    |
| 5,000-8,000 gallons                                     | 1.69    |
| 9,000-12,000 gallons                                    | 2.47    |
| 13,000 + gallons  | 3.88    |
| <b>**Non-Residential Usage Charge per 1,000 gallons</b> |         |
| 0-8,000 gallons   | 1.69    |
| 9,000-12,000 gallons                                    | 2.47    |
| 13,000 + gallons  | 3.88    |
| Hydrant usage-All gallons                               | 3.88    |

EXHIBIT B  
TO  
RESOLUTION 3298-216

[Sewer Service Rates]

See following page.

**SEWER SERVICE RATE:**

|  |  |                      |
|--|--|----------------------|
| Per bill administrative charge - all users | \$ 6.42                                |                      |
| <b>User Class</b>                          | <b>Volume charge per<br/>1,000 gal</b> | <b>Return Factor</b> |
| Residential*                               | \$ 3.52                                | 80%                  |
| Multi-family                               | 3.52                                   | 100%                 |
| Mobile home park*                          | 3.52                                   | 80%                  |
| Auto steam cleaning                        | 8.58                                   | 70%                  |
| Bakery wholesale                           | 5.41                                   | 80%                  |
| Hospital & convalescence                   | 2.74                                   | 80%                  |
| Markets with garbage disposal              | 6.68                                   | 80%                  |
| Repair shop and service station            | 2.74                                   | 80%                  |
| Restaurant                                 | 7.14                                   | 80%                  |
| Schools & colleges                         | 2.21                                   | 80%                  |
| Bars w/o dining                            | 2.73                                   | 80%                  |
| Laundromat                                 | 2.32                                   | 70%                  |
| Commercial laundry                         | 3.93                                   | 70%                  |
| Car wash                                   | 1.83                                   | 70%                  |
| Professional office                        | 2.16                                   | 80%                  |
| Department store & retail                  | 2.40                                   | 80%                  |
| Hotel w/dining                             | 4.92                                   | 80%                  |
| Hotel w/o dining                           | 3.05                                   | 80%                  |
| Mortuaries                                 | 6.68                                   | 80%                  |

\*The monthly volume charges for residential customer classifications shall be based on the average monthly billing of water usage during the calendar months of December, January, and February. The billing of July of each year shall first reflect the base usage so determined. New users without previous history shall be presumed a base usage of eight thousand (8,000) gallons per month. All laundries and carwashes will have a return factor of seventy (70) percent of their metered water. Multi-family charges shall be based on one hundred (100) percent of monthly metered water usage. All others shall be based on eighty (80) percent except as otherwise provided in section 24-125.



## CITY COUNCIL AGENDA

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**SUBJECT:**

Ordinance 1598-216 - Vista Del Verde PAD  
Amendment (PL-15-0264)

**MEETING DATE:**

2/16/2016

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**TO:**

Mayor and Council

**FROM:**

Tracy Stevens, Director, Development & Engineering Services, 623.333.4012

**THROUGH:**

David Fitzhugh, City Manager, 623.333.1014

---

**REQUEST:**

Hold a public hearing for a requested PAD Amendment for Vista Del Verde (aka Roy's Place), Application PL-15-0264.

**PARCEL SIZE:**

144 acres

**LOCATION:**

West side of 107<sup>th</sup> Avenue about 300 feet north of Buckeye Road.

**APPLICANT:**

VDV Recovery Acquisitions/Rose Law Group

**OWNER:**

VDV Recovery Acquisitions, LLC

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**BACKGROUND:**

Vista Del Verde (aka Roy's Place) was originally rezoned by the City of Avondale (the "City") to Planned Area Development ("PAD") on December 15, 2003 (Case No. A03-663). The PAD was subsequently amended on May 16, 2005 (Case No. Z-05-2). The Preliminary Plat (Case No. PP-04-5) was approved on April 21, 2005 and the Final Plat (Case No. FP-05-15) was approved on November 6, 2006 and recorded on December 29, 2006. Due to market conditions, the subdivision improvements were partially completed and subsequently put on hold. The subdivision has remained in a partially completed state for the past several years. The property owner, VDV Acquisitions, is seeking to phase development of the subdivision in more manageable and marketable parcels.

The General Plan 2030 land use designation for the subject parcel is Medium Density Residential. This land use designation is designed to contain densities that range from 2.5 to 4 single-family dwelling units per acre. This land use category provides for a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities. Churches, parks, trails, and other open space amenities, as well as public facilities, are permitted in this category. This proposal is in concert with the underlying land use designation.

**SUMMARY OF REQUEST:**

The Applicant, VDV Acquisitions is requesting that the originally approved stipulation regarding completion of infrastructure be amended to allow phasing of the infrastructure to accompany

phasing of overall development. The improvements in question would occur in Tract "H" as identified on Exhibit D. The Applicant is requesting that the improvements in Tract "H" be allowed to accompany development of Phase 3. Staff's additional stipulation will require that a major portion of the improvements to the main collector road for the development, Maricopa Street, will be completed during the first phase.

#### **PARTICIPATION:**

A neighborhood meeting is not required for a minor PAD Amendment. The Applicant sent letters to property owners within a 500-foot radius on January 4, 2016, inviting participation at the Planning Commission hearing on January 21, 2016. The Planning Division has received no phone calls, emails, or correspondence in support or opposition to the proposed PAD amendment. The property was posted on January 4, 2015. A notice of the public hearing was published in the *West Valley View* on January 6, 2016. A notice of Public Hearing for the City Council hearing of February 16, 2016 was published in the January 27 edition of the *West Valley View*.

#### **PLANNING COMMISSION ACTION:**

At its regular meeting of January 21, 2016, the Planning Commission voted unanimously to recommend approval of the requested PAD Amendment to the City Council.

#### **ANALYSIS:**

The Applicant is requesting that the improvements in Tract "H" be allowed to accompany development of Phase 3. Staff's additional stipulation will require that the main collector road for the development, Maricopa Street, will be completed during the first phase.

The approved PAD contains the following stipulation:

*19. The perimeter walls and landscaping shall be completed during the first phase of development.*

The requested modified language is as follows (with new text underlined):

*19. The perimeter walls and landscaping adjacent to 107th Avenue shall be completed during the first phase of development. The perimeter walls and landscaping within 'Tract H', along the southern boundary of the development, shall be completed with the third phase.*

In addition to the above modification, it is requested that the following stipulation be added:

*20. All required improvements to Maricopa Street shall be completed as follows:*

*a) Full street improvements to the north side of Maricopa Street, including landscaped median, sidewalk, curb, gutter, and streetlights from 107th Avenue to 110th Avenue shall be completed with the first phase of development.*

*b) Landscaped median, curb, gutter and sidewalk shall be completed on the north side of Maricopa Street along Tract CC between the western boundary of the subdivision and 110<sup>th</sup> Avenue with the first phase of development.*

*c) Right-of-way landscaping and sidewalk within Tract P between 107th Avenue and 108th Avenue on the south side of Maricopa Street shall be completed with the first phase of development.*

*d) The sidewalk and right-of-way landscaping on the south side of Maricopa Street, with the exception of Tract P, shall be completed with phases three and four of development.*

The PAD, as approved, provided for a heavily landscaped 126-foot wide, 9.22-acre linear open space buffer as a drainage/retention facility and visual barrier from incompatible industrial and

railroad uses to the south of the project. Phases 1 and 2 are in the northern portion of the site, north of Maricopa Street; Phase 3 will proceed south of Maricopa Street on the eastern half of the site, followed by Phase 4 in the southwestern portion of the site to complete the subdivision. As originally stipulated, all of the infrastructure improvements, including perimeter walls and landscaping, were to be completed in the first phase.

As noted, the Final Plat was recorded in November 2006. Infrastructure improvements were only partially completed when construction was stopped due to market conditions. The perimeter wall along 107<sup>th</sup> Avenue and some utility installation were completed.

Concurrent with this application, VDV Recovery Acquisitions is proceeding with the development and has filed an application for an Amended Final Plat and submitted landscape plans to the City for review and approval. This project, which has been stalled for more than eight years, is now on track for completion. Civil plans, including the drainage report, are currently being reviewed by the Engineering Division for Phases 1 and 2. No plans have to date been submitted for the last two phases.

The perimeter walls and landscaping at the southern boundary of the subdivision in Tract "H" are not necessary for the operation of the existing drainage channel, which primarily conveys off-site storm water to the west, across the southern end of the subdivision. The planned Tract "H" improvements do not provide storm water retention for Phases 1 and 2, which are proceeding first, and will include the large retention basin north of Maricopa Street as shown on Attachment D. The new stipulation requires that a major portion of improvements to Maricopa Street will be completed with the first phase (see Attachment D): its entire length from 107<sup>th</sup> Avenue to its new connection through the Starlight Trails subdivision to the west, including landscaped median, curb, gutter, and streetlights on both sides. Sidewalk will be installed along the entire north side of Maricopa Street from Starlight Trails to 107<sup>th</sup> Avenue. The north side of Maricopa Street will be landscaped in addition to the described improvements from 107<sup>th</sup> Avenue to 110<sup>th</sup> Avenue. The south side of Maricopa Street will be landscaped from 107<sup>th</sup> Avenue to 108<sup>th</sup> Avenue, including curb, gutter, sidewalk, and streetlights. These improvements will provide a visual buffer for Phases 1 and 2 for the industrial uses to the south. In addition, 107<sup>th</sup> Avenue will be fully landscaped in front of the development. Therefore, the perimeter wall at the southern boundary of the subdivision is not required to screen views of the industrial uses.

As the infrastructure improvements along the southern boundary of the subdivision are not required from drainage or aesthetic standpoints for Phases 1 and 2, there would be no adverse environmental effect on the community as a result of allowing the infrastructure in Tract "H" to be undertaken when construction Phase 3 occurs. The new stipulation #20 will ensure that improvements to Maricopa Street will proceed appropriately throughout the development of the subdivision.

The modification to the stipulations will result in a more competitive project that is better positioned for development in today's economic environment. In short, the changes will help bring the partially completed Vista Del Verde subdivision to market after nearly a decade of inactivity. The requested PAD Amendment would allow the Applicant to develop the property in a more efficient manner, would not have an adverse environmental effect, and would be consistent with the goals and objectives of the General Plan. Based on the information provided by the Applicant and the analysis by staff, staff recommends approval of the requested PAD amendment with the following conditions of approval:

1. The perimeter walls and landscaping adjacent to 107<sup>th</sup> Avenue shall be completed during the first phase of development. The perimeter walls and landscaping within 'Tract H', along the southern boundary of the development, shall be completed with the third phase.

2. All required improvements to Maricopa Street shall be completed with the first phase of development.

3. The amended PAD shall be subject to all stipulations of the original PAD approval (A-03-663) and the subsequent amendment (Z-05-02), except as modified herein.

**FINDINGS:**

1. Approval of the PAD Amendment will result in a development compatible with the General Plan and existing development in the area.

2. Approval of the PAD Amendment will not be detrimental to persons residing or working in the area, on adjacent properties in the neighborhood, or to the public welfare in general.

**RECOMMENDATION:**

Staff recommends approval of Ordinance XXXX-YYY, application PL-15-0264, a requested PAD Amendment for Vista Del Verde (aka Roy's Place).

**PROPOSED MOTION:**

I move that the City Council accept the findings and approve Ordinance 1598-216, application PL-15-0264, a PAD Amendment for Vista Del Verde (aka Roy's Place) subject to the three conditions of approval.

**ATTACHMENTS:**

**Description**

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

[Exhibit B - Zoning Vicinity Map](#)

[Exhibit C - Aerial Photograph](#)

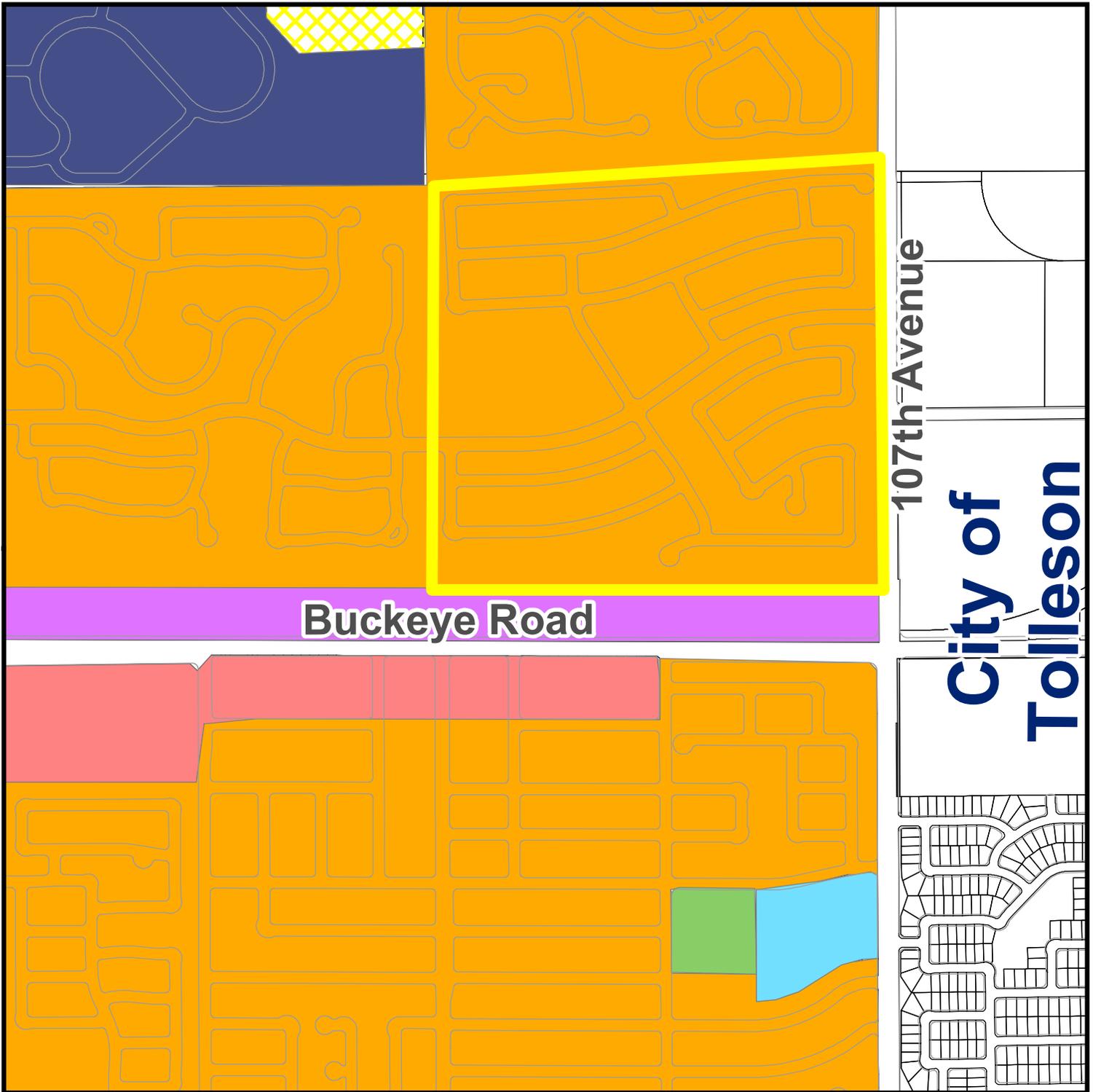
[Exhibit D - Vista Del Verde Phasing Plan](#)

[Exhibit E - Planning Commission Minutes 1-21-16](#)

[Ordinance 1598-216](#)

**PROJECT MANAGER**

Alison Rondone, Planner II, 623.333.4033



# General Plan Land Use Map

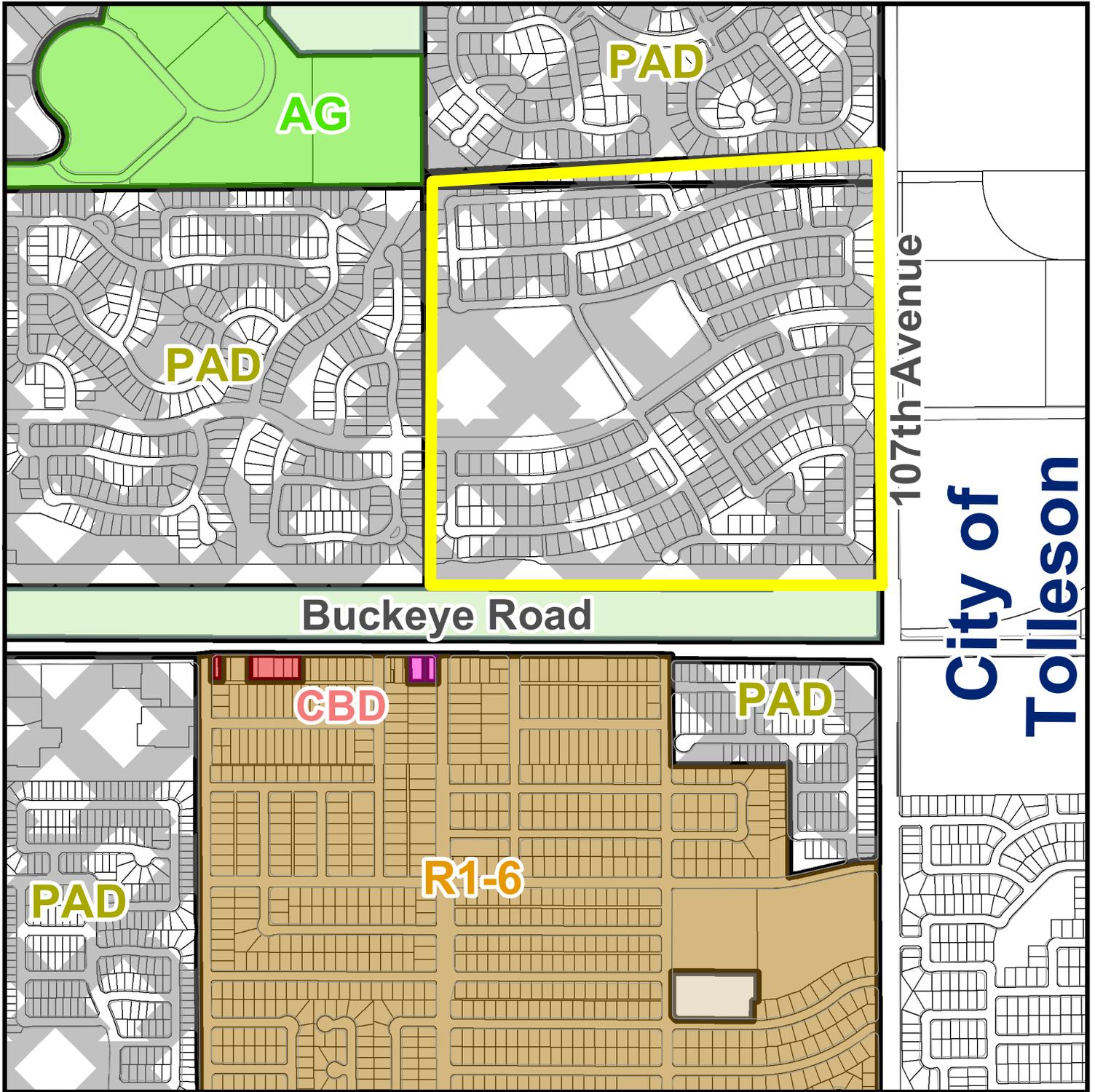


- Medium Density Residential
- Public/Civic
- Open Space and Parks

- Local Commercial
- Education



Project Location

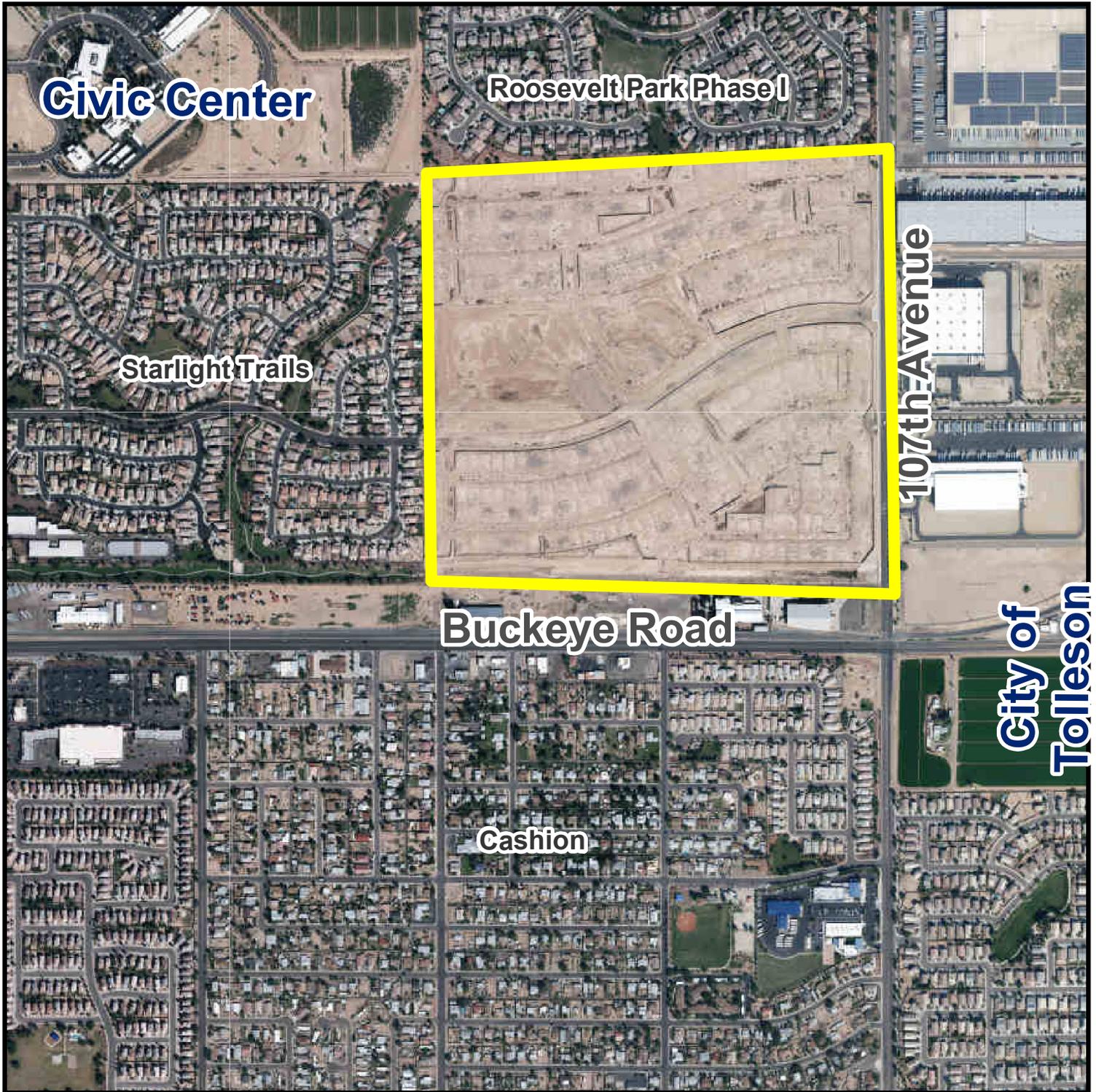


# Zoning Vicinity Map



 Project Location





# Aerial Photograph

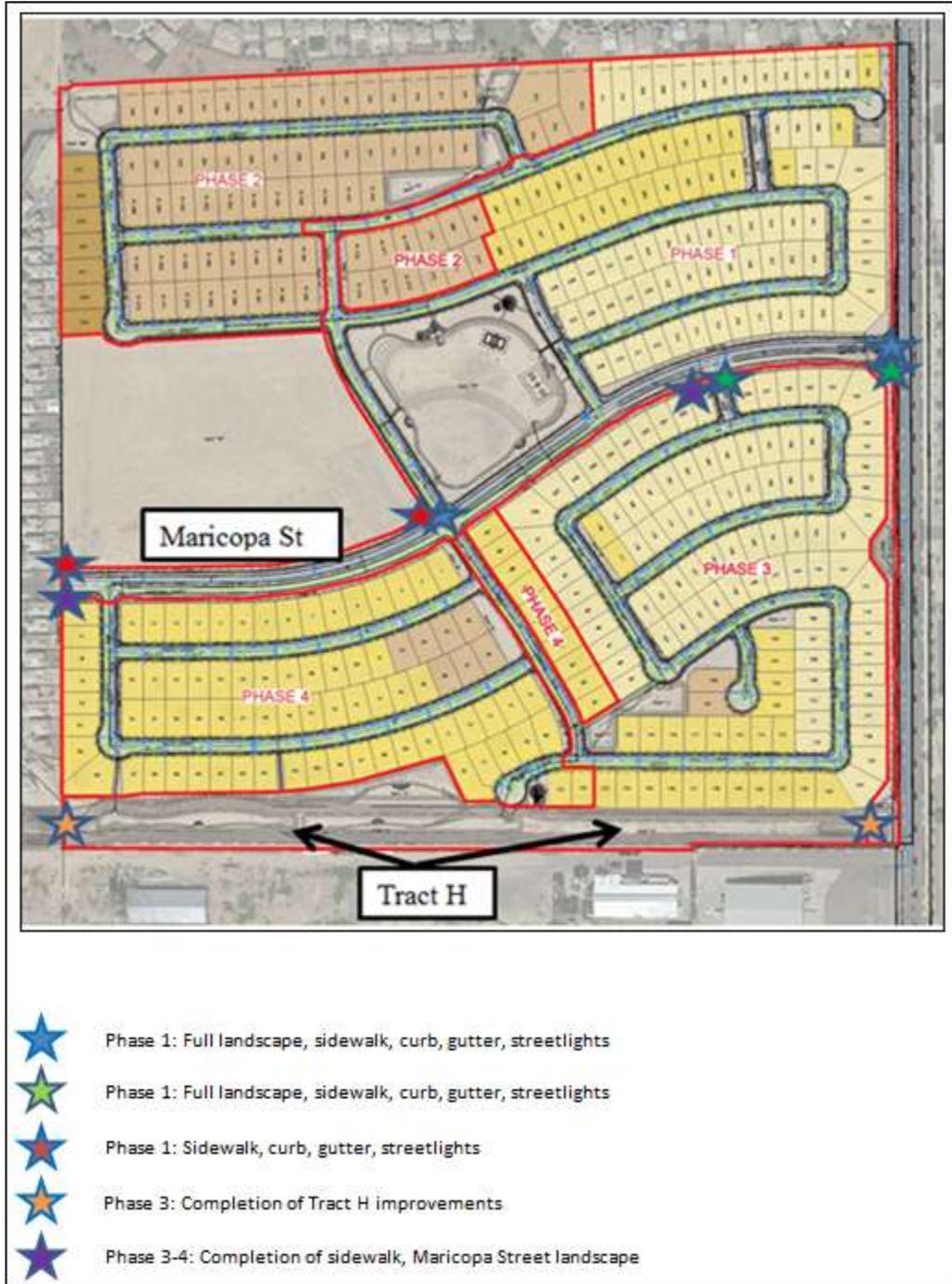


 Project Location



### Vista Del Verde - Phasing of Improvements

- Phase 1 – Maricopa Street (partial)
- Phase 3 – Completion of Tract H Improvements
- Phases 3-4 – Completion of Maricopa Street south side



**Excerpt of the Minutes of the regular Planning Commission meeting held January 21, 2016 at 6:30 p.m. in the Council Chambers.**

COMMISSIONERS PRESENT

Olivia Pineda, Chair  
Gloria Solorio, Vice Chair  
Christopher Reams, Commissioner  
Kevin Kugler, Commissioner  
Pearlette Ramos, Commissioner  
Kristopher Ortega, Commissioner

COMMISSIONERS Absent

Russell Van Leuven, Commissioner - excused

CITY STAFF PRESENT

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

**PL-15-0264: Vista Del Verde**

This is a public hearing before the Planning Commission to review and solicit public input on application PL-15-0264, a request by VDV Recovery Acquisition, LLC, to amend the Vista del Verde Planned Area Development (PAD), which is also known as “Roy’s Place”. The PAD proposes a 144 acre single-family residential development located north of the northwest corner of Buckeye Road and 107<sup>th</sup> Avenue. The request pertains to the phasing of infrastructure improvements associated with the project. Staff Contact: Alison Rondone

Alison Rondone, Planner II, said the Vista del Verde PAD is surrounded primarily by other PADs. The property was annexed into the City in 1985. The General Plan land use designation is Medium Density Residential. It was originally rezoned from AG - Agricultural in 2003, and a subsequent PAD amendment in 2005 added 1.8 acres to the PAD boundary. The request is for modification of one original stipulation in the PAD, and the addition of a new stipulation.

Ms. Rondone said the modified stipulation concerns the perimeter along Tract H. The original PAD provided for the heavily landscaped drainage area and visual barrier. It would be modified to allow that particular improvement to proceed later when Phases 3 and 4 are completed. The new stipulation was requested by staff to ensure that a majority of the Maricopa Street improvements proceed within Phase 1 to create immediate connectivity and visual impact. All of the interior streets would be landscaped and improved during their respective phases.

Ms. Rondone noted that perimeter walls and landscaping are not required for drainage at this time. Drainage from Phases 1 and 2 would occur on site. Improvements along Maricopa Street as well as the existing boundary walls would provide a sufficient visual buffer from the industrial uses to the south. 107th Avenue would be completely landscaped as part of Phase 1.

Ms. Rondone stated that no neighborhood meeting was required for this application. Notification letters were sent to property owners, and the site was posted on January 4<sup>th</sup>. A legal ad was published. There have been four phone inquiries to date to request information, but the callers expressed no opinion. This amendment will help bring a dormant development to market. Staff recommends approval of the application with the three conditions as set forth in the staff report.

