



# CITY COUNCIL AGENDA

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

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**REGULAR MEETING  
December 19, 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 CITY MANAGER'S REPORT**

- a. **PROCLAMATION - CARE ENOUGH TO GET IN THE WAY MONTH**

**3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)**

- a. **RESOLUTION 3354-1216 - HONORING VICE MAYOR STEPHANIE KARLIN**
- b. **RESOLUTION 3355-1216 - HONORING COUNCIL MEMBER JIM MCDONALD**
- c. **RESOLUTION 3356-1216 - HONORING COUNCIL MEMBER DAVID IWANSKI**

**4 UNSCHEDULED PUBLIC APPEARANCES**

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

**5 CONSENT AGENDA**

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

**a. APPROVAL OF MINUTES**

- 1. Work Session of December 5, 2016
- 2. Regular Meeting of December 5, 2016

**b. SPECIAL EVENT LIQUOR LICENSE - AVONDALE ART SHOWCASE**

City Council will consider a request to approve a special event liquor license application submitted by Ms. Christina Underhill on behalf of Friends of the Libraries and Recreation to be used in conjunction with the Avondale Art Showcase scheduled for Saturday, January 28, 2017 at Avondale City Hall. The Council will take appropriate action.

c. **COOPERATIVE PURCHASING AGREEMENT SHI INTERNATIONAL CORP**

City Council will consider a request to approve a Cooperative Purchasing Agreement with SHI International Corp. for technology products and services for a maximum annual amount of \$650,000 and a total aggregate amount of \$3,250,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate necessary documents. The Council will take the appropriate action.

d. **FINAL PLAT FOR SAN VILLAGIO**

City Council will consider a request by Mr. Tom Webber, Clouse Engineering, Inc., for approval of a final plat for San Villagio, a gated 34-lot single-family detached residential in-fill development with private streets on approximately 11 gross acres of land, located at the northeast corner of Avondale Boulevard and Encanto Boulevard. The Council will take appropriate action.

e. **FUNDING AGREEMENT - ARIZONA STATE FIRE TRAINING COMMITTEE**

City Council will consider a request to approve a Funding Agreement with the Arizona State Fire Training Committee relating to reimbursement for salary, benefits and related costs for two full-time staff positions; authorize the addition of two new full-time equivalent positions; approve the transfer of \$84,500 of appropriations from the unanticipated special revenue appropriation to the fire and medical department budget; authorize the direct hire of two existing ASFTC employees subject to appropriate background checks; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The council will take appropriate action.

f. **TRANSMISSION LINE DESIGN AND CONSTRUCTION AGREEMENT - SRP - 107TH AVENUE AND VAN BUREN**

City Council will consider a request to approve a Transmission Line Design and Construction Agreement with Salt River Project to provide design and construction services for the 12 kV overhead lines associated with the 107th Avenue from Roosevelt Street to Van Buren Street Improvement Project in the amount of \$180,430.25 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The City Council will take the appropriate action.

g. **SEVENTH AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT - CARE1ST HEALTH PLAN OF ARIZONA, INC**

City Council will consider a request to approve the seventh amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center in the amount of \$145,299 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 CAROLLO ENGINEERS, INC. INTEGRATED UTILITY MASTER PLAN**

City Council will consider a request to approve a Professional Services Agreement with Carollo Engineers, Inc. to provide professional engineering services for an Integrated Utility Master Plan in the amount \$229,592, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take the appropriate action.

i. **JOB ORDER CONTRACTS - HAYDON BUILDING CORP., VALLEY RAIN CONSTRUCTION, SDB, INC. AND HUNTER CONTRACTING CO.**

City Council will consider a request to award Job Order Contracts to Haydon Building Corp., Valley Rain Construction Corporation, SDB, Inc. and Hunter Contracting Co. for construction management services and improvements at various parks and

recreation locations each for an amount not to exceed \$1,000,000, and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take the appropriate action.

**j. RESOLUTION 3352-1216 - AMENDMENT 3 TO INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES**

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

**k. RESOLUTION 3359-1216 - AMENDING THE STANDARDS OF FINANCIAL DISCLOSURE FOR ELECTED OFFICIALS AND DECLARING AN EMERGENCY**

City Council will consider a resolution amending the standards of financial disclosure for local elected officials and declaring an emergency. The Council will take appropriate action.

**l. ORDINANCE 1615-1216 - AMENDMENT TO CHAPTER 24, ARTICLE II AND III OF THE AVONDALE MUNICIPAL CODE**

City Council will consider an Ordinance amending Articles II and III of the Municipal Code Chapter 24, Water, Sewer, and Sewage Disposal. The Council will take the appropriate action.

**6 PUBLIC HEARING - RESOLUTION 3353-1216 - RATE SCHEDULE FOR WATER AND WASTEWATER USER CHARGES**

City Council will consider a resolution approving a rate schedule for water and sewer fees and setting 12:01 a.m. on January 19, 2017 as an effective date. The Council will take appropriate action.

**7 PUBLIC HEARING CONDITIONAL USE PERMIT FOR A PERSONAL WIRELESS SERVICE FACILITY (PL-15-0067)**

City Council will hold a public hearing and consider a request by Michael J. Campbell, Campbell AZ, LLC, on behalf of Verizon Wireless for approval of a Conditional Use construct a "stealth" monopine personal wireless service facility within a roughly 874.25 square foot lease area on the southeastern portion of the Las Ligas Community Park. The Council will take appropriate action.

**8 RESOLUTION 3351-1216 - DEVELOPMENT AGREEMENT WITH PARK 10 ME, LLC FOR BILLBOARD**

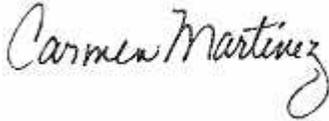
City Council will consider a resolution approving a Development Agreement with Park 10 ME, LLC, to allow for construction of an off-premise billboard sign within the Park 10 master-planned development and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**9 RESOLUTIONS 3357-1216 AND 3358-1216 - MAINTENANCE IMPROVEMENT DISTRICT - SAN VILLAGIO**

City Council will consider a request to approve the Petition for Formation, adopt a resolution declaring its intention to form the City of Avondale Maintenance Improvement District No. 2, San Villagio, 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.

## 10 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 of Avondale  
**Proclamation**

**Care Enough to Get in the Way Month**  
January 2017

**WHEREAS**, the Care Enough to Get in the Way movement presents an ideal opportunity to help bridge the gap between our local community, government, and law enforcement in a positive way; and

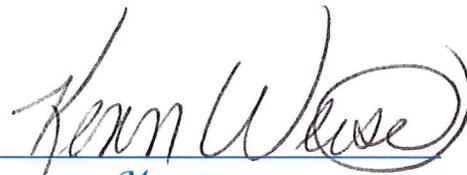
**WHEREAS**, our local schools are facing unnecessary tragedies where warning signs are placed on social media or observed in person, but are not being reported as serious threats or cries for help; and

**WHEREAS**, our youth need to be empowered to report concerning posts or comments to law enforcement or school representatives, and to help spread the message that it is okay to care enough to get in the way--to speak up, stand up and save a life; and

**WHEREAS**, Arizona schools, students, parents, educators, police departments, and community organizations should be encouraged to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents; and

**WHEREAS**, more than 700 students from 55 west valley schools will be the first inaugural group to learn and promote the message to take back into their schools and communities.

**NOW THEREFORE**, I Kenneth N. Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona do hereby proclaim January 2017 as Care Enough to Get in the Way Month in Avondale and urge all residents to support efforts that ensure the safety of Avondale youth.



Mayor

ATTEST:

  
City Clerk

**RESOLUTION NO. 3354-1216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING VICE MAYOR STEPHANIE KARLIN FOR HER THIRTEEN YEARS OF LEADERSHIP AND DEDICATED SERVICE TO THE CITY OF AVONDALE.

**WHEREAS**, Stephanie Karlin initially answered the call to public service in January of 2000, serving in the capacity of Council Member until December of 2003, after being elected by the citizens of Avondale in November 1999; and

**WHEREAS**, Stephanie Karlin returned to public service in January 2008, once again serving in the capacity of Council Member after being elected by the citizens of Avondale in September 2007; and

**WHEREAS**, during her tenure, Stephanie Karlin served as Vice Mayor for a total of three years, being appointed as such by her peers in 2012 and again in 2015 through 2016; and

**WHEREAS**, Vice Mayor Karlin served with honor and integrity, not only on the Avondale City Council, but also as the City Council's ambassador to the Littleton Elementary School District, as a member of the Greater Phoenix Economic Council's International Council, as chair of the Avondale Interfaith Council and member of various National League of Cities advocacy committees, including the Energy, Environment and Natural Resources Committee, among others; and

**WHEREAS**, Vice Mayor Karlin served as a strong advocate and proponent of environmental and sustainability initiatives, and sought to foster innovative ideas through her support of projects such as the Garden Patch Community Garden and the formation of the Avondale Energy, Environment and Natural Resources Commission; and

**WHEREAS**, in her role on the Avondale City Council, Vice Mayor Karlin contributed to the future vision of Avondale, which has served to enhance the quality of life for all residents during a time of unprecedented growth and change, supporting such projects as the improvements to Friendship Park, the development of the American Sports Center and enhancements to the Historic Avondale area; and

**WHEREAS**, Vice Mayor Karlin exhibited her commitment to Avondale throughout her tenure on the Avondale City Council, and will surely continue to support the Avondale community as it continues to aspire, achieve and accelerate into the future.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Stephanie Karlin for her years of leadership and dedication to the City of Avondale and its residents.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 19, 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

**RESOLUTION NO. 3355-1216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING COUNCIL MEMBER JIM MCDONALD FOR HIS NINE YEARS OF LEADERSHIP AND DEDICATED SERVICE TO THE CITY OF AVONDALE.

**WHEREAS**, Jim McDonald answered the call to public service in January of 2008, serving in the capacity of Council Member after being elected by the citizens of Avondale in September 2007; and

**WHEREAS**, during his tenure, Council Member McDonald served as Vice Mayor after being appointed as such by his fellow Council Members from January 2012 through December 2013; and

**WHEREAS**, Council Member McDonald served with honor and integrity, not only on the Avondale City Council, but also on regional boards and committees, such as the Luke West Valley Partnership, and as the City Council's ambassador to the Agua Fria High School District; and

**WHEREAS**, Council Member McDonald served as a strong advocate of regional transportation matters representing Avondale and the West Valley on the Valley Metro Regional Public Transportation Authority Board, serving in the capacity of treasurer, vice chair and ultimately chair; and

**WHEREAS**, Council Member McDonald's role on the Avondale City Council contributed to the enrichment of the future of Avondale for all its residents during a time of unprecedented growth and change, including the development of the Randall McDaniel Sports Complex, the Avondale Transit Center, various revitalization projects in Historic Avondale and several other projects throughout the City; and

**WHEREAS**, Council Member McDonald worked collaboratively with his fellow colleagues on the City Council and with City staff, contributing towards a clear vision for a community that is strong, diverse, innovative and financially strong; and

**WHEREAS**, Council Member McDonald served his community with pride throughout his tenure on the Avondale City Council, and will assuredly continue to support the Avondale community as it continues to aspire, achieve and accelerate into the future.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Jim McDonald for his years of leadership and dedication to the City of Avondale and its residents.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 19, 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

**RESOLUTION NO. 3356-1216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING COUNCIL MEMBER DAVID IWANSKI FOR HIS LEADERSHIP AND DEDICATED SERVICE TO THE CITY OF AVONDALE.

**WHEREAS**, David Iwanski answered the call to public service when he was appointed by the Avondale City Council in June 2014; and

**WHEREAS**, during his tenure, Council Member Iwanski served with honor and integrity, not only on the Avondale City Council but also as the Council's ambassador to the Litchfield Park Elementary School District; and

**WHEREAS**, Council Member Iwanski was a strong proponent of preserving water resources and served as Avondale's representative on the Board of Directors for the Arizona Municipal Water Users Association (AMWUA) during his tenure; and

**WHEREAS**, Council Member Iwanski's role on the Avondale City Council added to the enrichment of the future of Avondale for all its residents and his efforts served to fortify the importance of our water resources to Avondale's continued economic growth; and

**WHEREAS**, Council Member Iwanski contributed to the betterment of Avondale's future and undoubtedly will continue to be a strong advocate for Avondale as it continues to aspire, achieve and accelerate into the future.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to David Iwanski for his years of leadership and dedication to the City of Avondale and its residents.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona,  
December 19, 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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Special Event Liquor License - Avondale Art Showcase

**MEETING DATE:**

12/19/2016

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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 special event liquor license application submitted by Ms. Christina Underhill on behalf of Friends of the Libraries and Recreation to be used in conjunction with the Avondale Art Showcase to be held at City Hall on Saturday, January 28, 2017.

**DISCUSSION:**

The City Clerk's Department has received a request from Ms. Christina Underhill on behalf of the Friends of Libraries and Recreation for a special event liquor license to be used in conjunction with the Avondale Art Showcase to be held at City Hall on Saturday, January 28, 2017.

The required fees have been paid and the Police and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

Staff reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1. The event will be open to the public
2. Criminal history of the applicant - A background check of the representative, Ms Christina Underhill, revealed no contact with the Avondale Police Department
3. The event is an art showcase and liquor sales will serve as a fundraiser for the organization
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and has determined it to be sufficient
5. Wine will be served
6. Beverages will be dispensed in plastic cups
7. Similar events have been held at City Hall but this is the first time that alcohol will be served. Other recent events organized by this non-profit organization have not caused any neighborhood disturbances
8. There is no potential for neighborhood problems due to the location, time and length of the event
9. The event will last two hours
10. Sufficient restroom facilities are available at City Hall
11. Zoning is appropriate - special events may occur on any property irrespective of zoning designation

12. Anticipated total daily attendance is 200 people
13. This will be an art event which will include jazz performances and art displays
14. There is adequate parking at City Hall, so no special traffic control measures will be necessary

**RECOMMENDATION:**

Staff is recommending approval of a special event liquor license application submitted by Ms. Christina Underhill on behalf of Friends of the Libraries and Recreation to be used in conjunction with the Avondale Art Showcase to be held at City Hall on Saturday, January 28, 2017.

**ATTACHMENTS:**

**Description**

[Application and supporting documents - Avondale Art Showcase](#)

SERIES 15 SPECIAL EVENT  
LIQUOR LICENSE APPLICATION FOR  
AVONDALE FRIENDS OF THE PARKS, RECREATION, & LIBRARIES-  
AVONDALE ART SHOWCASE/JAZZ PERFORMANCE & ART DISPLAY

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

APPLICATION  
DEPARTMENTAL REVIEW

<http://www.avondale.org/DocumentCenter/View/39502>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Cooperative Purchasing Agreement SHI  
International Corp

**MEETING DATE:**

12/19/2016

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**TO:** Mayor and Council

**FROM:** Mark Neerings, Interim Chief Information Office 623-333-5020

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

Staff requests that the City Council approve a Cooperative Purchasing Agreement with SHI International Corp. for technology products and services and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**BACKGROUND:**

On February 21, 2012, the City entered into contract# 13455c with SHI International Corp. utilizing Arizona State contract# ADSPO11-007500 for the purchase of software licenses and maintenance services. This contract had the option to renew up to four successive one-year terms expiring on February 21, 2017. The Arizona State contract with SHI International Corp. expired on October 1, 2016.

Maricopa County went out to RFP through the Strategic Alliance for Volume Expenditures (S.A.V.E.) and SHI International Corp. was awarded contract #16076 on September 7, 2016 for the purchase of technology products and services. The awarded contract provides local governments the ability to purchase software licenses, maintenance and support services from the vendor at negotiated rates based on the competitive government procurement process that was completed.

**DISCUSSION:**

The Information Technology Department (IT) coordinates and authorizes purchases for the City's software solutions and maintenance services. The majority of these purchases are made based on the City's Annual Budget and Financial Plan. Additional projects arise over the course of the fiscal year that require software licenses and maintenance services not included in long-range plans.

Consolidating purchases of technology products and services under cooperative purchasing contracts allows the City of Avondale to access advantageous pricing tied to large-volume procurements, emphasize planning of technology needs for inclusion in development of the City's Annual Budget and Financial Plan, accelerates projects required by departments, and minimize administrative work.

The proposed Purchase Agreement will have the option to renew up to four successive one-year terms and allowing up to \$650,000 in annual expenditures with a maximum aggregate amount

not to exceed \$3,250,000. The Purchase Agreement will only be extended if deemed in the best interests of the City, is subject to availability and appropriation of funds each year by City Council, and is dependent on the Strategic Alliance for Volume Expenditures (S.A.V.E.) to maintain its Contract with SHI International Corp. Further, the City does not guarantee any amount of expenditure. The agreement provides only an up-to amount that City may expend at its discretion based on approval by City Council via the City budget or other action.

**BUDGET IMPACT:**

The proposed Agreement will allow up to \$650,000 in annual expenditures across all City departments. The total aggregate of the contract is not to exceed \$3,250,000 if all renewals are authorized, for a total potential duration until August 31, 2021. Expenditures depend on sufficient allocations in the budgets of departments requesting equipment and services.

**RECOMMENDATION:**

Staff recommends that City Council approve the Cooperative Purchasing Agreement with SHI International Corp. for technology products and services in an amount not to exceed \$650,000 annually for a total aggregate amount not to exceed \$3,250,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**ATTACHMENTS:**

**Description**

[CPA - SHI International Corp.](#)

COOPERATIVE PURCHASING AGREEMENT

SHI INTERNATIONAL CORP.

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39538>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Final Plat for San Villagio

**MEETING DATE:**

12/19/2016

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**TO:**

Mayor and Council

**FROM:**

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

**THROUGH:**

David Fitzhugh, City Manager (623) 333-1014

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**REQUEST:**

Approval of a final plat for San Villagio, a gated 34-lot single-family detached residential development.

**PARCEL SIZE:**

Approximately 11 gross acres

**LOCATION:**

Northeast corner of Avondale Boulevard and Encanto Boulevard

**APPLICANT:**

Tom Webber, Clouse Engineering, Inc. (602) 395-9300

**OWNER:**

Jim Carlson, Newmark Home (480) 505-4600

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**BACKGROUND:**

The property (Exhibits A and B) was annexed on June 6, 1994, and zoned AG (Agricultural). It is vacant and not being farmed. Multi-lot single-family residential neighborhoods have been developed north (Crystal Ridge – 1996), east (Crystal Gardens - 2000), and south (Donatela I - 2004).

The property is designated by the General Plan Land Use Map as Medium Density Residential (2.5 – 4.0 dwelling units per acre). The Medium Density Residential designation provides for a suburban lifestyle with planned detached single-family residential communities with larger setbacks and neighborhood facilities.

On December 15, 2014, City Council approved PL-14-0054, a request to rezone the subject property from Agricultural (AG) to Planned Area Development (PAD) to allow for development of a single-family residential subdivision.

On April 20, 2015, the Avondale City Council approved a Preliminary Plat for the San Villagio subdivision (PL-14-0053).

## **SUMMARY OF REQUEST:**

- The proposed final plat includes 34 single-family lots and four tracts on approximately 11 acres of land. Lot sizes range from 8,330 square feet to 10,448 square feet. The density for the private community is 3.1 du/ac.
- Access to the subdivision will be provided by a single gated entrance via Encanto Boulevard and a secondary access point adjacent to Avondale Boulevard. However, the Avondale Blvd. access point is for emergency access only and will be designed and built with a barrier to prevent public access but allow for public safety access.
- Tract A totals 1.24 acres and is proposed for the private entrance/drive and the Public Utilities Easement (PUE) to be owned and maintained by the HOA.
- Tracts B, C, and D total 1.74 acres and provides the useable open space, retention, and landscaped areas for the development also to be owned and maintained by the HOA.
- The final plat dedicates additional right-of-way adjacent to Encanto Boulevard to the City of Avondale for required half-street improvements.
- A homeowner's association will maintain all private streets, gated entries, open space areas, landscape tracts, and right-of-way landscaping.

## **PARTICIPATION:**

Citizen Participation is not required for a final plat.

## **PLANNING COMMISSION ACTION:**

Planning Commission action is not required for a final plat.

## **ANALYSIS:**

- The approved San Villagio PAD Development Plan is in conformance with the General Plan, North Avondale Specific Plan, Subdivision Ordinance, Zoning Ordinance, and Single-Family Residential Design Manual.
- The proposed San Villagio Final Plat is in conformance with the San Villagio PAD Development Plan and the approved San Villagio Preliminary Plat (PL-14-0053).
- Final landscape plans for this project have been approved. The approved landscape plans are consistent with the preliminary landscape plans submitted as part of the preliminary plat approval.
- All stipulations of zoning and preliminary plat approval pertaining to landscaping were satisfied in the final landscape submittal.
- As part of the PAD rezone application, both Pendergast Elementary and Tolleson Unified High School indicated that they have adequate capacity to handle new students that may reside in San Villagio.

## Right-of-way Dedications

No additional right-of-way will be required to be dedicated along Avondale Boulevard. The half-street right-of-way requirement for Encanto Boulevard is 40 feet. The City has previously acquired 7-feet of the 40-feet required for the half-street improvement. Salt River Project (SRP) owns a strip, 20 feet in width, across the Encanto Boulevard frontage where a buried irrigation pipe is located in the ultimate street right-of-way alignment. Through an agreement with SRP, the

City has acquired a right-of-way license agreement to allow construction of the Encanto Boulevard half-street over the top of the buried pipe. The developer will dedicate the remaining 13 feet of right-of-way with the final plat.

### **FINDINGS:**

Staff recommends approval of this request for the following reasons:

- The proposed Final Plat is in conformance with the Goals and Objectives of the General Plan, the Land Use Designation of "Medium Density Residential," and the North Avondale Specific Plan.
- The proposed Final Plat is in conformance with the San Villagio PAD Development Plan (PL-14-0054).
- The proposed Final Plat is in conformance with the approved San Villagio Preliminary Plat (PL-14-0053).
- The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

### **RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** application PL-15-0157 with two recommended conditions of approval as follows:

1. The recorded plat shall be in conformance with the final plat date stamped September 11, 2016.
2. The developer shall construct the north half of Encanto Boulevard adjacent to the San Villagio development.

### **PROPOSED MOTION:**

I move that the City Council **APPROVE** application PL-15-0157, a request for approval of a final plat, subject to two recommended conditions of approval.