Commissioner Kugler inquired about the practice of staging infrastructure improvements through zoning stipulations. Gary Verburg, Legal Counsel, responded that it is legally advantageous to handle requirements as zoning stipulations instead of through development agreements. Considering there is no development agreement in place on this development, there is no other choice but to handle requirements through stipulations.

Commissioner Kugler inquired about the status of the industrial property to the south on MC-85. Ms. Rondone said that appears that the milling equipment is being demolished, but she is unsure of the long-term plans. Cameron Carter, speaking on behalf of the Applicant, said he is also unaware of the property owner's plan, but described the dismantling of the mill as a favorable condition for proceeding with residential development. Ms. Rondone provided an errata sheet showing specific language of the stipulation regarding Maricopa Street improvements.

Chair Pineda opened the public hearing. Upon acknowledging no requests to speak, she closed the public hearing.

Chair Pineda invited a motion. Commissioner Kugler moved to recommend approval of Application PL-15-0264, with two staff recommended conditions of approval, in addition to the modified stipulation as provided on the attached errata sheet. Commissioner Ramos seconded the motion.

#### ROLL CALL VOTE

|                                 |     |
|---------------------------------|-----|
| Olivia Pineda, Chair            | Aye |
| Gloria Solorio, Vice Chair      | Aye |
| Christopher Reams, Commissioner | Aye |
| Kevin Kugler, Commissioner      | Aye |
| Pearlette Ramos, Commissioner   | Aye |
| Kristopher Ortega, Commissioner | Aye |

The motion carried by a 6-0 vote.

## **ORDINANCE 1598-216**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, MODIFYING THE PLANNED AREA DEVELOPMENT ZONING FOR REAL PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 107TH AVENUE AND BUCKEYE ROAD, AS SHOWN IN APPLICATION PL-15-0264, BY AMENDING THE STIPULATIONS FOR THE DEVELOPMENT.

**WHEREAS**, on December 15, 2003, the Council of the City of Avondale (the “City Council”) amended the City of Avondale Zoning Atlas (the “Zoning Atlas”) by rezoning approximately 140.33 acres of land located at the northwest corner of 107th Avenue and Buckeye Road as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Property”) to a Planned Area Development known as Roy’s Place (presently known as the “Vista Del Verde PAD”) subject to stipulations (the “2003 Stipulations”); and

**WHEREAS** on May 16, 2005, the City Council amended the Zoning Atlas by rezoning approximately 1.81 acres of land and expanded the Property subject to stipulations (the “2005 Stipulations”); and

**WHEREAS**, the City Council now desires to modify the stipulations relating to the Property within the Vista Del Verde PAD by adopting the amendment as shown in Application PL-15-0264 (the “2016 Stipulation Amendment”); and

**WHEREAS**, all due and proper notice of the public hearing on the 2016 Stipulation Amendment held before the City of Avondale Planning Commission (the “Commission”) was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, on Thursday, January 21, 2016, the Commission held a public hearing on the 2016 Stipulation Amendment, after which the Commission recommended approval.

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

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

SECTION 2. The 2016 Stipulation Amendment for the Vista Del Verde PAD is hereby approved as follows:

1. Stipulation 19 of the 2003 Stipulations is deleted in its entirety and replaced with the following:
  19. The perimeter walls and landscaping adjacent to 107th Avenue shall be completed during the first phase of development. The perimeter walls and landscaping within 'Tract H', along the southern boundary of the development, shall be completed with the third phase.
2. A new stipulation 20 is added to read as follows:
  20. All required improvements to Maricopa Street shall be completed as follows:
    - a. Full street improvements to the north side of Maricopa Street, including landscaped median, sidewalk, curb, gutter, and streetlights from 107th Avenue to 110th Avenue shall be completed with the first phase of development.
    - b. Landscaped median, curb, gutter and sidewalk shall be completed on the north side of Maricopa Street along Tract CC between the western boundary of the subdivision and 110th Avenue with the first phase of development.
    - c. Right-of-way landscaping and sidewalk within Tract P between 107th Avenue and 108th Avenue on the south side of Maricopa Street shall be completed with the first phase of development.
    - d. The sidewalk and right-of-way landscaping on the south side of Maricopa Street, with the exception of Tract P, shall be completed with phases three and four of development.
3. The 2003 Stipulations and the 2005 Stipulations shall remain in full force and effect unless expressly modified by the 2016 Stipulation Amendment.

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

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

---

Kenneth N. Weise, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED:

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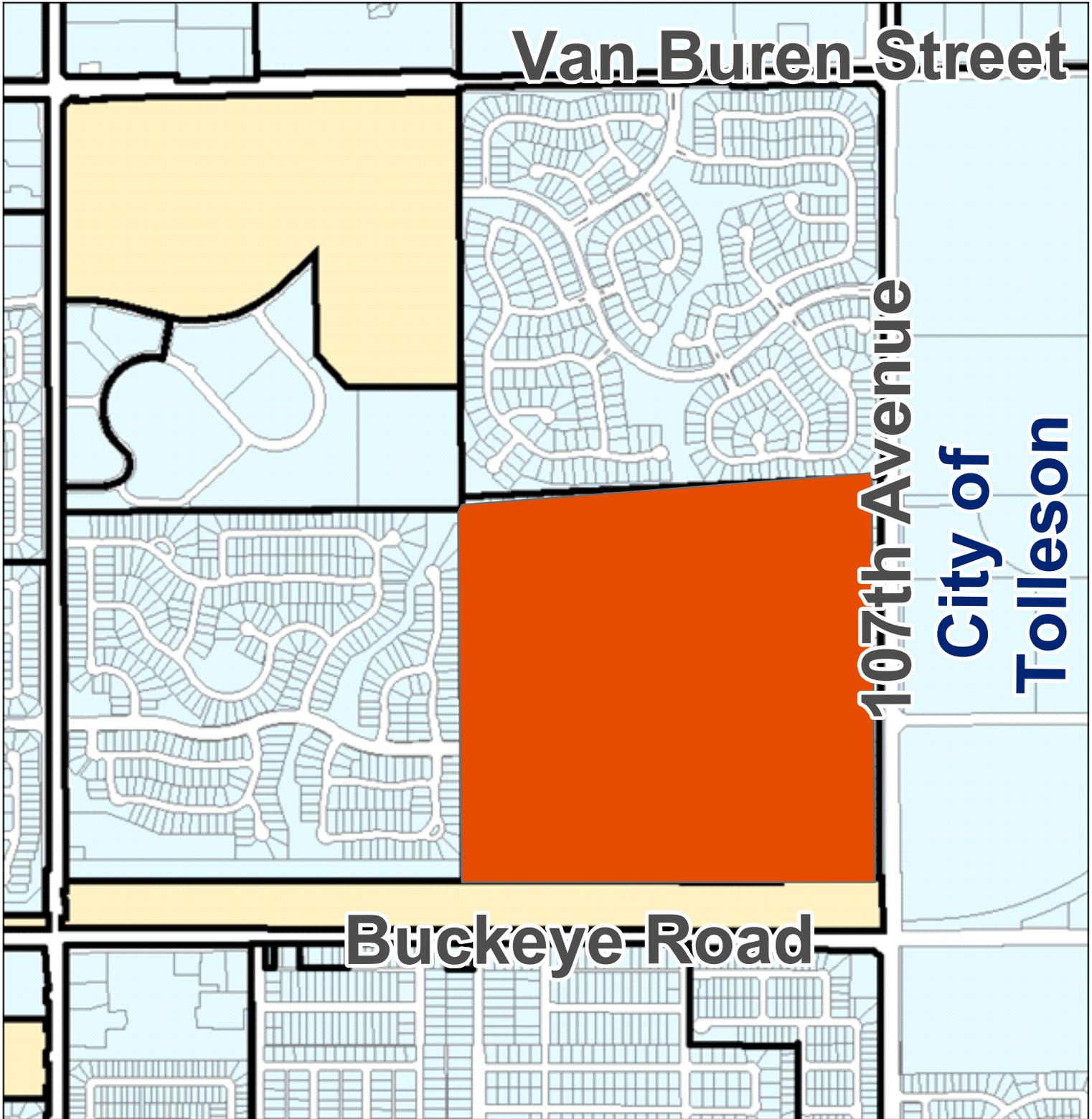
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1598-216

[Legal Description and Map]

See following pages.

**Van Buren Street**



**107th Avenue**

**City of  
Tolleson**

**Buckeye Road**

# Application PL-15-0264



 Subject Property



EXHIBIT 'A'  
VISTA DEL VERDE  
LEGAL DESCRIPTION

THAT CERTAIN PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE EAST QUARTER CORNER OF SAID SECTION;

THENCE SOUTH 00 DEGREES 12 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2270.72 FEET TO THE NORTH LINE OF THE SOUTH 353.00 FEET OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 676.13 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST 20.00 FEET TO THE NORTH LINE OF THE SOUTH 333.00 OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID LAST MENTIONED NORTH LINE A DISTANCE OF 1932.20 FEET TO THE WEST LINE OF SAID EAST HALF;

THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 2268.38 FEET, SAID WEST LINE ALSO BEING THE EAST LINE OF "C.W. RANCH" AND "C.W. RANCH 2" AS SHOWN ON THE FINAL PLATS OF SAID "C.W. RANCH" AND "C.W. RANCH 2" AS RECORDED IN BOOK 673, PAGE 16, AND BOOK 740, PAGE 40 RESPECTIVELY OF THE RECORDS OF SAID COUNTY, TO THE CENTER SAID OF SECTION;

THENCE NORTH 00 DEGREES 16 MINUTES 36 SECONDS WEST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 63.02 FEET TO THE SOUTHWEST CORNER OF "ROOSEVELT PARK UNIT 1" AS SHOWN ON SHEET 8 OF 8 OF THE FINAL PLAT OF SAID "ROOSEVELT PARK UNIT 1" RECORDED IN BOOK 716, PAGE 47 OF THE RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF SAID "ROOSEVELT PARK UNIT 1" THE FOLLOWING COURSES AND DISTANCES:

NORTH 86 DEGREES 57 MINUTES 38 SECONDS EAST, A DISTANCE OF 30.71 FEET;

THENCE NORTH 42 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 13.14 FEET;

THENCE NORTH 87 DEGREES 17 MINUTES 09 SECONDS EAST A DISTANCE OF 1615.62;

THENCE NORTH 86 DEGREES 57 MINUTES 39 SECONDS EAST 958.19 FEET TO SAID EAST LINE;

THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 186.00 FEET TO THE **POINT OF BEGINNING**.

PREPARED BY: HILGARTWILSON  
2141 E. HIGHLAND AVENUE, SUITE 250  
PHOENIX, AZ 85016  
PROJECT NO. 1404  
DATE: JANUARY 2016





## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3300-216 and 3301-216 - Vista Del Verde Maintenance Improvement District

**MEETING DATE:**

2/16/2016

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**TO:** Mayor and Council**FROM:** Tracy Stevens, Development & Engineering Services Director, 623.333.4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

This is a request for City Council to approve a Petition for Formation, adopt the Resolution of Intention, and adopt the Resolution Ordering the Improvements for a proposed Maintenance Improvement District for Vista Del Verde, northwest of 107th Avenue and Buckeye Road, as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office, subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Avondale (City) prior to recordation of the Maintenance Improvement District;
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

**BACKGROUND:**

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Petition and Resolution of Intention are attached for formation of City of Avondale Maintenance Improvement District for Vista Del Verde, northwest of 107th Avenue and Buckeye Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

**DISCUSSION:**

The acceptance of this Maintenance Improvement District will allow any additional charges

associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

The Maintenance Improvement District has been approved through the Development and Engineering Services Department and recommends that Council formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District.

**BUDGET IMPACT:**

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

**RECOMMENDATION:**

Staff recommends Council adoption of a resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 1 - Vista del Verde, providing for the assessment and a second resolution declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

**ATTACHMENTS:**

**Description**

[Resolution 3300-216](#)

[Resolution 3301-216](#)

## **RESOLUTION 3300-216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 1 – VISTA DEL VERDE, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

**WHEREAS**, the City of Avondale (the “City”) has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 1 – Vista Del Verde (the “Assessment District”) over the area described and depicted on Exhibit A and B, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as Exhibit C and incorporated herein by reference; and

**WHEREAS**, the City Council declares that the maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on the Assessment District; and

**WHEREAS**, the City Council declares that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the Assessment District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

**WHEREAS**, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

**WHEREAS**, the City Council declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District; and

**WHEREAS**, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

**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 public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the “Work”) to be performed: The maintenance of all landscaping, including replacement of landscape materials, within the Assessment District in the areas shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 1 – Vista Del Verde, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition

to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 1 – Vista Del Verde.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in A.R.S. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION 3300-216

[Legal Description of Assessment District]

See following pages.

EXHIBIT 'A'  
VISTA DEL VERDE  
LEGAL DESCRIPTION

THAT CERTAIN PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PREPARED BY: HILGARTWILSON  
2141 E. HIGHLAND AVENUE, SUITE 250  
PHOENIX, AZ 85016  
PROJECT NO. 1404  
DATE: JANUARY 2016



# Parcel Map Check Report

Date: 11/5/2015 9:21:12 AM

---

Parcel Name: Site 1 - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 888,995.4343'

East: 586,182.9518'

Segment# 1: Line

Course: S0° 12' 58.85"E

Length: 186.000'

North: 888,809.4356'

East: 586,183.6542'

Segment# 2: Line

Course: S0° 12' 47.19"E

Length: 2,270.723'

North: 886,538.7283'

East: 586,192.1000'

Segment# 3: Line

Course: N89° 51' 07.00"W

Length: 676.126'

North: 886,540.4754'

East: 585,515.9762'

Segment# 4: Line

Course: S0° 17' 00.00"E

Length: 20.000'

North: 886,520.4757'

East: 585,516.0751'

Segment# 5: Line

Course: N89° 51' 06.73"W

Length: 1,932.199'

North: 886,525.4711'

East: 583,583.8826'

Segment# 6: Line

Course: N0° 16' 27.07"W

Length: 2,268.380'

North: 888,793.8251'

East: 583,573.0274'

Segment# 7: Line

Course: N0° 16' 35.62"W

Length: 63.021'

North: 888,856.8454'

East: 583,572.7232'

Segment# 8: Line

Course: N86° 57' 38.15"E  
North: 888,858.4736'

Length: 30.707'  
East: 583,603.3870'

Segment# 9: Line  
Course: N42° 45' 09.15"E  
North: 888,868.1222'

Length: 13.140'  
East: 583,612.3069'

Segment# 10: Line  
Course: N87° 17' 08.55"E  
North: 888,944.6308'

Length: 1,615.620'  
East: 585,226.1143'

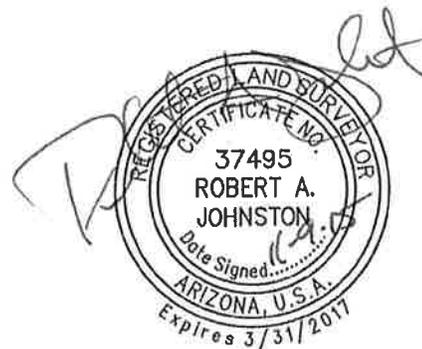
Segment# 11: Line  
Course: N86° 57' 38.55"E  
North: 888,995.4346'

Length: 958.185'  
East: 586,182.9515'

Perimeter: 10,034.102'  
Error Closure: 0.0004  
Error North : 0.00030

Area: 6,267,370.06Sq.Ft.  
Course: N44° 47' 25.06"W  
East: -0.00030

Precision 1: 25,085,252.500



# Parcel Map Check Report

Date: 11/5/2015 9:21:12 AM

---

Parcel Name: Site 1 - Standard : 1

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Enable mapcheck across chord: False

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East: 585,226.1143'

Segment# 11: Line  
Course: N86° 57' 38.55"E  
North: 888,995.4346'

Length: 958.185'  
East: 586,182.9515'

Perimeter: 10,034.102'  
Error Closure: 0.0004  
Error North : 0.00030

Area: 6,267,370.06Sq.Ft.  
Course: N44° 47' 25.06"W  
East: -0.00030

Precision 1: 25,085,252.500

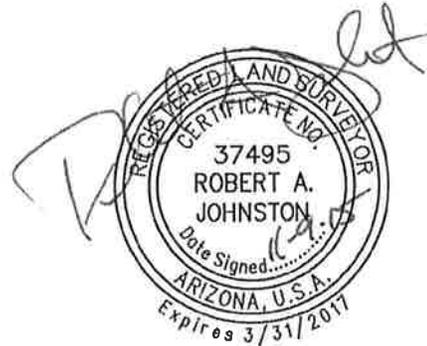


EXHIBIT B  
TO  
RESOLUTION 3300-216

[Map of Assessment District]

See following pages.

Roosevelt Park Unit 1  
 Book 716,  
 Page 47 MCR

N86°57'38"E 30.71'  
 N42°45'09"E 13.14'  
 N87°17'09"E 1615.62' N86°57'39"E 958.19'

N00°16'36"W 63.02'

S00°12'59"E 186.00'

CENTER OF SECTION 7,  
 TOWNSHIP 1 NORTH,  
 RANGE 1 EAST

EAST QUARTER CORNER  
 OF SECTION 7,  
 TOWNSHIP 1 NORTH,  
 RANGE 1 EAST  
 POINT OF BEGINNING

VISTA DEL VERDE

C.W. RANCH  
 BOOK 673,  
 PAGE 16 MCR

N00°16'27"W 2268.38'

S00°12'47"E 2270.72'

107TH AVENUE

S00°17'00"E 20.00'

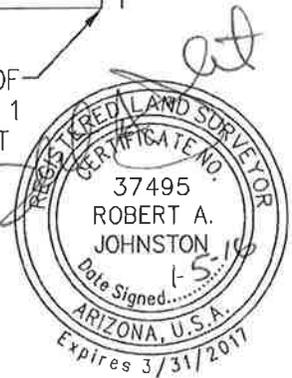
N89°51'07"W 1932.20'

N89°51'07"W 676.13'

BUCKEYE ROAD

SOUTH QUARTER  
 CORNER OF SECTION 7,  
 TOWNSHIP 1 NORTH,  
 RANGE 1 EAST

SOUTHEAST CORNER OF  
 SECTION 7, TOWNSHIP 1  
 NORTH, RANGE 1 EAST



PAGE 3 OF 3

|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
| CHECKED BY: | RAJ      |

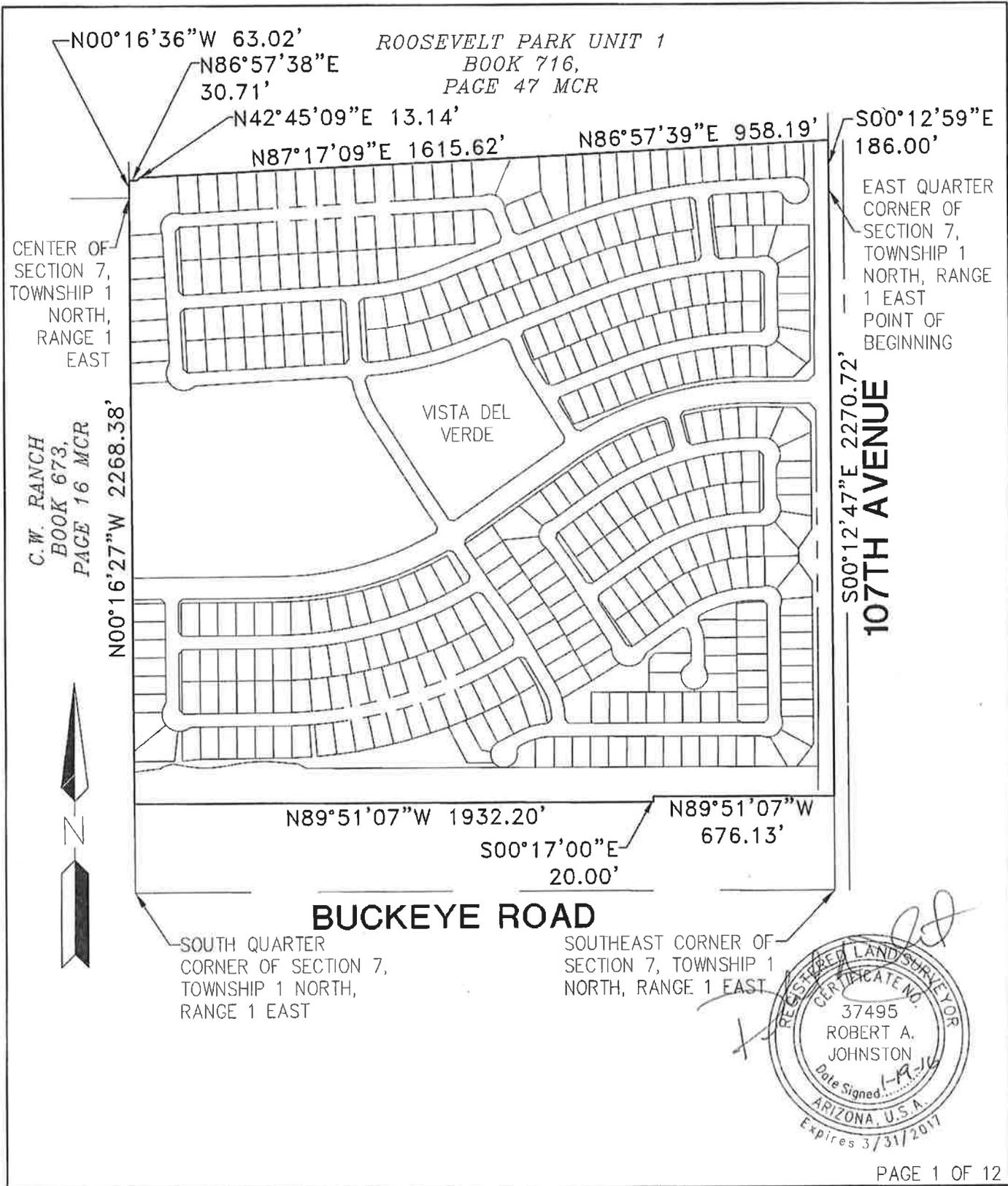
**VISTA DEL VERDE**  
 107TH AVE & BUCKEYE RD  
 AVONDALE, ARIZONA  
**EXHIBIT 'B'**

**HILGARTWILSON**  
 2141 E. HIGHLAND AVE., STE. 250  
 PHOENIX, AZ 85016  
 P: 602.490.0535 / F: 602.368.2436

EXHIBIT C  
TO  
RESOLUTION 3300-216

[Assessment Diagram]

See following pages.



|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
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| DRAWN BY:   | DSP      |
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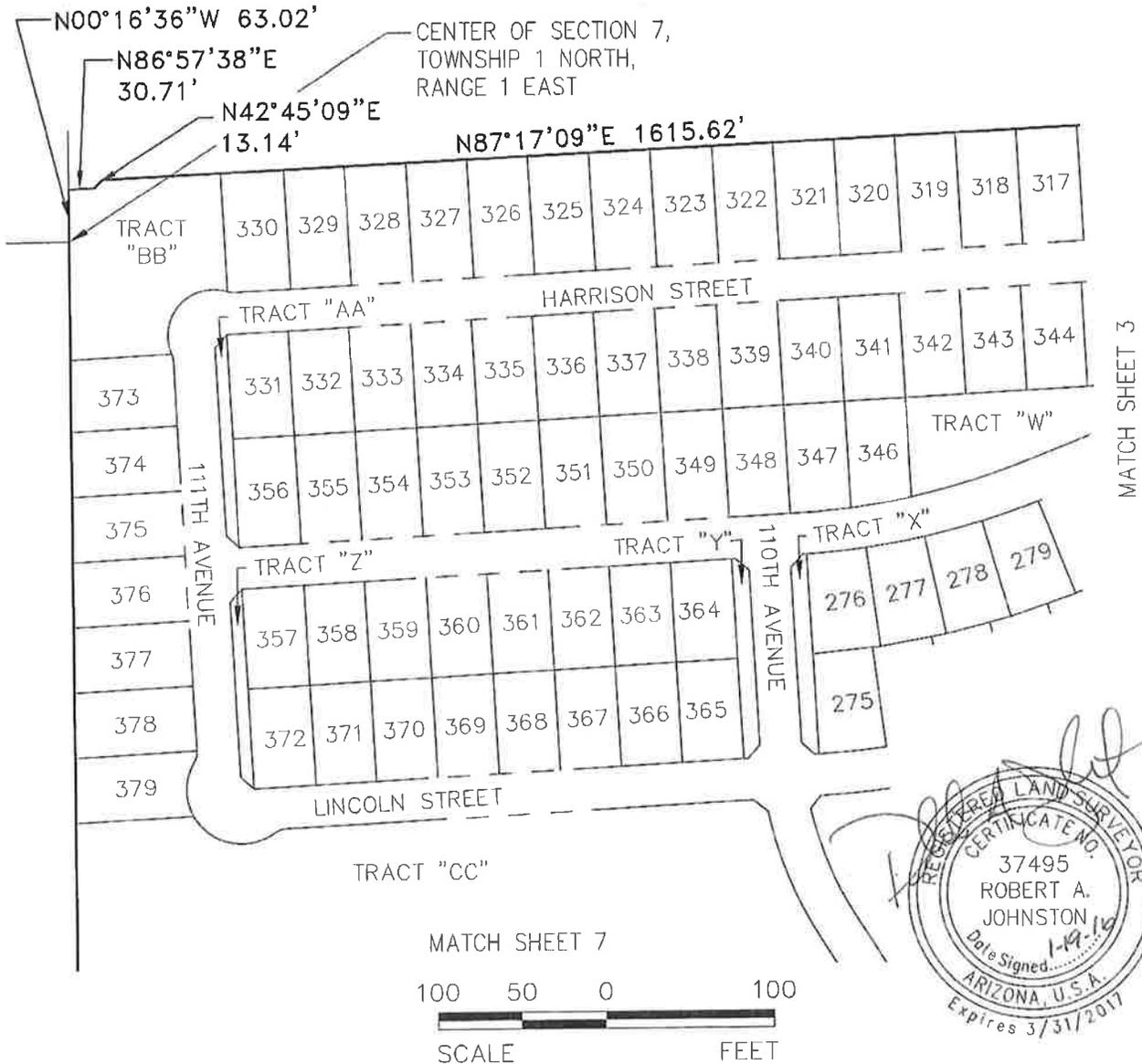
**VISTA DEL VERDE**  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT

**EXHIBIT 'B'**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAY AND PARKWAYS WITHIN THE DISTRICT



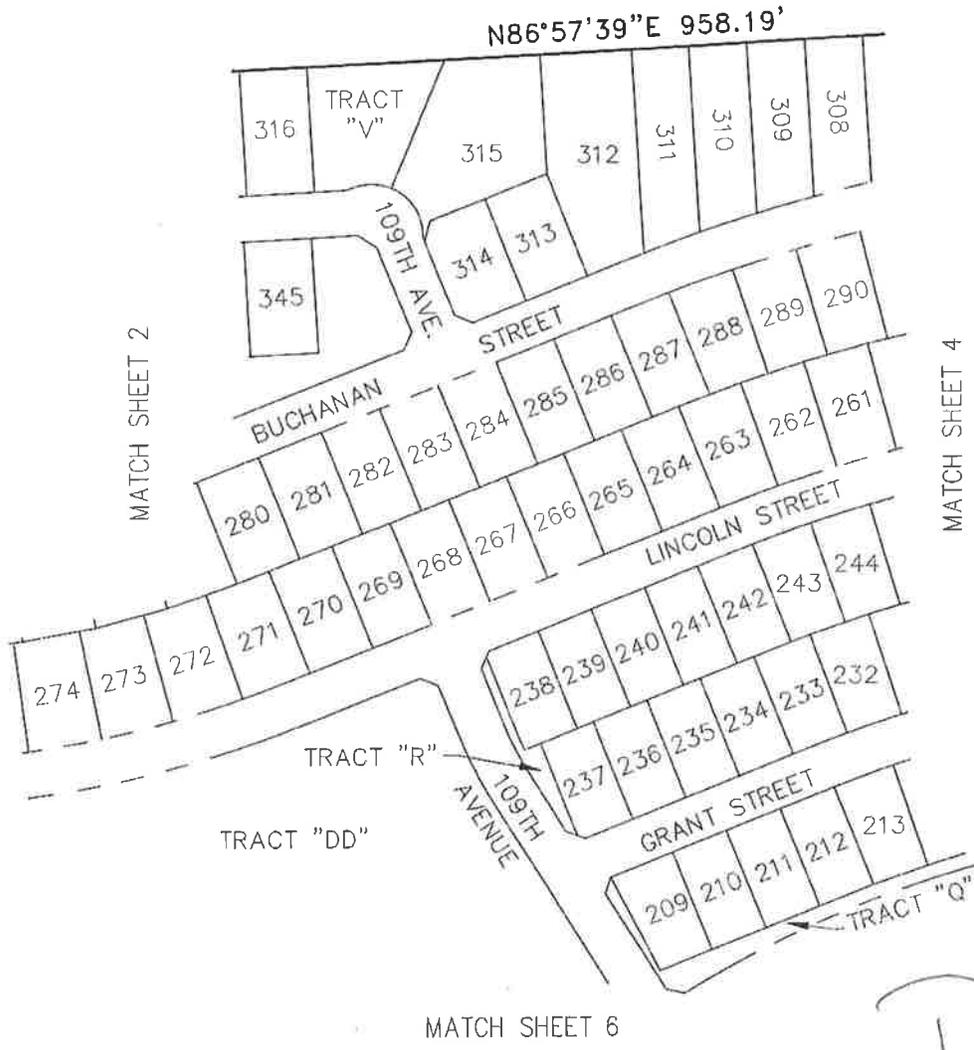
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|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
| CHECKED BY: | RAJ      |

**VISTA DEL VERDE**  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT  
**EXHIBIT 'B'**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