### **ATTACHMENTS:**

#### **Description**

[Exhibit A - Vicinity Zoning Map](#)

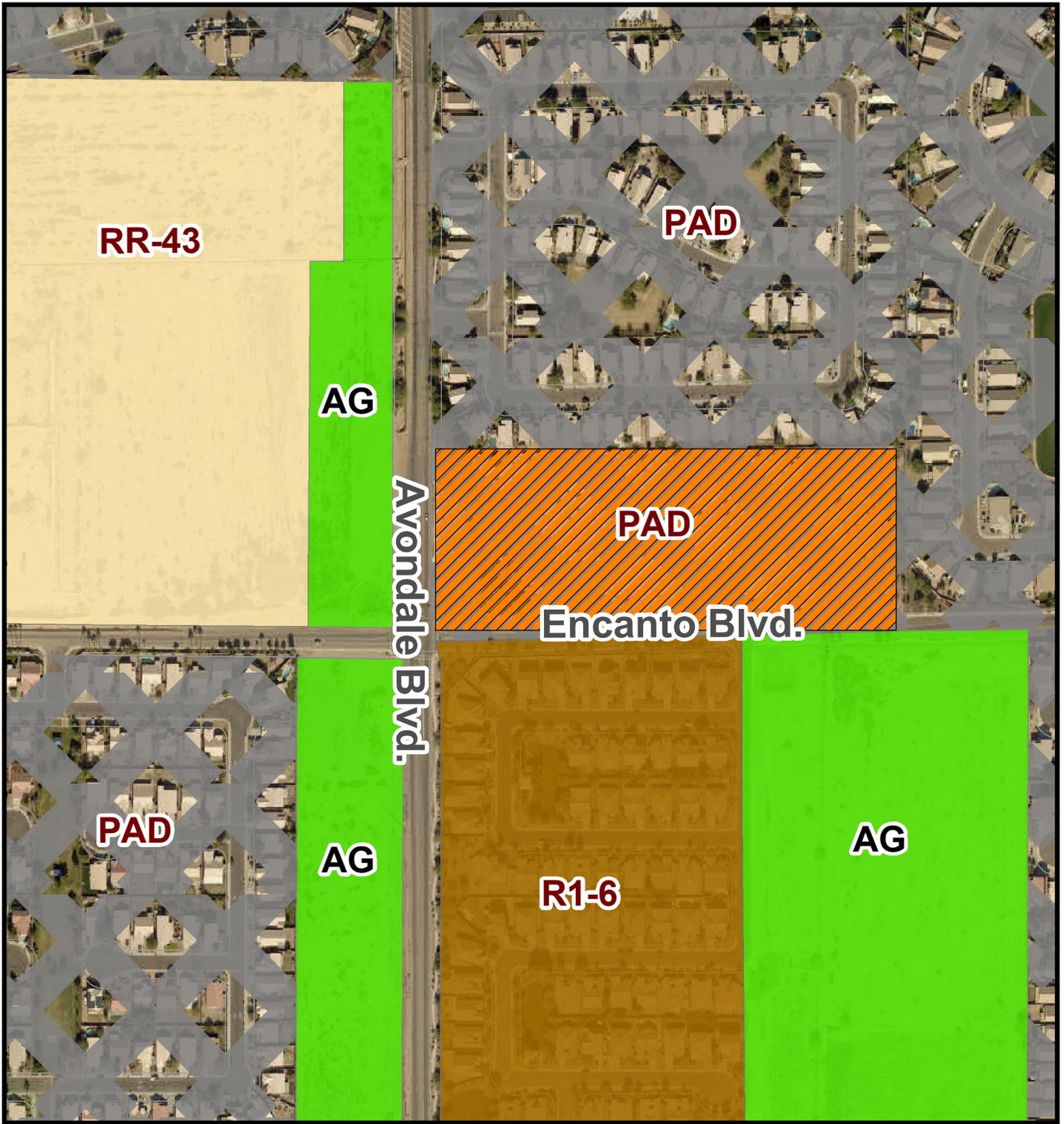
[Exhibit B - Vicinity Map](#)

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

[Exhibit D - San Villagio Final Plat](#)

### **PROJECT MANAGER**

Rick Williams, Planner II (623) 333-4018

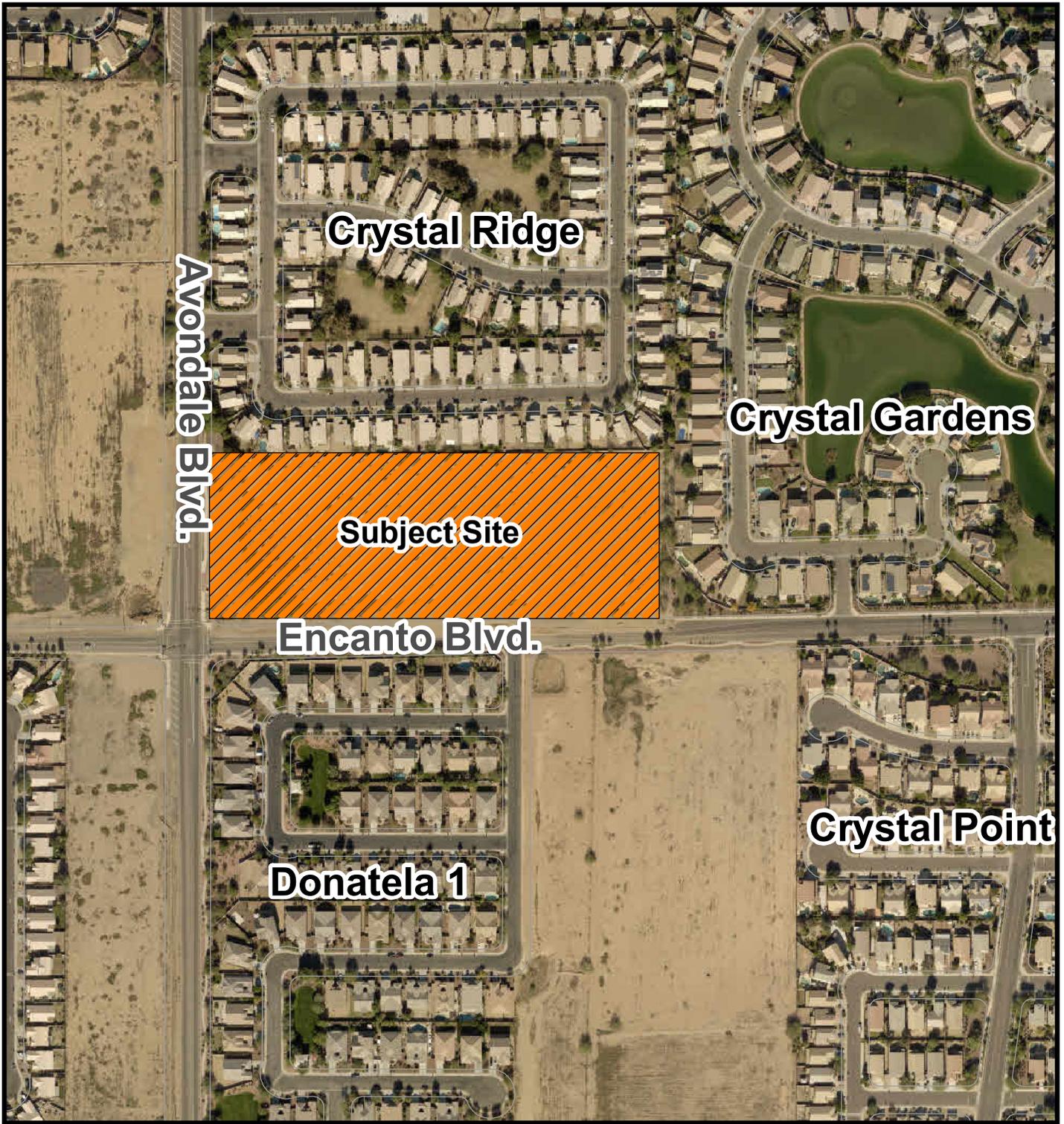


# Zoning Vicinity Map



Subject Property





# Aerial Vicinity Map



Subject Property



*SUMMARY OF RELATED FACTS  
APPLICATION PL-14-0053 SAN VILLAGIO PRELIMINARY PLAT*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 11 acres gross
LOCATION	NEC Avondale Boulevard and Encanto Boulevard
PHYSICAL CHARACTERISTICS	Flat rectangular property
EXISTING LAND USE	vacant
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 6/6/1994
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	PAD – Single-Family Residential Detached Homes (Crystal Ridge)
EAST	PAD – Single-Family Residential Detached Homes (Crystal Gardens)
SOUTH	PAD – Single-Family Residential Detached Homes (Donatela I)
WEST	PAD – Vacant
<i>GENERAL PLAN</i>	
The property is <b>Medium Density Residential</b> (2.5 – 4.0 dwelling units per acre) on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOLS	Canyon Breeze Elementary School
HIGH SCHOOL	Westview High School

<b>Avondale Boulevard</b>	
Classification	Arterial (4-lane)
Existing half-street ROW	55 feet
Standard half-street ROW	65 feet
Existing half-street improvements	1 travel lane, ½ median turn lane, curb and gutter, sidewalk
Standard half-street improvements	2 travel lanes, ½ median turn lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

<b>Encanto Boulevard</b>	
Classification	Minor Collector
Existing half-street ROW	40 feet (20 feet of which is SRP fee title*)
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements (arterial)	1 travel lane, ½ median turning lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

<i>UTILITIES</i>	
<p>There is an existing 16” water line in Avondale Boulevard and a 12” water line in Encanto Boulevard.</p> <p>There is an existing 10” sewer line in Avondale Boulevard.</p> <p>There is a SRP irrigation water line in Encanto Boulevard’s ultimate alignment, approximately mid-point of the half-street abutting San Villagio. *</p>	

\* The SRP irrigation water line is within a USA Fee Title strip of land. USA Fee Title land is land owned by the United States of America and administered by the U.S. Department of the Interior through the Bureau of Land Management through the Salt River Project.

EXHIBIT D – SAN VILLAGIO FINAL PLAT

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39548>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Funding Agreement - Arizona State Fire  
Training Committee

**MEETING DATE:**

12/19/2016

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**TO:** Mayor and Council

**FROM:** Paul Adams

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

To request that the city council approve a cooperative agreement with the Arizona State Fire Training Committee (ASFTC) relating to reimbursement for salary, benefits and related expenses associated with two new staff positions, authorize the addition of two new full-time equivalent grant funded positions to coordinate the Arizona Center for Fire Service Excellence (AzCFSE), transfer \$84,500 of appropriations from the unanticipated special revenue appropriation to the appropriate accounts in the fire and medical department budget, and authorize the direct hire of the two current ASFTC employees subject to the appropriate background checks with an anticipated start date of January 2, 2017.

**BACKGROUND:**

The Arizona State Fire Training Committee (ASFTC) is a 501c3 Arizona non-profit corporation comprised of fire service members from around the state who volunteer their time to support fire service training in Arizona. For nearly 40 years the committee worked closely with the Arizona State Fire Marshals Office to coordinate the annual state fire school which presents over 30 courses to nearly 1000 attendees from around the state over a 4 day period. In addition ASFTC worked closely with the State Fire Marshal to coordinate Arizona's fire service testing and certification system.

Following the economic downturn in 2008 funds gradually began being reduced at the state level to support many services from the State Fire Marshal, including training and certification. In 2010 the legislature swept all funds relating to the training program and, since training and certification was not a statutory mandate, the State Fire Marshal elected to permanently eliminate all fire service training and certification programs and eliminate the two staff positions associated with those programs.

The elimination of these program was a significant blow for Arizona's fire service and became a priority focus of the Arizona Fire Services Institute (AFSI). AFSI is a consensus body made up of the presidents of the five major fire services organizations in Arizona: Arizona Fire Chiefs Association, Professional Firefighters of Arizona, Arizona Fire District Association, Metro Fire Chiefs and Volunteer Firefighters of Arizona. AFSI quickly moved to find a way for Arizona's fire service, through AFSI, to take over and re-establish the training and certification programs that had been eliminated by the state.

By unanimous resolution on February 3, 2010 AFSI created the Arizona Center for Fire Service Excellence (AzCFSE) with the express purpose of re-establishing the fire service training, testing and certification processes in Arizona. AFSI would serve as the policy body and ASFTC would function as the operating body with AzCFSE accomplishing the day-to-day tasks necessary to operate the system.

At the time that AzCFSE was created the Avondale Fire Chief was an active member of ASFTC and approached then City Manager Charlie McClendon with the concept of bringing the two former employees of the state fire marshals office who had managed the training and certification processes on as city employees so that their retirement and other benefits could be continued.

The concept was that ASFTC would reimburse the city for all costs and provide general program guidance. It was subsequently determined that the fee based revenue being generated by ASFTC at that time was sufficient to cover salary costs but could not cover the costs of benefits.

In order to get the new system up and running the two former state employees became private contractors to ASFTC and began operating as AzCFSE. The city manger recognized there was direct value of this effort not only to the state but to the city as well and agreed to provide office space within the fire department and other in-kind support for the program. The AzCFSE office remains within the fire and medical department administrative office building today. In 2014 the two private contractors were converted to full-time employees of ASFTC however, with a group size of only two, the cost of any health or retirement benefit programs remained prohibitive.

The AzCFSE program has been extremely successful and has been formally recognized by the national accrediting bodies as the official testing and certification agency for Arizona. Funding, while still fee based, has steadily increased since 2010 and the center is currently on a firm financial footing. AzCFSE remains today as the only accredited statewide fire service testing and certifying agency not supported by state funds in the country.

#### **DISCUSSION:**

With the steady improvement in the funding of AzCFSE over the past few years ASFTC in late November again approached the city to consider the possibility of converting the ASFTC employees to city employees with the express purpose of coordinating the AzCFSE programs. It was felt that this agreement would help strengthen the AzCFSE program, provide a competitive benefit package to their very dedicated staff and allow them to re-enter the Arizona State Retirement System. The city would be reimbursed for all salary, benefit and other related costs including any travel, supplies or other support not directly provided by ASFTC.

The proposed agreement is based on a similar agreement that has been in place for several years between the City of Prescott and the Arizona Wildfire Academy (a 501c3) wherein a Prescott employee coordinates the annual wildfire academy and coordinates a variety of wildfire training programs throughout the year through the Arizona State Forester.

Since the agreement specifically refers to the existing ASFTC employees staff is seeking council authorization to directly hire the existing ASFTC employees subject to appropriate background checks. Once hired the employees would be subject to all city employment policies and afforded all city employee benefits. General program guidance for AzCFSE would be provided through ASFTC. Based on the salary and duties of the current ASFTC employees an appropriate job description (AzCFSE Program Coordinator) at the appropriate grade would be created within the city compensation and classification system for these positions. The job description will clearly indicate that these are grant funded positions.

A new set of accounts would be created within the fire and medical department budget specific to this program and ASFTC would be invoiced quarterly for all salary, benefit and other related costs for the program for that quarter.

The positions would be treated the same as other city grant funded positions and would be specific to the coordination of AzCFSE. The positions would be eliminated should the agreement with ASFTC not be continued or should the necessary funding not be available. For purposes of city employment the employees would report directly to, and be evaluated by, the fire chief.

Personnel in the fire and medical department are certified through AzCFSE at various levels including Firefighter I & II, Instructor, and Hazardous Materials and will seek other certifications as they become available. Fire and medical personnel also attend various training programs offered through AzCFSE including the annual state fire school. Certification fees and program registration costs will be waived for Avondale fire and medical personnel throughout the term of this agreement and any subsequent renewals. The initial term of the agreement is five years but may be terminated at any point upon 30 days notice by either party.

A viable training, testing and certification program is extremely valuable not only to the Avondale Fire and Medical Department but to the other automatic aid departments that Avondale interacts with and the entire fire service of Arizona. Over the past 6 years Avondale has played a major role in supporting this critical effort and approval of this agreement will be another step in demonstrating Avondale's commitment to being innovative and involved on a regional and statewide basis.

#### **BUDGET IMPACT:**

Staff estimates that \$84,500 of appropriations will be needed to fund the two new full-time equivalent grant-funded positions for the remainder of this fiscal year. If approved, appropriations for these positions and associated activities will come from the unanticipated special revenue appropriation, account 209-5300-00-6990, and be transferred to the appropriate fire and medical department accounts created for the positions and related operating costs.

The City will be reimbursed for all operating costs associated with these positions (i.e., all salary, benefits, and related costs including any travel, supplies and other support not directly provided by ASFTC). Should the agreement or funding be terminated, the positions will be eliminated.

#### **RECOMMENDATION:**

Staff recommends that the city council approve a cooperative agreement with the Arizona State Fire Training Committee (ASFTC) relating to reimbursement for salary, benefits and related expenses associated with two new staff positions, authorize the addition of two new full-time equivalent grant-funded positions to coordinate the Arizona Center for Fire Service Excellence, transfer \$84,500 in appropriation from contingency to the appropriate accounts in the fire and medical department budget and authorize the direct hire of the two current ASFTC employees subject to the appropriate background checks with an anticipated start date of January 2, 2017.

#### **ATTACHMENTS:**

Description

[Funding Agreement](#)

**FUNDING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE ARIZONA STATE FIRE TRAINING COMMITTEE  
FOR  
STATEWIDE FIRE SERVICE CERTIFICATION AND TRAINING PROJECT**

This Funding Agreement (this "Agreement") is made by and between the City of Avondale, an Arizona municipal corporation (the "City") and the Arizona State Fire Training Committee, an Arizona non-profit corporation (the "Committee"). The Committee and the City are referred to herein individually, as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, the Committee and City have a mutual interest in providing fire service certification and training; and

WHEREAS, the Committee, through its' Arizona Center for Fire Service Excellence (the "CFSE"), is recognized by various Arizona fire service associations and the International Fire Service Accreditation Congress as the entity responsible for fire service accreditation and training in Arizona; and

WHEREAS, since 2010, the City has provided support to the Committee in its' training and certification efforts by housing two of the Committee's employees in the Avondale Fire & Medical Department facility; and

WHEREAS, the Committee has funding to support two full-time staff positions and desires to have the City create the positions to employ Committee staff; and

WHEREAS, leveraging its funding with the City will increase the Committee's ability to provide quality training to firefighters in Arizona, including providing support to the Arizona State Fire School and other training venues; and

WHEREAS, the Parties desire to enter into this Agreement to set forth each Party's rights and responsibilities with respect to the City's creation of two City staff positions funded by the Committee (the "Committee Funded Staff").

AGREEMENT

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

1. TERM; TERMINATION

This Agreement shall be effective as of the last date set forth below and shall remain in full force and effect for five years, unless terminated as set forth in this Agreement. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A)

provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Committee to the City for the undisputed portion of its fee due as of the termination date.

## 2. SCOPE OF WORK

Both Parties agree that the sole function of the Committee Funded Staff will be to administer and manage the statewide fire service certification and training program offered through CFSE.

### 2.1 THE COMMITTEE AGREES:

A. To provide funding to the City for the Committee Funded Staff positions, including full salary and benefit expenses, administrative expenses and any other expenses associated with the positions, based on an agreed upon budget jointly developed by the City and Committee (the "Budget"). The Budget must be set prior to January 1 for the ensuing Committee fiscal year and to make any mid-term budgetary adjustments necessary at the beginning of the City fiscal year on July 1 of each year.

B. To directly reimburse the Committee Funded Staff for any related operating, travel and educational expenses for the positions.

C. Subject to the City's direction and control of its employees, provide program guidance and direction for the Committee Funded Staff through the CFSE Executive Director with consent of the Chief of the Avondale Fire & Medical Department (the "Fire Chief").

D. To make payments of the amount designated in the Budget to the City in four, equal quarterly installments over the Committee fiscal year after receiving invoices from the City. Payment will be issued immediately upon receipt of any invoice.

E. To directly provide all other funds necessary to purchase supplies and other needed equipment in support of the certification and training program and the Committee Funded Staff.

F. To waive any program and/or registration fees for Avondale Fire & Medical Department personnel for programs offered through CFSE.

### 2.2 THE CITY AGREES:

A. To create two City staff positions for the Committee Funded Staff. The Committee Funded Staff shall be full-time, regular City employees, subject to availability of funding as provided in this Agreement. The Committee Funded Staff will be afforded all of the rights of City employees and will be subject to all of the City's policies and procedures applicable to City employees.

B. To designate the Fire Chief as the supervisor of the Committee Funded Staff for purposes of City employment.

C. To extend the right of first refusal to existing CFSE employees with respect to the City staff positions created for Committee Funded Staff through this Agreement.

D. To provide Committee Funded Staff with the necessary work space and other day-to-day support normally afforded City employees within the Avondale Fire & Medical Department.

E. To provide four quarterly invoices to the Committee for the Committee Funded Staff positions. The invoices shall detail the full salary and benefit expenses, administrative expenses and any other expenses associated with the positions. The invoices shall also detail any mid-term budgetary adjustments necessary, as set forth in paragraph 2.1(A) above.

F. To immediately notify the Committee of any impacts that would affect the City's ability to maintain the positions for the Committee Funded Staff under this Agreement or impair the Committee Funded Staff's ability to perform its function under this Agreement.

3. PRINCIPAL CONTACTS

NOTE: Principal contact should be the contact person responsible for overseeing all elements of this Agreement including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

Principal Arizona State Fire Training Committee Contacts:

John Hayes, Treasurer  
Arizona State Fire Training Committee  
PO Box 132  
Avondale, AZ 85323  
(623) 293-3053  
[john@azvfris.com](mailto:john@azvfris.com)

Bob Hansen, CFSE Executive Director  
PO Box 132  
Avondale, AZ 85323  
(602) 739-3007  
[bhanses@tollesonaz.gov](mailto:bhanses@tollesonaz.gov)

Principal City of Avondale Contact:  
Paul Adams, Chief of Department  
Avondale Fire & Medical Department  
1825 N 107<sup>th</sup> Avenue  
Avondale, AZ 85392  
(623) 333-6100  
[padams@avondale.org](mailto:padams@avondale.org)

4. NOTICES

Any and all reports, notices, requests or demands given or made upon the Parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

<p><b>City of Avondale</b> David Fitzhugh, City Manager 11465 W Civic Center Drive Avondale, AZ 85323</p> <p>With copy to:</p> <p><b>GUST ROSENFELD P.L.C.</b> One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire</p>	<p><b>Arizona State Fire Training Committee</b> Attn: Chairperson PO Box 132 Avondale, AZ 85323</p>
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or at such other address, and to the attention of such other person or officer, as any party may designate

in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. ATTACHMENTS

A. None

6. INDEMNIFICATION

To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend and hold harmless the other party, their members, directors, officers, employees, agents, and attorneys from and against any and all claims, losses, liability, costs or expenses resulting from the negligent, reckless, or intentional wrongful conduct of the indemnifying Party in the performance of this Agreement. This indemnification shall survive the termination of this Agreement.

7. CANCELLATION FOR CONFLICT OF INTEREST

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

8. NO THIRD PARTY BENEFICIARIES

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a Party to this Agreement.

9. AVAILABILITY OF FUNDS

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

10. EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with all local, state and federal laws relating to equal opportunity and non-discrimination.

11. ISRAEL

The Committee certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

12. E-VERIFY REQUIREMENTS

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

13. AMENDMENTS

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

14. ASSIGNMENT; DELEGATION

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

15. INSURANCE

To the fullest extent permitted by law, the Committee shall name the City, its agents, representatives, officers, directors, officials and employees as additional insured on all insurance coverage for claims arising out of the Committee Funded Staff's performance of CFSE activities pursuant to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the last date and year set forth below.