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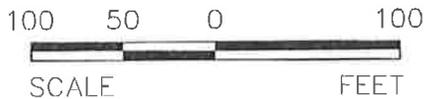
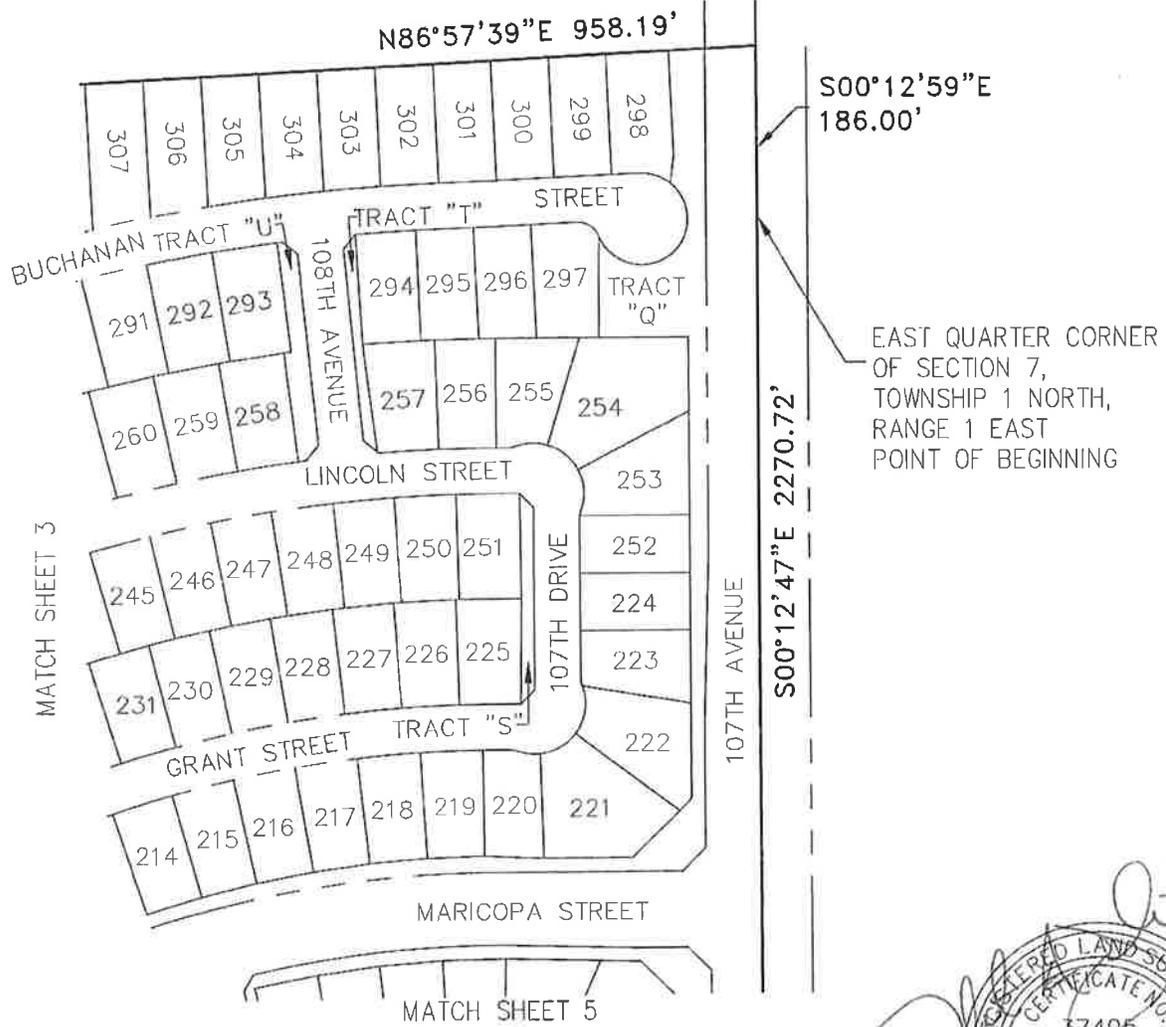


|                 |   |  |
|-----------------|---|--|
| PROJ.NO.: 1404  | VISTA DEL VERDE<br>107TH AVE & BUCKEYE RD<br>MAINTENANCE IMPROVEMENT DISTRICT | <br><b>HILGARTWILSON</b><br>2141 E. HIGHLAND AVE., STE. 250<br>PHOENIX, AZ 85016<br>P: 602.490.0535 / F: 602.368.2436 |
| DATE: JAN 2016  |   |  |
| SCALE: NTS      | EXHIBIT 'B'   |  |
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| CHECKED BY: RAJ |   |  |

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MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

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|                 |   |  |
|-----------------|---|--|
| PROJ.NO.: 1404  | VISTA DEL VERDE<br>107TH AVE & BUCKEYE RD<br>MAINTENANCE IMPROVEMENT DISTRICT | <br><b>HILGARTWILSON</b><br>2141 E. HIGHLAND AVE., STE. 250<br>PHOENIX, AZ 85016<br>P: 602.490.0535 / F: 602.368.2436 |
| DATE: JAN 2016  |   |  |
| SCALE: NTS      | <b>EXHIBIT 'B'</b>  |  |
| DRAWN BY: DSP   |   |  |
| CHECKED BY: RAJ |   |  |

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

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S00°12'47"E 2270.72'



|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
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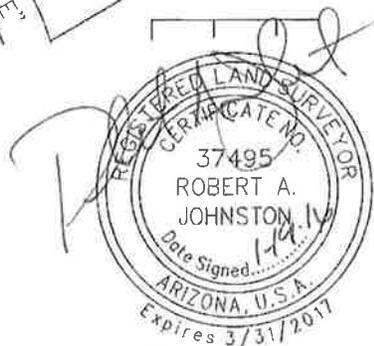
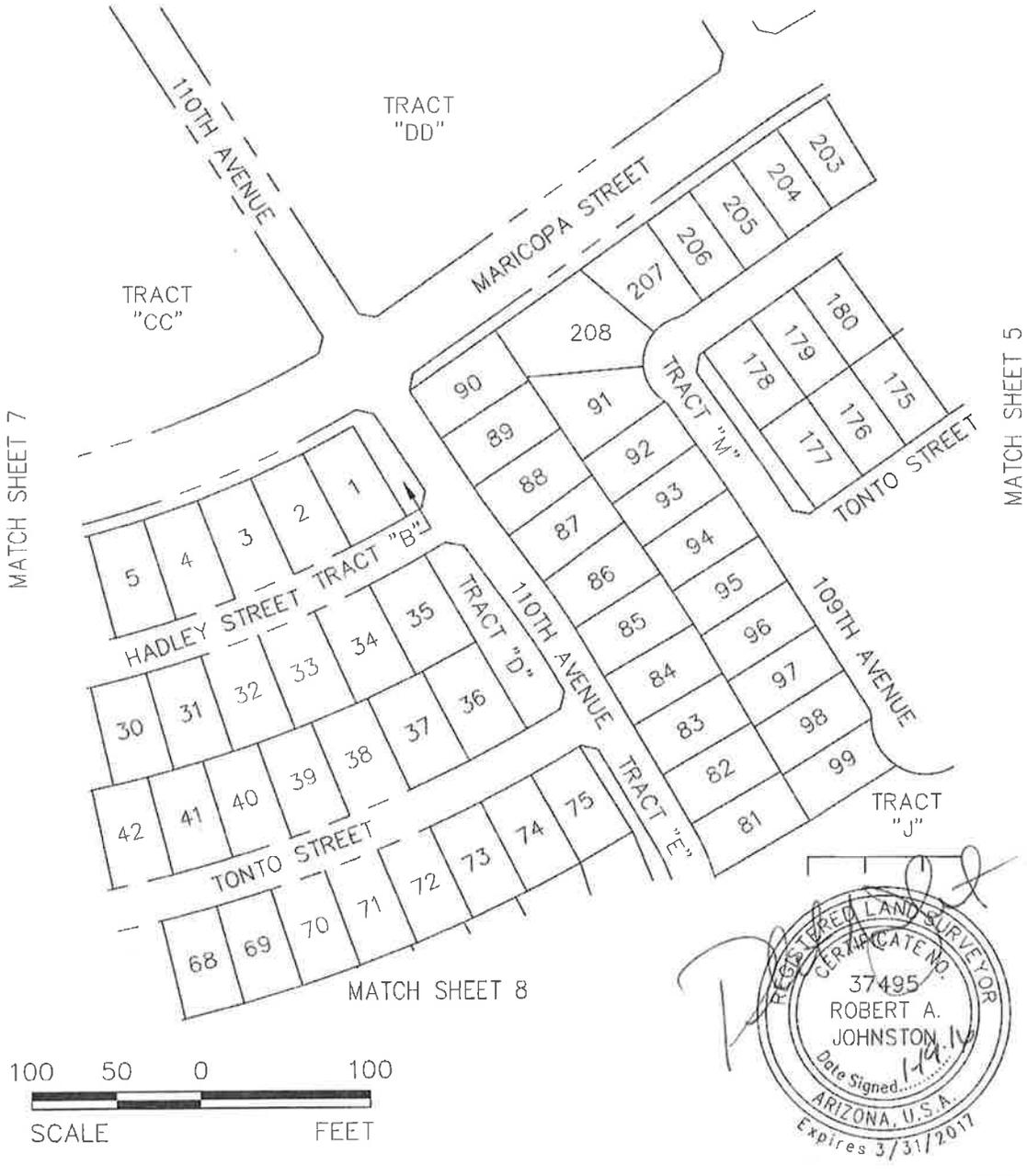
**VISTA DEL VERDE**  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT  
**EXHIBIT 'B'**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

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MATCH SHEET 3

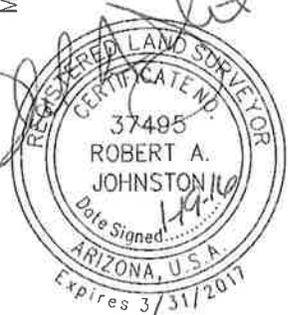


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|-----------------|---|-----------------------------------|
| PROJ.NO.: 1404  | VISTA DEL VERDE<br>107TH AVE & BUCKEYE RD<br>MAINTENANCE IMPROVEMENT DISTRICT |                                   |
| DATE: JAN 2016  |   |                                   |
| SCALE: NTS      | EXHIBIT 'B'   | HILGARTWILSON                     |
| DRAWN BY: DSP   |   | 2141 E. HIGHLAND AVE., STE. 250   |
| CHECKED BY: RAJ |   | PHOENIX, AZ 85016                 |
|                 |   | P: 602.490.0535 / F: 602.368.2436 |

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MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

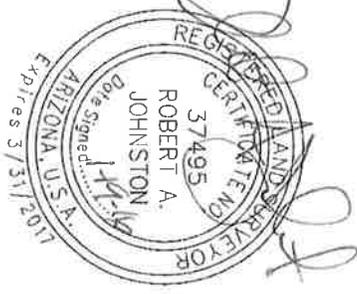
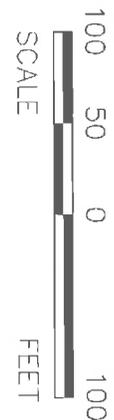
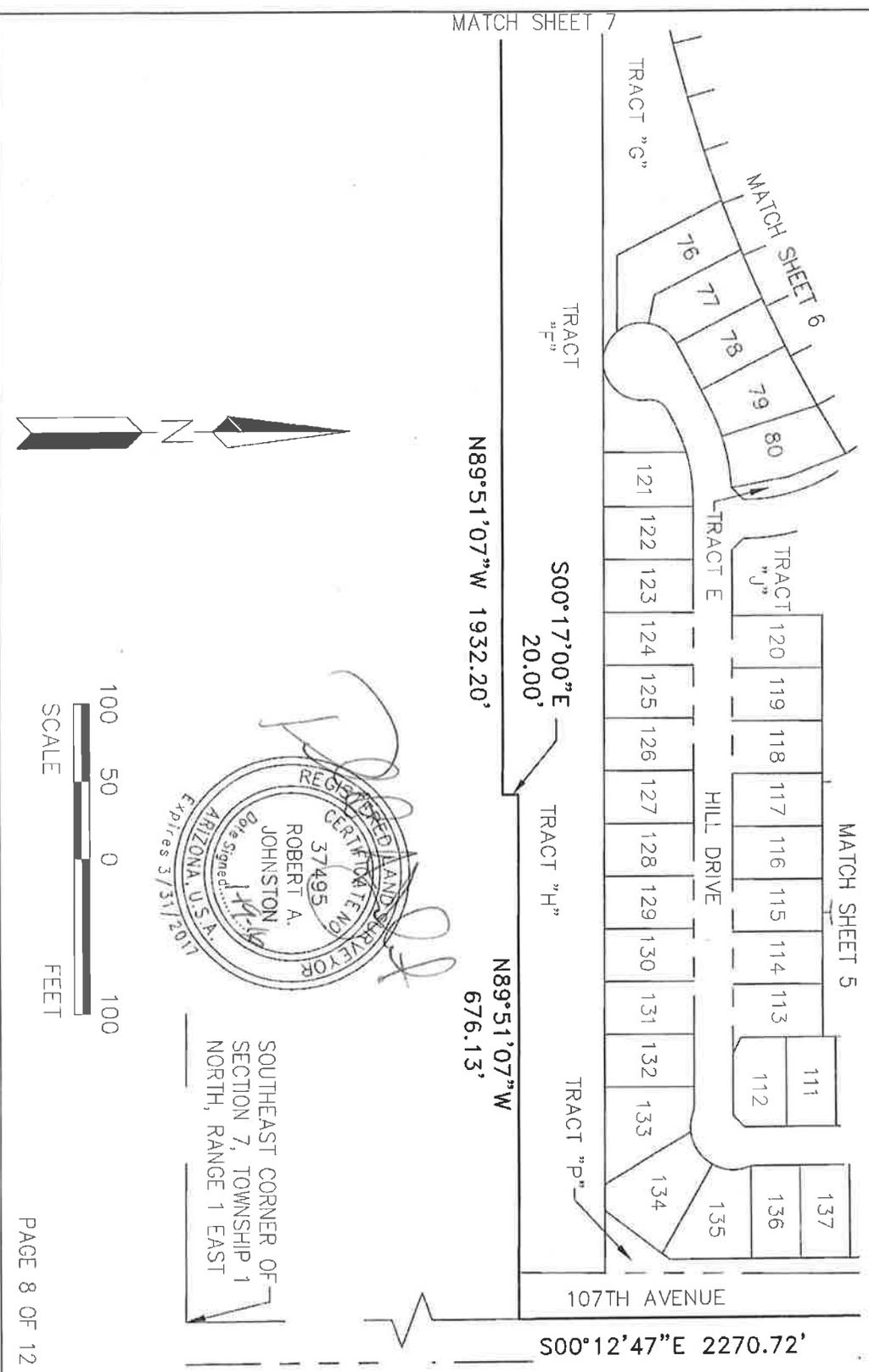
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|                 |  |  |
|-----------------|--|--|
| PROJ.NO.: 1404  | <b>VISTA DEL VERDE</b><br>107TH AVE & BUCKEYE RD<br>MAINTENANCE IMPROVEMENT DISTRICT<br><b>EXHIBIT 'B'</b> | <br><b>HILGARTWILSON</b><br>2141 E. HIGHLAND AVE., STE. 250<br>PHOENIX, AZ 85016<br>P: 602.490.0535 / F: 602.368.2436 |
| DATE: JAN 2016  |  |  |
| SCALE: NTS      |  |  |
| DRAWN BY: DSP   |  |  |
| CHECKED BY: RAJ |  |  |

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

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SOUTHEAST CORNER OF  
SECTION 7, TOWNSHIP 1  
NORTH, RANGE 1 EAST

|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
| CHECKED BY: | RAJ      |

**VISTA DEL VERDE**  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT

**EXHIBIT 'B'**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

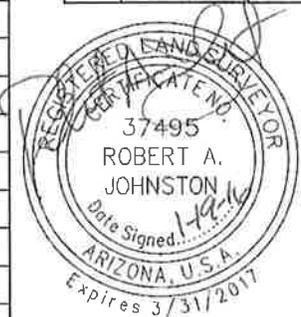
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| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 1   | 8,945   | 0.2053 |
| 2   | 8,945   | 0.2053 |
| 3   | 8,945   | 0.2053 |
| 4   | 8,945   | 0.2053 |
| 5   | 8,945   | 0.2053 |
| 6   | 8,945   | 0.2053 |
| 7   | 8,945   | 0.2053 |
| 8   | 8,945   | 0.2053 |
| 9   | 9,206   | 0.2113 |
| 10  | 8,515   | 0.1955 |
| 11  | 8,500   | 0.1951 |
| 12  | 8,500   | 0.1951 |
| 13  | 8,500   | 0.1951 |
| 14  | 8,500   | 0.1951 |
| 15  | 8,485   | 0.1948 |
| 16  | 8,161   | 0.1874 |
| 17  | 8,162   | 0.1874 |
| 18  | 8,162   | 0.1874 |
| 19  | 8,162   | 0.1874 |
| 20  | 8,148   | 0.1871 |
| 21  | 8,160   | 0.1873 |
| 22  | 8,160   | 0.1873 |
| 23  | 8,160   | 0.1873 |
| 24  | 8,160   | 0.1873 |
| 25  | 8,149   | 0.1871 |
| 26  | 8,693   | 0.1996 |
| 27  | 8,492   | 0.1949 |
| 28  | 8,495   | 0.1950 |
| 29  | 8,496   | 0.1950 |
| 30  | 8,498   | 0.1951 |
| 31  | 8,498   | 0.1951 |
| 32  | 8,995   | 0.2065 |
| 33  | 8,992   | 0.2064 |
| 34  | 8,989   | 0.2064 |
| 35  | 9,329   | 0.2142 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 36  | 9,033   | 0.2074 |
| 37  | 9,027   | 0.2072 |
| 38  | 9,023   | 0.2071 |
| 39  | 8,483   | 0.1947 |
| 40  | 8,481   | 0.1947 |
| 41  | 8,481   | 0.1947 |
| 42  | 8,481   | 0.1947 |
| 43  | 8,483   | 0.1947 |
| 44  | 8,485   | 0.1948 |
| 45  | 8,488   | 0.1949 |
| 46  | 8,684   | 0.1994 |
| 47  | 8,172   | 0.1876 |
| 48  | 8,160   | 0.1873 |
| 49  | 8,160   | 0.1873 |
| 50  | 8,160   | 0.1873 |
| 51  | 8,160   | 0.1873 |
| 52  | 8,148   | 0.1871 |
| 53  | 8,162   | 0.1874 |
| 54  | 7,834   | 0.1798 |
| 55  | 11,119  | 0.2553 |
| 56  | 14,891  | 0.3419 |
| 57  | 8,109   | 0.1862 |
| 58  | 8,160   | 0.1873 |
| 59  | 8,160   | 0.1873 |
| 60  | 8,160   | 0.1873 |
| 61  | 8,160   | 0.1873 |
| 62  | 8,150   | 0.1871 |
| 63  | 8,442   | 0.1938 |
| 64  | 8,331   | 0.1913 |
| 65  | 8,331   | 0.1913 |
| 66  | 8,331   | 0.1913 |
| 67  | 8,331   | 0.1913 |
| 68  | 8,331   | 0.1913 |
| 69  | 8,331   | 0.1913 |
| 70  | 8,331   | 0.1913 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 71  | 8,331   | 0.1913 |
| 72  | 8,331   | 0.1913 |
| 73  | 8,331   | 0.1913 |
| 74  | 8,331   | 0.1913 |
| 75  | 8,331   | 0.1913 |
| 76  | 12,378  | 0.2842 |
| 77  | 9,093   | 0.2087 |
| 78  | 8,380   | 0.1924 |
| 79  | 9,376   | 0.2152 |
| 80  | 10,109  | 0.2321 |
| 81  | 8,524   | 0.1957 |
| 82  | 8,364   | 0.1920 |
| 83  | 8,364   | 0.1920 |
| 84  | 8,364   | 0.1920 |
| 85  | 8,439   | 0.1937 |
| 86  | 8,467   | 0.1944 |
| 87  | 8,245   | 0.1893 |
| 88  | 8,586   | 0.1971 |
| 89  | 8,582   | 0.1970 |
| 90  | 8,728   | 0.2004 |
| 91  | 10,082  | 0.2315 |
| 92  | 7,671   | 0.1761 |
| 93  | 7,901   | 0.1814 |
| 94  | 7,976   | 0.1831 |
| 95  | 7,666   | 0.1760 |
| 96  | 7,752   | 0.1780 |
| 97  | 7,894   | 0.1812 |
| 98  | 8,425   | 0.1934 |
| 99  | 7,437   | 0.1707 |
| 100 | 10,275  | 0.2359 |
| 101 | 9,661   | 0.2218 |
| 102 | 8,478   | 0.1946 |
| 103 | 8,022   | 0.1842 |
| 104 | 8,172   | 0.1876 |
| 105 | 8,839   | 0.2029 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 106 | 7,734   | 0.1775 |
| 107 | 7,245   | 0.1663 |
| 108 | 7,245   | 0.1663 |
| 109 | 7,245   | 0.1663 |
| 110 | 7,245   | 0.1663 |
| 111 | 7,245   | 0.1663 |
| 112 | 7,648   | 0.1756 |
| 113 | 7,963   | 0.1828 |
| 114 | 7,820   | 0.1795 |
| 115 | 7,820   | 0.1795 |
| 116 | 7,820   | 0.1795 |
| 117 | 7,820   | 0.1795 |
| 118 | 7,820   | 0.1795 |
| 119 | 7,820   | 0.1795 |
| 120 | 7,820   | 0.1795 |
| 121 | 7,879   | 0.1809 |
| 122 | 7,820   | 0.1795 |
| 123 | 7,820   | 0.1795 |
| 124 | 7,820   | 0.1795 |
| 125 | 7,820   | 0.1795 |
| 126 | 7,820   | 0.1795 |
| 127 | 7,820   | 0.1795 |
| 128 | 7,820   | 0.1795 |
| 129 | 7,820   | 0.1795 |
| 130 | 7,820   | 0.1795 |



PROJ.NO.: 1404  
DATE: JAN 2016  
SCALE: NTS  
DRAWN BY: DSP  
CHECKED BY: RAJ

VISTA DEL VERDE  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT  
**EXHIBIT 'B'**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

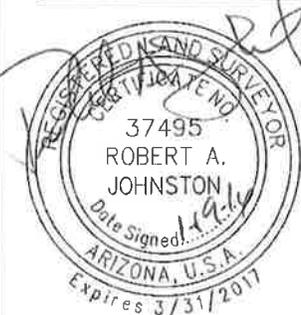
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| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 131 | 7,820   | 0.1795 |
| 132 | 7,820   | 0.1795 |
| 133 | 10,270  | 0.2358 |
| 134 | 11,421  | 0.2622 |
| 135 | 9,961   | 0.2287 |
| 136 | 7,559   | 0.1735 |
| 137 | 7,560   | 0.1736 |
| 138 | 7,560   | 0.1736 |
| 139 | 7,560   | 0.1736 |
| 140 | 7,560   | 0.1736 |
| 141 | 7,560   | 0.1736 |
| 142 | 7,744   | 0.1778 |
| 143 | 11,658  | 0.2676 |
| 144 | 11,073  | 0.2542 |
| 145 | 7,378   | 0.1694 |
| 146 | 7,774   | 0.1785 |
| 147 | 7,787   | 0.1788 |
| 148 | 7,789   | 0.1788 |
| 149 | 7,778   | 0.1786 |
| 150 | 7,435   | 0.1707 |
| 151 | 7,245   | 0.1663 |
| 152 | 7,245   | 0.1663 |
| 153 | 7,355   | 0.1688 |
| 154 | 7,195   | 0.1652 |
| 155 | 7,245   | 0.1663 |
| 156 | 7,245   | 0.1663 |
| 157 | 7,438   | 0.1708 |
| 158 | 7,798   | 0.1790 |
| 159 | 7,785   | 0.1787 |
| 160 | 7,781   | 0.1786 |
| 161 | 7,787   | 0.1788 |
| 162 | 7,803   | 0.1791 |
| 163 | 7,494   | 0.1720 |
| 164 | 11,976  | 0.2749 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 165 | 11,512  | 0.2643 |
| 166 | 8,346   | 0.1916 |
| 167 | 7,466   | 0.1714 |
| 168 | 7,566   | 0.1737 |
| 169 | 7,566   | 0.1737 |
| 170 | 7,566   | 0.1737 |
| 171 | 7,566   | 0.1737 |
| 172 | 7,566   | 0.1737 |
| 173 | 7,566   | 0.1737 |
| 174 | 7,497   | 0.1721 |
| 175 | 7,245   | 0.1663 |
| 176 | 7,245   | 0.1663 |
| 177 | 7,820   | 0.1795 |
| 178 | 7,820   | 0.1795 |
| 179 | 7,245   | 0.1663 |
| 180 | 7,245   | 0.1663 |
| 181 | 8,071   | 0.1853 |
| 182 | 7,628   | 0.1751 |
| 183 | 7,626   | 0.1751 |
| 184 | 7,625   | 0.1750 |
| 185 | 7,624   | 0.1750 |
| 186 | 7,625   | 0.1750 |
| 187 | 7,626   | 0.1751 |
| 188 | 7,623   | 0.1750 |
| 189 | 7,506   | 0.1723 |
| 190 | 8,190   | 0.1880 |
| 191 | 8,084   | 0.1856 |
| 192 | 9,479   | 0.2176 |
| 193 | 14,095  | 0.3236 |
| 194 | 9,036   | 0.2074 |
| 195 | 7,491   | 0.1720 |
| 196 | 7,480   | 0.1717 |
| 197 | 7,480   | 0.1717 |
| 198 | 7,458   | 0.1712 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 199 | 7,567   | 0.1737 |
| 200 | 7,485   | 0.1718 |
| 201 | 7,485   | 0.1718 |
| 202 | 7,485   | 0.1718 |
| 203 | 7,485   | 0.1718 |
| 204 | 7,309   | 0.1678 |
| 205 | 7,245   | 0.1663 |
| 206 | 7,245   | 0.1663 |
| 207 | 9,266   | 0.2127 |
| 208 | 14,710  | 0.3377 |
| 209 | 7,735   | 0.1776 |
| 210 | 7,245   | 0.1663 |
| 211 | 7,245   | 0.1663 |
| 212 | 7,245   | 0.1663 |
| 213 | 7,553   | 0.1734 |
| 214 | 7,591   | 0.1743 |
| 215 | 7,591   | 0.1743 |
| 216 | 7,591   | 0.1743 |
| 217 | 7,591   | 0.1743 |
| 218 | 7,591   | 0.1743 |
| 219 | 7,591   | 0.1743 |
| 220 | 7,395   | 0.1698 |
| 221 | 13,762  | 0.3159 |
| 222 | 10,801  | 0.2480 |
| 223 | 8,352   | 0.1917 |
| 224 | 7,560   | 0.1736 |
| 225 | 7,993   | 0.1835 |
| 226 | 7,458   | 0.1712 |
| 227 | 7,461   | 0.1713 |
| 228 | 7,463   | 0.1713 |
| 229 | 7,464   | 0.1713 |
| 230 | 7,465   | 0.1714 |
| 231 | 7,465   | 0.1714 |
| 232 | 7,465   | 0.1714 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 233 | 7,371   | 0.1692 |
| 234 | 7,245   | 0.1663 |
| 235 | 7,245   | 0.1663 |
| 236 | 7,245   | 0.1663 |
| 237 | 7,219   | 0.1657 |
| 238 | 7,233   | 0.1660 |
| 239 | 7,245   | 0.1663 |
| 240 | 7,245   | 0.1663 |
| 241 | 7,245   | 0.1663 |
| 242 | 7,301   | 0.1676 |
| 243 | 7,457   | 0.1712 |
| 244 | 7,456   | 0.1712 |
| 245 | 7,456   | 0.1712 |
| 246 | 7,456   | 0.1712 |
| 247 | 7,457   | 0.1712 |
| 248 | 7,459   | 0.1712 |
| 249 | 7,461   | 0.1713 |
| 250 | 7,464   | 0.1713 |
| 251 | 7,913   | 0.1817 |
| 252 | 7,560   | 0.1736 |
| 253 | 9,752   | 0.2239 |
| 254 | 15,779  | 0.3622 |
| 255 | 8,679   | 0.1992 |
| 256 | 7,710   | 0.1770 |
| 257 | 8,638   | 0.1983 |



|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
| CHECKED BY: | RAJ      |

VISTA DEL VERDE  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT  
**EXHIBIT 'B'**