**ARIZONA STATE FIRE TRAINING COMMITTEE**

Arizona State Fire Training Committee  
PO Box 132  
Avondale, AZ 85323

**CITY OF AVONDALE**

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

\_\_\_\_\_  
**Clay Wood, Chairman**

\_\_\_\_\_  
**David Fitzhugh, City Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## CITY COUNCIL AGENDA

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**SUBJECT:**

Transmission Line Design and Construction Agreement - SRP - 107th Avenue and Van Buren

**MEETING DATE:**

12/19/2016

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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 approve a Transmission Line Design and Construction Agreement with Salt River Project (SRP) to provide design and construction services for the 12 kV overhead lines associated with the 107th Avenue from Roosevelt Street to Van Buren Street Improvement Project in the amount of \$180,430.25 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

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

**DISCUSSION:**

In preparation for the road widening project on 107th Avenue, the existing SRP power lines along this corridor have been relocated by SRP contractors. SRP has multiple utilities (69 kV and 12 kV) on the existing poles. Council has already approved a construction contract to relocate the 69 kV poles and the 12 kV lines. This contract will involve reconnecting the relocated 12 kV lines to the existing 12 kV system, completing all necessary wiring, and removing the existing poles the 12 kV system is currently on.

The scope of work for this contract will includes, but is not limited to:

- Construct and remove risers
- Wires and associated components
- Pulling Enclosure
- Construction engineering

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

**BUDGET IMPACT:**

Funding for this Project in the amount of \$180,430.25 is available in CIP Street Fund Line Item No. 304-1330-00-8420, 107th Avenue, Roosevelt Street to Van Buren Street.

**RECOMMENDATION:**

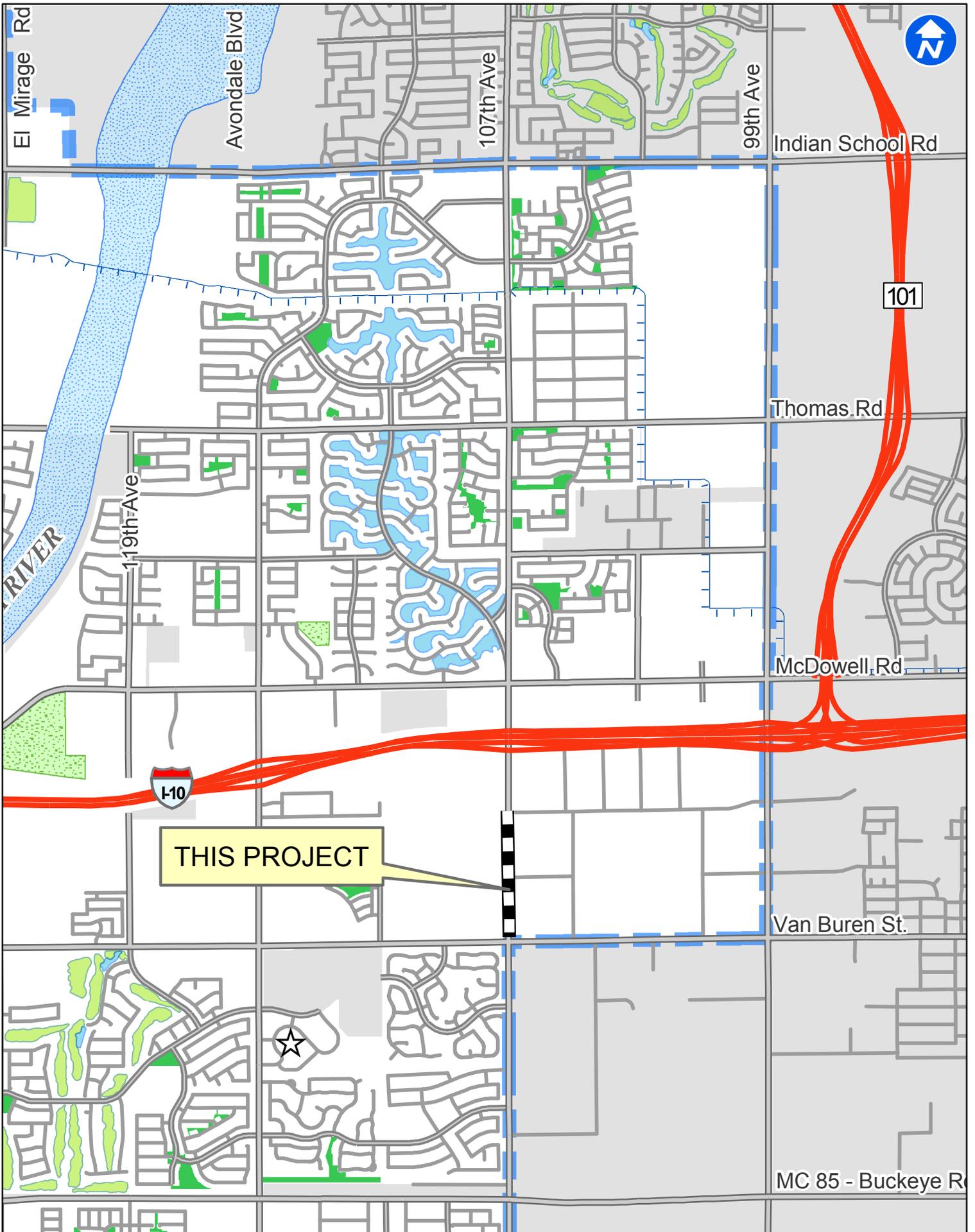
Staff is recommending that the City Council approve a Transmission Line Design and Construction Agreement with Salt River Project (SRP) to provide design and construction services for the 12 kV overhead lines associated with the 107th Avenue from Roosevelt Street to Van Buren Street Improvement Project in the amount of \$180,430.25 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:****Description**

[Vicinity Map](#)

[Agreement - SRP](#)

City of Avondale



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



**Transmission Line Design and Construction Contract**

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

Engineer: (602) 236-0452  
Design Fax: (602) 236-8056

Date:

To: Chris Hamilton  
City of Avondale  
11465 W Civic Center Dr, Ste 280  
Avondale, AZ 85323

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

**Project Name:** 107 AVE AND VAN BUREN - 12kV UG

**Location:** 107 AVE AND VAN BUREN

**City Project Number:**

Upon completion of the design services, SRP shall provide to Customer a set of design drawings for the Project. If Customer desires SRP to proceed with construction of the Project in accordance with the design drawings, Customer shall pay SRP the following design and construction fee:

SRP Job Work Order Number	Description	Cost
T2037568	107 AVE AND VAN BUREN - 12kV UG	\$ 180,430.25
	Amount Paid	\$ 0.00
	<b>Total Due:</b>	\$ 180,430.25

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Customer (i) accepts the design drawings by signing them, (ii) pays SRP the construction fee, and (iii) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project (the "Real Property"). If the deed(s) show that Customer is not the sole owner of all of the Real Property, Customer shall provide written documentation acceptable to SRP that establishes Customer's authority to act on behalf of each of the other owners in connection with the Project before SRP will begin any construction or installation work under this Contract. If Customer is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Customer shall be responsible for paying in advance the estimated additional costs of the redesign work. SRP shall have the right to terminate this Contract if Customer fails to satisfy all of the conditions of this paragraph within thirty days, or if Customer fails to commence construction of the Project within 90 days, after SRP provides the design drawings to Customer.

SRP's delivery of this contract to Customer constitutes an offer to perform the design and construction services based on the terms and conditions set forth in this Contract. Customer may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning an electronic copy to the Engineer/Representative associated with this project and submitting the design fee (in cash or other immediately available funds) along with a copy of the invoice to SRP Customer Accounting at the address below. This offer shall expire if Customer has not signed and returned this Contract to SRP with the design fee on or before 11/28/2016.

**SRP MISCELLANEOUS ACCOUNTS RECEIVABLE**  
**P.O. BOX 80042**  
**Prescott, AZ 86304-8042**

If Customer changes the Project or if there is any change to the information regarding the Project provided by Customer and relied upon by SRP, SRP will charge Customer and Customer shall pay for any additional costs incurred by SRP, including but not limited to design and engineering costs. Such costs may be retained by SRP from any funds previously collected from Customer, or billed directly to Customer, as appropriate.

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

For SRP:

<b>Print Name</b>	<b>Signature, SRP Transmission Line Manager</b>	<b>Date</b>
-------------------	---	-------------

For Customer:

<b>Print Name &amp; Title</b>	<b>Signature</b>	<b>Date</b>
-------------------------------	------------------	-------------

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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Seventh Amendment to the Financial Assistance Agreement - Care1st Health Plan of Arizona, Inc

**MEETING DATE:**

12/19/2016

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

Staff is requesting that the City Council approve the seventh amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. (Care1st) to receive continuing funds for operation of the Care1st Avondale Resource and Housing Center in the amount of \$145,299 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In 2008, the City entered into an agreement with Care1st Health Plan Arizona to operate a resource center under its financial sponsorship. The former Old Town Library building was available and with relatively minor renovations was converted into a resource and housing center.

The first of its kind in the Southwest Valley, this multifaceted hub for human services was established in 2009 through an innovative public and private partnership between Care1st Health Plan Arizona, the City of Avondale and First Things First. Approximately 52 agencies provide an array of services to include, health insurance enrollment, nutrition services, financial and emergency assistance, rental/ mortgage assistance, utility assistance, parenting and early childhood development classes. The Center has experienced a significant increase in utilization of services in the past three years. In FY 2014 58,201 individuals utilized the resources provided at the Center. That number increased to 65,662 in FY15. In FY 16 the Center served more than 73,536 individuals. In an average month, the Care1st Avondale Resource Center serves approximately 6,100 customers, enrolls 300 individuals in AHCCCS, and processes 200 food stamp applications. It should be noted that 36% of the residents were new to the Center in FY16.

With continued funding from Care1st, Avondale staff will continue to identify needed human services and recruit agencies which provide the services needed in the community. The creation of the resource center has complemented the revitalization efforts in Historic Avondale and has attracted other human services funding, specifically from First Things First.

In 2012, Care1st Health Plan Arizona provided funding to replace the aging air conditioning system. In 2013, funding was allocated for approximately half the costs of the roof replacement and the cost of security enhancements for the facility. In 2014, no major renovations were

implemented at the Center. Care1st provided funding for new flooring for the children's play area and the large annex in 2015. In December 2016, Care1st Funding will be utilized to remodel the public restrooms in the main building.

### **DISCUSSION:**

The resource center is managed by staff of the Neighborhood and Family Services Department. The following information listed below is the division of responsibilities for the resource center that are detailed in the agreement.

The City of Avondale will provide the following:

- Use of the building at 328 W. Western Avenue;
- Use of the furniture currently in the building;
- Identification and recruitment of human services and providers to be located in the resource center;
- Management of the resource center facility, operations, and staff;
- Daily oversight of Care1st support staff who are assigned to the resource center;
- Fiscal oversight of the resource center.

Funding from Care1st will:

- Support the salary of the Resource Center Coordinator who is a City employee and is responsible for the day to day center operation;
- Janitorial services and supplies;
- Facility and grounds maintenance including upkeep of the interior garden;
- General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities.

Care1st will provide:

- Annual operating funding for the resource center for the period of January 2017 through December 2017;
- Two support staff members (one full time and one part-time), who will be Care1st employees, who will serve in a reception/clerical capacity and who will be supervised by the Resource Center Coordinator.

Joint City of Avondale and Care1st Responsibilities:

- Work together to provide a comprehensive marketing plan to create awareness by residents in the Southwest Valley of the services provided in the resource center;
- Work together to provide an evaluation plan which will provide both Care1st and the City with accurate, timely, and comprehensive evaluation data.

### **BUDGET IMPACT:**

Care1st will provide a total of \$145,299 (Fund 209-7510) for calendar year 2017.

### **RECOMMENDATION:**

Staff recommends that the City Council approve the seventh amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to continue receiving funds for operation of the Care1st Avondale Resource and Housing Center in the amount of \$145,299 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

### **ATTACHMENTS:**

#### **Description**

[Financial Assistance Agreement](#)

**SEVENTH AMENDMENT  
TO  
FINANCIAL ASSISTANCE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CARE 1ST HEALTH PLAN ARIZONA, INC.**

THIS SEVENTH AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT (this “Seventh Amendment”) is made as of December 19, 2016, between the City of Avondale, an Arizona municipal corporation (the “City”), and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the “Provider”). The City and Provider are also referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

A. The City and Provider entered into a Financial Assistance Agreement, dated November 3, 2008, as amended by that First Amendment, dated December 13, 2010, that Second Amendment, dated January 9, 2012, that Third Amendment, dated January 22, 2013, that Fourth Amendment, dated February 3, 2014, that Fifth Amendment, dated March 2, 2015, and that Sixth Amendment, dated December 14, 2015 (collectively, the “Agreement”), to establish the Resource Center at the Facility to provide the Services to residents of the southwestern valley region. Capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.

B. The City has determined that additional financial assistance is necessary to continue the Services, operate the Resource Center, and improve and maintain the Facility for an additional year (the “Continued Services”).

C. The City and the Provider desire to enter into this Seventh Amendment to renew the Agreement for an additional year and to provide for additional funding for the Continued Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended through December 31, 2017 (the “Renewal Term”). The Parties may renew this Seventh Amendment and the Agreement for successive additional time periods at any time prior to the expiration of the Renewal Term by written amendment.

2. Compensation. The Provider shall provide additional funding to the City in the amount of \$145,299.00 to enable the City to provide the Continued Services (the “Additional Funding”). Provider shall pay one half of the Additional Funding to the City on or before April 20, 2017. Provider shall pay the remaining half of the Additional Funding to the City on July 31, 2017.

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

4. Non-Default. By executing this Seventh Amendment, each Party affirmatively asserts that the other Party is not currently in default, nor has been in default at any time prior to this Seventh Amendment, under any of the terms or conditions of the Agreement. Additionally, the Provider affirmatively asserts that any and all claims, known or unknown, related to the Agreement and existing on or before the date of this Seventh Amendment are forever waived.

5. Conflict of Interest. This Seventh Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, City Manager

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(Affix notary seal here)





## CITY COUNCIL AGENDA

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**SUBJECT:**

Professional Services Agreement Carollo  
Engineers, Inc. Integrated Utility Master Plan

**MEETING DATE:**

12/19/2016

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**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 Carollo Engineers to provide professional engineering services for an Integrated Utility Master Plan in the amount of \$229,592, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**BACKGROUND:**

Over the years, the City has completed various Master Plans evaluating the existing utility systems including recommended improvements to provide for future development. The previous master planning efforts focused on specific areas such as well head treatment (2013), water resources (2010), water reclamation facility (2015), and wastewater collection system (2005). None of these previous efforts considered the water and wastewater systems as a whole.

The purpose of the Integrated Utility Master Plan is to take a comprehensive look at the city's water, wastewater and reclaimed water systems to ensure that the city can continue to manage our water resources in a legal and sustainable manner. The Integrated Utility Master Plan will combine and coordinate all of the previous individual planning efforts while seeking out operation efficiencies and coordinating the needs to support future development.

**DISCUSSION:**

On September 21, 2016 the City released a Request for Statements of Qualifications for the Integrated Utility Master Plan. These statements were received on October 13, 2016. After reviewing the submittals, Carollo Engineers was selected to complete the master plan. The scope of work for this effort will include:

- Review previous Master Plan documents
- Gather and evaluate available water billing records to analyze system demands
- Gather City sewer flow data and supplement with new measurements as required
- Update water and wastewater models with the latest GIS data
- Coordinate with City staff to establish expected population growth and time frames
- Evaluate the City water resources portfolio for anticipated growth and system needs
- Evaluate the City water supply system and distribution systems
- Evaluate the City wastewater collections system

- Evaluate the timing for required expansion of the Water Reclamation Facility in light of the new population growth estimates
- Prepare a list of projects required to support growth for inclusion in the Infrastructure Improvement Plan update in FY 18
- Prepare an updated Capital Improvement Program to be used for budgeting

**BUDGET IMPACT:**

Funds in the amount of \$229,592 are available in the water & sewer operating funds and will be charged to line items 501-9110-00-6180 and 503-9210-00-6180.

**RECOMMENDATION:**

Staff recommends that the City Council enter into a Professional Services Agreement with Carollo Engineers, Inc. to provide professional engineering services for an Integrated Utility Master Plan for \$229,592, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:**

**Description**

[PSA - Carollo Engineers, Inc.](#)

PROFESSIONAL SERVICES AGREEMENT

CAROLLO ENGINEERS – INTERGRATED UTILITY MASTER PLAN

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39539>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Job Order Contracts - Haydon Building Corp.,  
Valley Rain Construction, SDB, Inc. and Hunter  
Contracting Co.

**MEETING DATE:**

12/19/2016

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**TO:** Mayor and Council**FROM:** Kirk Haines, Parks, Recreation and Libraries Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

City Council is requested to approve a Job Order Contract Parent Agreement with each of the four contractors in an amount not to exceed \$1,000,000, for construction management services and improvements at various parks and recreation locations and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**BACKGROUND:**

Job Order Contracting (JOC) is a method to hire quality contractors for a fair price through negotiated agreements. Staff shared many of the advantages to the JOC procurement process at the December 5, 2016 City Council meeting. The benefits to use the JOC process include:

- Efficiency – the speed to get the project shovel ready
- Known end product – fair price, quality outcome, no surprises
- Results based – working within budget and time constraints
- Accountable cost estimates from concept to project close out
- Minimal risk to Avondale
- A positive and proactive approach working together

Staff outlined the JOC recruitment process and followed the appropriate procurement procedures to advertise, recruit and select the best candidates for Avondale. Council provided favorable support of the JOC process and guided staff to move forward with developing the parent agreement with the four construction management companies.

**DISCUSSION:**

At the December 5, 2016 meeting, City Council asked whether any of the firms were registered as Disadvantaged Business Enterprises and the none of the four contractors identified themselves as such on the City's Vendor Information Forms. Council also asked which local agencies use the JOC process. Staff has not found an agency in similar size or larger than Avondale who is not using the JOC process.

The following are a few highlights of the JOC parent agreement:

- Each contract amount allows a maximum \$1 million over the duration of the contract

- Each specific job order will require an additional agreement outlining a specific scope of work for a guaranteed maximum price
- Specific job order contracts will be approved by executive level staff
- Guaranteed maximum price includes all actual project and soft costs
- There is no guaranteed amount of award to any contractor from year to year
- There are no automatic contract extensions without quality performance
- The contract term is one year for each company, with the possibility of four one-year extensions.
- Contracts can range between \$5,000 and \$1,000,000, however, most projects will range between \$75,000 and \$250,000

Staff is requesting Council to approve four JOC parent agreements to help speed up the construction time frame, especially for smaller projects that may require renovation or repair of existing infrastructure and park assets.

**BUDGET IMPACT:**

Based on City Council appropriated fund in the Capital Improvement Program, the amount and size of projects will vary each year.

City Council action is requested to approve a Job Order Contract parent agreement with four different construction contractors in an aggregate amount not to exceed \$1million for each company. As funding is appropriated in the CIP, project would be awarded to the various JOC contractors over a five year period of time (pending annual renewals).

**RECOMMENDATION:**

1) That the Mayor and City Council approve Job Order Contract with Haydon Building Corp. in the amount not to exceed \$1,000,000 for construction management services and improvements at various parks and recreation locations, and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

2) That the Mayor and City Council approve Job Order Contract with Hunter Contracting Co. in the amount not to exceed \$1,000,000 for construction management services and improvements at various parks and recreation locations, and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

3) That the Mayor and City Council approve Job Order Contract with SDB, Inc. in the amount not to exceed \$1,000,000 for construction management services and improvements at various parks and recreation locations, and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

4) That the Mayor and City Council approve Job Order Contract with Valley Rain Construction Corporation in the amount not to exceed \$1,000,000 for construction management services and improvements at various parks and recreation locations, and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Description**

[Job Order Contracts](#)

JOB ORDER CONTRACTS

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

Hunter Contracting Co.

<http://www.avondale.org/DocumentCenter/View/39546>

SDB, Inc.

<http://www.avondale.org/DocumentCenter/View/39545>

Valley Rain Construction Corporation

<http://www.avondale.org/DocumentCenter/View/39544>

Haydon Building Corp.

<http://www.avondale.org/DocumentCenter/View/39547>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3352-1216 - Amendment 3 to  
Intergovernmental Agreement - Maricopa  
County for Workforce Development Services

**MEETING DATE:**

12/19/2016

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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:**

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

**BACKGROUND:**

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

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

**DISCUSSION:**

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

Arizona@Work Avondale Youth Hub provides effective and innovative services to youth that assist youth in making a successful transition to employment and further education. A wide range of activities and services will be available to assist youth, especially at-risk youth, in making a successful transition to adulthood including:

Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention strategies.

- Alternative secondary school
- Summer Employment - Paid and unpaid work experience
- Occupational skill training - Leadership development
- Supportive services
- Adult mentoring
- Follow-up Services
- Comprehensive guidance and counseling

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

**BUDGET IMPACT:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

Description

[Resolution 3352-1216](#)

**RESOLUTION NO. 3352-1216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO YOUTH WORKFORCE DEVELOPMENT SERVICES.

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

SECTION 1. Amendment No. 3 to the Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to providing youth workforce development services (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 19, 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. 3352-1216

[Amendment]

See following pages.



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



- I. Maricopa County (“County”) by and through the Maricopa County Human Services Department and the City of Avondale (“City”) entered into a financial Intergovernmental Agreement (“IGA” or “Agreement”) on December 2, 2013. The purpose of the Agreement was to allow the Human Services Department access to City of Avondale property located at 124 4th Street, Avondale AZ 85323, (the “Center”) to provide youth program services under the Workforce Investment Act of 1998 (the “WIA”). The County and the City may be referred to individually as “Party” or collectively as “Parties.”
- II. The Parties executed Amendment No. 1 on December 18, 2014 renewing the term for one (1) additional one-year term beginning December 1, 2014 and expiring November 30, 2015. Amendment No 2 was executed on or about January 21, 2016 to recognize the change in youth services authority from WIA to Workforce Innovation and Opportunity Act (“WIOA”) and to renew the term of the Agreement for an additional one-year term, beginning December 1, 2016 to November 30, 2016.
- III. The Parties wish to amend the Agreement to permit an extension of the term of the Agreement and improve the facilities as follows:
  - A. Renew the Agreement extending the expiration date from December 1, 2016 to November 30, 2017.
  - B. Permitting the County at its own expense and after securing City-issued permits to make the following facility improvements that maximize service delivery:
    1. Install vandal resistant security lighting fixture and signage; and
    2. Install wall mounted ports that support the County’s IT needs.
- IV. This agreement is subject to A.R.S. §38-511. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement and Amendments thereto remain the same and in full force and effect as approved and amended.

[Signatures on next page]





## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3359-1216 - Amending the Standards of Financial Disclosure for Elected Officials and Declaring an Emergency

**MEETING DATE:**

12/19/2016

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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 adoption of a resolution amending the standards of financial disclosure for local public officials that are consistent with recently enacted legislation.

**BACKGROUND:**

Arizona Revised Statute § 38-545 prescribes that an annual financial disclosure statement should be filed by:

- Seated Council Members should file no later than January 31st covering the previous calendar year
- Any Council Member who is appointed to fill a vacancy should file a financial disclosure statement within 60 days of the appointment for the preceding twelve month period
- Candidates for public office should file at the time of filing their nomination papers for the preceding twelve month period

In 1984, the Avondale City Council adopted Resolution 466 prescribing the standards of financial disclosure for local public officials.

**DISCUSSION:**

During its 52nd Legislative Session the Arizona State Legislature adopted HB 2429 which made changes to the financial disclosure statement form.

Following is a list of the amendment made to the Financial Disclosure Statement:

1. A new category on the statement that requires reporting of certain travel-related expenses. "Travel Related Expenses" is defined as "any costs associated with transportation, food, lodging and registration fees and other expenses directly related to travel to or from a meeting, conference or other event where the public officer is participating in the public officer's official capacity." Any such expenses should be reported accordingly
2. A public officer may choose to provide a home or work address
3. Public officials are no longer required to list their family members by name, but rather as a description of the family member, such as "spouse", "child", etc.

4. Notarization of the Financial Disclosure Statement is no longer required. The statement is now considered a "verified" statement.

Due to the nature and extent of the changes, it is necessary for the Avondale City Council to adopt a resolution prescribing the new standards of financial disclosure for local public officials.

**RECOMMENDATION:**

Staff is recommending adoption of a resolution amending the standards of financial disclosure for local public officials that are consistent with recently enacted legislation.

**ATTACHMENTS:**

**Description**

[Resolution 3359-1216](#)

## **RESOLUTION 3359-1216**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,  
ARIZONA, AMENDING THE STANDARDS OF FINANCIAL DISCLOSURE  
FOR LOCAL ELECTED OFFICIALS; AND DECLARING AN EMERGENCY.

**WHEREAS**, pursuant to the provisions of ARIZ. REV. STAT. § 38-545, as amended, the City of Avondale (the “City”) is required to adopt standards of financial disclosure consistent with the provisions of Title 38, Chapter 3.1, Article 1, Arizona Revised Statutes, as amended; and

**WHEREAS**, on January 3, 1984, the City Council of the City of Avondale (the “City Council”) adopted Resolution No. 466, establishing standards for financial disclosure for the City (the “Original Financial Disclosure Standards”); and

**WHEREAS**, the City Council has determined that the Original Financial Disclosure Standards require an amendment to be consistent with the disclosure forms provided by the State of Arizona; and

**WHEREAS**, the amended financial disclosure requirements hereinafter adopted are, with respect to the City, consistent with such standards of financial disclosure within the meaning of ARIZ. REV. STAT. § 38-545.

**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 following amended standards of financial disclosure for local elected officials are hereby adopted.

SECTION 3. DEFINITIONS. In this Resolution, unless the context otherwise requires:

1. “Business” includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture, LIMITED LIABILITY COMPANY or sole proprietorship.

2. “Compensation” means anything of value or advantage, present or prospective, including the forgiveness of debt.

3. “Controlled business” means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a fifty percent interest.

4. “Dependent business” means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a ten percent interest, and during the preceding calendar year the business received from a single source more than ten thousand dollars and more than fifty percent of its gross income.

5. “Gift” includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. “GIFT” DOES NOT INCLUDE TRAVEL-RELATED EXPENSES THAT ARE PUBLICLY REPORTED AS REQUIRED BY LAW OR POLITICAL CAMPAIGN CONTRIBUTIONS THAT ARE PUBLICLY REPORTED PURSUANT TO TITLE 16, CHAPTER 6.

6. “Local public officer” means a person holding an elective office of the City.

7. “Member of household” means a local public officer’s spouse and any minor child of whom the local public officer has legal custody.

8. “TRAVEL-RELATED EXPENSES” MEANS ANY COSTS ASSOCIATED WITH TRANSPORTATION, FOOD, LODGING AND REGISTRATION FEES AND OTHER EXPENSES DIRECTLY RELATED TO TRAVEL TO, OR FROM, A MEETING, CONFERENCE OR OTHER EVENT WHERE THE LOCAL PUBLIC OFFICER IS PARTICIPATING IN THE LOCAL PUBLIC OFFICER’S OFFICIAL CAPACITY.

SECTION 4. DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT; CONTENTS; EXCEPTIONS.

A. In addition to other statements and reports required by law, every local public officer, as a matter of public record, shall file with the City Clerk on a form prescribed by the City Clerk a verified financial disclosure statement covering the preceding calendar year ending December 31. The statement shall disclose:

1. The name and HOME OR WORK address of the local public officer, WHETHER THE LOCAL PUBLIC OFFICER’S SPOUSE IS A MEMBER OF THE LOCAL PUBLIC OFFICER’S HOUSEHOLD, THE NUMBER OF MINOR CHILDREN WHO ARE MEMBERS OF THE LOCAL PUBLIC OFFICER’S HOUSEHOLD AND ALL NAMES AND ADDRESSES UNDER WHICH EACH DOES BUSINESS. IF DISCLOSURE OF THE IDENTITY OF THE LOCAL PUBLIC OFFICER’S SPOUSE OR MINOR CHILDREN IS OTHERWISE REQUIRED, A LOCAL PUBLIC OFFICER MAY COMPLY WITH THE IDENTIFICATION REQUIREMENT BY USING THE TERM “SPOUSE” OR “MINOR CHILD,” AS APPLICABLE, ~~and each member of his household and all names and addresses under which each does business.~~

2. The name and address of each employer and of each other source of compensation other than gifts amounting to more than one thousand dollars received during the preceding calendar year by the local public officer and members of his household in their own names, or by any other person for the use or benefit of the local public officer or members of his household, a description of the services for which the compensation was received and the nature of the employer's business. This paragraph shall not be construed to require the disclosure of individual items of compensation that constituted a portion of the gross income of the business from which the local public officer or members of his household derived compensation.

3. For a controlled business, a description of the goods or services provided by the business, and if any single source of compensation to the business during the preceding calendar year amounts to more than ten thousand dollars and is more than twenty-five percent of the gross income of the business, the disclosure shall also include a description of the goods or services provided to the source of compensation. For a dependent business the statement shall disclose a description of the goods or services provided by the business and a description of the goods or services provided to the source of compensation from which the dependent business derived the amount of gross income described in Section 13, paragraph 4 ABOVE. If the source of compensation for a controlled or dependent business is a business, the statement shall disclose a description of the business activities engaged in by the source of compensation.

4. The names and addresses of all businesses and trusts in which the local public officer or members of his household, or any other person for the use or benefit of the local public officer or members of his household, had an ownership or beneficial interest of over one thousand dollars at any time during the preceding calendar year, and the name and addresses of all businesses and trusts in which the local public officer or any member of his household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with the amount or value of the interest and a description of the interest, office or relationship.

5. All real property interests and real property improvements, including specific location and approximate size, located in the City, in which the local public officer, any member of his household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value of any such interest, except that this paragraph does not apply to a real property interest and improvements thereon used as the primary personal residence or for the personal recreational use of the local public officer. If a local public officer, any member of his household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, he shall also disclose that the transaction was made and the date it occurred. If the controlled or dependent business is in the business of dealing in real property interests or improvements, disclosure need not include individual parcels or transactions as long as the aggregate value of all parcels of such property is reported.

6. The names and addresses of all creditors to whom the local public officer or members of his household, in their own names or in the name of any other person, owed a debt of more than one thousand dollars or to whom a controlled business or dependent business owed a debt of more than ten thousand dollars which was also more than thirty percent of the total business indebtedness at any time during the preceding calendar year, listing each such creditor. This paragraph shall not be construed to require the disclosure of debts owed by the

local public officer or any member of his household resulting from the ordinary conduct of a business other than a controlled or dependent business. Nor shall disclosure be required of credit card transactions, retail installment contracts, debts on residences or recreational property exempt from disclosure under paragraph 5 of this subsection, debts on motor vehicles not used for commercial purposes, debts secured by cash values on life insurance or debts owed to relatives. It is sufficient disclosure of a creditor if the name and address or a person to whom payments are made is disclosed. If the local public officer, and any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding calendar year, the report shall disclose that the transaction was made and the date it occurred.

7. The identification and amount of each debt exceeding one thousand dollars owed at any time during the preceding calendar year to the local public officer and member of his household in their own names, or to any other person for the use or benefit of the local public officer or any member of his household. The disclosure shall include the identification and amount of each debt exceeding ten thousand dollars to a controlled business or dependent business which was also more than thirty percent of the total indebtedness to the business at any time during the preceding calendar year. This paragraph shall not be construed to require the disclosure of debts from the ordinary conduct of a business other than a controlled or dependent business. If the local public officer, any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding year, the report shall disclose that the transaction was made and the date it occurred.

8. The name of each source of any gift, or accumulated gifts from a single source, of more than five hundred dollars received by the local public officer and members of his household in their own names during the preceding calendar year, or by any other person for the use or benefit of the local public officer or any member of his household except gifts received by will or by virtue of intestate succession, or received by way of distribution from any intervivos or testamentary trust established by a spouse or by an ancestor, of gifts received from any other member of the household or relatives to the second degree of consanguinity. ~~Political campaign contributions shall not be construed as gifts if otherwise publicly reported as political campaign contributions as required by law.~~ TRAVEL-RELATED EXPENSES AND POLITICAL CAMPAIGN CONTRIBUTIONS SHALL NOT BE CONSTRUED AS GIFTS IF OTHERWISE PUBLICLY REPORTED AS REQUIRED BY LAW.

9. A list of all business licenses issued by the City, or by any other governmental agency which requires for its THEIR issuance the consideration of the application for such license by the City Council of the City, to, held by or in which the local public officer or any member of his household had an interest at any time during the preceding calendar year, including the name in which the license was issued, the type of business and its location.

10. A list of all bonds, together with their value, issued by the City, any industrial development authority of the City or any nonprofit corporation organized or authorized by the City held at any time during the preceding calendar year by the local public officer or any member of his household, which bonds issued by a single entity had a value in excess of one thousand dollars. If the local public officer or any member of his household acquired or divested

any bonds during the preceding calendar year which are reportable under this paragraph, the fact that the transaction occurred and the date shall also be shown.

11. THE NAME OF EACH MEETING, CONFERENCE OR OTHER EVENT WHERE THE LOCAL PUBLIC OFFICER IS PARTICIPATING IN THE PUBLIC OFFICER'S OFFICIAL CAPACITY IF TRAVEL-RELATED EXPENSES OF ONE THOUSAND DOLLARS OR MORE WERE INCURRED ON BEHALF OF THE LOCAL PUBLIC OFFICER AND THE TRAVEL-RELATED EXPENSES ARE NOT PAID BY THE LOCAL PUBLIC OFFICER.

B. If an amount or value is required to be reported pursuant to this section, it is sufficient to report whether the amount or value of the equity interest falls within:

1. Category 1, one thousand dollars to twenty-five thousand dollars.
2. Category 2, more than twenty-five thousand dollars to one hundred thousand dollars.
3. Category 3, more than one hundred thousand dollars.

C. This section does not require the disclosure of any information that is privileged by law.

D. The statement required to be filed pursuant to subsection A shall be filed by all persons who qualified as local public officers at any time during the preceding calendar year on or before January 31 of each year, with the exceptions that a local public officer appointed to fill a vacancy shall, within sixty days following his taking of such office, file a financial disclosure statement covering as his annual period the twelve month period ending with the last full month prior to the date of his taking office, AND A LOCAL PUBLIC OFFICER WHOSE FINAL TERM EXPIRES LESS THAN THIRTY-ONE DAYS INTO THE IMMEDIATELY FOLLOWING CALENDAR YEAR MAY FILE THE LOCAL PUBLIC OFFICER'S FINAL FINANCIAL DISCLOSURE AT THE SAME TIME AS THE DISCLOSURE FOR THE LAST IMMEDIATELY PRECEDING YEAR.

E. The City Clerk shall prepare written guidelines, forms and samples for completing the financial disclosure statement required by this section. A copy of the guidelines, forms and samples shall be distributed to each local public officer and shall be made available to each candidate required to file a financial disclosure statement pursuant to Section 35 of this Resolution.

F. ANY STATEMENTS THAT ARE REQUIRED TO BE FILED BY A LOCAL PUBLIC OFFICER PURSUANT TO THIS RESOLUTION ADOPTED PURSUANT TO ARIZ. REV. STAT. § 38-545 MAY BE FILED IN AN ELECTRONIC FORMAT AS PRESCRIBED BY THE SECRETARY OF STATE.

SECTION 5. DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT BY CANDIDATE FOR LOCAL PUBLIC OFFICE. A candidate for local public office as specified in Section 43, paragraph 6 ABOVE, shall file a financial disclosure statement covering the

preceding twelve month period and containing the information described in Section 24 on a form prescribed by the City Clerk at the time of filing nomination papers.

SECTION 6. The immediate operation of the provisions hereof is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the City Council and it is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 19, 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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Ordinance 1615-1216 - Amendment to Chapter 24, Article II and III of the Avondale Municipal Code

**MEETING DATE:**

12/19/2016

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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 the City council adopt an Ordinance amending Chapter 24, Water, Sewer, and Sewage Disposal of the Avondale Municipal Code.

**BACKGROUND:**

Each year, staff reviews the Municipal Code and proposes changes in order to more accurately reflect current practices.

**DISCUSSION:**

Staff proposes to make the following changes to the Municipal Code Chapter 24:

24-17, 24-18 and 24-19: Add the manager's designee to the Code where applicable.

24-46c: Remove this section as it refers to customers forfeiting their deposits if they do not pay their bills after 60 days. The City does not do this in practice, and staff intends to reflect current practice.

24-50: Staff proposes to include language allowing customers to fax or e-mail the City regarding billing disputes. Currently, the Code requires customers to come to City Hall in person. The intent is to improve accessibility.

24-53: Staff proposes to add language "any obstruction" to the Section. This Section refers to obstructions to the City's meters, and specifies "dogs" but not other obstructions. Staff would like to add language clarifying that there are other obstructions.

24-54: This section specifies that the City reads its meters on the 20<sup>th</sup> of each month and bills on the first day of the following month. In reality, the City has four routes, and all are billed on different days in order to spread out the billing and telephone calls, etc.. Staff proposes to remove the specific dates and state that customers are billed monthly and due dates shall be printed on the bills.

24-119.1c and d: Staff proposes to remove this language which refers to customers forfeiting deposits after 60 days. This section also refers to refunding deposits after five years. While staff would like to discuss refunding deposits with the City Council, staff does not currently refund deposits. In addition, this section is referring to sewer deposits in addition to water deposits; the City does not distinguish between water and sewer deposits.

24-116a: Staff proposes to add language allowing staff to inspect premises and test sewer at reasonable times. The reason for this is that the City charges different sewer fees depending upon the strength discharged into the system. Staff wants to make sure that all businesses are categorized and charged correctly.

**BUDGET IMPACT:**

There is no budgetary impact from these changes.

**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance amending the City Code Chapter 24 as stated above.

**ATTACHMENTS:**

**Description**

[Ordinance 1615-1216 Chapter 24 Article II and III-Water and Sewer Payments](#)

**ORDINANCE NO. 1615-1216**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE II, MUNICIPAL WATER SYSTEM AND ARTICLE III, SEWERS AND SEWER DISPOSAL.

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

SECTION 1. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-17 (Management) is hereby amended as follows:

The city manager OR AUTHORIZED DESIGNEE shall have immediate control and management of all things pertaining to the town water works system and shall perform all acts that may be necessary for the prudent, efficient, and economical management and protection of said water works. The council shall have the power to prescribe such other and further rates, rules and regulations as it may deem necessary

SECTION 2. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-18 (Receipts and Deposits) is hereby amended as follows:

The CITY manager OR AUTHORIZED DESIGNEE shall keep a correct account of all receipts, make out all bills for water service and materials furnished to consumers, collect the same, and deposit the proceeds so collected to the credit of the city.

SECTION 3. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 1 (Generally), Section 24-19 (Service Applications) is hereby amended as follows:

(a) ApplicationS for the use of water shall be made in person, at the city hall to the CITY manager OR AUTHORIZED DESIGNEE by the owner or agent of the property to be benefited, designating the location of the property and stating the purpose for which the water may be required.

• • •

SECTION 4. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and

Collection Procedures), Section 24-46 (Security Deposit), Subsection (c) is hereby deleted in its entirety and reserved for future use.

SECTION 5. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-50 (Incorrect Bills Generally) is hereby amended as follows:

Any consumer may present a claim to the city if he believes that he may have received an incorrect water bill. Such claim ~~shall~~ MAY be presented in person at city hall, BY FACSIMILE OR BY EMAIL before such bill becomes delinquent, provided that the consumer may make a claim following payment of ~~his~~ THE bill and ~~his~~ SUCH payment shall not prejudice THE ~~his~~ claim. Such claim shall not exempt the consumer from delinquency penalties if ~~he~~ THEY fail to pay ~~his~~ THEIR bill on time.

SECTION 6. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-53 (Water Meter Failure or Failure to Read Meter) is hereby amended as follows:

If a water meter fails to operate and a reading of the meter cannot be taken, a water bill will be made by the city in an amount based on the average monthly billing of the previous 12 ~~three (3)~~ months. In the event ~~any dog kept~~ ANY OBSTRUCTION on the premises interferes with meter reading by an employee of the city and the meter is not read, a billing will be made by the city in an amount based on the average monthly billing of the previous 12 ~~three (3)~~ months.

SECTION 7. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-54 (Billing, Due Date, Etc.) is hereby amended as follows:

Water meters shall be read ~~on the twentieth day of each month, as nearly as possible,~~ MONTHLY and a separate bill shall be rendered for each meter ~~and mailed on the first day of each succeeding month.~~ All water bills shall be due ~~on the first day of the month following the reading of the meter~~ ON THE DATE PRINTED ON THE BILL. Bills shall become delinquent and service may be discontinued ~~after twenty (20) days~~ following the billing date. The city reserves the right to vary the dates or length of billing period, temporarily or permanently, if necessary or desirable.

SECTION 8. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article III (Sewers and Sewage Disposal), Division 4 (Rates and Charges), Section 24-122 (Inspection and Compliance Monitoring) is hereby added to read as follows:

24-122 – INSPECTION AND COMPLIANCE MONITORING.

(A) UPON PROVIDING THE NOTICE, IDENTIFICATION AND DISCLOSURES AS REQUIRED BY STATE LAW TO BE PROVIDED ON OR BEFORE THE INITIATION OF THE INSPECTION (UNLESS A DIFFERENT TIME FRAME IS ESTABLISHED BY ARIZ. REV. STAT. § 9-833, AS AMENDED), CITY

REPRESENTATIVES MAY ENTER THE PREMISIES OF ANY CUSTOMER TO ASCERTAIN THAT THE CUSTOMER IS COMPLYING WITH ALL PROVISIONS OF THIS ARTICLE. CUSTOMERS SHALL ALLOW THE CITY ACCESS TO ALL PARTS OF ITS PREMISES (1) AT ALL REASONABLE TIMES FOR THE PURPOSES OF INSPECTION, RECORDS EXAMINATION AND COPYING, AND THE PERFORMANCE OF ANY ADDITIONAL DUTIES AND (2) IN ALL EMERGENCIES TO DETERMINE SANITARY HAZARDS, INCLUDING BUT NOT LIMITED TO VIOLATIONS OF THIS ARTICLE. CUSTOMERS MAY ELECT TO HAVE A REPRESENTATIVE ACCOMPANY THE CITY REPRESENTATIVE DURING THE INSPECTION, EXCEPT DURING CONFIDENTIAL INTERVIEWS. THE INSPECTION SHALL BE IN ACCORDANCE WITH STATE LAW.

(B) WHERE A CUSTOMER HAS SECURITY MEASURES IN FORCE WHICH REQUIRE PROPER IDENTIFICATION AND CLEARANCE BEFORE ENTRY ONTO ITS PREMISES, THE CUSTOMER SHALL MAKE NECESSARY ARRANGEMENTS WITH ITS SECURITY PERSONNEL SO THAT, UPON PRESENTATION OF CITY IDENTIFICATION, THE CITY REPRESENTATIVES WILL BE PERMITTED TO ENTER WITHOUT DELAY FOR THE PURPOSES OF PERFORMING SPECIFIC RESPONSIBILITIES.

(C) CITY REPRESENTATIVES MAY SET UPON THE CUSTOMER'S PROPERTY, OR REQUIRE INSTALLATION OF, SUCH DEVICES AS ARE NECESSARY TO PROTECT THE CITY.

SECTION 9. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article III (Sewers and Sewage Disposal), Division 4 (Rates and Charges), Section 24-119.1 (Security Deposits), Subsection (c) and Subsection (d) are hereby deleted in their entirety.

SECTION 10. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona,  
December 19, 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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Public Hearing - Resolution 3353-1216 - Rate  
Schedule for Water and Wastewater User  
Charges

**MEETING DATE:**

12/19/2016

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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 the City Council consider adopting a resolution setting a new rate schedule for water and wastewater user charges effective 12:01 am on January 19, 2017.

**BACKGROUND:**

As part of the FY 2016 utility rate study, staff proposed a six-year utility rate model which included six percent rate increases in both the water and sewer funds on January 19, 2017. Staff reviewed the rate requirements after the FY 2017 operating and capital budgets were adopted on June 20th and confirmed that the six percent increase was still appropriate based upon the current operating and capital needs.

**DISCUSSION:**

Staff reviewed the proposed rate increases with the City Council on October 3 in a Council Work Session. The City Council adopted a Notice of Intent resolution on October 17. The last step in the formal process of increasing rates is to hold a public hearing and adopt an ordinance increasing the rates. The new rates are scheduled to take effect at 12:01 am on January 19, 2017. Staff did much public outreach during this time including the following steps:

1. Three public meetings with the Council
2. Two informal public meetings on October 25th (one during the day and one during the evening)
3. A presentation to the Neighborhood and Family Services Commission meeting on October 26th
4. Social media outreach
5. An article in the West Valley View
6. E-mail blasts to HOAs, schools, and other people who have provided their e-mails

Staff has prepared the attached report for the Council's review; this includes the logic behind the rate study, the rate model methodology, the proposed new rates, and impacts on the average bill. Please see page 6 for the cash flow analysis, and pages 11 and 12 for the proposed rates for both water and sewer.