**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAY AND PARKWAYS WITHIN THE DISTRICT

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 258 | 8,342   | 0.1915 |
| 259 | 8,342   | 0.1915 |
| 260 | 8,342   | 0.1915 |
| 261 | 8,342   | 0.1915 |
| 262 | 8,342   | 0.1915 |
| 263 | 8,343   | 0.1915 |
| 264 | 8,160   | 0.1873 |
| 265 | 8,160   | 0.1873 |
| 266 | 8,160   | 0.1873 |
| 267 | 8,160   | 0.1873 |
| 268 | 8,160   | 0.1873 |
| 269 | 8,160   | 0.1873 |
| 270 | 8,760   | 0.2011 |
| 271 | 9,081   | 0.2085 |
| 272 | 9,171   | 0.2105 |
| 273 | 9,172   | 0.2106 |
| 274 | 9,173   | 0.2106 |
| 275 | 9,232   | 0.2119 |
| 276 | 9,137   | 0.2098 |
| 277 | 9,088   | 0.2086 |
| 278 | 9,088   | 0.2086 |
| 279 | 9,124   | 0.2095 |
| 280 | 8,761   | 0.2011 |
| 281 | 8,759   | 0.2011 |
| 282 | 8,160   | 0.1873 |
| 283 | 8,160   | 0.1873 |
| 284 | 8,160   | 0.1873 |
| 285 | 8,160   | 0.1873 |
| 286 | 8,160   | 0.1873 |
| 287 | 8,169   | 0.1875 |
| 288 | 8,502   | 0.1952 |
| 289 | 8,386   | 0.1925 |
| 290 | 8,386   | 0.1925 |
| 291 | 8,386   | 0.1925 |
| 292 | 8,386   | 0.1925 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 295 | 7,597   | 0.1744 |
| 296 | 7,597   | 0.1744 |
| 297 | 8,805   | 0.2021 |
| 298 | 9,103   | 0.2090 |
| 299 | 8,297   | 0.1905 |
| 300 | 8,269   | 0.1898 |
| 301 | 8,241   | 0.1892 |
| 302 | 8,241   | 0.1892 |
| 303 | 8,306   | 0.1907 |
| 304 | 8,437   | 0.1937 |
| 305 | 8,742   | 0.2007 |
| 306 | 9,178   | 0.2107 |
| 307 | 9,748   | 0.2238 |
| 308 | 10,452  | 0.2399 |
| 309 | 10,452  | 0.2399 |
| 310 | 12,277  | 0.2818 |
| 311 | 13,405  | 0.3077 |
| 312 | 21,805  | 0.5006 |
| 313 | 8,760   | 0.2011 |
| 314 | 9,118   | 0.2093 |
| 315 | 21,613  | 0.4962 |
| 316 | 10,004  | 0.2297 |
| 317 | 10,035  | 0.2304 |
| 318 | 10,067  | 0.2311 |
| 319 | 10,098  | 0.2318 |
| 320 | 10,130  | 0.2326 |
| 321 | 10,161  | 0.2333 |
| 322 | 10,193  | 0.2340 |
| 323 | 10,224  | 0.2347 |
| 324 | 10,256  | 0.2354 |
| 325 | 10,287  | 0.2362 |
| 326 | 10,319  | 0.2369 |
| 327 | 10,350  | 0.2376 |
| 328 | 10,382  | 0.2383 |
| 329 | 10,413  | 0.2390 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 330 | 10,727  | 0.2463 |
| 331 | 9,125   | 0.2095 |
| 332 | 9,125   | 0.2095 |
| 333 | 9,125   | 0.2095 |
| 334 | 9,125   | 0.2095 |
| 335 | 9,125   | 0.2095 |
| 336 | 9,125   | 0.2095 |
| 337 | 9,125   | 0.2095 |
| 338 | 9,125   | 0.2095 |
| 339 | 9,125   | 0.2095 |
| 340 | 9,125   | 0.2095 |
| 341 | 9,125   | 0.2095 |
| 342 | 9,125   | 0.2095 |
| 343 | 9,125   | 0.2095 |
| 344 | 9,125   | 0.2095 |
| 345 | 9,125   | 0.2095 |
| 346 | 9,033   | 0.2074 |
| 347 | 9,435   | 0.2166 |
| 348 | 9,490   | 0.2179 |
| 349 | 9,490   | 0.2179 |
| 350 | 9,490   | 0.2179 |
| 351 | 9,490   | 0.2179 |
| 352 | 9,490   | 0.2179 |
| 353 | 9,490   | 0.2179 |
| 354 | 9,490   | 0.2179 |
| 355 | 9,490   | 0.2179 |
| 356 | 9,490   | 0.2179 |
| 357 | 8,760   | 0.2011 |
| 358 | 8,760   | 0.2011 |
| 359 | 8,760   | 0.2011 |
| 360 | 8,760   | 0.2011 |
| 361 | 8,760   | 0.2011 |
| 362 | 8,760   | 0.2011 |
| 363 | 8,760   | 0.2011 |
| 364 | 8,760   | 0.2011 |

| LOT | AREA SF | ACRES  |
|-----|---------|--------|
| 365 | 8,760   | 0.2011 |
| 366 | 8,760   | 0.2011 |
| 367 | 8,760   | 0.2011 |
| 368 | 8,760   | 0.2011 |
| 369 | 8,760   | 0.2011 |
| 370 | 8,760   | 0.2011 |
| 371 | 8,760   | 0.2011 |
| 372 | 8,760   | 0.2011 |
| 373 | 10,645  | 0.2444 |
| 374 | 9,957   | 0.2286 |
| 375 | 10,253  | 0.2354 |
| 376 | 10,548  | 0.2421 |
| 377 | 10,843  | 0.2489 |
| 378 | 11,139  | 0.2557 |
| 379 | 10,637  | 0.2442 |



|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
| CHECKED BY: | RAJ      |

**VISTA DEL VERDE**  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT  
**EXHIBIT 'B'**



**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

MAINTENANCE IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM  
OF VISTA DEL VERDE

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAY AND PARKWAYS WITHIN THE DISTRICT

| TRACT      | AREA SF    | ACRES  |
|------------|------------|--------|
| Tract "A"  | 1687.82    | 0.039  |
| Tract "B"  | 20460.52   | 0.468  |
| Tract "C"  | 2220.00    | 0.051  |
| Tract "D"  | 12925.07   | 0.297  |
| Tract "E"  | 4771.42    | 0.11   |
| Tract "F"  | 6715.81    | 0.154  |
| Tract "G"  | 72283.93   | 1.659  |
| Tract "H"  | 329368.70  | 7.561  |
| Tract "J"  | 42725.89   | 0.981  |
| Tract "K"  | 6727.04    | 0.154  |
| Tract "L"  | 2208.86    | 0.051  |
| Tract "M"  | 4681.20    | 0.107  |
| Tract "N"  | 14344.70   | 0.329  |
| Tract "O"  | 32123.22   | 0.074  |
| Tract "P"  | 45314.21   | 1.04   |
| Tract "Q"  | 46793.26   | 1.074  |
| Tract "R"  | 2967.27    | 0.068  |
| Tract "S"  | 3085.52    | 0.071  |
| Tract "T"  | 2728.89    | 0.063  |
| Tract "U"  | 5044.47    | 0.116  |
| Tract "V"  | 15668.74   | 0.36   |
| Tract "W"  | 35733.25   | 0.82   |
| Tract "X"  | 4575.06    | 0.105  |
| Tract "Y"  | 4503.22    | 0.103  |
| Tract "Z"  | 3375.00    | 0.077  |
| Tract "AA" | 3600.00    | 0.083  |
| Tract "BB" | 34388.78   | 0.789  |
| Tract "CC" | 702105.35  | 16.118 |
| Tract "DD" | 281649.91  | 6.466  |
| R.O.W.     | 1288493.20 | 29.58  |



|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
| CHECKED BY: | RAJ      |

**VISTA DEL VERDE**  
107TH AVE & BUCKEYE RD  
MAINTENANCE IMPROVEMENT DISTRICT  
**EXHIBIT 'B'**



**HILGARTWILSON**  
2141 E. HIGHLAND AVE., STE. 250  
PHOENIX, AZ 85016  
P: 602.490.0535 / F: 602.368.2436

## **RESOLUTION 3301-216**

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 1, VISTA DEL VERDE; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) has adopted Resolution 3300-216 declaring its intent to form the City of Avondale Maintenance Improvement District No. 1 – Vista Del Verde; and

**WHEREAS**, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

**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 public interest or convenience require and it is the intention of the City Council to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 1 - Vista Del Verde (the “District”) as described and depicted on Exhibits A and B, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the maintenance of the landscaping within the District on file with the Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines maintenance of the landscaping within the District is of more than local or ordinary public benefit, and is of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibits A and B, and declare that the District benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE.]

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION 3301-216

[Legal Description]

See following page.

EXHIBIT 'A'  
VISTA DEL VERDE  
LEGAL DESCRIPTION

THAT CERTAIN PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE EAST QUARTER CORNER OF SAID SECTION;

THENCE SOUTH 00 DEGREES 12 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2270.72 FEET TO THE NORTH LINE OF THE SOUTH 353.00 FEET OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 676.13 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST 20.00 FEET TO THE NORTH LINE OF THE SOUTH 333.00 OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID LAST MENTIONED NORTH LINE A DISTANCE OF 1932.20 FEET TO THE WEST LINE OF SAID EAST HALF;

THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 2268.38 FEET, SAID WEST LINE ALSO BEING THE EAST LINE OF "C.W. RANCH" AND "C.W. RANCH 2" AS SHOWN ON THE FINAL PLATS OF SAID "C.W. RANCH" AND "C.W. RANCH 2" AS RECORDED IN BOOK 673, PAGE 16, AND BOOK 740, PAGE 40 RESPECTIVELY OF THE RECORDS OF SAID COUNTY, TO THE CENTER SAID OF SECTION;

THENCE NORTH 00 DEGREES 16 MINUTES 36 SECONDS WEST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 63.02 FEET TO THE SOUTHWEST CORNER OF "ROOSEVELT PARK UNIT 1" AS SHOWN ON SHEET 8 OF 8 OF THE FINAL PLAT OF SAID "ROOSEVELT PARK UNIT 1" RECORDED IN BOOK 716, PAGE 47 OF THE RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF SAID "ROOSEVELT PARK UNIT 1" THE FOLLOWING COURSES AND DISTANCES:

NORTH 86 DEGREES 57 MINUTES 38 SECONDS EAST, A DISTANCE OF 30.71 FEET;

THENCE NORTH 42 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 13.14 FEET;

THENCE NORTH 87 DEGREES 17 MINUTES 09 SECONDS EAST A DISTANCE OF 1615.62;

THENCE NORTH 86 DEGREES 57 MINUTES 39 SECONDS EAST 958.19 FEET TO SAID EAST LINE;

THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 186.00 FEET TO THE **POINT OF BEGINNING**.

PREPARED BY: HILGARTWILSON  
2141 E. HIGHLAND AVENUE, SUITE 250  
PHOENIX, AZ 85016  
PROJECT NO. 1404  
DATE: JANUARY 2016



# Parcel Map Check Report

Date: 11/5/2015 9:21:12 AM

---

Parcel Name: Site 1 - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 888,995.4343'

East: 586,182.9518'

Segment# 1: Line

Course: S0° 12' 58.85"E

Length: 186.000'

North: 888,809.4356'

East: 586,183.6542'

Segment# 2: Line

Course: S0° 12' 47.19"E

Length: 2,270.723'

North: 886,538.7283'

East: 586,192.1000'

Segment# 3: Line

Course: N89° 51' 07.00"W

Length: 676.126'

North: 886,540.4754'

East: 585,515.9762'

Segment# 4: Line

Course: S0° 17' 00.00"E

Length: 20.000'

North: 886,520.4757'

East: 585,516.0751'

Segment# 5: Line

Course: N89° 51' 06.73"W

Length: 1,932.199'

North: 886,525.4711'

East: 583,583.8826'

Segment# 6: Line

Course: N0° 16' 27.07"W

Length: 2,268.380'

North: 888,793.8251'

East: 583,573.0274'

Segment# 7: Line

Course: N0° 16' 35.62"W

Length: 63.021'

North: 888,856.8454'

East: 583,572.7232'

Segment# 8: Line

Course: N86° 57' 38.15"E  
North: 888,858.4736'

Length: 30.707'  
East: 583,603.3870'

Segment# 9: Line  
Course: N42° 45' 09.15"E  
North: 888,868.1222'

Length: 13.140'  
East: 583,612.3069'

Segment# 10: Line  
Course: N87° 17' 08.55"E  
North: 888,944.6308'

Length: 1,615.620'  
East: 585,226.1143'

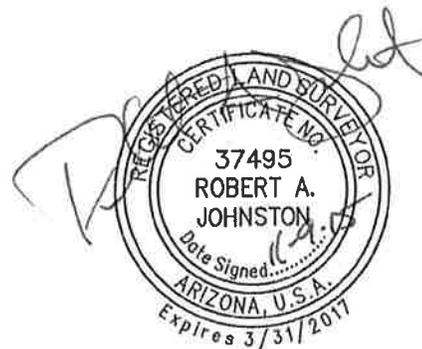
Segment# 11: Line  
Course: N86° 57' 38.55"E  
North: 888,995.4346'

Length: 958.185'  
East: 586,182.9515'

Perimeter: 10,034.102'  
Error Closure: 0.0004  
Error North : 0.00030

Area: 6,267,370.06Sq.Ft.  
Course: N44° 47' 25.06"W  
East: -0.00030

Precision 1: 25,085,252.500



# Parcel Map Check Report

Date: 11/5/2015 9:21:12 AM

---

Parcel Name: Site 1 - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 888,995.4343'

East: 586,182.9518'

Segment# 1: Line

Course: S0° 12' 58.85"E

Length: 186.000'

North: 888,809.4356'

East: 586,183.6542'

Segment# 2: Line

Course: S0° 12' 47.19"E

Length: 2,270.723'

North: 886,538.7283'

East: 586,192.1000'

Segment# 3: Line

Course: N89° 51' 07.00"W

Length: 676.126'

North: 886,540.4754'

East: 585,515.9762'

Segment# 4: Line

Course: S0° 17' 00.00"E

Length: 20.000'

North: 886,520.4757'

East: 585,516.0751'

Segment# 5: Line

Course: N89° 51' 06.73"W

Length: 1,932.199'

North: 886,525.4711'

East: 583,583.8826'

Segment# 6: Line

Course: N0° 16' 27.07"W

Length: 2,268.380'

North: 888,793.8251'

East: 583,573.0274'

Segment# 7: Line

Course: N0° 16' 35.62"W

Length: 63.021'

North: 888,856.8454'

East: 583,572.7232'

Segment# 8: Line

Course: N86° 57' 38.15"E  
North: 888,858.4736'

Length: 30.707'  
East: 583,603.3870'

Segment# 9: Line  
Course: N42° 45' 09.15"E  
North: 888,868.1222'

Length: 13.140'  
East: 583,612.3069'

Segment# 10: Line  
Course: N87° 17' 08.55"E  
North: 888,944.6308'

Length: 1,615.620'  
East: 585,226.1143'

Segment# 11: Line  
Course: N86° 57' 38.55"E  
North: 888,995.4346'

Length: 958.185'  
East: 586,182.9515'

Perimeter: 10,034.102'  
Error Closure: 0.0004  
Error North : 0.00030

Area: 6,267,370.06Sq.Ft.  
Course: N44° 47' 25.06"W  
East: -0.00030

Precision 1: 25,085,252.500

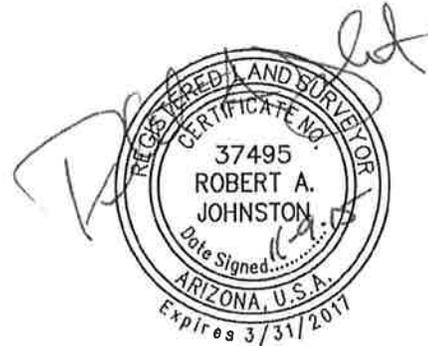


EXHIBIT B  
TO  
RESOLUTION 3301-216

[Map]

See following page.

Roosevelt Park Unit 1  
 BOOK 716,  
 PAGE 47 MCR

N86°57'38"E 30.71'  
 N42°45'09"E 13.14'  
 N87°17'09"E 1615.62' N86°57'39"E 958.19'

N00°16'36"W 63.02'

S00°12'59"E 186.00'

CENTER OF SECTION 7,  
 TOWNSHIP 1 NORTH,  
 RANGE 1 EAST

EAST QUARTER CORNER  
 OF SECTION 7,  
 TOWNSHIP 1 NORTH,  
 RANGE 1 EAST  
 POINT OF BEGINNING

C.W. RANCH  
 BOOK 673,  
 PAGE 16 MCR

N00°16'27"W 2268.38'

VISTA DEL VERDE

S00°12'47"E 2270.72'  
 107TH AVENUE

S00°17'00"E 20.00'

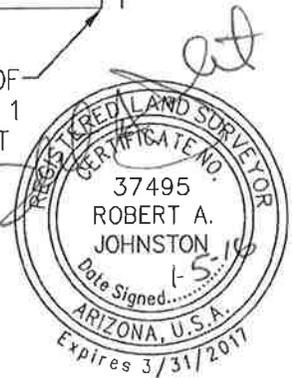
N89°51'07"W 1932.20'

N89°51'07"W 676.13'

BUCKEYE ROAD

SOUTH QUARTER  
 CORNER OF SECTION 7,  
 TOWNSHIP 1 NORTH,  
 RANGE 1 EAST

SOUTHEAST CORNER OF  
 SECTION 7, TOWNSHIP 1  
 NORTH, RANGE 1 EAST



|             |          |
|-------------|----------|
| PROJ.NO.:   | 1404     |
| DATE:       | JAN 2016 |
| SCALE:      | NTS      |
| DRAWN BY:   | DSP      |
| CHECKED BY: | RAJ      |

VISTA DEL VERDE  
 107TH AVE & BUCKEYE RD  
 AVONDALE, ARIZONA  
**EXHIBIT 'B'**

**HILGARTWILSON**  
 2141 E. HIGHLAND AVE., STE. 250  
 PHOENIX, AZ 85016  
 P: 602.490.0535 / F: 602.368.2436

U:\1400\1404\SURVEY\DOCS\1404-BOUNDARY EXHIBIT.dwg 1/5/2016 1:33 PM



## CITY COUNCIL AGENDA

---

**SUBJECT:**

Amended Final Plat - Vista Del Verde - PL-15-0263

**MEETING DATE:**

2/16/2016

---

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Director, Development & Engineering Services, 623.333.4012

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

This request is in accordance with Stipulation #8 of the Final Plat Approval (FP-05-15). The purpose of this Amended Final Plat is to reflect the current effective floodplain limits as shown on Sheet FP02, modify minimum separation distance between buildings in the typical lot setback detail, correct an incorrect PUE encroachment shown on the Final Plat, reflect the formation of a Maintenance Improvement District, and set forth conditions for abandonment of the temporary retention basin proposed for Tract "CC".

**BACKGROUND:**

The Final Plat as recorded in Book 888, Page 47 reflected floodplain limits within lots that have since had a letter of map revision LOMR) approved by FEMA (Case No. 08-09-0655P approved July 10, 2009).

During the preparation of the re-phased improvement plans for Vista Del Verde, as well as the Final Plat amendment, one PUE encroachment was discovered which will be corrected with this amended Final Plat:

(i) Lot 209 - The PUE on the recorded Final Plat encroaches into the back corner of this lot. The amended Final Plat modifies the PUE to eliminate this encroachment.

**DISCUSSION:**

The Amended Final Plat does not alter any other item on the Final Plat of said book and page, except as specified below:

1. This Amended Final Plat revises the 18' minimum separation distance between buildings in the typical lot setback detail to 16'.
2. This amended Final Plat abandons the PUE located within Lot 209 as shown on Detail A on Sheet FP02.
3. This subdivision is subject to a Maintenance Improvement District.
4. The temporary retention basin in Tract "CC" shall be maintained by the Homeowners' Association. The temporary retention basin may be abandoned upon the development of Tract "CC" with the approval of the City of Avondale Development & Engineering Services Department.

The proposed Amended Final Plat has been reviewed by the City's Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

The proposed Amended Final Plat conforms to the approved Site Plan for the Vista Del Verde subdivision, dedicating rights-of-way and easements as necessary to serve that future development.

Approval of the Amended Final Plat is required before the City may issue permits for construction of the Vista Del Verde subdivision.

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

**BUDGET IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

Staff recommends approval of application PL-15-0263, request for an Amended Final Plat for Vista Del Verde.

**ATTACHMENTS:**

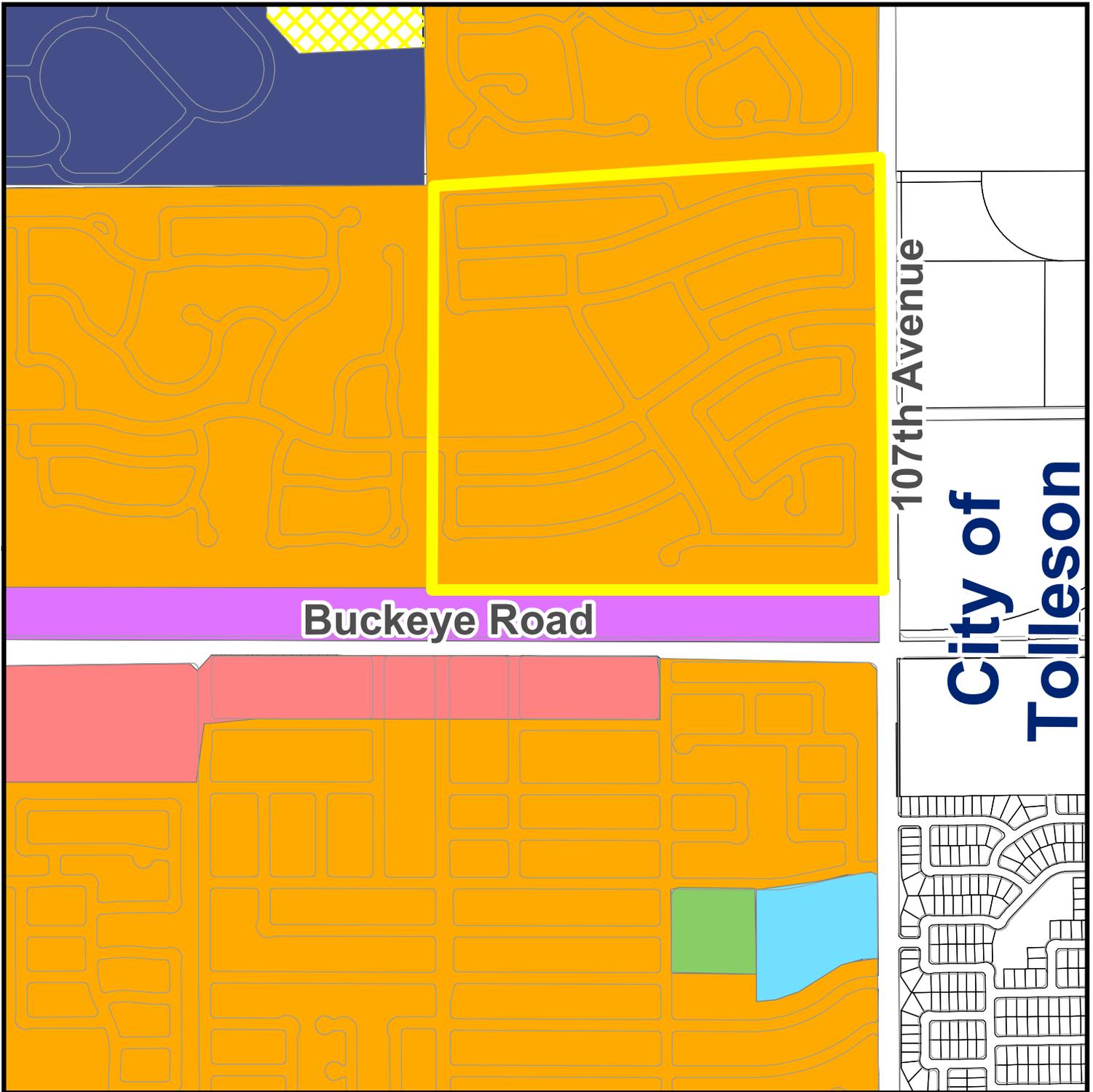
**Description**

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

[Attachment B - Zoning Vicinity Map](#)

[Attachment C - Aerial Photograph](#)

[Attachment D - Proposed Amended Final Plat](#)



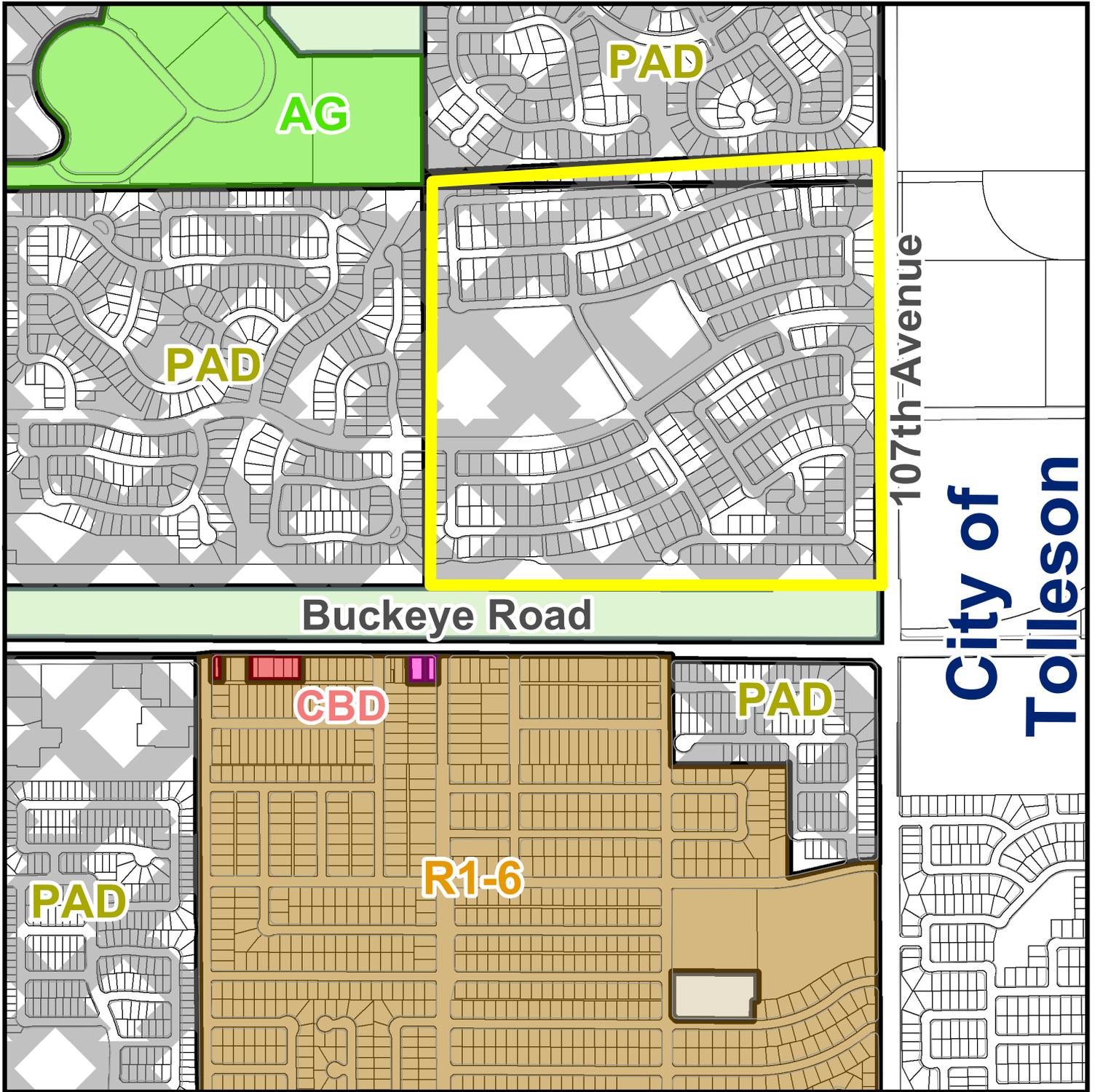
# General Plan Land Use Map



-  Medium Density Residential
-  Public/Civic
-  Open Space and Parks
-  Local Commercial
-  Education



Project Location

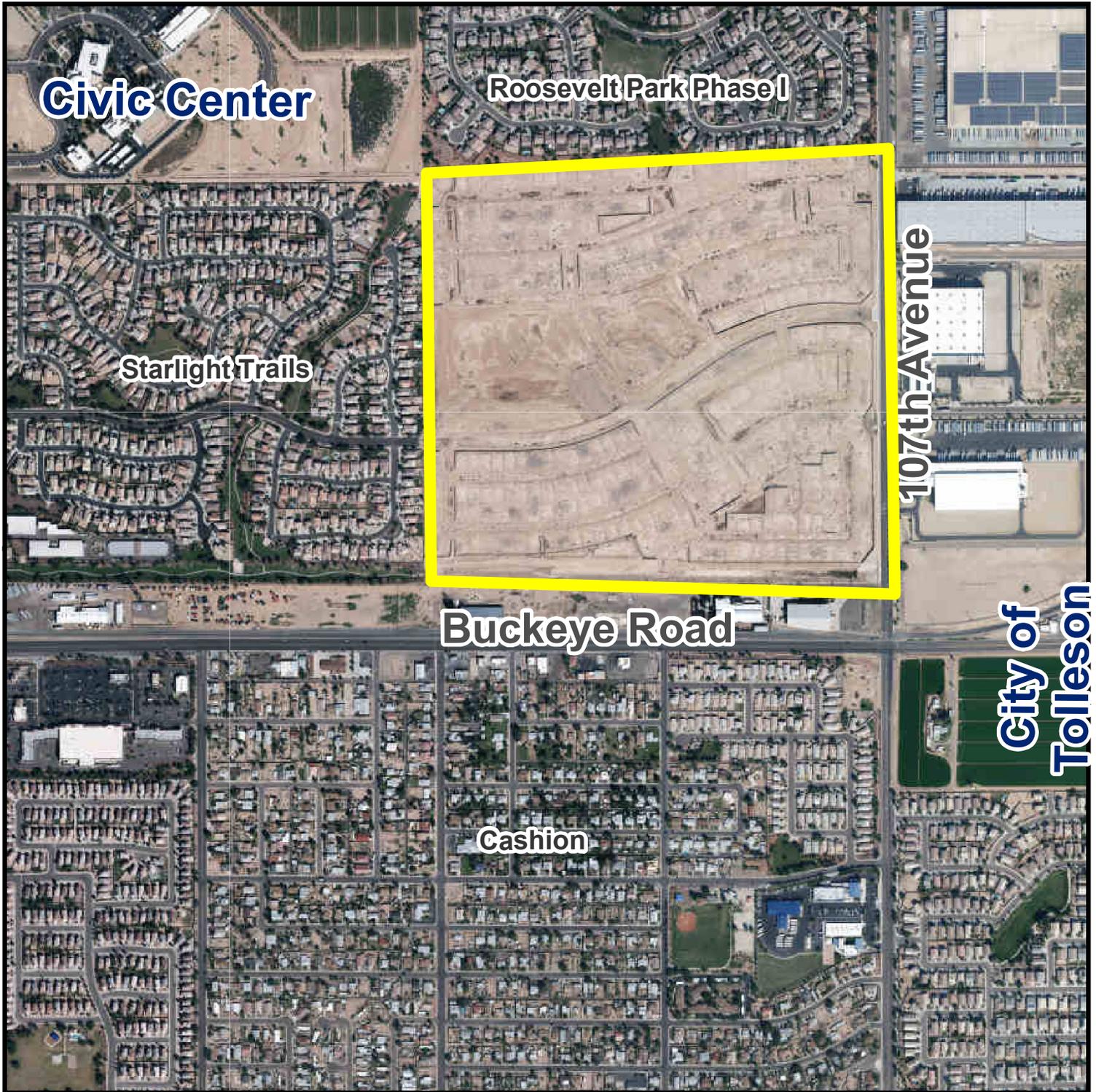


# Zoning Vicinity Map



 Project Location





# Aerial Photograph



 Project Location



LEGAL DESCRIPTION

THAT CERTAIN PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION;

THENCE SOUTH 00 DEGREES 12 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2270.72 FEET TO THE NORTH LINE OF THE SOUTH 353.00 FEET OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 676.13 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST 20.00 FEET TO THE NORTH LINE OF THE SOUTH 333.00 OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID LAST MENTIONED NORTH LINE A DISTANCE OF 1932.20 FEET TO THE WEST LINE OF SAID EAST HALF;

THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 2268.38 FEET, SAID WEST LINE ALSO BEING THE EAST LINE OF "C.W. RANCH" AND "C.W. RANCH 2" AS SHOWN ON THE FINAL PLATS OF SAID "C.W. RANCH" AND "C.W. RANCH 2" AS RECORDED IN BOOK 673, PAGE 16, AND BOOK 740, PAGE 40 RESPECTIVELY OF THE RECORDS OF SAID COUNTY, TO THE CENTER SAID OF SECTION;

THENCE NORTH 00 DEGREES 16 MINUTES 36 SECONDS WEST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 63.02 FEET TO THE SOUTHWEST CORNER OF "ROOSEVELT PARK UNIT 1" AS SHOWN ON SHEET 8 OF 8 OF THE FINAL PLAT OF SAID "ROOSEVELT PARK UNIT 1" RECORDED IN BOOK 716, PAGE 47 OF THE RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF SAID "ROOSEVELT PARK UNIT 1" THE FOLLOWING COURSES AND DISTANCES:

NORTH 86 DEGREES 57 MINUTES 38 SECONDS EAST, A DISTANCE OF 30.71 FEET;

THENCE NORTH 42 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 13.14 FEET;

THENCE NORTH 87 DEGREES 17 MINUTES 09 SECONDS EAST A DISTANCE OF 1615.62;

THENCE NORTH 86 DEGREES 57 MINUTES 39 SECONDS EAST 958.19 FEET TO SAID EAST LINE;

THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING.