**BUDGET IMPACT:**

The rate increases will produce an increase of approximately \$400,000 in the water fund and \$265,000 in the sewer fund in the first six months of implementation (January-June, 2017). These figures will be doubled for a full budgetary cycle. These rates will support the operations and capital needs adopted as part of the FY 2017 budget.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution increasing water and sewer rates by six percent each beginning at 12:01 am on January 19, 2017.

**ATTACHMENTS:****Description**

[Water and Sewer Rate Study](#)

[Resolution 3353-1216](#)

WATER AND SEWER RATE STUDY

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39549>

**RESOLUTION NO. 3353-1216**

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, or supporting data has been provided, in the form required by ARIZ. REV. STAT. § 9-511.01(A)(1), 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 on the increased rate, rate component, fee or service charge; (ii) a notice of intention to increase water or wastewater rates or rate components has been adopted; (iii) a public hearing has been held on the proposed increase, not less than 60 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 has been 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 3340-1016, approved by the City Council on October 17, 2016, and was thereafter published in accordance with ARIZ. REV. STAT. § 9-511.01(A)(2); and

**WHEREAS**, the City does not have departments, boards or other subdivisions that are authorized to establish or modify taxes or fees without City Council approval as described in ARIZ. REV. STAT. § 9-499.15(C), but the City has none-the-less provided a written notice of the proposed increase in water and wastewater user charges on the City’s website in a manner the City believes complies with ARIZ. REV. STAT. § 9-499.15(B)(3); and

**WHEREAS**, a public hearing on the proposed increase was held on December 19, 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 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 rate increases recommended therein.

SECTION 3. The increased rates for water and wastewater charges are hereby adopted in the amounts set forth in Exhibit A and Exhibit B, both attached hereto and incorporated herein by reference.

SECTION 4. The increased rates shall take effect at 12:01 a.m. on January 19, 2017.

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, Arizona, December 19, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 3353-1216

[Water Charges]

See following page.

## Water

### Consumption Charges:

**Customer Charge Per Bill-All Users** \$ 3.20

### Single Family Residential and Non-Residential Meter Charges

3/4 Inch Meter	\$ 8.00
1 Inch Meter	\$ 19.90
1.5 Inch Meter	\$ 39.90
2 Inch Meter	\$ 63.80
3 Inch Meter	\$ 119.70
4 Inch Meter	\$ 199.50
6 Inch Meter	\$ 399.00
8 Inch Meter	\$ 638.30
10 Inch Meter	\$ 917.60
Hydrant Meter	\$ 199.50

### Multifamily Residential Meter Charge

Charge per unit (47% of 3/4" Meter Single Family Charge) \$ 3.76

### Single Family Residential Usage Charge Per 1,000 Gallons

1-4	\$ 1.15
5-8	\$ 1.83
9-12	\$ 2.68
13+	\$ 4.20

### Multifamily Residential Usage Charge Per 1,000 Gallons

Charge per unit (47% of single family residential blocks)

0-1.88	\$ 1.15
1.89-3.76	\$ 1.83
3.77-5.64	\$ 2.68
5.65+	\$ 4.20

## Water

### Consumption Charges:

#### Non-Residential Usage Charge Per 1,000 Gallons

##### 3/4" Meter

1-8	\$ 1.83
9-12	\$ 2.68
13+	\$ 4.20

##### 1" Meter

1-20	\$ 1.83
21-30	\$ 2.68
31+	\$ 4.20

##### 1 1/2" Meter

1-40	\$ 1.83
41-60	\$ 2.68
61+	\$ 4.20

##### 2" Meter

1-64	\$ 1.83
65-96	\$ 2.68
97+	\$ 4.20

##### 3" Meter

1-120	\$ 1.83
121-180	\$ 2.68
181+	\$ 4.20

##### 6" Meter

1-400	\$ 1.83
401-600	\$ 2.68
601+	\$ 4.20

Hydrant water (all gallons)	\$ 4.20
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EXHIBIT B  
TO  
RESOLUTION NO. 3353-1216

[Wastewater Charges]

See following page.

## Wastewater

**Per Bill Administrative Charge-All Users**      \$            6.50

<b>User Class</b>	Volume Charge per 1,000 Gallons	Return Factor*
Residential	\$            3.82	80%
Multi-Family	\$            3.82	100%
Mobile Home Park	\$            3.82	80%
Auto Steam Cleaning	\$            11.13	70%
Bakery Wholesale	\$            7.49	80%
Hospital and Convalescence	\$            2.89	80%
Markets with Garbage Disposal	\$            6.89	80%
Repair Shop and Service Station	\$            2.88	80%
Restaurant	\$            7.49	80%
Schools and Colleges	\$            2.30	80%
Bars Without Dining	\$            2.83	80%
Laundromat	\$            2.42	70%
Commercial Laundry	\$            4.13	70%
Car Wash	\$            1.86	70%
Professional Office	\$            2.27	80%
Department Store and Retail	\$            2.49	80%
Hotel With Dining	\$            5.05	80%
Hotel Without Dining	\$            3.22	80%
Mortuaries	\$            6.89	80%

\* The volume of wastewater entering the City's system is calculated as a percentage of billed water usage (the "Return Factor"), which varies by user type.



## CITY COUNCIL AGENDA

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**SUBJECT:** Public Hearing Conditional Use Permit for a  
Personal Wireless Service Facility (PL-15-0067)

**MEETING DATE:** 12/19/2016

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**TO:** Mayor and Council

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

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

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**REQUEST:** The applicant is requesting a Conditional Use Permit (CUP) in conformance with Section 708.B.1.b of the Zoning Ordinance, which requires a CUP for Personal Wireless Service Facilities (PWSF) exceeding 35' in height.

**PARCEL SIZE:** Approximately 874.25 Square Feet

**LOCATION:** Las Ligas Community Park, 12421 W. Lower Buckeye Road

**APPLICANT:** Michael J. Campbell, Campbell AZ, LLC on behalf of Verizon Wireless

**OWNER:** City of Avondale

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### **BACKGROUND:**

In 2000, the City acquired the 8-acre property along Lower Buckeye Road. The City worked with the area residents to develop a park master plan and include their suggestion that the name reflect that of the neighborhood - Las Ligas. The park was ultimately improved with a softball field, volleyball court, basketball court, walking paths, and shaded seating areas.

### **SUMMARY OF REQUEST:**

The Applicant is proposing to construct a "stealth" monopine PWSF within a roughly 874.25 square foot lease area on the southeastern portion of the Las Ligas Community Park. The PWSF would reach an overall height of 70', with a total of 12 antennas mounted at a height of 70', 63', and 57' on the monopine. The monopine has been designed to allow for additional carriers to co-locate. The equipment yard, including the emergency generator and associated equipment with the PWSF site, will be screened from view by a 9'4" high masonry wall and new landscaping. The power and communications cables connecting the PWSF will be internal to the monopine and run underground from the source to the equipment compound and will not be visible. Access to the equipment compound will be provided from 124<sup>th</sup> Avenue near the southeast corner of the park. A 6-foot wide non-vehicular access easement is proposed for repair and maintenance access.

The applicant is requesting a Conditional Use Permit (CUP) in conformance with Section 708.B.1.b of the Zoning Ordinance, which requires a CUP for PWSFs exceeding 35' in height.

### **PARTICIPATION:**

The Applicant conducted two neighborhood meetings. The first meeting was held on Tuesday May 5, 2015 in the Sonoran Room at City Hall. The second meeting was held on Thursday, June 22, 2015 at the Las Ligas Community Park. Both meetings were advertised in the West Valley View and a notification sign was erected on the subject property. Additionally, property owners were notified of the meetings by letters sent by the applicant that were within 500 feet of the city park.

There were no members of the public in attendance at the first meeting on May 5<sup>th</sup>. The second meeting was attended by 8 citizens who were not opposed to a PWSF being located in the park. However, they were unanimously opposed to the proposed location along the northern boundary of the park near Lower Buckeye Road as shown at the meeting. There was discussion with regards to the most appropriate location of the tower within the park. As depicted in the attached site plan (Exhibit F) and the site plan application currently under review by City staff (PL-15-0074), the applicant revised the location of the cell tower to the southeast corner of the site which was one of the preferred locations identified by the community members. Copies of the revised site plan were emailed to the community members present at the meeting. Communicating through a single point of contact, the community members approved the revised location at the southeast corner of the park site. As of the writing of this report, staff has not received any other emails, letters, or phone calls concerning this project. The proposed project has been advertised and a sign posted on site in accordance with Zoning Ordinance requirements. All requisite public notices have been mailed.

### **PLANNING COMMISSION ACTION:**

The Planning Commission conducted a public hearing on this item on November 17, 2016.

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

- Commissioner Ortega asked for clarification regarding problems with the original site. Staff stated that the initial concepts placed the tower in a location near the center of the park that would have divided the park.
- Commissioner Ramos wanted clarification on the timeline of the project. More specifically, why the project has taken so long to get to a public hearing? Staff stated that the project started two years ago and initially targeted a different location outside the park. When that location fell through, the park site was chosen as an alternative, and the design modified to accommodate the concerns of staff and the neighbors.

Upon conclusion of the public hearing, the Commission voted 4-0 to recommend approval of the requested PAD Amendment subject to four staff recommended condition of approval, as follows:

1. The proposed CUP meets the five required findings for a CUP in Section 108 of the Zoning Ordinance.
2. The proposed CUP conforms to the intent and requirements of the Zoning Ordinance and Commercial/Industrial/Multi-Family Design Manual.
3. The conditions of approval are reasonable to ensure conformance with the City's goals and policies and to reduce adverse visual impacts on surrounding property owners as much as is reasonably possible.

## **ANALYSIS:**

Section 708 of the Zoning Ordinance requires that new freestanding PWSFs 35-feet or higher obtain a Conditional Use Permit (CUP). In order to grant a CUP, Section 108.C.2 of the Zoning Ordinance lists five findings that must be met:

**1. That the proposed use (a) is consistent with the land use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.**

(a) The proposed PWSF is compatible with the General Plan. The General Plan Land Use Map identifies the subject site as Open Space and Parks (Exhibit A). The site is a City public park, Las Ligas Community Park (Exhibit C). The proposed PWSF lease area is in an underutilized area of the park and thus will not impede the public's use of the park's amenities (Exhibit F). The proposed PWSF is in conformance with the General Plan Open Space Element Goal 4, which states views of the mountains should be protected. A photo simulation of the proposed PWSF from surrounding adjacent properties shows that the 70' high monopine is compatible with existing live pine trees and does not adversely impact mountain views (Exhibit I). The proposed PWSF will improve wireless quality inside of homes and buildings in the Verizon service area as shown on the coverage maps (Exhibit H).

(b) The proposed PWSF will further the City's general guidelines and objectives for development of the area. A PWSF that uses alternative "stealth" design such as the faux pine tree monopine proposed is in conformance with the Zoning Ordinance and Design Manual to minimize adverse impacts on the surrounding neighborhoods or the church to the immediate south.

(c) The proposed PWSF is consistent with the desired character for the surrounding area. The monopine tree design is compatible with existing live pine trees in the park.

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

(a) The PWSF use will be compatible with land uses in the area. Adjacent uses are recreational in nature, and the PWSF location will not impede use of the park ball field, basketball courts, walking path, or shaded seating areas within the park. Surrounding uses are a church and residential developments. Impacts will be limited to visual as the 70' high monopine is higher than the 40' to 50' high live pines in the area. The photo simulation shows that visual impact to be minimal (Exhibit I).

(b) The proposed PWSF will not be detrimental to persons in the area, adjacent properties, the neighborhood, or the public welfare. The PWSF does not produce light, noise, vibration, dust, or odor. The vertical antennae structure will be disguised as a pine tree to take advantage of surrounding pine trees, and the ground equipment will be screened by a block wall and landscaping.

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

The proposed PWSF does not require any variances. Onsite circulation by the service vehicle will be via public streets and the paved parking lot and on-street parking. An improved surface walkway will be utilized by the service worker to walk to the PWSF from the service vehicle's parking space.

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

No new streets, driveways, or parking areas are required for the proposed PWSF. The vehicular and pedestrian traffic generated by maintenance of the site is minimal, typically involving one service truck with one worker checking on the site once a month.

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

The proposed PWSF meets all of the development standards in the Zoning Ordinance and no additional conditions of approval are required to mitigate potential adverse effects. The two conditions of approval proposed by staff are standard for all CUPs – the development must comply with the plans shown to the Planning Commission and City Council and the CUP will expire in 2 years if a building permit is not obtained.

**FINDINGS:**

- The proposed meets the five required findings for a CUP in Section 108 of the Zoning Ordinance.
- The proposed CUP conforms to the intent and requirements of the Zoning Ordinance and Commercial/Industrial/Multi-Family Design Manual.
- The conditions of approval are reasonable to ensure conformance with the City's goals and policies and to reduce adverse visual impacts on surrounding property owners as much as is reasonably possible.

**RECOMMENDATION:**

It is recommended that the City Council approve Application PL-15-0067, a request for a Conditional Use Permit to allow for a new personal wireless service facility that includes a 70-foot high monopine and associated ground equipment, subject to conditions of approval, and as recommended by the Planning Commission:

1. The Verizon Wireless Las Ligas Community Park personal wireless service facility shall conform to the project narrative and site plan dated September 13, 2016.
2. The Conditional Use Permit approval shall expire two years from the approval date if a permit for construction is not obtained.

**PROPOSED MOTION:**

I move that the City Council accept the findings and recommend **APPROVAL** of application PL-15-0067, a request for a Conditional Use Permit for a Personal Wireless Service Facility, subject to the staff recommended conditions of approval.

**ATTACHMENTS:**

**Description**

[Exhibit A - General Plan Map](#)

[Exhibit B - Zoning Vicinity Map](#)

[Exhibit C - Aerial Vicinity Map](#)

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

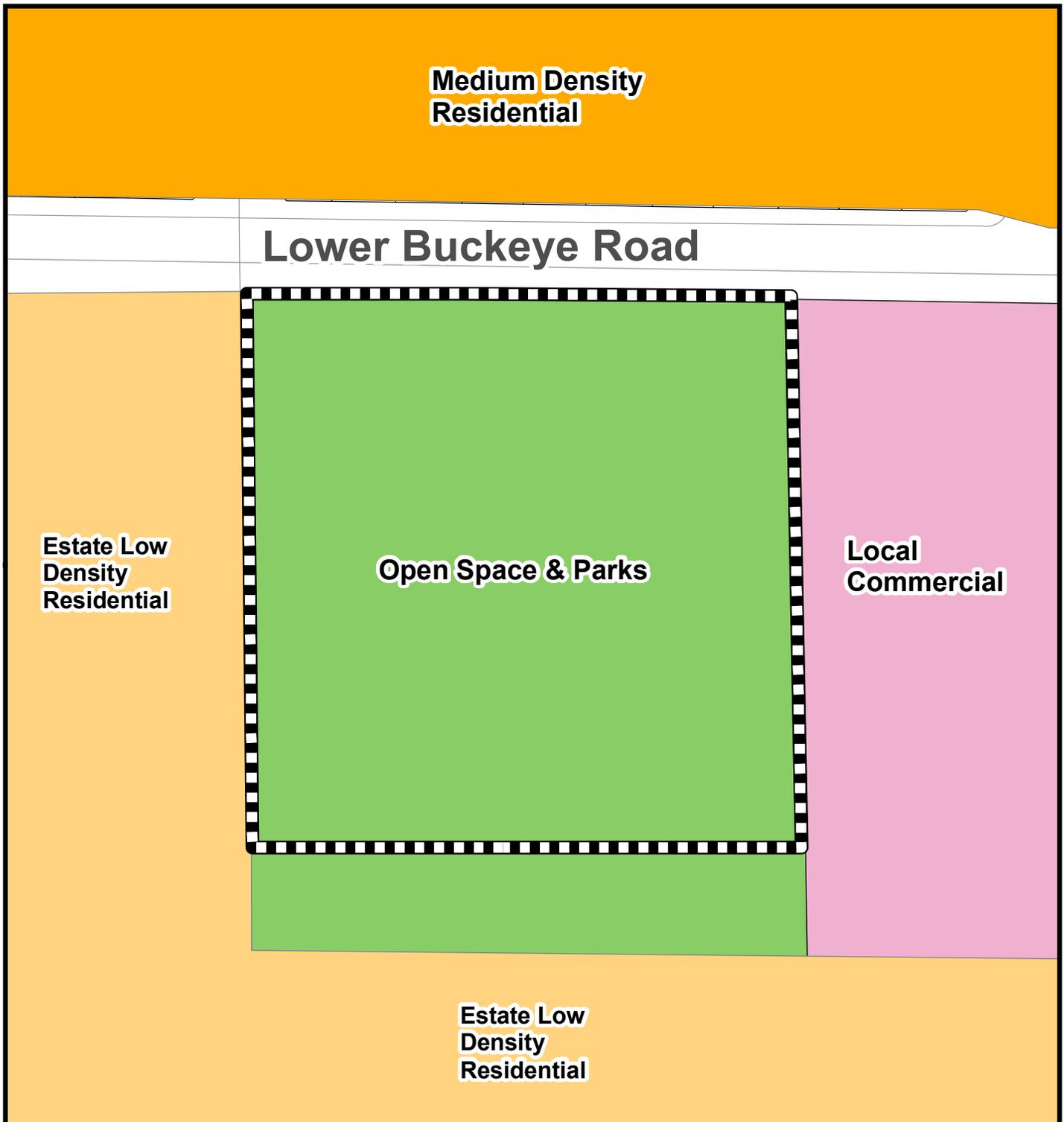
[Exhibit E - Applicants CUP Narrative](#)

[Exhibits F - I](#)

[Exhibit J - Planning Commission Meeting Minutes](#)

**PROJECT MANAGER**

Rick Williams, Planner II (623) 333-4018



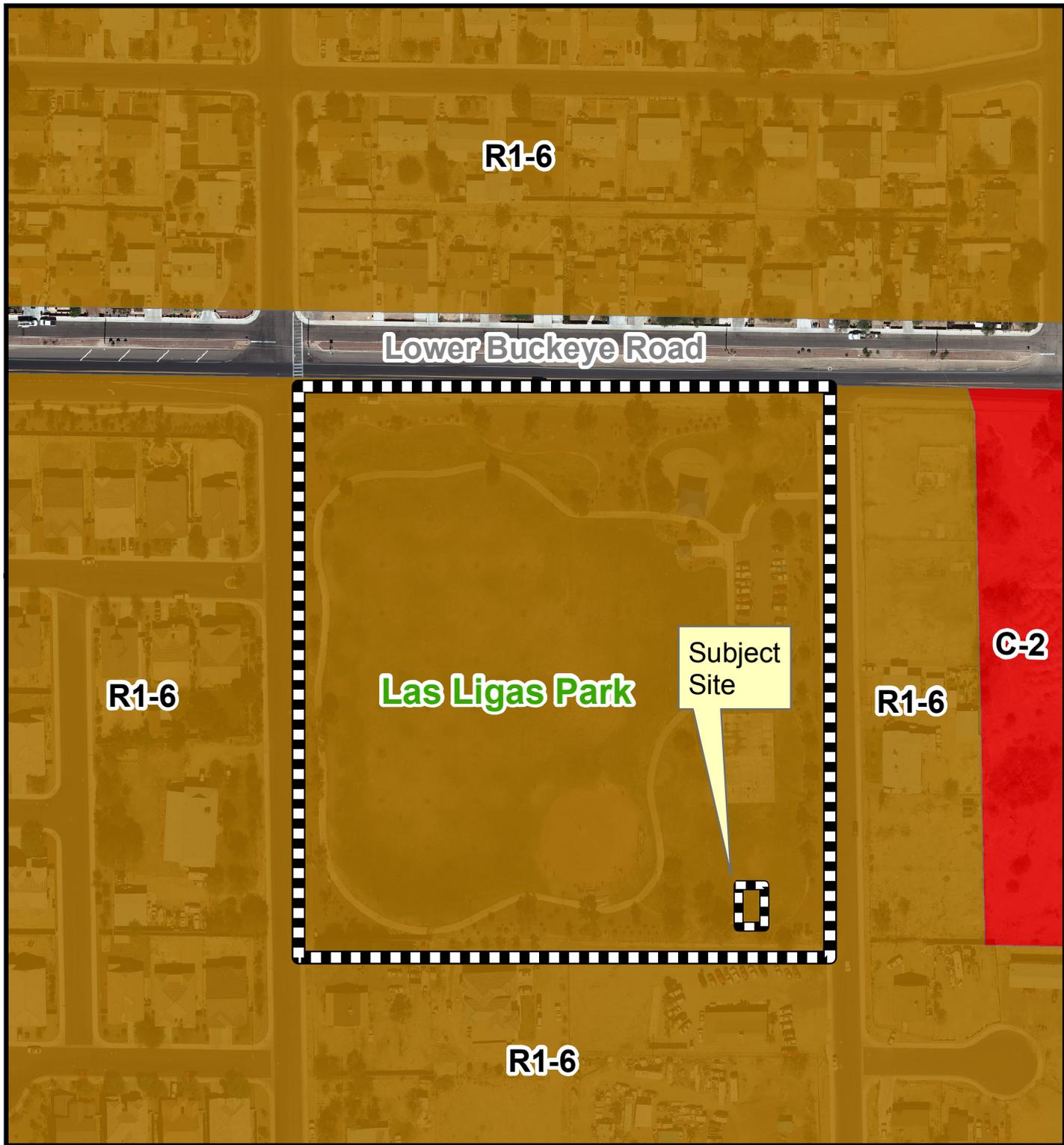
# General Plan Land Use Map

-  Estate Low Density Residential
-  Medium Density Residential
-  Open Space and Parks
-  Local Commercial



**Subject Property**





**Aerial Zoning Map  
Verizon - Las Ligas Park  
PL-15-0067**



**Subject Property**





**Aerial Photograph  
Verizon - Las Ligas Park  
PL-15-0067**



**Subject Property**



*SUMMARY OF RELATED FACTS*  
*APPLICATION PL-16-0139 FRANCIS & SONS EXPRESS CARWASH*

<i>THE PROPERTY</i>	
PARCEL SIZE	819 sf of an 8 - Acre Park Site
LOCATION	Southwest corner of Lower Buckeye Road and 124 <sup>th</sup> Avenue
PHYSICAL CHARACTERISTICS	Square and relatively flat.
EXISTING LAND USE	Community Park
EXISTING ZONING	R1-6
ZONING HISTORY	City of Avondale acquired the property for the park in 2000
DEVELOPMENT AGREEMENT	None

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Rio Vista Residential Development Zoned R1-6
EAST	2 developed and 3 Vacant Residential Lots Zoned R1-6
SOUTH	An Existing Church and then the Las Ligas Residential Development Zoned R1-6
WEST	Regal at Rio Vista Estates Residential Development Zoned R1-6
<i>GENERAL PLAN</i>	
The subject property is designated as <b>Park &amp; Open Space</b> in the 2030 General Plan	

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

<i>STREETS</i>	
<b>Lower Buckeye Road</b>	
Classification	Major Collector
Existing half street ROW	50 feet
Standard half street ROW	50 feet
Existing half street improvements	Existing Pavement
Standard half street improvements	2 vehicular lanes, ½ center turn-lane, bike lane, curb and gutter, detached sidewalk, street lights

*STREETS*

**124<sup>th</sup> Avenue**

Classification	Local Street
Existing half street ROW	25
Standard half street ROW	25 feet
Existing half street improvements	1 vehicular lane, curb and gutter, sidewalk
Standard half street improvements	1 vehicular lane, curb and gutter, sidewalk, and street lights

*UTILITIES*

There is an existing 16” water line in Lower Buckeye Road and a 6” existing water line in 124<sup>th</sup> Avenue.

There are existing 36” sewer lines in Lower Buckeye Road and an 8” existing sewer line in 124<sup>th</sup> Avenue

**CAMPBELL A&Z, LLC**

**PROJECT NARRATIVE**

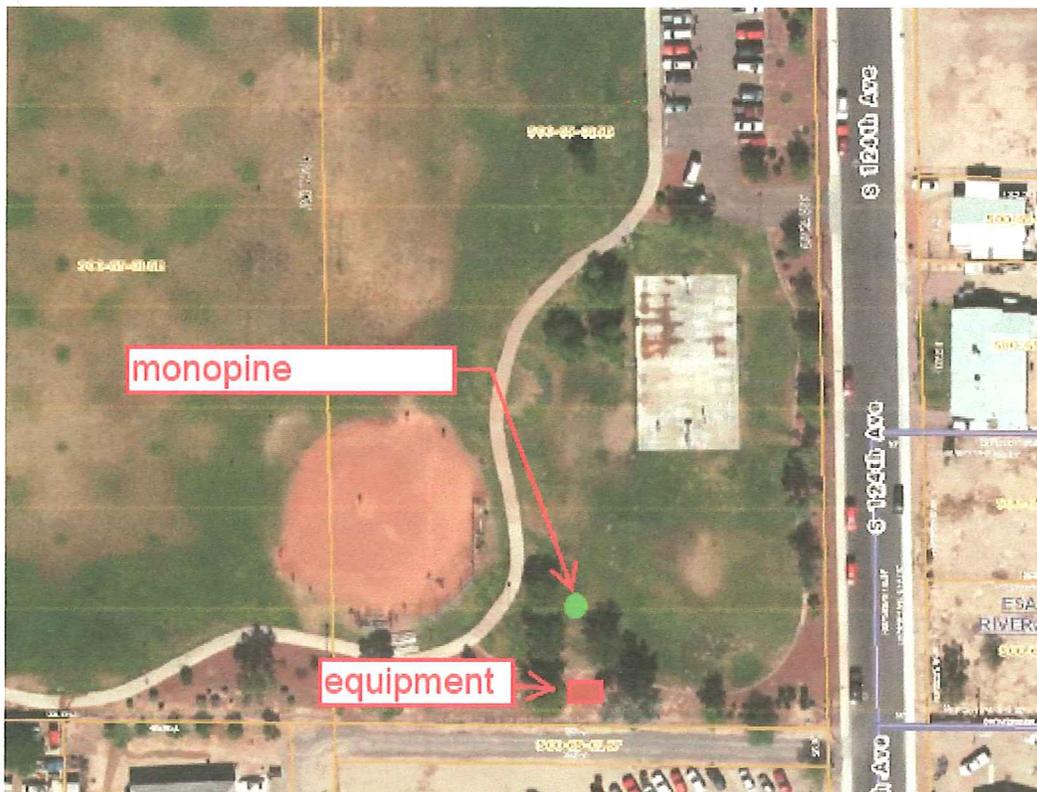
To: Planning & Zoning Department  
City of Avondale

From: Michael J. Campbell

Date: 9/13/16

Re: Narrative Conditional Use Permit & Site Plan Review  
CUP (PL-15-0067) Site Plan (PL-15-0074)  
Wireless Communications Facility  
Verizon PHO Cantada Ranch (Las Ligas Park)  
12421 W. Lower Buckeye Road

Verizon Wireless proposes to develop a 70' tall monopine and associated screened equipment cabinets at the City of Avondale Las Ligas Park, 12421 W. Lower Buckeye Road.



## **CAMPBELL A&Z, LLC**

### **PARCEL INFORMATION:**

APN#500-65-015B

Section 23 Township 1 North, Range 1 West

Zoning District: R1-6

Surrounding Zoning: North: R1-6; South: R1-6, East: R1-6, West: R1-6

Adjacent land uses: N: developed; S: developed; W: developed; E: undeveloped

### **PROJECT:**

- Installation of a new 70' tall monopine with 12 antennas, 2 antennas per sector; 3 sectors mounted at the 63' level and 2 antennas per sector, 3 sectors mounted at the 57' level. The design of the dual rad center allows Verizon to mount the antennas closer to the support pole and obtain their maximum RF coverage objective.
- Installation of a new concrete pad approx 3'x12' for the new Verizon equipment cabinets and an emergency generator, behind a new 9'4" tall cmu block wall. The equipment compound will have a chain link type cover securing the facility.
- Construction of a new 9'4" tall cmu block wall around the Verizon lease area, housing the equipment cabinets and emergency generator. Installation of one 6' wide access gates on the north side of the compound.
- All associated cables will be internal to the monopine and then run underground to the equipment cabinets. The cables will not be visible to the public.
- Installation of new electrical and telco service from the local service providers. The electric and telco service will run underground from the source to the equipment compound.
- The access route will be from 124<sup>th</sup> Avenue, near the southeast corner of the Park. From 124<sup>th</sup> Ave, the tech will park in the 124<sup>th</sup> Ave right-of-way near the southeast corner of the Park. At that location the Verizon site access is a 6' wide non-vehicular access easement that parallels the south property line to the site.
- A temporary 12' Construction Access Easement will be designated over the Park for use by Verizon until the PWSF is operational. Verizon will be responsible for repair and restoration of the turf area per the agreement with the City.

**CONFORMANCE WITH THE ZONING CODE:**

- The proposed 70' tall monopine will exceed the allowable 35' PWSF in the Avondale Ordinance and therefore a Conditional Use Permit process will be required for the new monopalm.
  - **Per Section 708 of the Zoning Ordinance:**
  - **Per Section 708.B.1.b.(1)** vertical elements within ½ mile radius of the proposed site which are : (a) of sufficient height to be used for co-location and (b) eligible for co-location under City requirements. See aerial attached.
  - **Per Section 708.B.1.b.(2)** There were two potential co-location sites, both SRP towers, however the underlying owners were not interested in leasing to Verizon.
  - **Per Section 708.B.1.b.(3)** Map exhibits of (a) coverage gap in signal coverage and (b) the projected signal coverage of the new PWSF. See attached maps.
  - the proposed PWSF will meet the 1:1 setback to all property lines;
    - The setbacks are as follows: approx 545' to the north property line, approx 76' from the south property line, approx 195' from the east property line & approx 150' from the west property line.
  - the proposed PWSF will be designed as an Alternative Structure/stealth design
  - the proposed PWSF will have paved access, 124<sup>th</sup> Ave, and one designated parking space on 124<sup>th</sup> Ave designed per City standards
  - the proposed PWSF ground based equipment will be completely screened by the new cmu block wall and access gates
  - there are no existing PWSFs located within ½ mile of the proposed PWSF
  - there is no viable verticality within ½ mile for collocation purposes for the PWSF
  - the proposed PWSF will have a landscape plan for installation of additional landscape materials.
- 1. Consistent with the General Plan: Personal Wireless Services Facilities/PWSF are permitted in all zoning districts subject to Conditional Use Permit approval.
- 2. Compliant with the Zoning Ordinance: The proposed Verizon PWSF is in compliance with the Zoning Ordinance as the site is being processed under a Conditional Use Permit as required for a PWSF in excess of 35' in height
- 3. General compatibility of the proposed use with the adjacent property: The adjacent parcel to the south is a Church. The proposed PWSF will not have an increase in traffic, noise or light pollution therefore the site will not impact the

## *CAMPBELL A&Z, LLC*

Church. The PWSF is a non-disturbing use of the Park and will provide a benefit to the adjacent properties and surrounding neighbors with enhanced wireless services due to the improved network coverage provided by the site.

4. Site and Building Design: the site design will have a minimal impact on the City Park. The monopine location is amongst existing trees, and the equipment compound is set in non-traffic area of the Park.
5. Ingress & Egress to the site: The site will have two levels of access. One as a Temporary Construction Access path that will run from S. 124<sup>th</sup> Ave to the facility location for the purpose of construction activity. This 12' path is shown on the Site Plan as a Temporary Construction Access Easement and will cease upon the facility receiving a 'green tag' or clearance from the City Building Safety Dept. The 12' path will be restored to the original condition with leveling, irrigation repairs if needed and installation of replacement sod, as needed. Permanent access easement to the PWSF will be from 124<sup>th</sup> Ave across a 6' wide non-vehicular access path that parallels the Park property line on the south side.
6. Internal vehicular circulation: Not applicable as there is no planned vehicular access to the WCF.
7. Pedestrian and alternative vehicle considerations for the proposed use: The Verizon Technician will walk into the site via the designated 6' wide non-vehicular access easement as set forth in the Site Plan.
8. Volume of traffic: the PWSF will not have an increase on traffic in the area once the facility is constructed. Post construction there will be a Verizon Tech that has monthly site visits, and emergency visits as needed.
9. Off-street parking/loading: Other than during the construction process there will not be any off street parking and loading of materials.
10. Impact on public services, including utilities, schools and recreation: The PWSF will not use water or sewer services from the City. The PWSF will contract with the local electric and telco provider with direct billing established. There will be no impact on the local schools and the park area will have minimal impact during the construction period.
11. Screening and buffering of use: the equipment compound will have a new 10' block wall with architectural features per Staff requirements, and additional landscaping around the facility for screening and buffering.
12. Proposed outdoor activities or storage: Not applicable.
13. Hours of operation: The PWSF will operate 24/7.

*CAMPBELL A&Z, LLC*

14. Exterior lighting with reference to adjacent properties: The PWSF will have not have lighting in the equipment compound. The monopine will not have any lighting.
15. Noise, smoke, odor, dust, vibration, or illumination created by the proposed use: The PWSF will not create noise, smoke, odor, dust, vibration or illumination for its proposed use.

**Conditional Use Permit Findings:**

A Conditional Use Permit may only be approved if all the following findings are met:

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

*The General Plan addresses this parcel as 'Public/Civic Use'. By definition in the Plan, the public or quasi public facilities shall provide for the health, safety and welfare of the community. The addition of the wireless facility to this location does help provide for the safety and welfare of the community offering communication services, voice and data, that are vital to the community.*

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

*The proposed wireless communication facility will be compatible with the land uses in and around Las Ligas Park, as the area is largely R1-6 zoning with some commercial lands along Lower Buckeye Road. The lands east of 124<sup>th</sup> Ave are R1-6 and have some mixed use activity onsite. The placement of the wireless communication facility in the alternative design as planned is a positive development for the adjacent and nearby areas. The proposed wireless communication facility will not be detrimental to the residents or commuters in the area, on the contrary, the new wireless facility will enhance the area with improved Verizon network coverage. The improved network will reach the residents in-home with a faster, stronger signal allowing for greatly improved data and voice transmissions. Public safety services will benefit from the improved wireless network for enhanced 911 calling abilities and emergency calls in the area.*

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

*The proposed wireless communication facility is designed such that the facility is adequate for the Verizon equipment cabinets and various ground based equipment, now and in the future. The facility will not impact the Las Ligas Park operations due to the positioning of the facility along the south boundary of the Park property. The facility will not have on site circulation/vehicular traffic. The facility meets the required setbacks, screening, landscaping requirements. The facility parking will be curbside on 124<sup>th</sup> Ave., therefore not impacting the Park property.*

## **CAMPBELL A&Z, LLC**

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

*The proposed wireless facility will not generate traffic. Once the facility is constructed, the traffic is limited to a service technician visit about one time per month.*

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

*The proposed wireless communication facility will be located on City of Avondale property. The lease for the facility will be with the City. The lease incorporates many conditions/provisions that protect the property and the community from potential adverse effects of the facility.*

### **Verizon Facility Future Need and Co-location:**

The proposed Verizon antenna arrays with dual rad centers holding two antennas per sector, three sectors each for a total of twelve antennas is designed for maximum capacity. The Verizon equipment compound has adequate room for additional Verizon equipment cabinets, if needed. The Verizon compound is however limited to use by Verizon, therefore a co-locating carrier would need to obtain ground space from the City of Avondale. Co-location on the monopine is viable. A second carrier would be located approx 10' below the lower Verizon rad center, at approx 47' on the monopine.

### **Summary:**

The proposed Verizon 70' tall co-locatable monopine wireless communication facility meets the City Wireless Zoning Ordinance under the Conditional Use Permit process and is compatible with the General Plan.

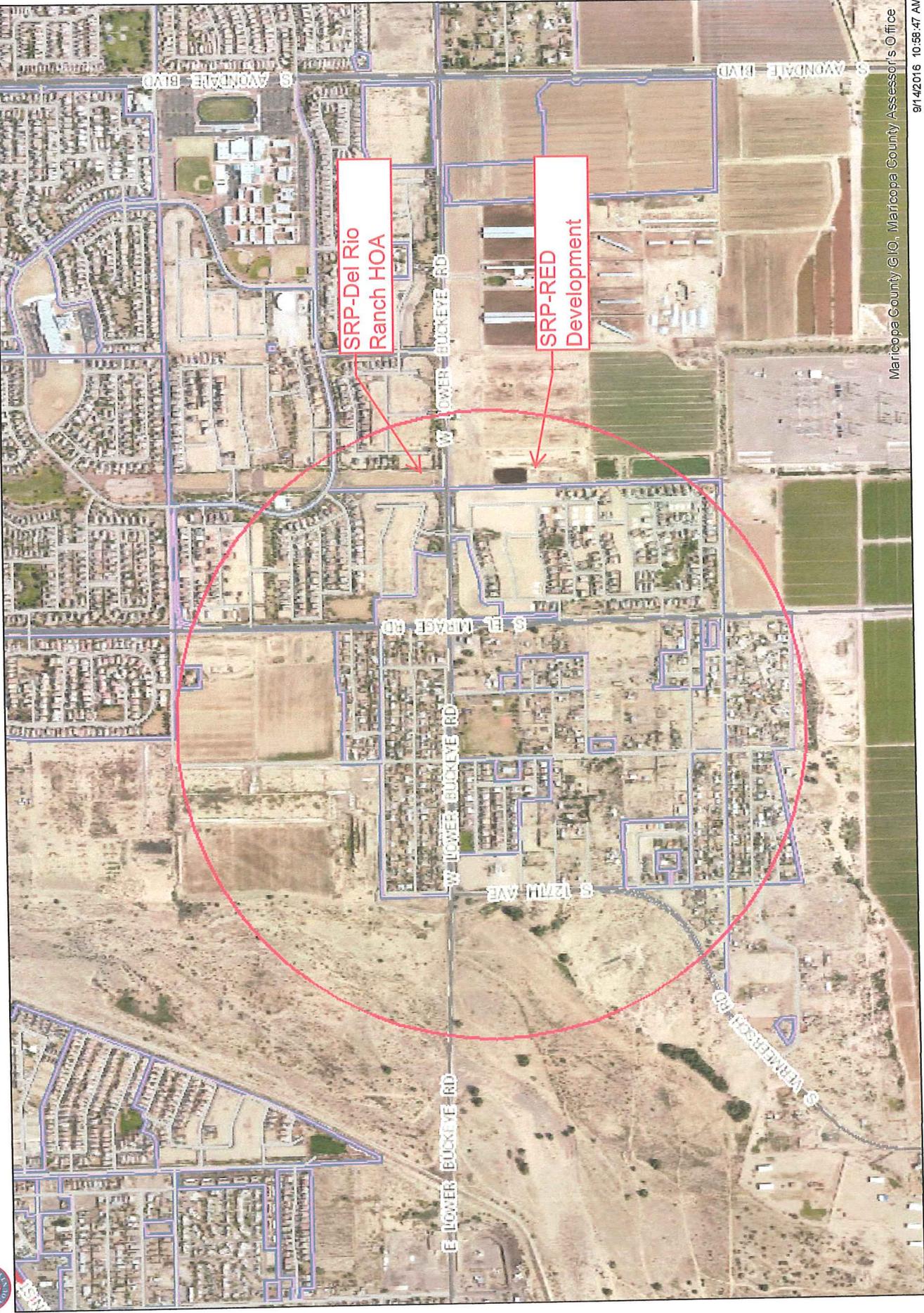
The location of the facility was agreed to during the neighborhood participation meeting and subsequent communications as being the location with minimal impact on Las Ligas Park. The Parks and Recreation Department will benefit from the facility with assistance from Verizon to improve the Park lighting system. The addition of the wireless facility to this location does help provide for the safety and welfare of the community offering communication services, voice and data, that are vital to the community.

On behalf of Verizon Wireless, I respectfully submit this Conditional Use Permit Narrative for review, comment and consideration for approval of the proposed co-locatable wireless communication facility monopine.

Sincerely,

  
Michael J Campbell  
Campbell A&Z, LLC

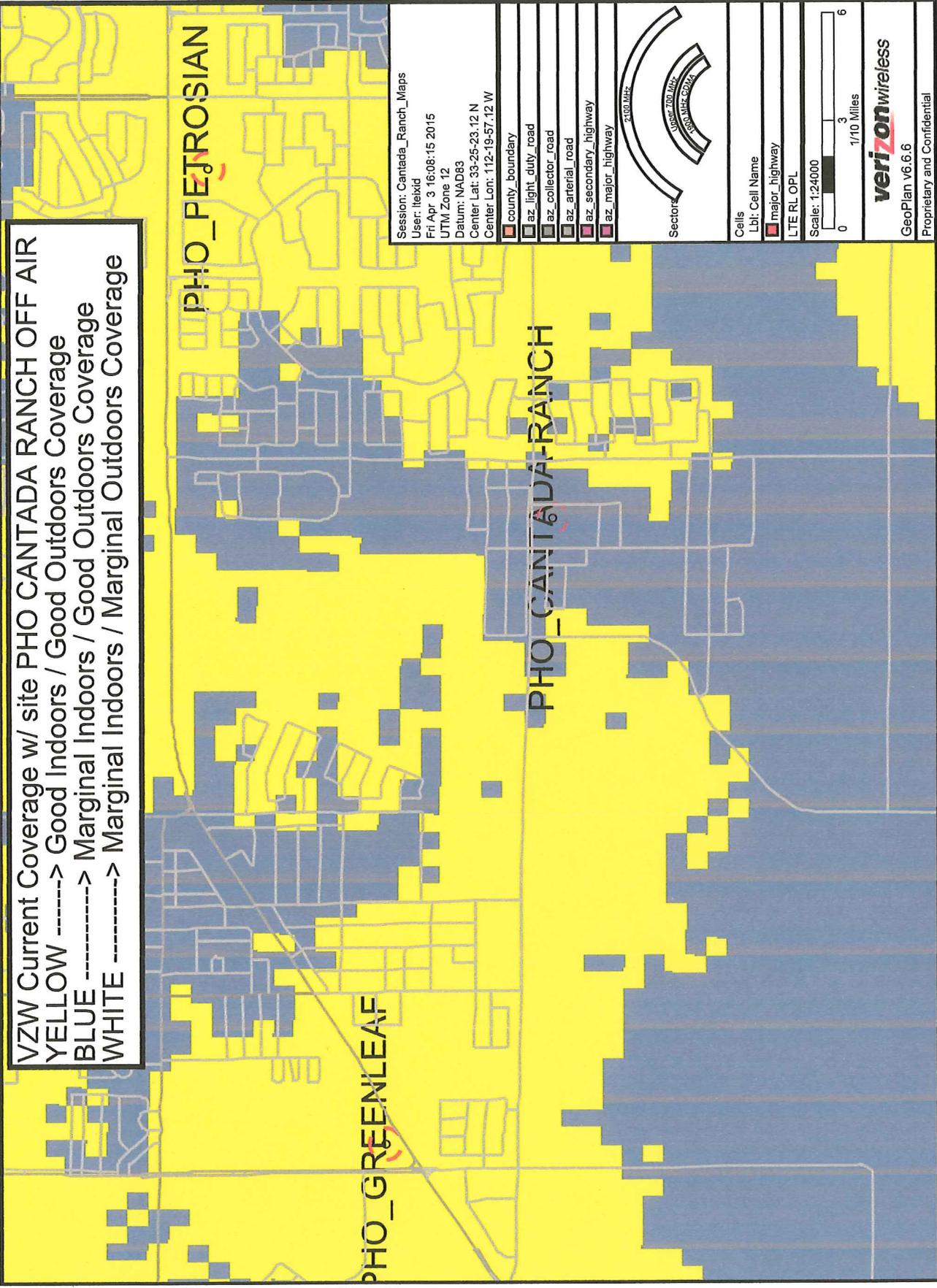
# Map



SRP-Del Rio  
Ranch HOA

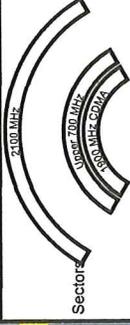
SRP-RED  
Development

VZW Current Coverage w/ site PHO CANTADA RANCH OFF AIR  
 YELLOW -----> Good Indoors / Good Outdoors Coverage  
 BLUE -----> Marginal Indoors / Good Outdoors Coverage  
 WHITE -----> Marginal Indoors / Marginal Outdoors Coverage

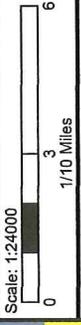


Session: Cantada\_Ranch\_Maps  
 User: lhelld  
 Fri Apr 3 16:08:15 2015  
 UTM Zone 12  
 Datum: NAD83  
 Center Lat: 33-25-23.12 N  
 Center Lon: 112-19-57.12 W

- az\_light\_duty\_road
- az\_collector\_road
- az\_arterial\_road
- az\_secondary\_highway
- az\_major\_highway
- county\_boundary