NOTES

- 1. ALL LANDSCAPING WITHIN THE COLLECTOR, ARTERIAL, AND LOCAL STREET RIGHT-OF-WAY (INCLUDING MEDIANS) IS TO BE MAINTAINED BY THE ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.
2. 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 FENCING.
3. ALL NEW AND RELOCATED UTILITIES, INCLUDING STREET LIGHT CIRCUITS AND ELECTRIC LINES UP TO AND INCLUDING 12 K.V. INSTALLED WITH THIS DEVELOPMENT, SHALL BE PLACED UNDERGROUND AS CONDITIONED UPON A PERMIT ISSUED BY THE CITY OF AVONDALE CITY ENGINEER.
4. ALL 12 K.V. ELECTRIC AND COMMUNICATION LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. THE ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION MUST TAKE CORRECTIVE ACTION TO BRING THE BASINS INTO COMPLIANCE.
8. NO STRUCTURE OF ANY KIND WILL BE CONSTRUCTED ON OR OVER OR PLACED WITHIN WATER, SEWER OR PUBLIC UTILITY EASEMENTS, EXCEPT WOOD, WIRE OR REMOVABLE TYPE FENCING. THE CITY OF AVONDALE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
9. NO STRUCTURES OF ANY KIND WILL BE CONSTRUCTED, NOR ANY VEGETATION BE PLANTED OR ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT EXCEPT FOR NATIVE PLANT MATERIAL, WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH SAID EASEMENTS. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENT. THE CITY OF AVONDALE MAY, IF IT SO DESIRES, CONSTRUCT AND/OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND IN THE EASEMENT AREAS.
10. ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION WILL BE FORMED WHICH WILL OWN AND MAINTAIN ALL COMMON AREAS.
11. NO TWO STORY SINGLE FAMILY RESIDENCES SHALL BE PERMITTED ON LOTS 134-143, 165, 166, 190-193, 222-224, 252-254, 297 AND 298.
12. THIS FINAL PLAT IS IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PRELIMINARY PLAT (DATED APRIL 21, 2005).
13. THIS PROPERTY IS WITHIN THE VICINITY OF AN EXISTING PUBLIC AMPHITHEATER, A PROPOSED PUBLIC PARK, A PROPOSED SCHOOL SITE, A PROPOSED CITY PARK, A PROPOSED PRIVATE PARK, AN EXISTING 69 K.V. POWER LINE AND OPERATING RAILROAD TRACKS AND NOISE AND LIGHTING WHICH COULD EMANATE FROM SAID FACILITIES MAY AFFECT THIS DEVELOPMENT.
14. THIS PROPERTY IS WITHIN THE VICINITY OF A S.R.P. HIGH POWER TRANSMISSION LINE CORRIDOR.
15. THE PURPOSE OF THIS AMENDED FINAL PLAT IS TO REFLECT THE CURRENT EFFECTIVE FLOODPLAIN LIMITS AS SHOWN ON SHEET FP02. THE FINAL PLAT AS RECORDED IN BOOK 888, PAGE 47 REFLECTED FLOODPLAIN LIMITS WITHIN LOTS THAT HAS SINCE HAD A LETTER OF MAP REVISION (LOMR) APPROVED BY FEMA (CASE NO. 08-09-0655P APPROVED JULY 10, 2009). THIS AMENDED FINAL PLAT DOES NOT ALTER ANY OTHER ITEM ON THE FINAL PLAT OF SAID BOOK AND PAGE, EXCEPT AS SPECIFIED IN NOTES 16, 17 & 18.
16. THIS AMENDED FINAL PLAT REVISES THE 18' MINIMUM SEPARATION BETWEEN BUILDINGS IN THE TYPICAL LOT SETBACK DETAIL TO 16'.
17. THIS AMENDED FINAL PLAT ABANDONS THE PUE LOCATED WITHIN LOT 209 AS SHOWN ON DETAIL A, ON SHEET FP02.
18. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
19. THE TEMPORARY RETENTION BASIN IN TRACT "CC" SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE TEMPORARY RETENTION BASIN MAY BE ABANDONED UPON THE DEVELOPMENT OF TRACT "CC" WITH THE APPROVAL OF THE CITY OF AVONDALE DEVELOPMENT AND ENGINEERING SERVICES DEPARTMENT.

BOUNDARY CORNER NOTIFICATION

PER THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS (ADOPTED FEB. 6, 2010), EXTERIOR BOUNDARY CORNERS WILL BE SET BY THE SURVEYOR WHO CERTIFIED THIS PLAT. IT IS THE RESPONSIBILITY OF THE SUBDIVIDER TO ENSURE THAT INTERIOR CORNERS OF THE SUBDIVISION ARE SET (I) WITHIN NINETY (90) DAYS AFTER COMPLETION OF THE CONSTRUCTION IMPROVEMENTS, OR (II) WITHIN TWO (2) YEARS AFTER RECORDATION OF THE SUBDIVISION PLAT. WHICHEVER DATE IS FIRST TO OCCUR. THE INTERIOR CORNERS OF THE SUBDIVISION MAY BE STAKED BY SURVEYORS OTHER THAN WHO CERTIFIED THIS SURVEY. IT WILL BE THE RESPONSIBILITY OF THE OTHER SURVEYOR WHO STAKES THE INTERIOR CORNERS OF THE SUBDIVISION TO RECORD A "RECORD OF SURVEY" WITH THE COUNTY RECORDER, CONSISTENT WITH CURRENT ARIZONA BOUNDARY MINIMUM STANDARDS.

VDV RECOVERY ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

BEAZER HOMES HOLDINGS CORP, A DELAWARE CORPORATION

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

AMENDED FINAL PLAT "VISTA DEL VERDE"

(F.K.A. "ROY'S PLACE")

AN AMENDED FINAL PLAT OF "ROY'S PLACE" AS FILED IN BOOK 888, PAGE 47 RECORDS OF MARICOPA COUNTY, ARIZONA. A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER (ALL LOTS EXCLUSIVE OF LOTS 273-278 & 346-372)

VDV RECOVERY ACQUISITION, LLC
c/o RAIN TREE INVESTMENT CORP
3225 N. CENTRAL AVENUE, SUITE 100
PHOENIX, AZ 85012
PHONE: (602) 995-1375
FAX: (602) 381-1203
CONTACT: CHRIS JANSON

OWNER (LOTS 273-278 & 346-372)

BEAZER HOMES HOLDINGS CORP., A DELAWARE CORPORATION
c/o BEAZER HOMES
1600 N. DESERT DRIVE, SUITE 301
TEMPE, AZ 85281
PHONE (480) 921-4623
CONTACT: CAROL GRUMLEY

OWNER

ROY'S PLACE COMMUNITY MASTER ASSOCIATION
c/o RAIN TREE INVESTMENT CORP
3225 N. CENTRAL AVENUE, SUITE 100
PHOENIX, AZ 85012
PHONE: (602) 995-1375
FAX: (602) 381-1203
CONTACT: CHRIS JANSON

UTILITIES

WATER - CITY OF AVONDALE
SEWER - CITY OF AVONDALE
REFUSE COLLECTION - CITY OF AVONDALE
FIRE PROTECTION - CITY OF AVONDALE
POLICE PROTECTION - CITY OF AVONDALE
ELECTRIC - SALT RIVER PROJECT
TELEPHONE - CENTURYLINK
GAS - SOUTHWEST GAS CORPORATION

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, AZ. 85016
PHONE (602) 490-0535
ROBERT A. JOHNSTON R.L.S.

SHEET INDEX

- 1 - DEDICATION, APPROVALS, NOTES, VICINITY MAP, SITE DATA
2 - LEGEND, KEY MAP AND DETAILS TRACT TABLE

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE WATER SERVICE AREA OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

SITE DATA (BOOK 888, PAGE 47)

Table with 3 columns: Description, Area (SQ. FT.), and Area (AC). Rows include Gross Area, Public Right of Way, Net Area, Street Lengths, Total Lots, Density (Gross), Density (Net), Existing Zoning, Tract "CC", and Total Tract Area.

\* SEE SHEET 2 OF 2 FOR TRACT TABLES

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST, CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE \_\_\_\_\_ OF ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGED THAT \_\_\_\_\_ AS \_\_\_\_\_ FOR ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT VDV RECOVERY ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEAZER HOMES HOLDINGS CORP, A DELAWARE CORPORATION AND ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS OWNERS, HEREBY FILE THIS AMENDED FINAL PLAT TO UPDATE THE CORRECT LOCATIONS OF THE FLOODPLAIN LINES AS SHOWN HEREON, ABANDON A PORTION OF THE PUBLIC UTILITY EASEMENT IN LOT 208, REVISE THE TYPICAL LOT SETBACK DETAIL TO CHANGE THE MINIMUM SEPARATION BETWEEN BUILDINGS FROM 18' TO 16', AND SUBJECT THE SUBDIVISION TO A MAINTENANCE IMPROVEMENT DISTRICT. THE PRIOR PLAT FOR "ROY'S PLACE" AS RECORDED IN BOOK 888, PAGE 47 RECORDS OF MARICOPA COUNTY, ARIZONA IS HEREBY REAFFIRMED AS THE DOCUMENT OF RECORD FOR THE LOCATION, DIMENSIONS AND USES FOR ALL LOTS, EASEMENTS STREETS AND TRACTS WITHIN THIS DEVELOPMENT. THE CITY HEREBY IS GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS "A" THROUGH "H", "J" THROUGH "DD". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A HOMEOWNERS ASSOCIATION FORMED OVER THIS SUBDIVISION, FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS, AND/OR HARDSCAPE.

IN WITNESS WHEREOF:

VDV RECOVERY ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEAZER HOMES HOLDINGS CORP, A DELAWARE CORPORATION, AND ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AS OWNERS, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF \_\_\_\_\_ DULY AUTHORIZED THIS \_\_\_DAY OF \_\_\_\_\_, 2016.

VDV RECOVERY ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

BEAZER HOMES HOLDINGS CORP, A DELAWARE CORPORATION

BY: TIMOTHY C. LITTLE

ITS: PRESIDENT DIVISIONAL - PHOENIX

ROY'S PLACE COMMUNITY MASTER ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE \_\_\_\_\_ OF VDV RECOVERY ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGED THAT \_\_\_\_\_ AS \_\_\_\_\_ FOR VDV RECOVERY ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 TIMOTHY C. LITTLE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT DIVISIONAL - PHOENIX OF BEAZER HOMES HOLDINGS CORP, A DELAWARE CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGED THAT \_\_\_\_\_ AS \_\_\_\_\_ FOR BEAZER HOMES HOLDINGS CORP, A DELAWARE CORPORATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

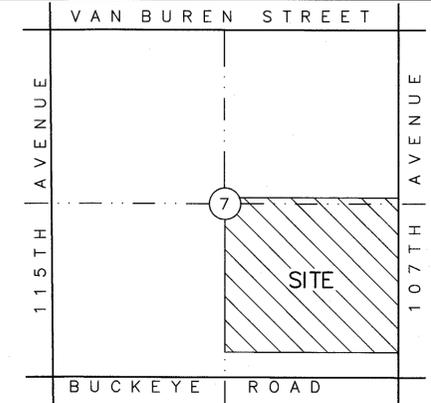
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND DIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2015, THAT THIS SURVEY IS COMPLETE AS SHOWN.

ROBERT A JOHNSTON, RLS
RLS# 37495
HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
rjohnston@hilgartwilson.com



VICINITY MAP NOT TO SCALE

HILGARTWILSON ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016
www.hilgartwilson.com

VISTA DEL VERDE AMENDED FINAL PLAT OF ROY'S PLACE AVONDALE, ARIZONA
AMENDED FINAL PLAT

STATUS:
PROJECT NO.: 1404
DATE: SEPT 2015
SCALE: AS SHOWN
DRAWN: HW
APPROVED: RAJ
MUNICIPAL TRACKING NO:
DWG. NO. FP01
SHT. 1 OF 2

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**VISTA DEL VERDE**  
 AMENDED FINAL PLAT OF ROYS PLACE  
 AVONDALE, ARIZONA  
**AMENDED FINAL PLAT**

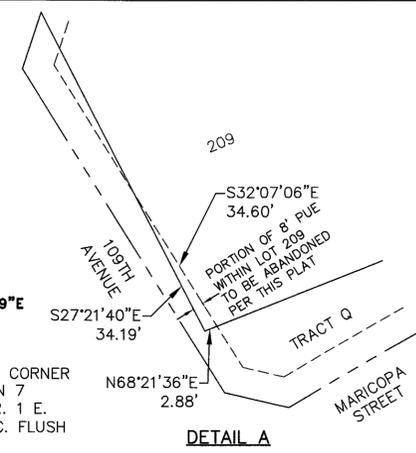
CENTER OF SECTION 7  
 T. 1 N. R. 1 E.  
 FD. 1/2" REBAR  
 LS TAG 17388

ROOSEVELT PARK UNIT 1  
 BOOK 716, PAGE 47 M.C.R.



C.W. RANCH  
 BOOK 673, PAGE 16 M.C.R.  
 N00°16'27"W 2288.38'

EAST 1/4 CORNER SECTION 7  
 T. 1 N. R. 1 E.  
 FOUND B.C. FLUSH



- LEGEND:**  
 FOUND OR SET MONUMENT AT SECTION OR 1/4 CORNER PER M.A.G. STD. DET. 120-1 TYPE "A"  
 BC BRASS CAP  
 PUE PUBLIC UTILITY EASEMENT  
 RET RETENTION  
 OS OPEN SPACE (ACTIVE)  
 BSL BUILDING SETBACK LINE  
 --- RIGHT OF WAY LINE  
 --- PARCEL LINE  
 --- SECTION LINE  
 --- FLOODPLAIN LINE  
 --- CENTERLINE  
 --- BUILDING SETBACK LINE

| TRACT TABLE (PER BOOK 888, PAGE 47) |  |                                 |
|-------------------------------------|--|---------------------------------|
| TRACT                               | USE  | AREA                            |
| TRACT "A"                           | LANDSCAPING                                    | 1,687.82 SQ. FT. 0.039 AC.      |
| TRACT "B"                           | LANDSCAPING                                    | 20,406.52 SQ. FT. 0.468 AC.     |
| TRACT "C"                           | LANDSCAPING                                    | 2,200.00 SQ. FT. 0.051 AC.      |
| TRACT "D"                           | LANDSCAPING                                    | 12,925.07 SQ. FT. 0.297 AC.     |
| TRACT "E"                           | LANDSCAPING                                    | 4,771.42 SQ. FT. 0.110 AC.      |
| TRACT "F"                           | LANDSCAPING                                    | 6,715.81 SQ. FT. 0.154 AC.      |
| TRACT "G"                           | LANDSCAPING, RET, OS                           | 72,283.93 SQ. FT. 1.659 AC.     |
| TRACT "H"                           | LANDSCAPING, RET, DRAINAGE AND OS              | 329,368.70 SQ. FT. 7.561 AC.    |
| TRACT "J"                           | LANDSCAPING, RET, OS                           | 42,725.89 SQ. FT. 0.981 AC.     |
| TRACT "K"                           | LANDSCAPING                                    | 6,727.04 SQ. FT. 0.154 AC.      |
| TRACT "L"                           | LANDSCAPING                                    | 2,208.86 SQ. FT. 0.051 AC.      |
| TRACT "M"                           | LANDSCAPING                                    | 4,681.20 SQ. FT. 0.107 AC.      |
| TRACT "N"                           | LANDSCAPING                                    | 14,344.70 SQ. FT. 0.329 AC.     |
| TRACT "O"                           | LANDSCAPING                                    | 3,213.22 SQ. FT. 0.074 AC.      |
| TRACT "P"                           | LANDSCAPING, RET.                              | 45,314.21 SQ. FT. 1.040 AC.     |
| TRACT "Q"                           | LANDSCAPING, RET., & EMERGENCY ACCESS EASEMENT | 46,793.26 SQ. FT. 1.074 AC.     |
| TRACT "R"                           | LANDSCAPING                                    | 2,967.27 SQ. FT. 0.068 AC.      |
| TRACT "S"                           | LANDSCAPING                                    | 3,085.52 SQ. FT. 0.071 AC.      |
| TRACT "T"                           | LANDSCAPING                                    | 2,728.89 SQ. FT. 0.063 AC.      |
| TRACT "U"                           | LANDSCAPING                                    | 5,044.47 SQ. FT. 0.116 AC.      |
| TRACT "V"                           | LANDSCAPING, OS                                | 15,668.74 SQ. FT. 0.360 AC.     |
| TRACT "W"                           | LANDSCAPING, RET, OS                           | 35,733.25 SQ. FT. 0.820 AC.     |
| TRACT "X"                           | LANDSCAPING                                    | 4,575.06 SQ. FT. 0.105 AC.      |
| TRACT "Y"                           | LANDSCAPING                                    | 4,503.22 SQ. FT. 0.103 AC.      |
| TRACT "Z"                           | LANDSCAPING                                    | 3,375.00 SQ. FT. 0.077 AC.      |
| TRACT "AA"                          | LANDSCAPING                                    | 3,600.00 SQ. FT. 0.083 AC.      |
| TRACT "BB"                          | LANDSCAPING, RET, OS                           | 34,388.78 SQ. FT. 0.789 AC.     |
| TRACT "CC"                          | TEMPORARY RETENTION                            | 702,105.35 SQ. FT. 16.118 AC.   |
| TRACT "DD"                          | PARK SITE, RET, OS                             | 281,649.91 SQ. FT. 6.466 AC.    |
| TOTAL                               |  | 1,013,687.76 SQ. FT. 23.271 AC. |

TRACT "I" IS NOT USED  
 TRACT "CC" NOT INCLUDED IN TRACT TOTAL OR OPEN SPACE  
 TRACTS "BB", "DD", "G", "J", "V", "W" & A PORTION OF TRACT "H" QUALIFY AS ACTIVE OPEN SPACE (OS) FOR A TOTAL OF 681,660 SQ. FT. OR 15.65 ACRES

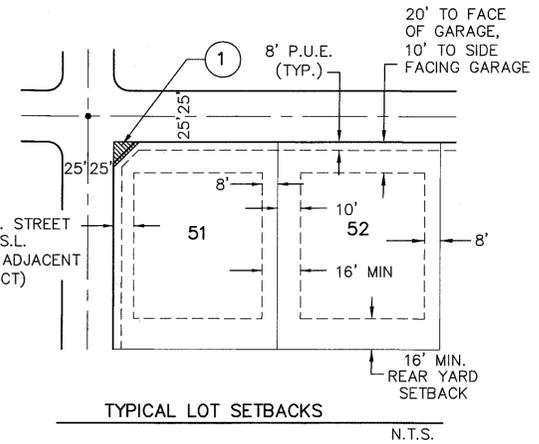
SOUTH 1/4 CORNER SECTION 7  
 T. 1 N. R. 1 E.  
 CALCULATED POINT

SOUTHEAST CORNER SECTION 7  
 T. 1 N. R. 1 E.  
 FD. B.C. IN HANDHOLE

**KEY MAP**  
 N.T.S.



ALL STRUCTURES AND LANDSCAPING WITHIN THESE VISIBILITY EASEMENTS SHALL HAVE A 3' MAXIMUM HEIGHT.



**TYPICAL LOT SETBACKS**  
 N.T.S.



STATUS:  
 PROJ. NO.: 1404  
 DATE: SEPT 2015  
 SCALE: AS SHOWN  
 DRAWN: HW  
 APPROVED: RAJ  
 MUNICIPAL TRACKING NO:

DWG. NO.  
**FP02**  
 SHT. 2 OF 2



## CITY COUNCIL AGENDA

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**SUBJECT:**

Public Hearing - Resolution 3299-216 and  
Ordinance 1602-216 - Comprehensive Zoning  
Ordinance Text Amendments

**MEETING DATE:**

2/16/2016

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**TO:**

Mayor and Council

**FROM:**

Tracy Stevens, Director, Development & Engineering Services 623.333.4012

**THROUGH:**

David Fitzhugh, City Manager 623.333.1014

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**REQUEST:**

City Council will hold a public hearing and consider a request for approval of a Zoning Ordinance Amendments. Text Amendments to the Zoning Ordinance are proposed to address Mayor and City Council goals, increase flexibility in development processes, respond to market trends, and provide further consistency with other City plans and policies. The Council will take appropriate action.

**PARCEL SIZE:**

N/A

**LOCATION:**

Citywide

**APPLICANT:**

City of Avondale

**OWNER:**

City of Avondale

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**BACKGROUND:**

The Zoning Ordinance was approved in 1990 and updated between 2008 and 2011 to stay up-to-date with changing industry standards. Updates in November 2013 focused primarily on changes to meet the new vision, goals, and policies set forth in General Plan 2030 adopted in 2012. Two minor text amendments have been made since November 2013 – the first in May 2014 to expand hours of operation for medical marijuana dispensaries and a second revising time periods for expiration and conditions for commencement of approved Planned Area Developments PADs in April 2015.

**SUMMARY OF REQUEST:**

The proposed amendments:

- Repond to FY15-16 City Council goal of providing greater flexibility in the City's processes for development
- Provide consistency of language and definitions with the General Plan 2030
- Remove redundant requirements

- Revise responsibilities for public notification of applications, shifting most from the applicant to the City allowing for greater oversight of the process
- Add a new residential zoning designation (R1-7) to allow for a midsize urban residential product
- Allow for single-family residential in the Manufactured Home Park District
- Refine and review parking standards and design, more closely reflecting today's market demand and removing parking maximums except for three specified uses:

- o General Office/Professional
- o Warehouse and Distribution
- o Large-scale retail

- Expand description of permitted paving materials to include state-of-the-art paving systems
- Allow wireless facilities on existing vertical elements in the public right-of-way
- Revise design standards for retention basins to allow greater flexibility in design and avoid "bathtub" designs
- Revise sign regulations as part of a Comprehensive Sign Package; allow administrative approval of deviations up to 25 percent
- Revise design standards for landscaping and walls to enhance the aesthetic appeal of the City

A summary of the proposed text amendments is attached as Exhibit A.

#### **PARTICIPATION:**

The proposed amendments to the Zoning Ordinance were originally posted on the City's website on October 1, 2015. Subsequent refinements, including additions and deletions of previous changes, were posted on the City's website on November 19, 2015. Legal notices were placed in the *West Valley View* as required for all scheduled public hearings. Public comments were received concerning the changes to Section 904 (Comprehensive Sign Plan), freeway pylon signs, open space connectivity, and single-family design characteristics.

#### **PLANNING COMMISSION ACTION:**

The Zoning Ordinance text amendments were presented to the Planning Commission on October 15, 2015 for discussion only. At that time, comments were made concerning the proposed allowance of non-ancillary distribution uses in the Commerce Park Zoning District and how this would differ from the Avondale Commerce Center, deviations from sign standards being approved administratively, passing on the increased cost for City mailings of notifications, minimum requirements for compact parking, drive-aisle width changes, and requested more details concerning allowing single-family homes in the Manufactured Home Park District. An abstract of the minutes of the October 15, 2015 meeting is attached as Exhibit C.

As a result of input from the Planning Commission, staff revised the originally proposed amendments to add a percentage cap to how much deviation from sign regulations can be administratively approved. Staff also removed the maximum limits for compact parking, removed the change to drive-aisle widths, and removed the allowance for non-ancillary warehouse uses in the Commerce Park District.

Staff again presented the proposed Zoning Ordinance amendment to the Planning Commission on December 17, 2015, highlighting changes made in response to expressed concerns. The Commissioners expressed support for the proposed amendments as presented. Staff advised that the amendments would be presented to the City Council at the Work Session of January 4, 2016 for feedback. An abstract of the minutes of the December 17, 2015 meeting is attached as Exhibit D.

The Zoning Ordinance text amendments were presented to the City Council on January 4, 2016.

The Council was supportive of the proposed changes and staff further clarified a few items, including the notification process, signage, phasing, and manufactured housing. The only change made to the amendments since presentation to Planning Commission on December 17, 2015 was the addition of Homeowners' Associations to the notification list. Staff advised that the amendment would go back to Planning Commission for its recommendation on January 21, 2016, and would be scheduled for City Council consideration on the February 16, 2016 agenda. The minutes from the January 4<sup>th</sup> City Council Work Session were not available at the time of this report.

The proposed amendments were brought before the Planning Commission on January 21, 2016 at its regular meeting, and the Planning Commission voted unanimously to recommend approval of the Zoning Ordinance Amendments as presented.

It should be noted that since presentation to the Planning Commission, the text "tenant leasable area" has been removed from the Required Parking Table for General/Professional Offices and Medical/Dental Offices in Section 804. This text had been added as part of the proposed changes and was recently removed due to the difficulty to determine the exact tenant leasable area at the time of overall site plan review.

## **ANALYSIS:**

Many of the amendments represent an overall update to provide consistency with the General Plan 2030 text. As noted, others strengthen existing design requirements and allow greater flexibility for development in certain areas.

The notification process for neighborhood meetings and public hearings has been amended to shift responsibility for the mailings to City staff. Project applicants will continue to be responsible for site posting and legal advertisements. Allowing the City to have more control of the notification process will ensure enhanced fulfillment of public noticing requirements and transparency. While this will increase direct costs to the City, the amendment will permit the use of postcards for notification, thereby saving processing and mailing fees over the traditional letter/envelope notification.

As a result of input from the development community, it was determined that an intermediate residential zoning is needed between R1-6 and R1-8. Therefore, staff has developed requirements for an R1-7 district that provides for additional flexibility in residential product. The requirements are similar to those of R1-6 and R1-8 but bridge the gap between the two existing zones to allow for an additional lot size.

Similarly, single-family residential is proposed as an allowed use in the Manufactured Home Park District, subject to design requirements outlined in Section 207 of the Zoning Ordinance.

As part of this amendment, staff is proposing to remove parking maximums except for three large land use categories - General/Professional Office, Warehouse and Distribution, and Large-Scale Retail. Research has shown that many communities have successfully eliminated parking maximums while still limiting large expanses of parking fields. Additional guidelines will allow for the inclusion of up to 15% compact parking and a reduction in overall parking stall size from 10-foot wide x 20-foot long to 9.5-foot wide x 20-foot long. The goal is to provide more flexibility with site design and respond to market demand.

The definition for permeable paving has been expanded to include state-of-the-art systems to encourage the use of alternative paving systems, assist in water conservation, and reduce stormwater run-off.

In an effort to help prevent proliferation of numerous new freestanding wireless facilities to meet the ever-growing demand for wireless service, staff is proposing to allow wireless facilities to be installed on existing or planned vertical elements (e.g. streetlight poles, power poles, etc.) in the

public right-of-way (freestanding facilities would remain prohibited in the right-of-way). This will provide additional opportunities for wireless facilities without the need for new towers as well as a potential revenue source for the City. Any facilities on vertical elements in the right-of-way would be subject to a lease agreement with the City.