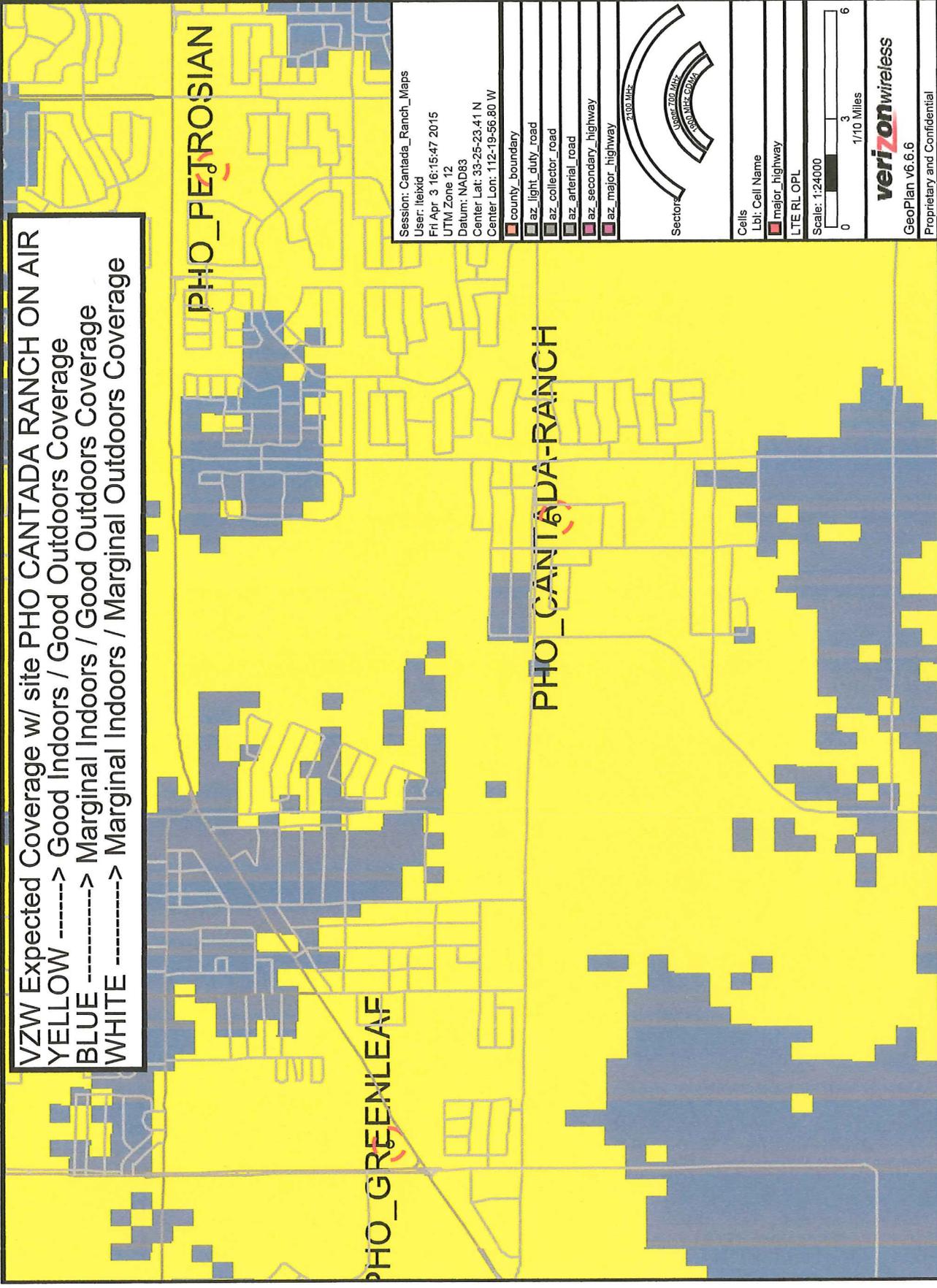


Cells  
 Lbt: Cell Name  
 major\_highway  
 LTE RL OPL



**verizon**wireless  
 GeoPlan v6.6.6  
 Proprietary and Confidential

VZW Expected Coverage w/ site PHO CANTADA RANCH ON AIR  
 YELLOW -----> Good Indoors / Good Outdoors Coverage  
 BLUE -----> Marginal Indoors / Good Outdoors Coverage  
 WHITE -----> Marginal Indoors / Marginal Outdoors Coverage



Session: Cantada\_Ranch\_Maps  
 User: lleixid  
 Fri Apr 3 16:15:47 2015  
 UTM Zone 12  
 Datum: NAD83  
 Center Lat: 33-25-23.41 N  
 Center Lon: 112-19-56.80 W

- county\_boundary
- az\_light\_duty\_road
- az\_collector\_road
- az\_arterial\_road
- az\_secondary\_highway
- az\_major\_highway

Sectors

Cells

- Lbl: Cell Name
- major\_highway
- LTE RL OPL

Scale: 1:24000  
 0 3 6  
 1/10 Miles

**verizon**wireless  
 GeoPlan v6.6.6  
 Proprietary and Confidential

LEGAL DESCRIPTION FOR  
PHO CANTADA RANCH TEMPORARY CONSTRUCTION ACCESS EASEMENT

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER BEARS NORTH 89°06'47" WEST, 2596.11 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89°06'47" WEST, 649.03 FEET;

THENCE CONTINUING NORTH 89°06'47" WEST, 30.02 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 01°04'10" EAST, 33.02 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD WITH THE WESTERLY RIGHT OF WAY LINE OF 124TH AVENUE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°04'10" EAST, 553.66 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID LINE NORTH 90°00'00" WEST, 77.37 FEET;

THENCE SOUTH 52°32'55" WEST, 57.24 FEET;

THENCE NORTH 89°59'53" WEST, 30.00 FEET TO THE POINT OF TERMINUS;

SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

CONTAINING 1974.70 SQUARE FEET OR 0.045 ACRES MORE OR LESS.



EXPIRES 03/31/18

Title: TEMPORARY CONSTRUCTION  
ACCESS EASEMENT

Project #: 09001595

Date: 09/02/16

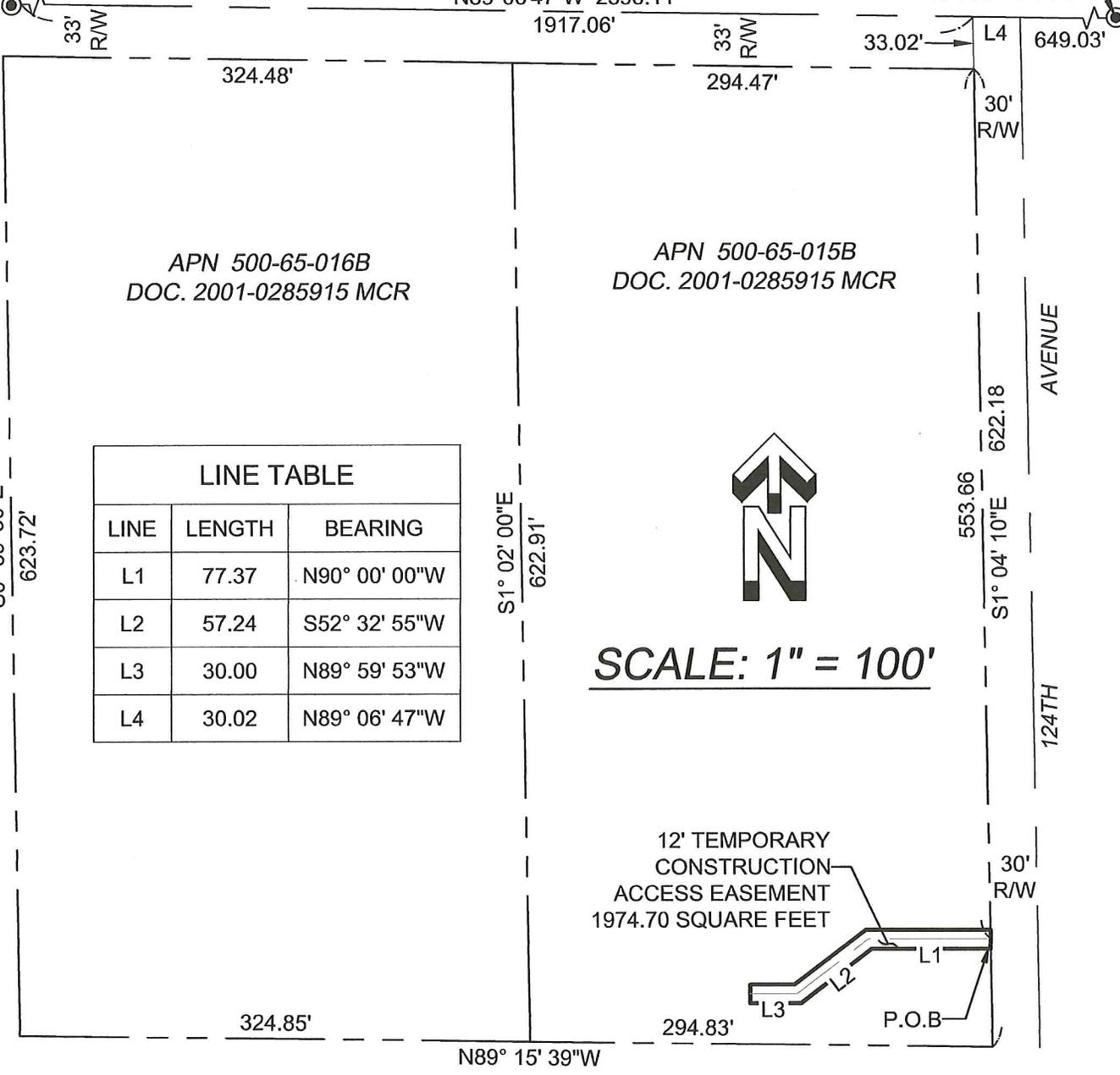
Page: 1 OF 2



N 1/4 COR. SEC 23  
T. 1 N. R. 1 W. LOWER

BUCKEYE  
ROAD  
N89°06'47"W 2596.11'  
1917.06'

P.O.C  
NE. COR. SEC 23  
T. 1 N. R. 1 W.



APN 500-65-016B  
DOC. 2001-0285915 MCR

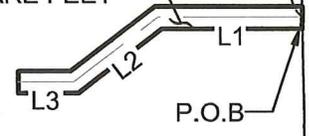
APN 500-65-015B  
DOC. 2001-0285915 MCR

LINE TABLE

LINE	LENGTH	BEARING
L1	77.37	N90° 00' 00"W
L2	57.24	S52° 32' 55"W
L3	30.00	N89° 59' 53"W
L4	30.02	N89° 06' 47"W

SCALE: 1" = 100'

12' TEMPORARY  
CONSTRUCTION  
ACCESS EASEMENT  
1974.70 SQUARE FEET



S0° 59' 50"E  
623.72'

S1° 02' 00"E  
622.91'

S1° 04' 10"E  
553.66'

124TH AVENUE  
622.18'

324.85'

294.83'

N89° 15' 39"W



Title: TEMPORARY CONSTRUCTION  
ACCESS EASEMENT

Project #: 09001595

Date: 09/02/16

Page: 2 OF 2

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EXPIRES 03/31/18

LEGAL DESCRIPTION FOR  
PHO CANTADA UTILITY EASEMENT 1

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER BEARS NORTH 89°06'47" WEST, 2596.11 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89°06'47" WEST, 649.03 FEET;

THENCE CONTINUING NORTH 89°06'47" WEST, 30.02 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 01°04'10" EAST, 33.02 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD WITH THE WESTERLY RIGHT OF WAY LINE OF 124TH AVENUE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°04'10" EAST, 553.66 FEET;

THENCE DEPARTING SAID LINE NORTH 90°00'00" WEST, 77.37 FEET;

THENCE SOUTH 52°32'55" WEST, 57.24 FEET;

THENCE NORTH 89°59'53" WEST, 30.00 FEET;

THENCE SOUTH 00°00'07" WEST, 6.00 FEET;

THENCE SOUTH 89°58'10" EAST, 7.68 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°00'00" EAST, 39.32 FEET TO THE POINT OF TERMINUS.

SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

CONTAINING 196.80 SQUARE FEET OR 0.005 ACRES MORE OR LESS.



EXPIRES 03/31/18

Title: UTILITY EASEMENT 1

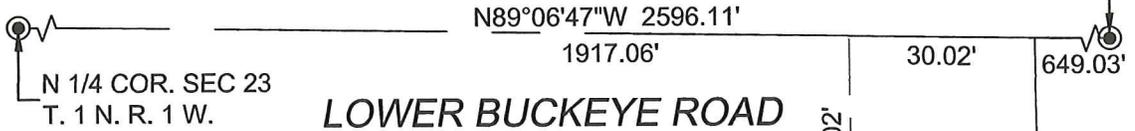
Project #: 09001595

Date: 09/02/16

Page: 1 OF 2



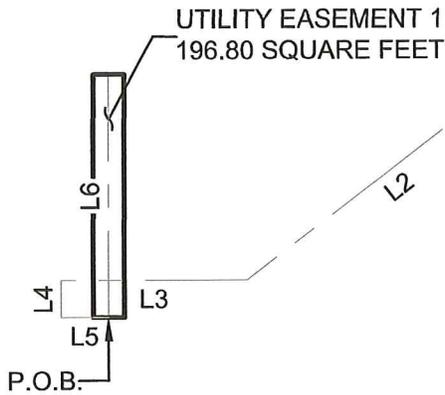
P.O.C. NE. COR. SEC 23  
T. 1 N. R. 1 W.



**LOWER BUCKEYE ROAD**

LINE TABLE		
LINE	LENGTH	BEARING
L1	77.37	N90° 00' 00"W
L2	57.24	S52° 32' 55"W
L3	30.00	N89° 59' 53"W
L4	6.00	S0° 00' 07"W
L5	7.68	S89° 58' 10"E
L6	39.32	N0° 00' 00"E

APN 500-65-015B  
DOC. 2001-0285915 MCR



**SCALE: 1" = 30'**

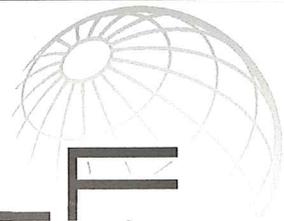


Title: UTILITY EASEMENT 1

Project #: 09001595

Date: 09/02/16

Page: 2 OF 2



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LEGAL DESCRIPTION FOR  
PHO CANTADA ACCESS/UTILITY EASEMENT 2

A 6.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER BEARS NORTH 89°06'47" WEST, 2596.11 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89°06'47" WEST, 649.03 FEET;

THENCE CONTINUING NORTH 89°06'47" WEST, 30.02 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 01°04'10" EAST, 33.02 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD WITH THE WESTERLY RIGHT OF WAY LINE OF 124TH AVENUE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°04'10" EAST, 617.65 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID LINE NORTH 90°00'00" WEST, 120.34 FEET;

THENCE NORTH 00°00'00" EAST, 24.42 FEET TO THE POINT OF TERMINUS.

SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

CONTAINING 868.37 SQUARE FEET OR 0.020 ACRES MORE OR LESS.



EXPIRES 03/31/18

Title: ACCESS/UTILITY  
EASEMENT 2

Project #: 09001595

Date: 09/02/16

Page: 1 OF 2



P.O.C NE. COR. SEC 23  
T. 1 N. R. 1 W.

N89°06'47"W 2596.11'

1917.06'

30.02'

649.03'

N 1/4 COR. SEC 23  
T. 1 N. R. 1 W.

**LOWER BUCKEYE ROAD**

33.02'

30'  
R/W

APN 500-65-015B  
DOC. 2001-0285915 MCR

617.65  
S1° 04' 10"E  
622.18

AVENUE



SCALE: 1" = 30'

124TH

UTILITY EASEMENT 2  
868.37 SQUARE FEET

N90° 00' 00"W  
120.34'

30'  
R/W

N0° 00' 00"E  
24.42'

P.O.B.



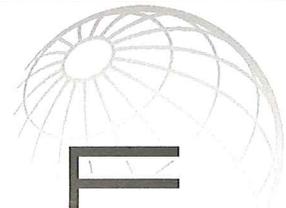
EXPIRES 03/31/18

Title: ACCESS/UTILITY  
EASEMENT 2

Project #: 09001595

Date: 09/02/16

Page: 2 OF 2



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LEGAL DESCRIPTION FOR  
PHO CANTADA RANCH LEASE AREA 1

A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER BEARS NORTH 89°06'47" WEST, 2596.11 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89°06'47" WEST, 649.03 FEET;

THENCE CONTINUING NORTH 89°06'47" WEST, 30.02 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 01°04'10" EAST, 33.02 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD WITH THE WESTERLY RIGHT OF WAY LINE OF 124TH AVENUE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°04'10" EAST, 540.16 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 90°00'00" WEST, 61.25 FEET;

THENCE SOUTH 52°32'55" WEST, 77.24 FEET;

THENCE NORTH 89°58'51" WEST, 29.33 FEET;

THENCE SOUTH 00°00'00" EAST, 6.01 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 10.67 FEET;

THENCE NORTH 90°00'00" EAST, 29.33 FEET;

THENCE NORTH 00°00'00" EAST, 10.67 FEET;

THENCE NORTH 90°00'00" WEST, 29.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 312.89 SQUARE FEET OR 0.007 ACRES MORE OR LESS.



EXPIRES 03/31/18

Title: LEASE AREA 1

Project #: 09001595

Date: 11/17/15

Page: 1 OF 2



NE. COR. SEC 23  
T. 1 N. R. 1 W.

N89°06'47"W 2596.11'  
1917.07'

N 1/4 COR. SEC 23  
T. 1 N. R. 1 W.

LOWER BUCKEYE ROAD

30.02' 649.03'

33.02'

540.16'

622.18'

N1° 04' 10"W

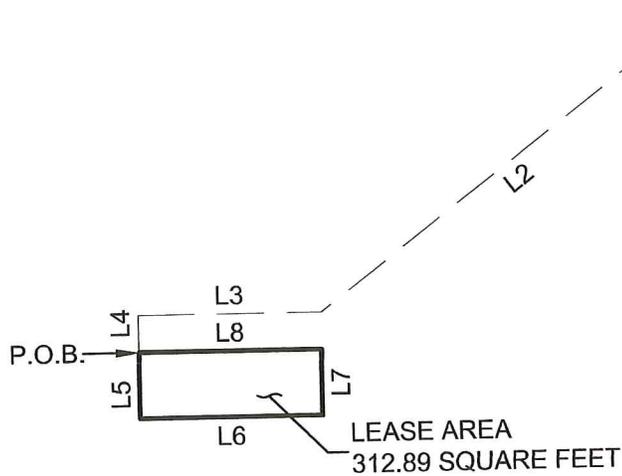
AVENUE

124TH

30'  
R/W'

APN 500-65-015B  
DOC. 2001-0285915 MCR

LINE TABLE		
LINE	LENGTH	BEARING
L1	61.25	N90° 00' 00"W
L2	77.24	S52° 32' 55"W
L3	29.33	N89° 58' 51"W
L4	6.01	S0° 00' 00"E
L5	10.67	S0° 00' 00"E
L6	29.33	N90° 00' 00"E
L7	10.67	N0° 00' 00"E
L8	29.33	N90° 00' 00"W



SCALE: 1" = 30'



EXPIRES 03/31/18

Title: LEASE AREA 1

Project #: 09001595

Date: 11/17/15

Page: 2 OF 2

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LEGAL DESCRIPTION FOR  
PHO CANTADA LEASE AREA 2

A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER FROM WHICH THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER BEARS NORTH 89°06'47" WEST, 2596.11 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89°06'47" WEST, 649.03 FEET;

THENCE CONTINUING NORTH 89°06'47" WEST, 30.02 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 01°04'10" EAST, 33.02 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD WITH THE WESTERLY RIGHT OF WAY LINE OF 124TH AVENUE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 01°04'10" EAST, 540.16 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 90°00'00" WEST, 61.25 FEET;

THENCE SOUTH 52°32'55" WEST, 77.24 FEET;

THENCE NORTH 89°58'51" WEST, 22.33 FEET;

THENCE NORTH 00°00'00" EAST, 31.98 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 10.41 FEET;

THENCE NORTH 00°00'00" EAST, 22.50 FEET;

THENCE NORTH 90°00'00" EAST, 22.50 FEET;

THENCE SOUTH 00°00'00" EAST, 22.50 FEET;

THENCE NORTH 90°00'00" WEST, 12.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 506.25 SQUARE FEET OR 0.012 ACRES MORE OR LESS.



EXPIRES 03/31/18

Title: LEASE AREA 2

Project #: 09001595

Date: 11/17/15

Page: 1 OF 2



NE. COR. SEC 23  
T. 1 N. R. 1 W.

N89°06'47"W 2596.11'  
1917.07'

N 1/4 COR. SEC 23  
T. 1 N. R. 1 W.

**LOWER BUCKEYE ROAD**

30.02' 649.03'

LINE TABLE		
LINE	LENGTH	BEARING
L1	61.25	N90° 00' 00"W
L2	77.24	S52° 32' 55"W
L3	22.33	N89° 58' 51"W
L4	31.98	N0° 00' 00"E
L5	10.41	N90° 00' 00"W
L6	22.50	N0° 00' 00"E
L7	22.50	N90° 00' 00"E
L8	22.50	S0° 00' 00"E
L9	12.09	N90° 00' 00"W

APN 500-65-015B  
DOC. 2001-0285915 MCR

33.02'

540.16

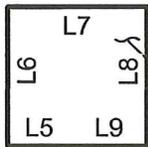
622.18

N1° 04' 10"W

AVENUE

124TH

30'  
R/W'



LEASE AREA 2  
506.25 SQUARE FEET

P.O.B.

L4

L3

L2

L1



**SCALE: 1" = 30'**



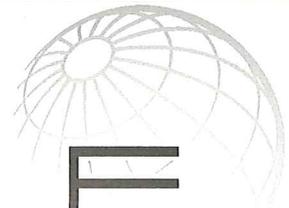
EXPIRES 03/31/18

Title: LEASE AREA 2

Project #: 09001595

Date: 11/17/15

Page: 2 OF 2



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FINAL PLAT – SAN VILLAGIO

EXHIBITS F - I

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW  
EXHIBIT F – SITE PLAN WITH ELEVATIONS

<http://www.avondale.org/DocumentCenter/View/39552>

EXHIBIT G – CITIZEN PARTICIPATION PLAN

<http://www.avondale.org/DocumentCenter/View/39551>

EXHIBIT H – VICINITY COVERAGE MAP

<http://www.avondale.org/DocumentCenter/View/39550>

EXHIBIT I – PHOTO SIMULATIONS

<http://www.avondale.org/DocumentCenter/View/39553>

# Planning Commission Meeting Final Minutes

November 17, 2016

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CITY COUNCIL CHAMBERS  
11465 W CIVIC CENTER DRIVE  
AVONDALE, AZ 85323

Thursday, November 17, 2016  
6:00 P.M.

**I. CALL TO ORDER**

Vice Chair Solorio called the Regular Meeting to order at 6:05 p.m.

**II. ROLL CALL**

The following members and representatives were present:

COMMISSIONERS PRESENT

Gloria Solorio, Vice Chair  
Kristopher Ortega, Commissioner  
Pearlette Ramos, Commissioner  
Troy Timmons, Commissioner

COMMISSIONERS ABSENT

Olivia Pineda, Chair - excused  
Kevin Kugler, Commissioner - excused  
Russell Van Leuven, Commissioner - excused

CITY STAFF PRESENT

Robert Gubser, Planning Manager  
Rick Williams, Planner II  
Gary Verburg, City Attorney  
Stephanie Long, Administrative Assistant

**III. OPENING STATEMENT**

Vice Chair Solorio read the opening statement.

**IV. APPROVAL OF MINUTES**

Vice Chair Solorio invited a motion to approve the minutes. Commissioner Ortega moved to accept the minutes from the October 20, 2016 regular meeting as presented. Commissioner Timmons seconded the motion. The motion passed 4 to 0.

**V. SCHEDULED PUBLIC APPEARANCES**

There were no scheduled public appearances.

**VI. WITHDRAWALS AND CONTINUANCES:**

None.

**VII. PUBLIC HEARING ITEMS:**

**1. PL-15-0067: Conditional Use Permit - Verizon Wireless Las Ligas Community Park**

This is a public hearing before the Planning Commission to review and solicit public input on a request by Michael J. Campbell, Campbell AZ, LLC, for a Conditional Use Permit (CUP) to allow Verizon Wireless to construct and operate a 70-foot Personal Wireless Services Facility (PWSF) in the southeast corner the Las Ligas Community Park. The tower will be monopine stealth design with an associated masonry block enclosure and landscaping enhancements. Staff Contact: Rick Williams

Rick Williams, Planner II, explained that Las Ligas Community Park is located between 124th and 125th Avenues, south of Lower Buckeye Road. The park contains a parking lot, a shaded tot-lot, ball fields and a basketball court. The subject site for the proposed cell tower is in the southeastern corner of the park site.

Mr. Williams reported that the General Plan designates this site as Open Space and Parks. The entire area is zoned R1-6 Single Family Residential. Since the 70-foot height of the proposed tower exceeds the 35-foot Zoning Ordinance (ZO) height limit, a CUP will be required. The ZO requires that the tower be of an alternative (stealth) design, that all ground equipment be enclosed and landscaped, and that a paved parking space be made available. For towers above 35 feet, setbacks must be equal to one foot in length for each foot in tower height. The service technician will access the site via a non-vehicular access easement. The tower will be of a monopine design, and its base would be painted to match an existing pine tree nearby. The "pine needles" will start at the 20-foot height and extend ten feet out on each side.

Mr. Williams said staff finds that this application is consistent with the General Plan. The site is adequate in size to accommodate the proposed use. It is compatible with the other land uses in and around the park. There is sufficient circulation to service the site. No adverse affects will be imposed on the community. Staff recommends two conditions: construction of the project must begin within two years, and the final result must conform to the project narrative.

Mr. Williams said this project had two public meetings. The first was held on May 5, 2015 at the City Hall, but there was no citizen participation. The second meeting was held on June 22, 2015, at Las Ligas Park and attracted eight people. Although none of the community members were opposed to having a cell site in the park, the location originally proposed drew clear opposition. Since the southeast corner of the park is underused, community members accepted this alternative instead. All public notifications for this meeting were met. No additional

comments have been submitted by the public. Staff recommends approval with the two conditions of approval.

Commissioner Ortega inquired about the problems associated with the original site. Mr. Williams responded that the initial concepts placed the tower in a location that would have divided the park.

Mike Campbell, 6880 W. Antelope Drive, Peoria, said he is a consultant for Verizon Wireless. The Applicant has reviewed the staff report and is in agreement with the conditions of approval.

Commissioner Ramos asked about the project timeline. Mr. Williams explained that the project started two years ago and initially targeted a different location outside the park. When that fell through, the park site was chosen as an alternative, and the design modified to accommodate the concerns of staff and the neighbors.

Vice Chair Solorio opened the public hearing. Upon acknowledging that there were no citizens who wished to speak on this matter, she closed the public hearing.

Vice Chair Solorio invited a motion. Commissioner Ramos moved to recommend approval of Application PL-15-0067, subject to two staff recommended conditions of approval. Commissioner Timmons seconded the motion.

#### ROLL CALL VOTE

Olivia Pineda, Chair	Absent
Gloria Solorio, Vice Chair	Aye
Kevin Kugler, Commissioner	Absent
Russell Van Leuven, Commissioner	Absent
Pearlette Ramos, Commissioner	Aye
Kristopher Ortega, Commissioner	Aye
Troy Timmons, Commissioner	Aye

The motion carried by a 4-0 vote.



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3351-1216 - Development  
Agreement with Park 10 ME, LLC for Billboard

**MEETING DATE:**

12/19/2016

---

**TO:** Mayor and Council**FROM:** Tracy Stevens, Development & Engineering Services Director (623) 333-4012**THROUGH:** David Fitzhugh, City Manager (623) 333-1014**PURPOSE:**

Staff is requesting that the City Council adopt a Resolution approving a Development Agreement with Park 10 ME, LLC, to allow for construction of an off-premise billboard sign within the Park 10 master-planned development

**BACKGROUND:*****Billboard Policy Background***

Off-premise billboard signs are large scale signs that direct attention to businesses, commodities, services, venues, or products not located on the premises upon which the sign is located. Off-premise billboard signs have been prohibited by the City's Zoning Ordinance since 1990.

On February 1, 2016, the City Council adopted Resolution 3294-216, approving the City of Avondale Off-Premise Billboard Sign Guidelines (the "Guidelines"). Though the Zoning Ordinance continues to prohibit off-premise billboard signs within the City of Avondale, adoption of the Guidelines created a path to allow digital billboard signs on properties that have frontage on I-10, between 99<sup>th</sup> Avenue and 107<sup>th</sup> Avenue, subject to City Council approval of a Development Agreement. In order for the City Council to consider approval of a Development Agreement for an off-premise billboard, proposals must meet the minimum thresholds for location, design, and operation of billboards established within the Guidelines.

As stipulated by the Guidelines, Park 10 ME, LLC has submitted an application for a Development Agreement to allow for the construction of a new digital billboard sign on the site of the partially complete Park 10 center (the "property"), located south of McDowell Road between 103<sup>rd</sup> Avenue and 107<sup>th</sup> Avenue. More specifically, the planned 75' sign is proposed for a location approximately 400 feet west of the existing Main Event facility, directly adjacent to I-10. The Development Agreement, which is attached to this report, includes a multitude of exhibits pertaining to the location, design, and operational characteristics of the proposed billboards.

***Park 10 Site Background***

The property was annexed into the City of Avondale on March 17, 1986 and initially zoned R-1 (One Family Residence). Upon adoption of the City's new zoning map in 1990, the property was zoned AG (Agricultural). It was rezoned to PAD (Planned Area Development) as part of the 43-acre West-10 PAD on February 21, 2006. The approved PAD allows for a mix of commercial, hospitality, restaurant, and office type uses.

A Master Site Plan for the first two phases of the development was approved subject to conditions on March 12, 2015. The first phase includes the easternmost portion of the PAD's Mixed Use Commercial sub-area and is anchored by Main Event Entertainment, a 58,229 square foot family entertainment center that includes components such as bowling, laser tag, a video arcade, and restaurants/bars. A Jack in the Box drive-thru restaurant is under construction at the northeast corner of the site and construction of the multi-tenant Shops A building, which will feature a drive-thru coffee shop among other tenants, has begun immediately west of the Jack in the Box. With completion of the Shops A building, Phase I of the development will be complete. The second phase of the development is located immediately west of Phase I. This future phase of development is planned to include a hotel, retail shops, and two future retail/restaurant pad sites. Specific users have not been identified for any of the Phase II development sites.

A Final Plat for Phase I was approved by the City Council on April 6, 2015. The Final Plat divided the project's first phase into four lots and also created an 11.56-acre lot that encapsulates the entire Phase II project area.

Surrounding land uses are as follows:

- **NORTH OF MCDOWELL ROAD (listed from east to west):**

- Gateway Office Park, a fully developed 6-acre site at the northwest corner of McDowell Road and 103<sup>rd</sup> Avenue, consisting of 47 individually owned office condominiums. Businesses within the development, which is zoned C-O (Commercial Office), include a mix of medical offices and general offices.
- Aventura Apartments, a three-story, 418-unit apartment complex on 18.4 acres, completed in 2003. The property is zoned PAD (Planned Area Development).
- American Mini-Storage, a fully developed self-storage facility on 3.9 acres. The property is zoned PAD (Planned Area Development).
- G&K Medical, a fully developed two-tenant medical office building located on 1.4 acres at the northeast corner of McDowell Road and Harbor Shores Boulevard. The property is zoned PAD (Planned Area Development).
- Copper Springs Hospital, a behavior health hospital that opened in July 2016. The 6.0-acre site located at the northwest corner of McDowell Road and Harbor Shores Boulevard is zoned PAD (Planned Area Development).
- An undeveloped 4.9-acre site at the northeast corner of McDowell Road and 107<sup>th</sup> Avenue, zoned PAD (Planned Area Development). The PAD allows for development of the property with C-1 (Neighborhood Commercial) uses.

- **EAST:** Gateway Village, a recently constructed shopping center located on 15 acres at the southeast corner of McDowell Road and 103<sup>rd</sup> Avenue. The center, which is zoned C-3 (Freeway Commercial) is anchored by Sportsman's Warehouse and also includes several restaurants and retail users. Four vacant pad sites are available for future development of currently unidentified uses.

- **SOUTH:** Interstate-10 and associated ramps, service drives, and drainage channels. The total highway right-of-way width adjacent to Park 10 is approximately 580 feet.
- **WEST OF 107<sup>th</sup> AVENUE (listed from north to south):**
  - An undeveloped 6.4-acre site at the southwest corner of McDowell Road and 107<sup>th</sup> Avenue, zoned AG (Agricultural). The site is currently being farmed. Future rezoning and development of the property will be expected to conform to the City's Freeway Commercial land use designation.
  - Colter Substation, an SRP-owned electrical substation on 1.8 acres at the northwest corner of I-10 and 107<sup>th</sup> Avenue. The substation property is zoned AG (Agricultural).

## **DISCUSSION:**

Exhibits pertaining to the specific location, design, and operation of the billboard can be found in the Development Agreement, attached to this report. For convenience, the billboard design has also been included as a separate attachment (Exhibit A).

### ***Location***

The proposed billboard sign is located approximately 400 feet west of the Main Event facility, immediately adjacent to the I-10 right-of-way line, on property zoned PAD (Planned Area Development). The location is on the future site of the second phase of the Park 10 development.

When this application was filed with the City, the nearest billboard located on the north side of I-10 was approximately 18,500 feet to the west, located in the City of Goodyear. Subsequent to this submittal, a static (non-digital) billboard was installed on a county island immediately east of the John Deere dealership. That new billboard is separated from the proposed Park 10 billboard by approximately 4,600 feet, still well over the 1,320-foot separation required by the Guidelines.

The proposed billboard is also located approximately 1,700 feet away from the nearest single-family residential community (Sunrise at Harbor Shores), exceeding the minimum 1,000-foot separation from single-family residential zone or use established by the Guidelines. The guidelines do not establish any minimum requirement for separation from multi-family (e.g. apartment) uses; the proposed billboard is approximately 970 feet from the closest multi-family development, Aventura Apartments.

The area around the base of the sign will be fully landscaped to include a combination of trees, shrubs, and groundcover.

### ***Design***

The proposed Park 10 billboard (Exhibit A) is 70' tall to the top of the sign with an additional 5' of architectural embellishment, for a total height of 75'. The Guidelines allow for a maximum sign height of 60', with 5' of architectural embellishment allowed, for a total height of 65'. In order to meet separation requirements from the approved Gateway Village billboard, staff requested that the applicant shift the billboard west. The new sign location is at a lower grade than the original location and adjacent to a large ADOT guide sign that could impact visibility. To offset concerns that visibility of the billboard would be limited in the new location, the applicant has requested the additional 10' in height beyond the 65' height limit.

The proposed 675 square foot "V-shaped" dual-sided billboard features east and west facing digital displays. While the Guidelines seek "back to back" displays and not "V-shaped" signs, the

angle of the “V” is narrow enough so that it will appear only slightly larger/wider than a “back to back” sign.

The proposed design, which utilizes shared colors and materials from the adjacent Park 10 development, prominently displays the City of Avondale logo on both the eastern and western faces of the sign structure. The sign also features the Park 10 center logo on both faces, The City identification logos will be aluminum reverse pan channel letters that are halo illuminated while the Park 10 logos will be mounted to an internally illuminated translucent background to allow for evening visibility.

### **Operation**

The proposed billboard will meet all operational requirements established by the Guidelines.

The digital sign will feature static ads only, with video and animation prohibited. Additionally, the sign will incorporate an automatic dimmer to allow the intensity of the light to be automatically adjusted in varying light conditions. Furthermore, the digital billboard and illuminated Avondale logo will go dark at 11:00 p.m. before restarting at sunrise. The only times that the billboard will be able to operate between 11:00 p.m. and sunrise will be when they are displaying emergency messages from local, state, or federal governments, such as Amber Alert messages.

### **Terms of Development Agreement**

The proposed Development Agreement provides for an initial term of 20 years with the ability for future Councils to approve two 10-year extensions. By approving the agreement, the City will allow the developer to install the billboard on the site. In exchange, Park 10 ME, LLC will provide the City with an annual allocation of 87.6 hours of “buy-time” for City-related advertisements and marketing on the billboard sign, to be used at the City’s discretion, a value of \$40,000.00 annually over years 1-10, with the value increasing over subsequent years - \$44,000.00 over years 11-20, \$48,400.00 over years 21-30, and \$53,240.00 over years 31-40. Should the City not use the “buy-time”, in whole or in part, the agreement requires Park 10 ME, LLC to provide payment to the City for any unused buy-time. For example, if the City utilizes \$25,000 of its buy-time in Year 2, the City would be entitled to receive payment for the remaining \$15,000, due on or before February 28<sup>th</sup> of the following year.

### **Analysis**

The proposed agreement is fair and equitable for the City and is beneficial to the residents of Avondale for the following reasons:

- The proposed location and design for the billboard largely adhere to the City’s Off-Premise Billboard Sign Guidelines. For example, the proposed sign complements the Park 10 development, includes the Avondale logo, and is adequately separated from residential uses. Furthermore, the operational requirements will limit any visual impacts of the billboard sign before sunrise and after 11:00 p.m.
- The proposed deviations from the Guidelines, to allow an additional 10’ in height and to allow for use of a “V-Shaped” design will not significantly impact the community.
- The agreement will result in \$840,000.00 in City revenue and/or City advertising time on the billboard over the initial 20-year term of the agreement. If both allowable 10-year extensions are agreed to by future Councils, the total revenue/value of advertising time generated for the City will total \$1,856,400.00 over the forty-year life of the proposed billboard.

### **BUDGET IMPACT:**

No City funds are committed as part of the proposed development agreement. Approval of the agreement, however, would generate \$840,000.00 in revenue and/or City advertising time value over the initial 20-year term of the agreement. The agreement also allows for up to two ten-year extensions. If both 10-year extensions are agreed to by future Councils, the total revenue/value of advertising time generated for the City will total \$1,856,400.00 over the forty-year life of the proposed billboard.

**RECOMMENDATION:**

Staff recommends that the Mayor and City Council adopt a Resolution approving a Development Agreement with Park 10 ME, LLC, and authorize the Mayor or the City Manager and City Clerk to execute the agreement.

**ATTACHMENTS:**

**Description**

[Exhibit A - Proposed Billboard Sign Elevation](#)

[Resolution 3351-1216](#)

# Exhibit A

Proposed Billboard Elevation

Pole cover signage detail:

Aluminum constructed column cover.

Park 10 signage to have internally illuminated translucent acrylic panel #2424 Blue.  
Park 10 lettering is aluminum painted MAP "brushed aluminum",  
21" tall letters to be attached to acrylic.

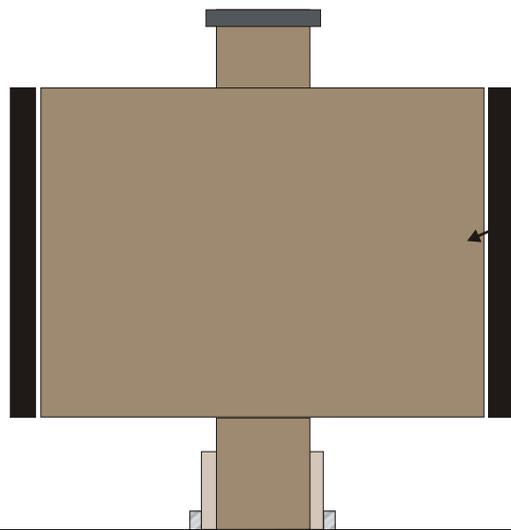
3" tall accent bars to be aluminum painted MAP "brushed aluminum".

Two 6" tall accent bars to be aluminum painted MAP "brushed aluminum".

Main section painted to match SW 7036 Accessible Beige.  
Accent to be painted to match BM 1077 Great Plains Gold.

Avondale copy to be aluminum reverse pan channel letters painted blue with white LED halo illumination. Letters, "A", are 22.6" tall and pegged off background panel 2".  
Background panels to be 3" deep aluminum constructed and painted MAP "brushed aluminum",  
Panels mounted flush to brown pole cover surface.

Base to be painted to match SW 6005 Folkstone.  
*Alternate option: use Fitzgerald form liner.*

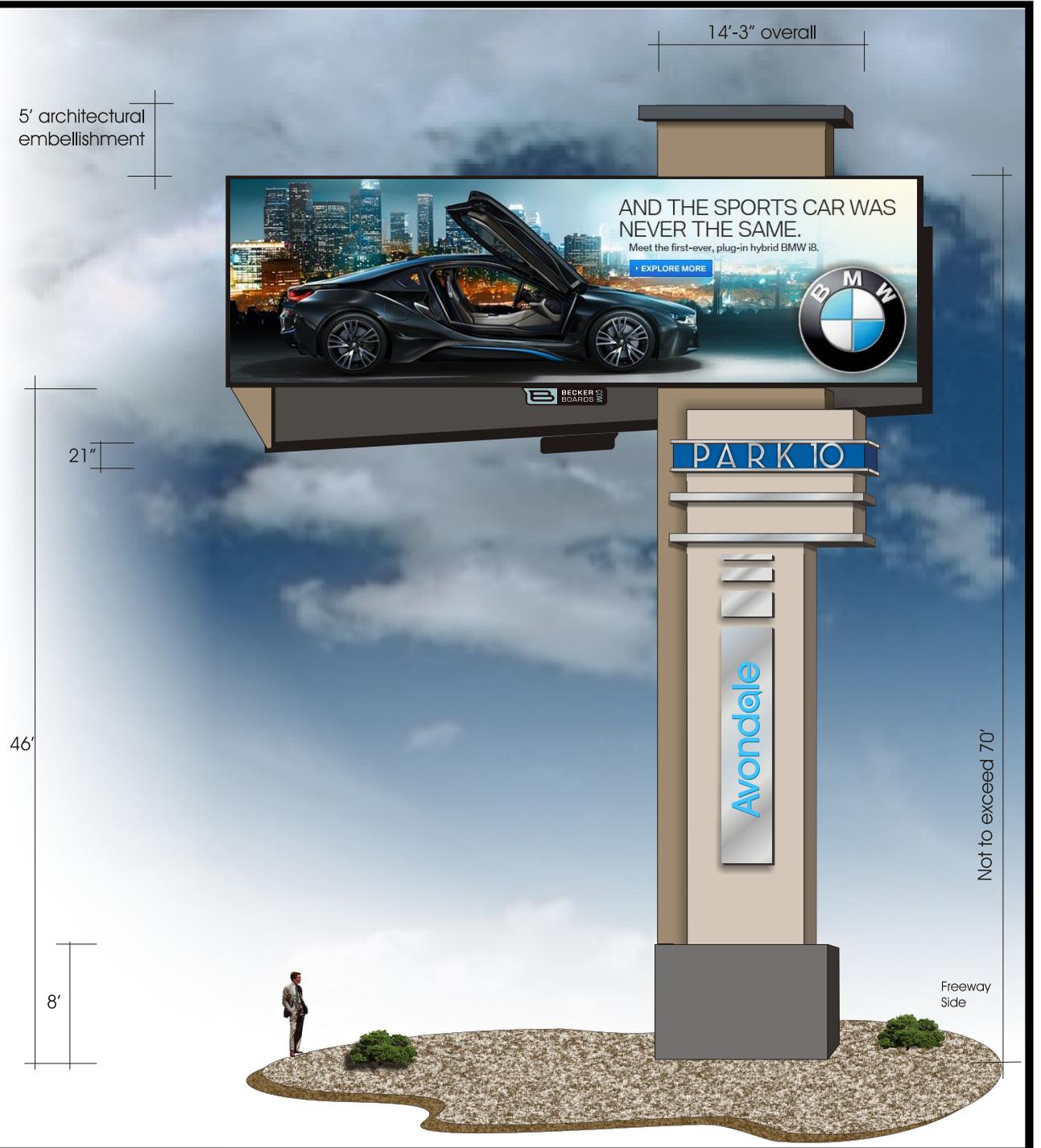


Back side of Billboard "V"  
Facing McDowell Rd. to have smooth aluminum panel painted BM 1077 Great Plains Gold.  
Attached to hide internal structure.

**EQUITY SIGN GROUP**  
FULL SERVICE - DESIGN, MANUFACTURE, INSTALL

**BECKER BOARDS.COM**  
ADDRESS 1-10 / 107th Ave, Avondale  
DATE 4-1-16  
DRAWING NUMBER Becker-4-1-16

Updated -5-9-16



Not to exceed 70'

Freeway Side

RESOLUTION 3351-1216

PARK 10 DEVELOPMENT AGREEMENT

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/39540>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolutions 3357-1216 and 3358-1216 -  
Maintenance Improvement District - San Villagio

**MEETING DATE:**

12/19/2016

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**TO:** Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, (623) 333-4012**THROUGH:** David Fitzhugh, City Manager, (623) 333-1014**PURPOSE:**

Staff requests the City Council approve a Petition for Formation, adopt the Resolution of Intention, and adopt the Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 02, San Villagio, northeast corner of Avondale Boulevard and Encanto Boulevard, as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office.

**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 No. 02, San Villagio, northeast corner of Avondale Boulevard and Encanto Boulevard. 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.

Options:

A: The Maintenance Improvement District has been approved through the Development and Engineering Services Department. An option would be to not accept the proposed Maintenance

Improvement District. 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, and any and all fees incurred by the City of Avondale as a result of assuming the maintenance responsibility would be paid using City of Avondale funds.

B: The other option would be to 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.

**BUDGET IMPACT:**

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City may 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 the approval and subsequent recordation of the attached Petition for Formation, Resolution of Intention to Create, and Resolution Declaring Intention to Order, 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.

**ATTACHMENTS:**

**Description**

[Petition and Resolutions](#)

MAINTENACE IMPROVEMENT DISTRICT – SAN VILLAGIO

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

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Petition, Waiver and Consent to Form San Villagio MID

<http://www.avondale.org/DocumentCenter/View/39543>

Resolution 3357-1216 – Intention to form

<http://www.avondale.org/DocumentCenter/View/39542>

Resolution 3358-1216 – Intention to order improvements

<http://www.avondale.org/DocumentCenter/View/39541>