The requirements for retention basins have been changed to provide greater flexibility in design based on basin depth rather than slope. These changes are expected to encourage more advanced and pleasing design to enhance the aesthetic appeal of the City as well as to potentially encourage multiple uses of retention areas.

There have been numerous requests recently for deviations from the sign standards in both PADs and conventionally zoned sites. In response, City staff has included an allowance for administrative approval of a deviation from sign standards up to 25 percent, while maintaining control through the Comprehensive Sign Plan (CSP) process. Any request for deviations greater than 25 percent would be required to go to City Council for their authorization. The amendments also allow for submittal of a CSP later in the process rather than limiting the submittal to the time of preliminary plat or site plan. However, the CSP must still be part of an overall development plan. Allowing administrative approval for up to 25 percent deviation will streamline the City's design review process and help expedite development approvals.

The proposed changes to Section 12, Landscaping, Walls, and Fences, strengthen design requirements for screen and perimeter wall articulation and screening, and provide for substantially more required shade in parking lots. Other changes strengthen the ability of the City to enforce replacement of dead or dying trees included in developments and rights-of-way and provide greater guidance to developers to help ensure plant and tree survivability.

#### **FINDINGS:**

1. The proposed amendment meets the intent of the General Plan.
2. The proposed amendment constitutes an overall improvement to the Zoning Ordinance.
3. The proposed amendment are in response to the City Council's FY15-16 Goals of building greater flexibility in the City's development processes.
4. The proposed amendment addresses concerns stated from the development community and new market trends while maintaining appropriate controls to ensure sound development and strengthening existing design requirements where appropriate.

#### **RECOMMENDATION:**

Staff recommends Council adoption of a resolution declaring as a public record the City of Avondale Zoning Ordinance, Amended and Restated February 16, 2016, a comprehensive text amendment to the Zoning Ordinance to address Mayor and City Council goals, increase flexibility in development processes, respond to market trends, and provide further consistency with other City plans and policies and an ordinance adopting the same - application PL-15-0215.

#### **PROPOSED MOTION:**

1. I move that the City Council adopt Resolution 3299-216 declaring as a public record the document filed with the city clerk and titled "City of Avondale Zoning Ordinance, Amended and Restated February 16, 2016"
2. I move that the City Council adopt Ordinance 1602-216 adopting by reference certain document known as the "City of Avondale Zoning Ordinance, Amended and Restated February 16, 2016"

## **ATTACHMENTS:**

### **Description**

[Exhibit A - Summary of Zoning Ordinance Amendments](#)

[Exhibit B - Redline of Zoning Ordinance](#)

[Exhibit C - Planning Commission Minutes 10-15-15](#)

[Exhibit D - Planning Commission Minutes 12-17-15](#)

[Exhibit E - Planning Commission Minutes 1-21-16](#)

[Resolution 3299-216](#)

[Zoning Ordinance](#)

[Ordinance 1602-216](#)

## **PROJECT MANAGER**

Alison Rondone, Planner II, 623.333.4033

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## Summary of Zoning Ordinance Text Amendments

### *Section 1, Administration and Procedures*

- 103 Definitions
  - Assisted Living (revised)
  - Flex Space (new)
  - Medical Office (removed language re: overnight patients)
  - Mural (removed signature language)
  - Non-Consignment Secondhand Retail Store (new)
  - Paved surface (included certain permeable materials)
- 105 Development Review Procedures
  - Revised Development Review Procedures to require pre-application
  - Streamlined process
- 107 Design Review
  - Added text that public schools do not require design review
  - Deleted text that SFR not located within master-planned subdivision shall not require design review
  - Administrative approval allowed for up to 25 percent deviation from sign standards; greater than 25 percent deviation requires City Council approval
  - Notification process
    - Radius increased to 1,000 ft
- 114 Public Notification
  - Revised procedures
    - Planning to send notice instead of applicant; radius increased to 1,000 feet
    - City responsible for notifications (mailings)
    - Site sign shall not obstruct sight visibility triangle

### *Section 2, Residential Districts*

- Land Use Matrix
  - Added R1-7 zoning
  - Private school now permitted use in RR-43 through R1-6
- 204 Uses Permitted with a Conditional Use Permit
  - Deletes School, private

- 105 Development Standards
  - Minimum lot depth for R1-8 increased to 110 feet
  - Maximum building coverage increased to 45% R1-6 through R1-8
- 206 Design Standards
  - Revises net area devoted to open space and amenities for lots up to 15,000 sf
- 207 Manufactured Home Park (MH) District
  - Single-family residential allowed subject to design requirements
  - Added requirement for minimum width for single-family home denotation

### *Section 3, Commercial Districts*

- Land Use Matrix
  - Changes from requiring CUP to permitted with conditions
    - Adult day care
    - Assisted living
  - Upper-floor residential allowed in C-2 and C-3 Districts
  - Art studio permitted in C-1 and OTAB/Neighborhood Sub-District
  - Non-consignment secondhand retail store allowed in C-1 and C-2 Districts
- 304 Uses Permitted with Conditions
  - Added adult daycare and assisted living
  - Specified that drive-through and/or pick-up windows shall not face arterial streets
  - Deleted separation requirements between bars
  - Revised screening language for drive-throughs

### *Section 4, Employment Districts*

- Revised outdoor storage design standards

### *Section 5, Special Districts*

- Revised sign language to match administrative approval language changes in Section 9

### *Section 6, Planned Area Development District*

- Allows for phased infrastructure if part of a phasing plan included in a PAD

### *Section 7, Supplementary Regulations*

- Added allowance for mounting PWSFs on existing or planned vertical elements

### *Section 8, Parking*

- Revised Parking Schedule
  - Removed maximums except for three land uses
    - General/Professional Office
    - Warehouse & Distribution
    - Large-scale Retail
- 805 Parking and Access Standards
  - Revised size of standard parking space
  - Added requirements for compact parking
  - Revised size of parallel parking spaces

### *Section 9, Signs*

- 904 Comprehensive Sign Plans
  - Removed requirement for CSP for all projects (now at City's discretion)
  - Added language to allow deviation from density, height, size, and separation of signs under a CSP up to 25 percent administratively; greater than 25 percent requires City Council authorization
- 913 Signs Authorized with Permits
  - Some changes as a result of *Reed v. Gilbert* decision
  - Increased maximum sign area in C-3
  - Eliminated minimum acreage for freeway pylon signs
  - Allow City's discretion for lesser separation distance for freeway pylon signs under CSP (refer to Section 904)
  - Allowed placement of A-Frame sign within shopping center expanded

### *Section 12, Landscape, Walls and Fences*

- 1203 General Landscape Provisions
  - Added language concerning survivability
- 1204 Landscape Design Standards
  - Removed requirement for 15' separation between trees and light poles in parking lots
  - Increased required landscaping in parking lots
  - Revised requirements for retention basins frontage based on depth rather than slope
- 1207 Walls and Fences
  - Revised language to be consistent with other requirements, require articulation, material types

EXHIBIT B – REDLINE OF ZONING ORDINANCE

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38105>

**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 - Zoning Ordinance Text Amendments**

Staff presented an overview of the proposed Zoning Ordinance Text Amendments and requested the Planning Commission provide direction regarding the proposed Text Amendments.

Alison Rondone, Planner II, said that the Zoning Ordinance, which was first approved in 1990, was extensively updated in 2008 and 2011 to keep up with industry trends and market forces. The last update in 2031 focused on consistency with the adopted General Plan and subsequent revisions expanded hours for medical marijuana dispensaries and extended time for commencement of an approved PAD. At the direction of City Council, the new revisions are designed to provide greater flexibility in City processes and respond to development community and market trends. In general, they provide further consistency with the language in the General Plan.

Ms. Rondone explained that the notification process was revised to specify that the City is responsible for mailing notifications of neighborhood meetings and public hearings. The radius for notification will be doubled to 1,000 feet. A new zoning residential designation, R1-7, will allow for a midsize urban residential product that developers have asked for.

Ms. Rondone stated that many changes are proposed for parking. Stall sizes will be reduced slightly to conform more to industry standards. The amount of landscaped area in

parking lots will be increased. Requirements for compact parking will be added. The maximum parking for all land uses will be removed except for Warehouse and Distribution, General Office/Professional, and large-scale Retail greater than 50,000 square feet. Wireless facilities will be allowed on existing vertical elements in the public right-of-way, which will allow telecommunications to expand without a great proliferation of freestanding towers. The comprehensive sign package language will be modified to allow the City more flexibility in deviating from the standards to accommodate more creative designs. Comprehensive sign packages could also be submitted later in the process.

Ms. Rondone said the revision of standards for retention basins would allow more flexibility in the variety of designs. Landscaping and wall standards will be revised to remove redundancy and encourage more variety. The amount of shade required for parking areas will be increased, allowing for more aesthetically pleasing designs. The description of permitted paving materials will be expanded to allow more state of the art paving systems, including more sustainable products. Single-family residential subdivisions will be allowed in the Manufactured Home District. These will not be stand-alone houses, but subdivisions subject to conditions to ensure common thematic elements and open space.

Chair Scibienski asked whether the City would raise fees to cover the cost of handling mailings. Ms. Rondone said the fees would be raised, though the specific number has not yet been determined. Chair Scibienski felt that the burden of mailing should be placed elsewhere, at least until the City gets rid of the large discount on impact fees.

Chair Scibienski said signage is a big part of any project, and moving it later in the process takes it further out of the Planning Commission's hands. Robert Gubser, Planning Manager, said the proposed changes would allow staff to administratively approve any modifications to sign standards. Chair Scibienski said the Planning Commission would still want to be able to provide the community's feedback on sign deviations. Mr. Gubser inquired whether the Commission would be comfortable allowing staff to approve minor modifications up to a certain threshold. Chair Scibienski felt it would depend on the circumstances. Mr. Gubser offered to prepare some examples for the Commission's reference.

Chair Scibienski inquired whether the addition of the Non-Consignment, Secondhand Retail designation would have still required the Goodwill use to be brought before the Commission. Mr. Gubser said it would.

Chair Scibienski inquired about the intent behind allowing non-ancillary warehouse/distribution uses. Mr. Gubser explained that the designation allows for flexible mixed-use opportunities for smaller facilities with multiple tenants. It would

allow for warehousing/manufacturing in the back with a retail component at the front, for example.

Chair Scibienski asked how this designation would differ from the Avondale Commerce Center (ACC). Mr. Gubser said staff tried to mimic some of that use to be allowed in the CP District as well, without having to also rezone the properties. Chair Scibienski noted that the use already has many vacant spaces, and questioned the need for adding more. He cautioned against the City loosening standards too much in an effort to spur development, while producing more vacancies in the process.

Commissioner Carrillo requested more details regarding the changes to Manufactured Home Park Districts. Mr. Gubser explained that this change is in response to several requests for larger parcels just north of Lower Buckeye that would be difficult to develop with manufactured homes. Builders have expressed interest in more detached or attached single-family product there. Vice Chair Long asked why they could not simply be rezoned. Mr. Gubser said it could be done that way. This proposal would simply add the use into the use list. Vice Chair Long expressed his concern that allowing this option could set a precedent that developers would try to exploit in other areas of the Zoning Ordinance. Chair Scibienski noted that if the use is permitted with conditions, notification of neighbors, public hearing would not be required and the need to come before the Planning Commission, as there would be with a conditional use, would be eliminated. Mr. Gubser said that is correct in terms of the use, but they would still have to come before the Commission for a subdivision preliminary plat.

Commissioner Kugler said he approved of the mailer changes and the expanded radius for notifications. He suggested that HOAs within the radius also be notified. He felt the compact parking requirements could cause problems in smaller lots. The reduction in width of drive aisles from 26 feet to 24 feet would make for significant challenges, especially in lots that lack defined pedestrian areas. He approved of the retention basin changes.

Commissioner Kugler said he shares Chair Scibienski's concerns about sign deviations, saying it will be difficult to define a threshold since so much depends on subjective opinion. Chair Scibienski said that language requiring a minimum number of compact parking spaces makes less sense than language allowing them. Mr. Gubser clarified that compact parking would be an option that a developer could choose to utilize; it would not be a requirement. Chair Scibienski argued that builders should be allowed to include as many compact spaces as they want up to a maximum number; there is no need to establish a minimum.

Vice Chair Long noted that reductions in drive aisle width could conflict with other City codes, such as designated fire lanes. Ms. Rondone said the text amendment requires

## **Exhibit C**

designated fire lanes to be 26 feet wide, and are subject to review by the Fire Department during the site plan review.

**Excerpt of the Minutes of the regular Planning Commission meeting held December 17, 2015 at 6:30 p.m. in the Council Chambers.**

COMMISSIONERS PRESENT

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

CITY STAFF PRESENT

Robert Gubser, Planning Manager  
Nicholle Harris, Legal Counsel  
Ken Galica, Senior Planner  
Alison Rondone, Planner II  
Linda Herring, Development Services Representative

**PL-15-0215: Zoning Ordinance Text Amendments**

This is a public hearing before the Planning Commission to review and solicit public input on a City initiated comprehensive text amendment to the Zoning Ordinance. The text amendments will provide greater flexibility in and streamline City review processes, enhance public notification requirements, update parking standards, adjust signage regulations, strengthen overall design requirements, and revise and update text to provide greater consistency with the General Plan 2030. Staff Contact: Alison Rondone

Robert Gubser, Planning Manager, summarized that staff made changes to this text amendment based on prior feedback from the Planning Commission. The revised amendment will be presented at a City Council work session in early January and return to the Planning Commission later that same month as an action item. City Council will consider the item at their February 16 meeting.

Alison Rondone, Planner II, stated that in response to Commission feedback, staff is exploring a couple of options for assessing a fee to cover the cost of mailings. The proposal to have HOAs added to the notification list regardless of whether they are in the radius or not is still being evaluated. Chair Scibienski pointed out that Neighborhood and Family Services has a database of every HOA in the city.

Ms. Rondone said the Commission expressed a desire to provide feedback on sign deviations. Staff changed the text amendment to allow up to a 25% deviation to be

administratively approved. Anything greater would be subject to City Council approval. Commission had previously also expressed concern regarding the allowance of non-ancillary warehouse uses in the Commerce Park district. That text has been removed from the amendment.

Ms. Rondone said text was added clarifying that single family residences would be allowed in the Manufactured Home District but not in a mobile home park. The Commission would still review preliminary plats for single family subdivisions in MH Districts. Staff also removed the maximum allowed compact parking requirement, made it optional, and clarified that it cannot exceed 15% of minimal required spaces. The provision reducing drive aisle widths was removed in response to concern by Commissioners.

Ms. Rondone highlighted some additional changes. Acreage requirements for freeway pylon signs were removed. Parking minimums will now be determined based on 90% of gross floor area. Submittal of the Comprehensive Sign Plan would be allowed later in the process. Trees in right-of-way will now count towards tree requirements. Staff recommends that this item be continued to the January 21 Planning Commission meeting for recommendation to City Council.

Chair Scibienski added that he appreciated that staff took the Commissions comments to heart and made some great changes. And even though he would not be present to vote, he would give it an approval at this point.

Chair Scibienski invited a motion. Commissioner Kugler moved to continue the hearing of application PL-15-0215 to the January 21, 2016 meeting of the Planning Commission. Commissioner Carrillo seconded the motion.

#### ROLL CALL VOTE

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

The motion carried by a 7-0 vote.

**Excerpt of the Minutes of the regular Planning Commission meeting held January 21, 2016 at 6:30 p.m. in the Council Chambers.**

COMMISSIONERS PRESENT

Olivia Pineda, Chair  
Gloria Solorio, Vice Chair  
Christopher Reams, Commissioner  
Kevin Kugler, Commissioner  
Pearlette Ramos, Commissioner  
Kristopher Ortega, Commissioner

COMMISSIONERS Absent

Russell Van Leuven, Commissioner - excused

CITY STAFF PRESENT

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

**PL-15-0215: Zoning Ordinance Text Amendments**

This is a public hearing before the Planning Commission to review and solicit public input on a City initiated comprehensive text amendment to the Zoning Ordinance. The text amendments will provide greater flexibility in and streamline City review processes, enhance public notification requirements, update parking standards, adjust signage regulations, strengthen overall design requirements, and revise and update text. Staff Contact: Alison Rondone

Alison Rondone, Planner II, summarized the proposed Zoning Ordinance Text Amendments for the benefit of the new Commissioners. The last round of updates occurred in 2013 and focused primarily on meeting the goals and policies of the General Plan. Further revisions were needed to provide greater flexibility in City processes and to respond to emerging market trends. Among the more notable changes are the following: the radius for notifications will expand from 500 feet to 1,000 feet. HOAs that fall within that radius or would be affected by changes will also be notified. The City will now be responsible for notification mailings. R1-7 was created as a new urban mid-size zoning product to bridge the gap between R1-8 and R1-6. Single-family residential will now be allowed in Manufactured Home Districts, subject to specific design guidelines.

Ms. Rondone said parking standards have been refined and most parking maximums have been removed. The amount of parking lot landscaping required has been increased. Wireless facilities will be allowed on existing vertical elements in the public right-of-way. Standards for retention basins have been revised to encourage greater flexibility in

design. Discretionary approval by staff will be allowed by staff for anything up to a 25% deviation in sign standards. Acreage requirements for freeway pylon signs have been removed. Other revisions were made pertaining to aesthetics, wall articulations, and other design elements to improve the visual characteristics of the City.

Ms. Rondone noted that the Planning Commission reviewed the amendments in October. Changes were made and presented on December 17<sup>th</sup>. City Council reviewed the changes on January 4<sup>th</sup> and were supportive of the amendments as proposed. All public notification requirements were followed and updated as required. One letter of support was received from the development community, and one public comment on design standards was shared at the City Council meeting.

Ms. Rondone concluded by stating that the text amendments clean up and update the language of the Zoning Ordinance and provide clarity and overall benefit to the community by providing more streamlined and flexible processes. Staff recommends approval of the proposed changes as presented.

Commissioner Reams inquired about the City notification mailings and the cost. Ms. Rondone explained that the process would remain the same, but the City would save money by using postcards instead of letters, and could better assure the accuracy of the mailing list. The cost would vary by project and type of application. The average cost of mailings is about \$1,600 per year.

Commissioner Ramos inquired whether applicants would be charged for the mailings. Ms. Rondone explained that staff has explored two different methodologies, a project-specific charge and a blanket increase of fees, before deciding to absorb the cost in the City budget. Currently, applicants are responsible for the mailing costs.

Commissioner Ramos inquired whether the sign deviation change would bypass the Planning Commission, and requested an explanation of the intent of this change. Ms. Rondone said it would bypass the Commission. Smaller changes would be handled administratively, while deviations over 25% would go directly to City Council. Robert Gubser, Planning Manager, added that the intent is to add flexibility into the processes, and increase speed to market, which is important to developers. Commissioner Ramos expressed concern that this change could hinder the Planning Commission's ability to provide oversight, even if it does simplify the process.

Commissioner Ramos requested an explanation of language related to shade requirements in parking areas and landscaping along street frontages. Ms. Rondone said the majority of the changes are addressed in Section 12, regarding landscaping, walls and fences. Parking lot landscaping has the double benefit of providing shade and making the community aesthetically pleasing. Mr. Gubser added that the Landscape Ordinance was revised to allow trees in the right-of-way to be included in the overall count of the entire site, when previously they had been categorized separately. The City has the Street Tree Master Plan and a variety of Area Plans that address beautification in developments.

Chair Pineda invited a motion. Commissioner Solorio moved to recommend approval of Application PL-15-0215, Commissioner Reams seconded the motion.

ROLL CALL VOTE

|                                 |     |
|---------------------------------|-----|
| Olivia Pineda, Chair            | Aye |
| Gloria Solorio, Vice Chair      | Aye |
| Christopher Reams, Commissioner | Aye |
| Kevin Kugler, Commissioner      | Aye |
| Pearlette Ramos, Commissioner   | Aye |
| Kristopher Ortega, Commissioner | Aye |

The motion carried by a 6-0 vote.

**RESOLUTION NO. 3299-216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "CITY OF AVONDALE ZONING ORDINANCE, AMENDED AND RESTATED FEBRUARY 16, 2016."

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

SECTION 1. The document titled "City of Avondale Zoning Ordinance, Amended and Restated February 16, 2016," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

---

Kenneth N. Weise, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

CODE – ZONING ORDINANCE

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38106>

**ORDINANCE NO. 1602-216**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT KNOWN AS THE "CITY OF AVONDALE ZONING ORDINANCE, AMENDED AND RESTATED FEBRUARY 16, 2016."

**WHEREAS**, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning and Zoning Commission (the "Commission") and the Council of the City of Avondale (the "City Council") were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission held a public hearing regarding the subject matter of this Ordinance on January 21, 2016, after which the Commission recommended to the City Council that the amendments to the City of Avondale Zoning Ordinance (the "Zoning Ordinance") contemplated by this Ordinance be approved; and

**WHEREAS**, the City Council held an additional public hearing on this Ordinance on February 16, 2016.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 document known as the City of Avondale Zoning Ordinance, Amended and Restated February 16, 2016 (the "Amended Zoning Ordinance"), three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3299-216 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 3. The City of Avondale Zoning Ordinance is hereby replaced by the Amended Zoning Ordinance.

SECTION 4. Any person who fails to comply with any provision of the Amended Zoning Ordinance shall be subject to civil and criminal penalties as set forth in Section 102 of the Amended Zoning Ordinance. Civil penalties shall not exceed \$1,000.00. Criminal penalties shall constitute a class one misdemeanor, punishable by a fine not to exceed \$2,500.00 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Amended Zoning Ordinance adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, February 16, 2016.

---

Kenneth N. Weise, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



## CITY COUNCIL AGENDA

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**SUBJECT:**

Memorandum of Understanding - Avondale  
Police Association

**MEETING DATE:**

2/16/2016

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

Staff requests that City Council approve a Memorandum of Understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2016-2017 and 2017-2018 and that the Council authorize execution of the appropriate documents.

**BACKGROUND:**

The Avondale Police Association (AvPA) submitted their request to meet and confer in accordance with Avondale City Ordinance 1323-808. The City Manager reviewed their request and found it to be in compliance with the requirements of the ordinance. Representatives of the AvPA and management met and conferred on a revised Memorandum of Understanding beginning on November 4, 2015 and concluded February 3, 2016.

**DISCUSSION:**

The existing MOU was reincorporated into this new agreement with the following changes or additions:

Section 4.1 - Base Rates of Pay establishes base rate of pay for the unit members and placement of new and promoted employees in the step plan upon successful completion of their probationary period. Retention of Police Officers in their first 5 years of service continues to be a significant concern. Remaining competitive with the market wage rates in the region was an area of strong interest to both management and AvPA.

For FY 2016-17, Police Officers will receive a market adjustment of 3.5% plus a one step increase (2.5%) for a total of a 6% increase in wages. Sergeants will receive a two step increase for a total of a 5% increase in wages. In addition, to ensure separation between the top of the new Police Officer step plan and the bottom of the Sergeant step plan, the lowest two steps of the Sergeant's step plan will be removed.

For FY 2017-18, Police Officers will receive a market adjustment of 2.5% plus a one step increase (2.5%) for a total of a 5% increase in wages. Sergeants will receive a two step increase for a total of a 5% increase in wages.

Section 4.1 Base Rate of Pay was also modified to clarify the placement on the step plan upon promotion to sergeant. Sergeants will be placed at Step 1 upon promotion and Step 2 upon completion of probation.

Section 4.3 Compensatory Time Off was modified to increase the maximum accrual rate of comp time from 105 to 150 hours. This represents an increase in overtime worked which can be taken as comp time from 70 to 100 hours.

Section 4.5 Uniform and Ballistic Vest Allotments was modified to incorporate the existing uniform allowance which is currently in administrative policy into the MOU. It also was modified to allow an option for reimbursement of uniform expenses in lieu of an annual uniform check. In addition, the ballistic vest allowance was increased from \$690 to \$1,200. The ballistic vest allowance is received every five years.

Section 4.8 On Call Definition was modified to clarify that time spent by the unit member on standby for the court is eligible for on call pay.

Section 7.4 Deferred Compensation is a new section which establishes a deferred compensation benefit for unit members. The City will match employee contributions to a 457 Defined Contribution Plan up to a maximum of \$20 per pay period.

Section 7.5 Light Duty for Non-Job Related Injuries and Illnesses is a new section which states that management will endeavor to establish a Light Duty policy through administrative policy which will benefit all city employees.

**BUDGET IMPACT:**

The City Manager will include the 2016-17 costs in the proposed submittal to Council as part of the budget process.

- For FY 2016-17, the additional \$346,455 in wage increases represents 5.1 %.
- For FY 2017-18, the additional \$360,568 in wage increases represents 4.85 %.

The following is a summary of estimated increased costs from MOU provisions:

| ITEM                      | FY 2016-17 | FY 2017-18 |
|---------------------------|------------|------------|
| Wages                     | 346,445    | 360,568    |
| Benefits                  | 102,155    | 112,782    |
| Overtime                  | 27,982     | 29,123     |
| Ballistic Vest Allowances | 10,400     | 10,400     |
| Deferred Compensation     | 55,640     | 55,640     |
| TOTAL                     | 542,622    | 568,513    |

**RECOMMENDATION:**

Staff recommends that the City Council approve a Memorandum of Understanding between the City of Avondale and the Avondale Police Association for Fiscal Years 2016-2017 and 2017-2018 and authorize the Mayor or City Manager to execute the appropriate documents.

**ATTACHMENTS:**

Description

[MOU - Avondale Police Association](#)

[AvPA Ratification of MOU](#)

# **MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2016 THROUGH JUNE 30, 2018**

**CITY OF AVONDALE**

**AND**

**AVONDALE POLICE OFFICERS ASSOCIATION**

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## **PREAMBLE**

This Memorandum of Understanding is entered into between the City of Avondale and the Avondale Police Association.

**WHEREAS:** The parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding (MOU) the full and entire understanding of the parties mutual agreement concerning wages, hours, benefits, (excluding healthcare), and such other items mutually agreed upon by the employee organization and the City Manager as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

**WHEREAS:** The parties hereby acknowledge that the provisions of MOU are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statutes of the State of Arizona, code or ordinance of Avondale; and

**WHEREAS:** The purpose of this MOU is to promote and ensure harmonious relations, cooperation and understanding between Avondale and the Employee Organization.

**NOW THEREFORE,** Avondale and the employee organization, having reached this complete agreement, concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this MOU to the Mayor and the City Council of Avondale with their joint recommendation that the body adopts its terms.

**ARTICLE 1**  
**RIGHTS OF THE EMPLOYEE ORGANIZATION**

Section 1.1 Recognition

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Avondale Police Association (“Employee Organization” or “Association”) as the official and exclusive representative for the purpose of “Meet and Confer” for all employees who are represented by the Avondale Police Association as described below:

Police Employee Group - All full-time sworn regular, non-probationary, City Police Officers, and all classifications up to and including the rank of Sergeant will be referred to as unit members.

Police Officer unit member - A member of the Association who has the rank of police officer.

Sergeant unit member - A member of the Association who has the rank of Sergeant.

- B. All personnel acting as official city or employee group representative during any process set forth in this division must have completed the FMCS “Interest Based Problem Solving” training program. (Ord. No. 1323-808, 2, 8-18-08)
- C. The Association agrees that they will represent all employees, without discrimination based on membership or non-membership in the Association, in dealings with the City regarding this MOU.
- D. The Association agrees that they will individually and collectively perform loyal and efficient work for the City and service to the public; and, that they will cooperate in the promoting and advancing the welfare of the City and the protection of its service to the public at all times.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance 1323-808 and this MOU for the term of the MOU.
- B. All employees will have the right to have the Association serve as their “Meet and Confer” representative as set forth in Ordinance 1323-808, without discrimination based on membership or non-membership in the Association. Whether the employee becomes a member or not, items subject to negotiation are expressly excluded from consideration outside of the process.

- C. Grievances of policies not related to issues within the scope of negotiable items outlined in the Ordinance shall be pursued as prescribed in the City of Avondale Policies and Procedures Manual, Chapter 19, Sections A through D.2.
- D. Represented Employees are entitled to rights as defined in A.R.S. Title 38, Chapter 8, Article 1.

### Section 1.3 Membership Dues Deduction

- A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this MOU to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.
- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend Employee Organization payroll deductions by written authorization at any time during the term of the MOU. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.
- D. If a court of competent jurisdiction concludes that the Employee Organization's indemnification is invalid for any reason in reference to association dues deduction any action pursuant to this Section, the Employee Organization agrees to pay the City's defense costs and any judgment resulting from said action.

### Section 1.4 Distribution of Association Information

- A. The Association is granted the following specific rights:
  - a. Distribution of Association Material: The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City grants the Association permission to use City provided mail boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

- b. The City will furnish to the Association, through a written request from AvPA president on letterhead, a listing of Association members on payroll deduction in July and January during the term of this agreement indicating name, mailing address and job assignment. The Association further agrees to use this list solely for the purpose of communicating with employees and will not share this information.
  - c. The City agrees that sworn representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the Chief or designee. Such visitation shall be for the reasons of the administration of this agreement, disseminating information or providing information the new recruits during an orientation or post academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees and that officer representatives performing these activities shall be on non-work status.
- B. The City will distribute Association produced and provided material to new hires at the time they report to the Human Resources Department to execute final hiring documents. The City assumes no responsibility or liability for the availability or content of said material. The City shall not distribute material that contains content in violation of any City ordinance or policy.
- C. The City shall provide the Association with space for bulletin boards up 3' by 2' (width by height) for the exclusive use of Association in mutually agreeable locations within the Avondale Police Department facilities (excluding the Advocacy Center). Authorized Association representatives shall have the sole and exclusive right to post any notice of Association activities and matters of Association business on these bulletin boards which is not in violation of any City ordinance, policy. The City retains the exclusive right to relocate these bulletin boards or remove these bulletin boards if they are abused or misused upon notice.

## **ARTICLE 2 MANAGEMENT RIGHTS**

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this MOU for the term of the MOU. Nothing in this MOU can contradict or abrogate any City Ordinance, state or federal law. The provisions in the Ordinance dealing with management rights are reincorporated fully herein by reference.

**ARTICLE 3**  
**PROHIBITION OF STRIKES AND WORK INTERRUPTIONS**

Strikes, lock outs and related employment actions as defined in Ordinance 1323-808 are prohibited and shall be subject to discipline as specified in the Ordinance.

**ARTICLE 4**  
**EMPLOYEE COMPENSATION AND HOURS OF WORK**

Section 4.1 Base Rates of Pay

- A. For purposes of this MOU, the term “base rate of pay” means a unit member’s hourly rate of compensation, excluding extra lump sum compensation or increases in the rate of pay, such as but not limited to specialty pay, shift differential and overtime. “Performance rating” means the overall results of a unit member’s annual performance evaluation. An overall satisfactory rating means the employee receives a “Meets Standards”.
- B. For Fiscal Year 2016-2017, unit members at the rank of Police Officer will receive a market adjustment (3.5%) and a one-step (1) increase (2.5%) (6% total) as shown in Attachment A; effective the first pay period of the new fiscal year. Unit members at the rank of Sergeant will receive a two-step (2) (5% total) merit increase effective the first pay period of the new fiscal year as shown in Attachment A. Step increases for all unit members are subject to the requirement of a performance rating of satisfactory (“meets standards”) and also require that funding is available and authorized by the Avondale City Council. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- C. For Fiscal Year 2017-2018, unit members at the rank of Police Officer will receive a market adjustment (2.5%) and a one-step (1) increase (2.5%) (5% total) as shown in Attachment B; effective the first pay period of the fiscal year. Unit members at the rank of Sergeant will receive a two-step (2) (5% total) merit increase effective the first pay period of the new fiscal year as shown in Attachment B. Step increases for all unit members are subject to the requirement of a performance rating of satisfactory (“meets standards”) and also require that funding is available and authorized by the Avondale City Council. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- D. Upon successful completion of original probationary period Police Trainees will be placed in step-one (1) of this pay plan effective the first full pay period following the completion of original probation.
- E. Lateral unrepresented probationary hires that are on original probation will be placed in the nearest step of the Hourly Wage Scale without loss in accordance with their negotiated base rate of pay at the time of hire. Upon successful completion of their

original probationary period the employee will receive a step increase pursuant to Sections 4.1 A and 4.1 B on the first pay period following completion of probation.

- F. When represented employees (unit members) are promoted to the rank of sergeant, they will be placed in step one (1) of the sergeant pay range. Upon successful completion of probation said employee will move to step two of the sergeant pay range effective on the first pay period following completion of probation.
- G. While the Avondale Police Association (AvPA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member's years of service.
- H. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members with in the base wage rate plan.

#### Section 4.2 Specialty Pay

Unit members are, when assigned to a special duty as described below, compensated for specialty pays based on the certification of special skills as follows:

##### A. Field Training Officer Pay

- a) Police officers and a coordinating Sergeant, assigned, by and at the sole discretion of the Police Chief or designee, to fulfill the duties of a full time field training officer ("FTO"), shall receive FTO pay in the amount of 5% of their eligible wages for the term of the assignment once they have successfully completed the National Association of Field Training Officer's ("NAFTO") certification course or other appropriate training. FTO's on administrative leave and/or medical leave in excess of eighty (80) hours shall not receive the FTO pay until they are approved to return to full-duty status and resume the duties of FTO. The mere possession of specialty knowledge or required certifications does not result in FTO specialty pay.
- b) Qualified officers assigned by the Police Chief or designee to a FTO assignment on a temporary basis shall receive 5% of their eligible wages as FTO Specialty Pay for the whole pay period(s) when actually performing said FTO duties.

##### B. Sergeant Supervising Field Training Officer Pay

Police Sergeants that supervise a field training officer (FTO) shall receive FTO supervisory pay in the amount of 3% of their eligible wages for the whole pay period.

This specialty pay is only applicable for that pay period(s) the FTO is training an Officer in Training (OIT) and is under the supervision of the Sergeant.

C. Detective Pay

Police officers and Sergeants assigned by the Police Chief to fulfill the duties of detective shall receive detective pay in the amount of 5% of their eligible wages for the term of the assignment. Detective pay begins as soon as they begin performing in the position. Detectives on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the detective pay until they are approved to return to full-duty status and resume the duties of detective.

D. Internal Affairs Investigator Pay

Sergeants assigned by the Police Chief to fulfill the duties of internal affairs investigator, shall receive Internal Affairs Investigator pay in the amount of 5% of their eligible wages for the term of the assignment. Internal affairs investigator pay begins as soon as they begin performing in the position. Sergeants on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the internal affairs investigator pay until they are approved to return to full-duty status and resume the duties of Internal Affairs Investigator.

E. Motor Pay

Police officers and sergeants, assigned by the Police Chief to fulfill the duties on motor patrol, shall receive motor pay in the amount of 5% of their eligible wages for the term of the assignment. Motor pay begins as soon as they begin performing in the position. Police officers on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the motor pay until they are approved to return to full-duty status and resume the duties of motor patrol.

F. Canine Handler Stipend

Police officers assigned by the Police Chief to fulfill the duties of Canine Handler, shall receive a canine handler stipend in the amount of \$175 per month for the term of the assignment. The canine handler stipend begins as soon as they begin performing in the position. Police officers on administrative leave and or/on medical leave in excess of eighty (80) hours shall not receive the canine handler stipend until they are approved to return to full-duty status and resume the duties of canine handler.

Section 4.3 Compensatory Time Off

A. Relationship to Overtime:

- a. Consistent with Federal, State and the City of Avondale's Policy and Procedures Manual, when overtime compensation is authorized and performed, it shall be compensated at the rate of one and one-half (1.5) the amount of his/her hourly

rate for hours worked in excess of forty (40) hours within the designated work week.

- b. In lieu of monetary payment at the overtime pay rate set forth in the City of Avondale's Policy and Procedures Manual, non-exempt unit members may elect to take compensatory time off ("comp time") for overtime hours worked, with the approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) of comp time for every one hour of overtime worked by the unit member.

B. Accrual Limits:

- a. The maximum number of comp time hours that any unit member will be permitted to accrue is 150 hours (100 hours of actual overtime worked). The use of comp time by the unit member shall be scheduled in accordance with department guidelines and procedures. A unit member shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not cause an undue hardship on the operation of City services.

C. Pay out:

- a. The City reserves the right to pay out compensatory time balances to the unit member at any time.
- b. All compensatory time that is not used and remains on the books at the close of the fiscal year will be paid out to the unit member.
- c. Upon separation from City Employment, unit members with a compensatory time balance will be paid at their current regular rate of pay. A unit member who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.

Section 4.4 Compensation for Holidays Worked

- A. Sworn Police Officers and Sergeants will receive eight (8) hours of compensation for each for the following holidays as they occur in the calendar year, as well as one personal day in the fiscal year, on a date to be scheduled by the unit member, subject to prior approval of the supervisor, pursuant to Avondale Police Department policy. Unused personal days or holidays will not be paid out at the end of the fiscal year or termination of employment and shall not be carried over into a new fiscal year. A personal day (8 hours) will be given to the unit member on July 1 of each fiscal year. New hires will receive a personal day upon their hire.

|  |
|--|
| <b>Sworn Police Officers and Sergeants</b> |
| <b>Holiday</b>                             |
| Independence Day                           |
| Labor Day                                  |
| Veteran's Day                              |
| Thanksgiving                               |
| Day After Thanksgiving                     |
| Christmas Day                              |
| New Year's Day                             |
| Martin Luther King Day                     |
| President's Day                            |
| Memorial Day                               |
| <b>Personal Day</b>                        |

- B. These holiday hours will NOT count as hours worked for the purpose of overtime compensation or service under the Family Medical Leave Act. Unit members who are required to work on designated holidays shall be given, in addition to regular salary, Holiday Differential Pay equal to one-half (1/2) of their regular straight-time hourly rate for hours worked on designated holidays.
- C. Overtime Compensation: Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments or FMLA service hours.

Example 1: Unit member works 14 hours on the holiday (Wednesday\*) and works three (3) other days in the week.

| Time         | Total | M  | T  | W* | TH | F | S | SU |
|--------------|-------|----|----|----|----|---|---|----|
| Hours Worked | 46    | 10 | 11 | 14 | 11 |   |   |    |

**End Result:**  
 Hours Worked: 46  
 Holiday Compensation at straight rate: 8  
 Regular Hours at straight time: 40  
 Overtime at 1.5: 6  
 Holiday Differential at 0.5: 14

Example 2: Unit member works 14 hours on holiday (Wednesday\*) and calls in sick on Monday for the entire shift of 10 hours.

| Time         | Total | M  | T  | W* | TH | F | S | SU |
|--------------|-------|----|----|----|----|---|---|----|
| Hours Worked | 36    |    | 11 | 14 | 11 |   |   |    |
| Sick         | 10    | 10 |    |    |    |   |   |    |

|       |  |  |  |  |  |  |  |  |
|-------|--|--|--|--|--|--|--|--|
| Leave |  |  |  |  |  |  |  |  |
|-------|--|--|--|--|--|--|--|--|

**End Result:**

|  |    |
|--|----|
| Hours Worked:                          | 36 |
| Holiday Compensation at straight rate: | 8  |
| Sick Leave at straight rate:           | 10 |
| Regular Hours at straight time:        | 54 |
| Overtime at 1.5:                       | 0  |
| Holiday Differential at 0.5:           | 14 |

Section 4.5 Uniform and Ballistic Vest Allotments

- A. Unit members, if eligible, shall receive an annual gross allotment not to exceed one thousand five hundred dollars (\$1,500) for the purchase of uniform items. Unit members shall receive a uniform check minus required tax deductions during the month of December. Members may annually elect to be reimbursed up to \$1,500 for items purchased rather than receiving the allotment directly by notifying the Police Chief or designee. Members who do not elect to be reimbursed by June 1 shall receive the funds in the form of a uniform check as listed above. Members who elect to be reimbursed for purchases may begin submitting requests for reimbursement July 1 and continue throughout the year. Once the receipt is turned in, approval and reimbursements will generally occur within thirty (30) days. Items considered reimbursable include any and all clothing or uniform items that relate to regular duties, including regular uniform attire, range attire, accessories, equipment, weapons, plain clothes, protective gear and electronics. Items that are reimbursed are not subject to being turned in upon separation. Some unit members may not receive a uniform allowance or may receive a pro-rated allotment during the month of December, depending on their hire date or their academy start date, whichever is later. The uniform allotment is intended to cover a 12-month time period and will be pro-rated to ensure that the unit member receives an amount to cover such time period.
- B. Unit members shall be eligible for a gross allotment not to exceed one thousand two hundred dollars (\$1,200) for the purchase of approved protective ballistic vests, carriers and/or carrier systems. Vests shall be purchased pursuant to Police Department procedures and guidelines.
- C. Should a unit member purchase an approved ballistic vest, carriers and/or carrier systems through vendors that are not participating on the voucher system, the unit member must pay the entire amount of the vests, carriers and/or carrier systems. Once the vests, carriers and/or carrier systems are purchased the unit member may submit a receipt to the budget manager of the police department for reimbursement of the amount paid not to exceed \$1,200.
- D. The City makes no representation or warranty regarding the tax treatment or consequences of the payment under this section of this MOU. The Unit member will be

solely responsible for the payment of all taxes of whatever kind that may be due or payable in connection with the payment under this section of this MOU.

#### Section 4.6 Market Salary Survey

During September prior to the end of the contract year, the City will conduct a market survey of the compensation offered by bench mark Police Agencies for the classifications of Police Officer and Police Sergeant. The bench mark Police Agencies are: Surprise, Goodyear, Buckeye, Glendale, Peoria, El Mirage, Gilbert, Chandler, Paradise Valley, and Tempe. The survey shall serve as information to discuss the compensation of the represented employee group. Any discussions regarding the adjustment of compensation to the represented employee group shall be subject to the overall financial condition of the City as determined by the City Manager.

#### Section 4.7 Work Week

Workweek shall be defined as seven consecutive 24-hour periods beginning at 12:01 am on Monday and ending at 12:00 midnight the following Sunday.

#### Section 4.8 On Call Status/Call Back

The Chief of Police may make non-exempt positions eligible for on-call compensation when the unit member is required to be on-call. The unit member must be accessible and available for work upon being contacted via telephone, cell phone, or pager (beeper). The unit member must be available to report to work within a reasonable time after being contacted by the City, if needed. The unit member must also be in a physical condition that allows him/her to resume duty.

##### A. Definitions

**“On-call”** means when an off-duty unit member must remain available to be called back to work on short notice if the need arises. A unit member is considered to be on-call only when assigned by the City or when subject to a request or demand for a court appearance by subpoena or through notification by an attorney representing the City or the State. On-call pay for standby shall only be compensated during court business hours on the day(s) of court appearance(s).

**“On-call pay”** means the additional compensation awarded to unit members who are required to remain on-call during off-duty hours.

**“On-call status”** means the state of an off-duty unit member required to remain on-call. A unit member is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.

**“On-call time”** means the periods of time when a unit member is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a

specified period of time, resulting in the unit member being unable to effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.

**“Callback”** means when a unit member has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:

- Avoid significant service disruption.
- Avoid placing unit members or the public in unsafe situations.
- Protect and/or provide emergency services to people, property and/or equipment.
- Respond to emergencies.

#### B. On-call/Callback Compensation

- a. *On-call Pay Rate:* A unit member assigned to on-call status will be compensated at the rate of two dollars per hour (\$2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call unit member’s scheduled workday and continue until resuming work the following workday.
- b. *Callback Pay Rate:* When an on-call unit member is called back to work after completing the regular work schedule and leaving the premises, the unit member shall be paid for time actually worked upon return or a minimum of three (3) hours at their regular hourly or base rate, whichever is greater.
- c. *Callback Pay Prior to Shift Start:* When required start time due to Callback is less than three hours before regular work time hours, employees will only be compensated from required start time to the member’s regularly scheduled start time.
- d. *On-call Status Hours Not Included in Overtime Compensation Calculation:* On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.
- e. *On-call Pay Exclusions:* Unit members will not receive on-call pay when they are:
  - On vacation leave
  - On sick leave
  - On administrative leave
  - Receiving short-term disability benefits
  - Receiving worker’s compensation benefits
  - On bereavement leave
  - On an approved leave of absence

- Not available to work
- Restricted to light duty
- Restricted from performing work activities

Unless explicitly assigned to be in on-call status, an employee will not be provided on-call pay.

#### C. On-Call Duty Requirements

- a. Unit members serving on-call status must adhere to all of the following requirements:
  - Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.
  - When notified, respond and arrive at work within one (1) hour or less.
  - Arrive fully capable of performing the function of the job.
  - All requirements of City of Avondale Police Department policies.
- b. If a unit member does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the “on-call” time period.
- c. Each unit member will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.
- d. A unit member who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.

## **ARTICLE 5 CHIEF OF POLICE INTERNAL AFFAIRS POLICY COMMITTEE**

All Complaints relating to alleged performance issues or misconduct will be accepted and thoroughly investigated by the Avondale Police Department. Any discipline levied shall not be done without just cause. The Complaint and Disciplinary Process agreed upon is referenced within Avondale Police Department General Order 41-1 and 41-2, and the City’s Human Resources Policies.

#### Section 5.1 Policy:

A Chief of Police Internal Affairs (IA) Policy (General Orders GO-41-1, and 41-2) Committee shall be formed to guide the implementation of the new IA policy or changes in federal, state, or local law, to provide input on any changes under consideration to the IA policy, and for unit members to provide feedback on the practical application of the IA policy. The IA committee serves as an advisory group to the Chief of Police concerning IA policy matters. The staff

committee is not an arm of the City Council, nor a public body or committee created by the City Council. The committee shall be appointed by the Chief, its general membership denoted below, and shall not report to the City Council. The method by which the IA Policy committee is formed and functions is outlined below.

#### Section 5.2 Chief of Police IA Committee

- A. The Chief's IA committee shall be comprised of a minimum of six to the maximum of ten unit members. The following positions are to be included as standing members of the IA Committee;
- Chief of Police (Chairperson of Committee)
  - Department Management and staff professionals, as determined by the Chief
  - Recognized Employee Organization leadership, as determined by the Recognized Employee Organization
  - Recognized Employee Organization Police Officer, as determined by the Recognized Employee Organization
  - HR Director or appointee
- B. The Chief shall contact the Recognized Employee Organization President asking for recommendations of employees that may want to serve in the three positions from the Recognized Employee Organization. If, after the e-mail to the Recognized Employee Organization President, there are not enough employees on the committee, the Chief of Police will send an email to all unit members asking for volunteers. Volunteers must notify their supervisors of their participation on the IA committee.
- C. The IA committee shall hold a minimum of two meetings per fiscal year, to address IA committee concerns, issues and/or business. Each IA committee member will be responsible for generating ideas, reviewing issues, providing input, and may be assigned specific research tasks. Participation on the IA committee is voluntary. The Chief of Police through the City Manager maintains final decision making authority regarding any policy decisions addressed by the IA committee.

## **ARTICLE 6 RETIREMENT BENEFITS**

Retirement benefits for the employees shall continue to be provided by enrollment in the Arizona Public Safety Personnel Retirement System. Deductions shall be made from each paycheck in accordance with the laws and the City shall contribute the amount required by law.

## **ARTICLE 7 BENEFITS**

### Section 7.1 Sick Leave

Sick leave is defined in the City's Personnel Policies. For purposes of sick leave, "immediate family" shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

### Section 7.2 Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. For purposes of bereavement leave, "immediate family" shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

### Section 7.3 Existing Benefits

Health Care Benefits are excluded by the Ordinance 1323-808 from negotiations. However, such benefits will be provided to Police Officers identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

### Section 7.4 Deferred Compensation

The City will contribute an amount of \$20.00 per pay period to each employee's 457 Defined Contribution plan. In order to receive a \$20.00 per pay period contribution from the City, the employee is required to make a minimum of \$20.00 per pay period contribution to the plan.

### Section 7.5 Light Duty for Non-Job Related Injuries and Illnesses

The City recognizes the demands and rigors of police work and the subsequent need for officers to maintain fitness in order to meet those demands as outlined in their job description. The City will endeavor to establish an Administrative Policy for light duty for non-job related injuries and illnesses.

## **ARTICLE 8 FISCAL CRISIS**

- A. In the event that during the term of this MOU the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in

a fiscal crisis, this MOU may be reopened at the direction of City Council or City Manager.

- B. If the City Manager or Council determines that a mid-year reduction in force, reduction in pay, or benefits affecting Police Employee Organization Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Organization Group. Such notice shall include the reasons for the reopening, the estimated amount of the budget shortfall, proposed specific budget impacts, curtailed police services, and possible reductions as proposed by the Police Chief that must be addressed to ensure a balanced budget.
- C. The City and Employee Organization shall follow the Meet and Confer process for a period of no more than 12 business days in an effort to reach accord on how best to address their recommendation for reductions impacting the police represented unit members. Should an accord be reached, the City Manager shall include them in a recommendation to the Council regarding the proposed mid-year reduction in force, pay, or benefits. If an accord cannot be reached, the Employee Organization may waive the right to arbitration, at which time the City Manager may take any actions legally permitted under state law, the City Charter, and/or ordinances.

## **ARTICLE 9 TERM AND EFFECT**

### Section 9.1 Term

- A. This Memorandum MOU shall become effective July 1, 2016 and remain in full force and effect until June 30, 2018, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.
  
- B. In the event of a specific conflict between (1) the City of Avondale Policy and Procedures Manual, administrative directives, departmental rules and regulations, or work place practices and (2) a memorandum of understanding that results from the process established by this division, the memorandum of understanding will prevail. (Ordinance 2-65 (c)).

### Section 9.2 Reopener Clause

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may specific article(s) within the agreement be reopened, with the exception of the conditions outlined in Article 4, Section 4.1 Base rate of Pay and Article 7 Fiscal Crisis.

## **ARTICLE 10 MISCELLANEOUS**

### Section 10.1 Copies of the Memorandum

The employee Organization shall post a copy of this MOU on their association website so that it is distributed to all represented unit members at no cost to the City. The City agrees to post a copy of this MOU on the City Intranet.

### Section 10.2 Public Records

Public Records requests must be processed through the City of Avondale City Clerk's Office. To obtain copies of a public record, a Request for Public Document form must be completed through the City Clerk. The City Clerk strives to process all requests within 72 hours; however, depending upon the nature of the request it may take additional time to produce the requested documents. All public records require the authorization of the City Attorney prior to release.

### Section 10.3 Saving Clause

In the event that any of the terms or provisions of this Memorandum are declared invalid or unenforceable by any Court of competent jurisdiction or any federal or state government agency

having jurisdiction over the subject matter of this Memorandum, the remaining terms and provisions will not be affected.

#### Section 10.4 Memorandum Renewal Clause

In the event that neither party to this Memorandum reopens this agreement for discussion in accordance with the City's Meet and Confer policy this agreement will automatically renew for an additional twelve months.

#### Section 10.5 Grievance Procedure for Alleged MOU Breach

- A. Before initiating the appeal process, a unit member, through and represented by the Association, will within 14 calendar days of the date of the event or knowledge of the event, shall first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within fourteen (14) calendar days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be timely submitted and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after fourteen (14) calendar days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Police Chief. The Police Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Police Chief or his designee will have fourteen (14) calendar days to render a decision. If the alleged breach is not resolved with the Police Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the AvPA may jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within fourteen (14) calendar days following the conclusion of the mediation process or within fourteen (14) calendar days of receipt of the facts if a mediator is not jointly requested. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF AVONDALE

By:

AVONDALE POLICE ASSOCIATION

By:

\_\_\_\_\_  
David Fitzhugh, City Manager

\_\_\_\_\_  
Matthew O'Halloran, AvPA President

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

# Attachment A

## Hourly Base Rate of Pay 2016-2017

| <b>Police Officer Pay Scale</b> |                           |                                  |
|---------------------------------|---------------------------|----------------------------------|
| <b>Step<sup>1</sup></b>         | <b>Previous Base Rate</b> | <b>New Base Rate<sup>2</sup></b> |
| 1                               | 25.39                     | 26.28                            |
| 2                               | 26.02                     | 26.93                            |
| 3                               | 26.67                     | 27.60                            |
| 4                               | 27.34                     | 28.30                            |
| 5                               | 28.02                     | 29.00                            |
| 6                               | 28.72                     | 29.73                            |
| 7                               | 29.44                     | 30.47                            |
| 8                               | 30.18                     | 31.24                            |
| 9                               | 30.93                     | 32.01                            |
| 10                              | 31.70                     | 32.81                            |
| 11                              | 32.49                     | 33.63                            |
| 12                              | 33.30                     | 34.47                            |
| 13                              | 34.13                     | 35.32                            |
| 14                              | 34.98                     | 36.20                            |
| 15                              | 35.85                     | 37.10                            |
| 16                              | 36.75                     | 38.04                            |

| <b>Sergeant Pay Scale</b>       |                           |                             |                      |
|---------------------------------|---------------------------|-----------------------------|----------------------|
| <b>Current Step<sup>1</sup></b> | <b>Previous Base Rate</b> | <b>New Step<sup>1</sup></b> | <b>New Base Rate</b> |
| 1                               | \$37.35                   |                             |                      |
| 2                               | \$38.28                   |                             |                      |
| 3                               | \$39.24                   | 1                           | 39.24                |
| 4                               | \$40.22                   | 2                           | 40.22                |
| 5                               | \$41.23                   | 3                           | 41.23                |
| 6                               | \$42.26                   | 4                           | 42.26                |
| 7                               | \$43.32                   | 5                           | 43.32                |
| 8                               | \$44.40                   | 6                           | 44.40                |
| 9                               | \$45.51                   | 7                           | 45.51                |
| 10                              | \$46.65                   | 8                           | 46.65                |
| 11                              | \$47.82                   | 9                           | 47.82                |
| 12                              | \$49.02                   | 10                          | 49.02                |

Notes:

- 1) Each step represents 2 ½%
- 2) New base rate for police officers represents an increase of approximately 3.5%.

## Attachment B

### Hourly Base Rate of Pay Fiscal Year 2017-18

| <b>Police Officer Pay Scale</b> |                           |                                  |
|---------------------------------|---------------------------|----------------------------------|
| <b>Step<sup>4</sup></b>         | <b>Previous Base Rate</b> | <b>New Base Rate<sup>5</sup></b> |
| 1                               | 26.28                     | 26.93                            |
| 2                               | 26.93                     | 27.60                            |
| 3                               | 27.60                     | 28.30                            |
| 4                               | 28.30                     | 29.00                            |
| 5                               | 29.00                     | 29.73                            |
| 6                               | 29.73                     | 30.47                            |
| 7                               | 30.47                     | 31.24                            |
| 8                               | 31.24                     | 32.01                            |
| 9                               | 32.01                     | 32.81                            |
| 10                              | 32.81                     | 33.63                            |
| 11                              | 33.63                     | 34.47                            |
| 12                              | 34.47                     | 35.32                            |
| 13                              | 35.32                     | 36.20                            |
| 14                              | 36.20                     | 37.10                            |
| 15                              | 37.10                     | 38.04                            |
| 16                              | 38.04                     | 38.99                            |

| <b>Sergeant Base Rate of Pay</b> |                  |
|----------------------------------|------------------|
| <b>Step<sup>4</sup></b>          | <b>Base Rate</b> |
| 1                                | 39.24            |
| 2                                | 40.22            |
| 3                                | 41.23            |
| 4                                | 42.26            |
| 5                                | 43.32            |
| 6                                | 44.40            |
| 7                                | 45.51            |
| 8                                | 46.65            |
| 9                                | 47.82            |
| 10                               | 49.02            |

Notes:

4) Each step represents 2 ½%

5) New Base rate for police officers represents an increase of approximately 2.5%.



# Avondale Police Association

P.O. Box 1658 Avondale, AZ 85323

February 8, 2016

Board of Directors

**President**

*Matt O'Halloran*

**Vice-President**

*David Jones*

**Secretary**

*Ryan Dodge*

**Treasurer**

*Michael McGhee*

**Trustees**

*Deborah Beard*

*Tony Fernandez*

*Tom Nix*

*Eric Spano*

*Russell Stewart*

*Nicholas Nocella*

*Paul Herrmann*

Mr. Fitzhugh,

Please be notified that as of February 8, 2016, the members of the Avondale Police Association have ratified the proposed 2016-2018 Memorandum of Understanding (MOU) that was negotiated between the City and Association. We are pleased at the city's cooperation in the process and support the MOU fully in its entirety.

We look forward to this MOU being presented to the Avondale City Council and it is our sincere hope that the Council finds this MOU agreeable and in the best interest of the City as well as the Association members.

On behalf of all members of the Avondale Police Association, I thank you, Mr. Artz, Ms. Montes-Ramos, the City's negotiation team and the Avondale City Council for their continued support of our sworn Officers and Sergeants. We are honored to serve this city and its citizens.

Sincerely,

Matthew O'Halloran

President, AvPA



## CITY COUNCIL AGENDA

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**SUBJECT:**

Memorandum of Understanding - Avondale  
Professional Firefighters Association

**MEETING DATE:**

2/16/2016

---

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

Staff requests that the City Council approve a Memorandum of Understanding (MOU) between the City of Avondale and the Avondale Professional Firefighters Association, International Association of Firefighters Local 3924 and authorize the Mayor or City Manager and City Clerk to execute the documents related to this agreement.

**BACKGROUND:**

The Avondale Professional Firefighters Association (APFA) representatives submitted a request to meet and confer in accordance with Avondale City Ordinance 1323-808. The City Manager reviewed their request and found it to be in compliance with the requirements of the ordinance. Representatives of the APFA and management met and conferred on a revised Memorandum of Understanding beginning on November 4, 2015 and concluded February 3, 2016.

**DISCUSSION:**

The existing MOU was reincorporated into this new agreement with the following changes or additions:

Section 4.1 Base Rate of Pay was modified to increase the wage plan by 1%, and represented employees will be eligible for a one step increase (4%) for a total of 5% in both Fiscal Years 2016-17 and 2017-18.

Section 4.3 Specialty Pay was modified to increase Paramedic pay from \$2.20 to \$2.40 per hour.

Section 4.5 Fixed Merit Award was modified to provide payments twice in the fiscal year (in July and December). The amount was not modified. This amount is provided to unit members who have reached the maximum step in the wage plan.

Section 4.8 Call-Back was modified to add administrative purposes as eligible for call-back pay. This clarifies that should a unit member be required to return to work outside of that employee's regular schedule, the member is eligible for call-back pay.

Section 8.4 Vacation Accruals was modified to add language that should the overall vacation accrual rates in City policy be increased prior to July 2, 2016, those increases would apply to represented members and converted to the 56-hour schedule, as appropriate.

Section 8.6 Vacation Leave Payout was modified to remove the limit on vacation leave payout upon separation from the City.

Section 8.8 Post-Retirement Health Plan (PEHP) is a new section which creates a mechanism for unit members to deposit pre-tax funds into an account to be used toward health care costs after retirement. The plan will be funded solely with eligible unit member contributions. The City will deposit 1.5% of the eligible member's gross salary per pay period into the plan. Participation in the plan will be mandatory for eligible unit members. In addition, a portion of accrued sick leave and the full amount of accrued vacation leave may also be transferred into the PEHP upon pre-retirement separation or retirement.

**BUDGET IMPACT:**

The following is the budget impact of the MOU modifications:

- For FY 2016-17, the additional \$294,231 in wage and specialty pay increases represents 4.97%.
- For FY 2017-18, the additional \$248,123 in wage and specialty pay increases represents 4.60%.

| Item          | FY 2016-17 | FY 2017-18 |
|---------------|------------|------------|
| Wages         | 179,891    | 172,106    |
| Benefits      | 37,390     | 35,777     |
| Overtime      | 41,650     | 40,240     |
| Paramedic Pay | 35,300     | 35,300     |
| TOTAL         | 294,231    | 248,123    |

**RECOMMENDATION:**

Staff recommends that the City Council approve a Memorandum of Understanding between the City of Avondale and the Avondale Professional Firefighters Association, International Association of Firefighters Local 3924, for Fiscal Years 2016-2017 and 2017-2018 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**ATTACHMENTS:**

**Description**

[Memorandum of Understanding - Avondale Professional Firefighters Association](#)

# **MEMORANDUM OF UNDERSTANDING**

**JULY 2016 THROUGH JUNE 2018**

**CITY OF AVONDALE**

**AND**

**AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**LOCAL 3924**

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## PREAMBLE

This Memorandum of Understanding is entered into between the City of Avondale ("City) and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 ("Association" or "Employee Organization").

WHEREAS: the parties, through their designated representatives met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding the full and entire understanding of the parties mutual agreement concerning wages and hours as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

WHEREAS: the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between Avondale and its employees; and

WHEREAS: the parties hereby acknowledge that the provisions of the Memorandum are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statues of the State of Arizona, code or ordinance of Avondale:

NOW THEREFORE, Avondale and the Employee Organization having reached this complete agreement concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this Memorandum to the Mayor and the City Council of Avondale with their joint recommendation that the body adopt its terms.

**ARTICLE 1**  
**RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION**

Section 1.1 Recognition & Employee Organization Rights

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Employee Organization as the official and exclusive representative for the purpose of "Meet and Confer" and with respect to wages and hours as defined by the Ordinance, for all employees who are represented by the Employee Organization as described below:

Fire Employee Group - All full-time sworn regular, non-probationary, City firefighters, and all classifications up to and including the rank of Captain will be referred to as unit members.

- B. Employee representatives will be released from duty with full pay to participate with the City Management Team with prior notification to their supervisor.
- C. Employee representatives who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for any purpose, including computing overtime and compensatory time.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the Memorandum.
- B. The Employee Organization shall represent all of the employees in the unit fairly and equally without regard to whether or not an employee is a member of the Employee Organization. An unrepresented employee can object to Union representation if he or she desires.

Section 1.3 Membership Dues Deductions

- A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this Memorandum of Understanding to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.

- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend union payroll deductions by written authorization at any time during the term of the Memorandum of Understanding. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.

**Article 2  
Management Rights**

Section 2.1 Management Rights

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this Memorandum for the term of the memorandum. The provisions in the Ordinance dealing with management rights are reincorporated fully here by reference.

**ARTICLE 3  
PROHIBITION OF STRIKES AND WORK INTERRUPTIONS**

Section 3.1 No Strike, No Lock-Out

Strikes, lock outs and related employment actions as defined in the Ordinance are prohibited and shall be subject to discipline as specified in the Ordinance.

**ARTICLE 4  
EMPLOYEE COMPENSATION & HOURS OF WORK**

Section 4.1 Base Rate of Pay

- A. The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. The tables in Attachment A and B list the hourly base rate of pay, excluding any specialty pay and stipends, for each step and for each of the positions covered by this agreement.
- B. Completing Original Probation, Promotional Placement and Progression through the Steps
  - a. Upon successful completion of original probationary period (their performance review Meets Standards) the unit member will receive a merit increase to step two on the first full pay period following the completion of original probation.

- b. Lateral unrepresented probationary hires that are on original probation as of July 1 of the new fiscal year will be placed in the plan in accordance with their negotiated base rate of pay at the time of hire. Upon successful completion of their original probationary period (their performance review Meets Standards) the employee will receive a one-step merit increase on the first pay period following completion of probation.
  - c. When represented members are promoted they will be placed in the nearest step in the new position without loss plus one step, if necessary, to receive a minimum of a 4% increase. Upon successful completion of probation, said employee will receive a one-step merit increase in accordance with the values of the step system table.
  - d. For Fiscal Year 2017 the wage plan represented in Attachment A, which has been adjusted by 1.0%. Represented employees will be eligible for a one-step merit increase effective in first pay period of the new fiscal year provided their performance rating is satisfactory (“meets standards”) and funding is available and authorized by the Avondale City Council.
  - e. For Fiscal Year 2018, the wage plan represented in Attachment B, which has been adjusted by 1.0%. Represented employees will be eligible for a one-step merit increase effective in first pay period of the new fiscal year provided their performance rating is satisfactory (“meets standards”) and funding is available and authorized by the Avondale City Council.
- C. While the Avondale Professional Firefighters Association (APFA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member’s years of service.
- D. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members with in the base wage rate plan.

Section 4.2 Regular Hourly Rate

A unit member’s base pay plus any specialty pay that may apply and is the rate used for the purpose of computing overtime and pension contributions as required by law.

Section 4.3 Specialty Pay

Unit members who are specially certified to perform special skills in their job, such as paramedic and technical rescue, are compensated as follows:

|                  |                 |
|------------------|-----------------|
| Paramedic        | \$2.40 per hour |
| Technical Rescue | \$1.00 per hour |

#### Section 4.4 Stipend

Bi-Lingual Level III Pay: \$230 per month paid over 26 pay periods (bi-weekly) except in a Leap Year

#### Section 4.5 Fixed Merit Award

If, during the term of this MOU, a unit member's Rate of Pay is equal to or greater than the Maximum Pay Range listed in section 4.1, the City will issue a merit award as an amount granted by this contract less applicable deductions provided their performance rating is satisfactory ("meets standards"). Payments will be made twice in the fiscal year: in July and December of fiscal year. Notwithstanding anything herein to the contrary, in those fiscal years when market or cost of living adjustments are paid to employees, merit awards will not be granted to employees. Should an employee who is eligible for merit pay under this paragraph cease to be employed at any time in a fiscal year before an installment of merit pay is to be paid, the employee shall not receive any further installments of merit pay under this section.

The annual total fixed merit awards are as follows:

Captain: \$2500  
Engineer: \$2250  
Firefighter: \$2000

#### Section 4.6 Set Work Schedule

City Government reserves the right to establish work periods for sworn firefighters. The City has established a 14-day work period for unit members working 24 or 48 hours shifts commonly called a 56-hour work week. The set schedule of duty hours for unit members consists of rotating 48 hours on duty and 96 off duty, resulting in three different work periods which consists of 96 hours for period 1, 120 hours for period 2, and 120 hours for period 3.

#### Section 4.7 Overtime

Overtime calculations will be determined based upon the set schedule for the 14-day work period. The Fair Labor Standards Act (FLSA) guarantees that unit members working the 24 or 48 hour shift arrangement described above will be compensated at 1.5 times their Regular Hourly Rate of pay for regularly scheduled hours worked over 106 hours.

Vacation, Sick Leave, Civic Duty and Bereavement Leave hours taken in a 14-day work period shall not count as hours worked for the purposes of overtime except when the hours taken are needed to fulfill the employee's 120 hour work period.

The special work periods and overtime rules are only for employees who meet the statutory definition of "employees in fire protection activities", who are trained in fire suppression, have the legal authority and responsibility to engage in fire suppression and are employed by the City's fire department.

Section 4.8 Call-Back

- A. Definition: “Callback” means when a unit member has left the work site and is requested to respond, (either by returning to work or via telephone/computer) to a work situation to:
  - a. Avoid significant service disruption;
  - b. Avoid placing employees or the public in unsafe situations;
  - c. Protect and/or provide emergency services to people, property and/or equipment;
  - d. Respond to emergencies;
  - e. For administrative purposes.
  
- B. Callback Pay Rate
  - a. When a unit member is called back to work after employee has completed the employee’s regular work schedule and has left the premises or post of duty, the unit member shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular or base rate of pay, whichever is greater.

Section 4.9 Move-Up Pay

A unit member will receive additional compensation for working a minimum of 12 hours to fill a position of a higher rank. To be eligible for Move-Up positions and Move-Up\_Pay, the member must have successfully completed the department’s Move-Up requirements within department policy for the position and maintain certification by completing the required continuing training requirements. The unit member will be paid an additional amount of their regular hourly rate of pay for time spent in a Move-Up capacity in accordance with the chart below. Move-Up Pay and status to the position of Battalion Chief shall not in any case extend beyond more than thirty days.

Move up pay percentage of increase to hourly rate will be determined by the member’s rank and the position they are filling, according to the following table:

| <u>Rank</u> | <u>Assignment</u> | <u>Increase</u> |
|-------------|-------------------|-----------------|
| Firefighter | Engineer          | 5%              |
| Firefighter | Captain           | 10%             |
| Engineer    | Captain           | 5%              |
| Captain     | Battalion Chief   | 5%              |

If any unit member is placed on administrative leave or medical leave while in a Move-Up Pay capacity, the unit member shall not receive the Move-Up Pay until they are approved to return to full-duty status and resume the duties of the assigned position, if a need still remains.

Section 4.10 56 to 40-Hour Positions

A unit member assigned to a 40-hour position for one year or less will not have his or her leave accruals adjusted and will not be granted a Holiday Bank. Vacation and sick leave accruals will remain at the 56 hour accrual rate, which includes holiday leave. This unit member will be treated

as if he or she was still on the 56 hour schedule. Vacation and sick leave will be charged using the 1.4 conversion (1.4 hours charged for each 1.0 hour used).

A unit member assigned to a 40-hour position for more than one year will be assigned an appropriate Holiday Bank. The unit member's vacation and sick leave accrual rates will be adjusted to the 40-hour rates, and usage will be charged as actual hours used. Unit members leave balances will not be adjusted during moves to and from 40-hour positions.

A unit member assigned to a 40-hour position will have their pay adjusted according to the conversion formula described below:

56 to 40 hour conversion factor:

1. 56 base hourly rate minus any specialty pay ( if applicable)
2. Base hourly rate X conversion factor of 1.4375
3. Add back in assignment differential pay (10% BLS or 12% ALS)
4. Add back \$1.00 for TRT pay if applicable
5. Add back in adjustment for paramedic pay if applicable of \$2.40

40 to 56 hour conversion factor:

The conversion of 40 to 56 hour will be accomplished by placing the unit member in their appropriate step and restoring their specialty pays and 56-hour leave accrual rates.

Section 4.11 On Call Status

A. A 40 hour employee on call-out status will be compensated at two (2) dollars per hour. These hours begin after the completion of the employee's scheduled workday and continue until resuming work the following workday.

a. Reporting Pay

If a 40 hour employee on call-out status is requested to and does report to work at the designated work location in a timely fashion but no work is available upon arrival, that employee will be paid a minimum of two (2) hours at their regular hourly rate and sent home.

b. Time Worked

Employees will not receive "call-out" pay for time worked.

c. Overtime

Only hours actually worked (over 40 hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.

d. No Call-Out Pay

Employees will not receive call-out pay when they are:

- On vacation leave
- On sick leave
- On Administrative Leave
- Receiving short-term disability benefits

- Receiving worker’s compensation benefits
- On bereavement leave
- On an approved leave of absence
- Not available to work
- Restricted to light duty
- Restricted from performing specific work activities

B. Criteria

Criteria for call-out pay status must meet the following:

- a. Thoroughly check the working status of the pager or cell phone before “call-out” status begins and maintains it in operational mode at all times;
- b. When notified by pager must respond and arrive at work within one (1) hour or less;
- c. Must arrive fully capable of performing the functions of the job;
- d. If an employee does not meet the criteria as defined above, he/she will forfeit the “call-out” pay from the time of the first attempt to contact him/her to the end of the “call-out” period.
- e. Each employee will be responsible for completing a time sheet card documenting each time he/she is on “call” and forward to his/her supervisor to approve the “call-out” time. Time sheet cards must be submitted to the supervisor by Monday morning of each week.

**ARTICLE 5  
ABSENT WITH RELIEF**

Section 5.1 Absent With Relief

“Absent with Relief” (AWR) is the practice of individual Firefighters working another individual firefighter’s scheduled shift. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated.

The City is not responsible for AWR repayment or any disputes that arise between individual Firefighters. The Employee Organization also agrees not to adopt any policy that provides an employee with any undue compensation that may be considered a gift of City funds.

**ARTICLE 6  
EXISTING BENEFITS**

Section 6.1 Existing Benefits

Health Care Benefits are excluded by the Ordinance from negotiations. However, such benefits will be provided to Firefighters identical to Health Care Benefits provided to every other City employee.

Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

## **ARTICLE 7 FISCAL CRISIS**

### Section 7.1 Fiscal Crisis

- A. In the event that during the term of this Memorandum of Understanding the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this Memorandum of Understanding may be reopened at the direction of City Council or City Manager. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.
  
- B. If the City Manager or Council determines that a mid-year reduction in force or reduction in pay affecting Firefighters Employee Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s). The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. A reduction in force will be implemented in reverse order of unit members' length of active career service in the Fire Department. Any unit member affected by layoff through no fault of his/her own will be eligible for re-employment and will be afforded the opportunity to return to work in order of length of active career service, before new represented employees are hired, as long as the returning unit member meets minimum job classification requirements at time of re-hire.

## **ARTICLE 8 BENEFITS**

### Section 8.1 - Sick Leave

Sick leave is an approved period of absence granted to an employee due to:

- 1. Illness, injury or other medical condition which renders the employee unable to perform the essential duties of the position;
  
- 2. Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, domestic partner, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process or other legal dependents.

Unit members working a 56-hour work week will accrue sick leave at 5.18 hours per bi-weekly pay period. Sick leave hours shall accrue without a limit.

When unit member is promoted, demoted or transferred, he or she shall retain all accrued sick leave. Unit members will be compensated upon resignation 33.3% of accrued sick leave paid at the member's regular hourly rate of pay.

Section 8.2 – Sick Leave Conversion

Any unit member who has accumulated over 672 hours of sick leave can exchange three hours of sick leave for one hour of vacation leave to coincide with MOU Section 8.5 Vacation sell back policy dates.

Section 8.3 – Sick Leave Pay Out for Retirement

Unit members who voluntarily retire with 10 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 250 hours at the member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.

Unit members with 10 years of continuous service with the City who take a medical retirement due to duty-related injury will receive 100% of the member's accrued sick leave up to 500 hours at the member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.

Unit members with 20 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 500 hours at the member's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

Section 8.4 - Vacation Accruals

Full-time sworn firefighters working a scheduled 56-hour work week will accrue vacation as follows:

|                |                            |
|----------------|----------------------------|
| 0 to 5 years   | 10.28 hours per pay period |
| 5 to 10 years  | 11.20 hours per pay period |
| 10 to 15 years | 12.12 hours per pay period |
| 15 years +     | 13.05 hours per pay period |

Sworn firefighters working a set schedule 56-hour work week shall have a maximum accrual of vacation time of 336 hours. Vacation leave accumulated in excess of 336 hours as of the last day of the last pay period in the calendar year shall be forfeited, unless the City Manager authorizes an exception. Requests for an exception must be processed through Human Resources and include a plan to use the excess hours in the following calendar year.

If a change is made in Avondale City Policy, Chapter 6, Section D which results in an overall increase in vacation accruals compared to Section 8.4 of the MOU, prior to July 2, 2016, those increases (multiplied by 1.4) shall apply to the unit members inclusive of 4.74 hours of holiday leave per pay period.

### Section 8.5 - Vacation Sell Back

Unit members are permitted to sell back vacation at the member's regular hourly rate of pay twice annually in May and November. Members desiring to sell back vacation must submit the appropriate form by the last administrative work day of April and or October. Vacation sell back checks will be issued in the last pay period of May and November. Eligible employees that wish to sell back vacation will submit a request to the department director on the "sell back form" located on the intranet. The department director will determine if their department is able to financially support the request. If the department's budget only can support a limited number of employees to receive the sell back; the department director will use seniority to determine their approval or denial of the request for sell back of vacation and finally submitted to Human Resources/Payroll for final approval and payment.

A unit member must have a balance of 96 hours within their vacation bank to sell back. Vacation sell back is subject to the overall financial condition of the City as determined by the City Manager. The vacation accrual cap will be waived for one year for a unit member who was denied vacation sell back due to fiscal constraints of the City and denied the use of vacation leave due to staffing limitations.

### Section 8.6 Vacation Leave Payout

Unit members who terminate their employment with the City will be entitled to compensation for their earned and unused vacation leave at their regular rate of pay.

### Section 8.7 Deferred Compensation Plans

#### Deferred Contribution Plans

- A. The City of Avondale shall contribute an amount of \$20.00 per pay period to each employee's 457 Defined Contribution Pension Plan. In order to receive a \$20 per pay period contribution from the City of Avondale, the employee is required to make a minimum of \$20 per pay period contribution to the plan.
- B. At the employee's separation, exiting the Deferred Retirement Options Program, or not making the minimum \$20 contribution, the City of Avondale's contribution will cease.

### Section 8.8 Post-Retirement Health Plan (PEHP)

- A. The City of Avondale ("City") agrees to facilitate eligible Bargaining Unit ("Unit") employees' participation in the Post-Retirement Health Plan (PEHP). **The plan shall be funded solely with mandatory eligible Unit employees' contributions.** The parties hereto designate Nationwide Retirement Solutions (NRS) to act as plan administrator for the plan. The eligible Unit employee shall not be entitled to receive such PEHP contribution in form of pay or any other benefit. The City shall remit the mandatory Unit employee contributions directly to the Unit employees' Nationwide Retirement Solutions (PEHP) Plan. The City is not responsible to address any

questions, concerns or issues **post deposit** with the PEHP benefit plans and will refer any and all employee inquiries to NRS for review and resolution.

- B. For the term of this agreement, the City shall facilitate the mandatory eligible Unit employee contribution by transferring 1.5% of the eligible employee gross salary, per pay period to said (PEHP) Plan. Upon termination of employment, Unit employees will be entitled to direct the City to pay accrued sick leave and accrued vacation pay into their PEHP NRS Account. The maximum amount of accrued sick leave and vacation leave eligible for such directed payment into the PEHP is as follows:
  - a. **Accrued Sick Leave for** Unit employees terminating employment pre-retirement: Payment into the PEHP will be a maximum of 33.3% of accrued sick leave at the employee's current hourly rate.
  - b. **Accrued Sick Leave for Unit employees retiring:** Payment into the PEHP will be made pursuant to Section 8.3 Sick Leave Pay Out for Retirement.
  - c. **Accrued Vacation Leave** payment into the PEHP for a Unit employee's accrued vacation leave will be as directed by each terminating Unit employee up to their maximum accrued vacation leave. The City of Avondale shall have no obligation to contribute any **employer funds** to the PEHP now or in the future.
- C. The City of Avondale shall have no obligation to review or approve investment options for the PEHP and individual Unit employees shall be responsible for educating themselves and selecting the appropriate investment options for their individual PEHP accounts.
- D. The City of Avondale shall have no obligation or related liability to review or approve the fees charged by NRS (or any other Nationwide Company) to individual employees. Members of the Unit shall review any fees charged by NRS (or any other Nationwide Company) to determine whether they are fair, reasonable and appropriate.
- E. The City of Avondale shall have no obligation or related liability in connection with the establishment and operation of the PEHP and related voluntary employees beneficiary association (VEBA). The Unit shall have sole and complete responsibility for determining the legality and continued proper operation of the PEHP and VEBA under any relevant state or federal law.
- F. Nothing in this contract shall be construed as obligating the City of Avondale to assume responsibility or pay for retiree health coverage for Unit or any other employees of the City. The City of Avondale expressly disclaims any such obligation.
- G. The City assumes no liability on account of any action taken in connection with this contract. The Unit agrees to indemnify, defend and hold harmless the City of Avondale, its agents, employees and officials in connection with the Unit's participation in the PEHP and related VEBA.

#### Section 8.9 Other Leaves

- A. Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. Unit members receive 56 hours of bereavement leave for immediate family members including domestic partners. Unit members receive 11 hours of bereavement leave for the unit member's uncle, aunt or cousin. Bereavement leave shall count as hours worked for the purposes of calculating overtime when needed to fulfill the employees set schedule.

B. Military Leave

Unit members that are or may become members of the National Guard or the Military Reserves shall receive all the benefits provided for by USERRA and all other applicable federal and state laws. The unit member shall provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. As to compensation, the unit member will receive paid military leave not to exceed 336 hours in any two consecutive years.

C. Civic Duty Leave

A unit member shall receive civic duty leave with pay while serving as a juror, complying with a subpoena, and voting. Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty.

D. General Election Day

The bi-annual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote as set forth in ARIZ. REV. STAT. § 16-402, as amended. Arrangements must be made with the supervisor prior to general Election Day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

E. Appearance as a Witness

A unit member who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with paid civic duty leave unless the testimony or evidence to be given relates to the employee's own personal business.

F. Jury and Witness Fees

Unit members who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any payment received to the City Finance and Budget Department, except for mileage allowance or meals.

Section 8.10 Non-hazardous Duty for Pregnancy

- A. The City will offer non-hazardous duty for pregnancy from the time the pregnant unit member provides written notification from a health care provider of the pregnancy. The written notification will be provided to the Human Resources Department. At the pregnant unit member's request or at the direction of her attending health care provider, the affected pregnant unit member will be placed on non-hazardous duty. The pregnant unit member will be on non-hazardous duty from the time of her acceptance of such duty until maternity leave begins.

- B. Non-hazardous duty shall mean an assignment within the City in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor. The Human Resources Department will work with the Fire Chief to provide non-hazardous duty within the Fire Department. If non-hazardous duty is not available within the Fire Department then the Human Resources Department will provide the pregnant unit member with a non-hazardous duty assignment within the City.
- C. The pregnant unit member shall be paid at their conversion pay rate for hours worked in a forty hour work week subject to the 56 to 40 conversion factor in Section 4.10 at the beginning of a pay period. When an employee is assigned non-hazardous duty time accrued and charged shall be subject the conversion factor between suppression (56 hour) and non-suppression (40 hour) personnel. Acceptance of non-hazardous duty shall not result in an adverse effect on time in service, or ability to promote. Prior to returning to work, a unit member must present a statement to the Human Resources Department from her physician indicating that she is physically able to return to work without limitation. At the time that the unit member returns to work without limitation she will be paid at the 40 to 56 conversion factor starting at the beginning of a pay period.
- D. Definition and Examples of Hazardous Duty:
- a. Hazardous duty is duty performed under circumstances in which an accident could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices.
  - b. Examples of Hazardous Duty (this list is not all inclusive):
    - Exposures to poison, flammable material, explosive gases, chemicals, radioactive materials, smoke, (toxicity)
    - Biological Hazard (Air or Blood borne Pathogens)
    - Equipment, axes, chainsaws, ladders, etc. (machinery safety)
    - Exposure to treacherous environments that could cause falls, trips and slips
    - Traffic Hazards
    - Heat Related Illness, (from firefighter gear; can be excessively hot and heavy)
    - Falling objects (Walls and ceilings giving way)
    - Performing Continuous Cardio Pulmonary Resuscitation (CCPR)
    - Psychological Hazards (traumatic and stressful events)
    - Charged Hoses
    - Natural Hazards (swift water rescues, mountain rescues, wild land fires, etc.)
    - Physical Labor (pulling hoses, extricating victims, climbing, crawling, lifting heavy objects)

**ARTICLE 9  
MEDICAL AND PHYSICAL FITNESS EXAMINATIONS**

Section 9.1 Fitness Examinations

- A. During the term of this Memorandum of Understanding the Fire Department will provide members a medical and physical fitness evaluation yearly. The medical and physical fitness evaluation will be of the same design and quality as the product which is in place through the Phoenix Fire Department's Health Center in June 2010 and in keeping with the intent of the National Fire Protection Association 1582. Disputes as to the equivalency will be determined by the Fire Chief.
  
- B. If during the mandatory annual physical exam and testing, a unit member is restricted from full duty for further evaluation, the unit member will be offered the option of working light duty or using sick leave until returned to full duty. The unit member must be cleared for the light duty assignment by the physician. The Chief shall consult with Human Resources to determine the applicability of the light duty assignment. If the assessment concludes that the unit member is not qualified to perform the essential functions of his/her job, the Chief shall consult with Human Resources to determine the applicability of the Family Medical Leave Act and/or American with Disabilities Act.

Section 9.2 Records Storage

The tiered health assessment results are for the unit members' benefit and cannot be used for any other purposes. The Employee Involvement Process may continue to discuss this tool. Details of the medical examination will be considered confidential and will not be released to the Fire Department without the express written approval of the patient. The Fire Department will not intimidate, threaten, or take any disciplinary action against a unit member who refuses to release his medical records. This prohibition does not apply to the Medical Physical Fitness Examination summary report or the information required by the Retirement Board.

**ARTICLE 10  
UNIFORMS, CLOTHING AND EQUIPMENT**

Section 10.1 Uniform Allowance

The Fire Department has a budget line item that provides \$1,000.00 allowance per member per year for uniform, boots, and incidentals. Clothing damaged while on duty will be replaced on a one-for-one basis.

**ARTICLE 11  
LABOR MANAGEMENT COMMITTEE  
Employee Involvement Process (EIP)**

Section 11.1 Purpose and Governance of Committee

There shall be an internal Fire Department Labor Management Committee established with five elected executive board members from the IAFF, Local 3924 and five administrative members appointed by the Fire Chief. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems. The Fire Labor Management Committee is not an arm of the City Council, nor a public body or committee created by the City Council and shall not report to the City Council.

The Committee will operate from the governing documents and policies in effect as of January 1, 2011. The Committee shall meet at mutually scheduled times.

Executive board members will not be paid for off duty time spent performing labor/management activities, but will be detailed out for such activities.

#### Section 11.2 Retreat Funds

Funds for the annual EIP labor/management retreat (\$7,380.00 and the awards banquet \$5,000 are in the Fire Department budget). Funds can only be re-allocated by mutual agreement of APFA Local's President and Fire Chief. No other City department will be allowed to use these funds. Expenditure of City funds for these functions shall not exceed \$7,380 for the annual labor management retreat and \$5,000 for the annual award banquet unless approved through the City's budget supplemental request process.

### **ARTICLE 12 HUMAN RESOURCES LIAISON**

#### Section 12.1 Human Resources Liaison

The Human Resources Department will endeavor to train its employees on the unique schedules and compensation variables including the Fair Labor Standards Act as it relates to Firefighters and the Telestaff scheduling system.

As often as is practical or necessary, Human Resources will schedule meetings with the Fire Department Management, the City Manager's Office, and the Local President or his designee to discuss issues unique to the department including issues arising from this Memorandum of Understanding.

### **ARTICLE 13 CLARIFICATION**

#### Section 13.1 Clarification

In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, as outlined in Article 14, the Local President and the City Manager or designee will meet with the goal of developing a mutually agreeable clarification.

Once agreed upon, the clarification will be signed by both parties and become an informational attachment to the MOU.

**ARTICLE 14  
PROCEDURE FOR ALLEGED BREACH OF MOU**

Section 14.1 Procedure

- A. Before initiating the appeal process, a unit member will first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within ten (10) days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be timely submitted and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after ten (10) days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. The Fire Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than ten (10) days following receipt of the written alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing the witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Fire Chief or his designee will have ten (10) days to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the local union will jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within ten (10) days following the receipt of the mediator's decision. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

**ARTICLE 15  
SAVINGS CLAUSE**

Section 15.1 Savings

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 16  
TERM AND EFFECT**

Section 16.1 Term

This Memorandum shall become effective 12:01 a.m. July 1, 2016 and remain in full force and effect until midnight June 30, 2018, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

Section 16.2 Conflict

In the event there is a conflict, priority shall be given in the following order: the Ordinance, the Memorandum, the Personnel Rules, and Fire Department Operating Procedures.

Section 16.3 Agreement and Reopener

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may this agreement be reopened, with the exception of conditions outlined in Article 7 Fiscal Crisis.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF AVONDALE

AVONDALE PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3924

By:

By:

\_\_\_\_\_  
David Fitzhugh, City Manager

\_\_\_\_\_  
Evan Titterington, President

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

# ATTACHMENT A

## Wage Tables

### Fiscal Year 2016-2017

| Step        | Firefighter | Fire Engineer | Captain |
|-------------|-------------|---------------|---------|
| 1 – Minimum | \$15.27     | \$18.78       | \$22.18 |
| 2           | \$15.89     | \$19.53       | \$23.07 |
| 3           | \$16.52     | \$20.31       | \$23.99 |
| 4           | \$17.18     | \$21.12       | \$24.95 |
| 5           | \$17.87     | \$21.97       | \$25.95 |
| 6           | \$18.58     | \$22.85       | \$26.99 |
| 7           | \$19.33     | \$23.76       | \$28.07 |
| 8           | \$20.11     | \$24.70       | \$29.19 |
| 9           | \$20.92     | \$25.69       | \$30.36 |
| 10          | \$21.76     | \$26.72       | \$31.57 |

# ATTACHMENT B

## Wage Tables

### Fiscal Year 2017-2018

| Step        | Firefighter | Fire Engineer | Captain |
|-------------|-------------|---------------|---------|
| 1 – Minimum | \$15.42     | \$18.96       | \$22.40 |
| 2           | \$16.05     | \$19.73       | \$23.30 |
| 3           | \$16.69     | \$20.51       | \$24.23 |
| 4           | \$17.35     | \$21.33       | \$25.20 |
| 5           | \$18.05     | \$22.19       | \$26.21 |
| 6           | \$18.77     | \$23.07       | \$27.26 |
| 7           | \$19.52     | \$23.99       | \$28.35 |
| 8           | \$20.31     | \$24.95       | \$29.48 |
| 9           | \$21.13     | \$25.95       | \$30.66 |
| 10          | \$21.97     | \$26.99       | \$31.89 |