



City of Avondale

City Council Meeting

Monday, March 25, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Andrew McGuire, City Attorney

Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting
Agenda
Monday, March 25, 2019

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

WORK SESSION
6:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. CAPITAL BUDGET DISCUSSION

City Council will receive a general overview of the City's capital improvement program (CIP) as part of the fiscal year 2020 budget preparation process.

3. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

**REGULAR MEETING
7:00 PM**

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

- 1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**
- 2. CITY MANAGER'S REPORT**

a. RESOLUTION 3528-319 - HONORING CITY ATTORNEY ANDREW J. MCGUIRE

City Council will consider a request to adopt Resolution 3528-319 honoring Andrew McGuire for 19 years of dedicated service to the City of Avondale.

**RECESS (APPROXIMATELY 15 MINUTES)
RECONVENE**

3. UNSCHEDULED PUBLIC APPEARANCES

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

4. CONSENT AGENDA

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

a. APPROVAL OF MINUTES

City Council will consider a request to approve the January 14, 2019 and January 22, 2019 City Council Meeting minutes. The Council will take the appropriate action

- b. **SERIES 12 (RESTAURANT) LIQUOR LICENSE - RAUL AND THERESA'S RESTAURANT**
City Council will consider a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Martin Alonso to sell all spirituous liquors at Raul and Theresa's Restaurant located at 519 West Main Street in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.
- c. **PROFESSIONAL SERVICES AGREEMENT WITH ARCHITEKTON INC. FOR THE DESIGN OF THE NEW SENIOR AND RESOURCE CENTER**
City Council will consider a request to enter into a Professional Service Agreement with Architekton Inc. for Architectural and Engineering Design of the new City Resource and Senior Center in the amount of \$990,684.00, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take the appropriate action.
- d. **PROFESSIONAL SERVICES AGREEMENT WITH ARCHITEKTON INC. FOR THE DESIGN OF THE POLICE BUILDING EXPANSION PROJECT**
City Council will consider a request to enter into a Professional Service Agreement with Architekton Inc. for Architectural and Engineering Design of the Police Building Expansion Project in the amount of \$665,401.00 and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take the appropriate action.
- e. **PROFESSIONAL SERVICES AGREEMENT WITH WOOD ENVIRONMENT & STRUCTURAL SOLUTIONS, INC. FOR THE DEVELOPMENT OF THE GARDEN LAKES PARKWAY CORRIDOR STUDY**
City Council will consider a request to approve a Professional Services Agreement with Wood Environment & Structural Solutions, Inc. to develop and complete the Garden Lakes Parkway Corridor Study for an amount not to exceed \$ 80,863.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.
- f. **MULTIPLE CONTRACT AWARD – GRANULAR ACTIVATED CARBON SLURRY REPLACEMENT SERVICES**
City Council will consider a request to award contracts to Carbon Activated Corporation; Prominent Systems, Inc.; and Calgon Carbon Corporation to provide Granular Activated Carbon Slurry Replacement Services in a collective price not to exceed \$76,151.00 annually and a collective aggregate amount not to exceed \$228,453.00 over the five year contract term and to authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- g. **COOPERATIVE PURCHASING AGREEMENT FIFTH AMENDMENT WITH CARESCAPE INC. FOR LANDSCAPE SERVICES**
City Council will consider a request to approve the Fifth Amendment to the Cooperative Purchasing Agreement with Carescape, Inc. for landscape, irrigation, and pest control services in an aggregate amount not to exceed \$2,657,215 for the term of the agreement, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.
- h. **MEMORANDUM OF UNDERSTANDING WITH ARIZONA'S CHILDREN ASSOCIATION**
City Council will consider a request to approve the Memorandum of Understanding with Arizona's Children Association to assign a trauma therapist to the Southwest Family Advocacy Center at no direct cost to the City of Avondale, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

i. **RESOLUTION 3529-319 - AUTHORIZING BANKING & INVESTING AUTHORITY**

City Council will consider a request to adopt Resolution 3527-319 authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorize the Mayor and City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

5. **REGULAR AGENDA**

a. **PUBLIC HEARING - PLANNED AREA DEVELOPMENT (PAD) ZONING TIME EXTENSION - AVONDALE COMMERCE PARK (APPLICATION PL-19-0018)**

City Council will hold a public hearing to consider a request by Stephen C. Earl with Earl, Curley, and Lagarde, P.C., to approve a two-year PAD zoning time extension for Avondale Commerce Park located on approximately 80 acres at the northeast corner of 103rd Avenue and Van Buren Street. If the PAD time extension is not granted, the Council may revert the zoning of the property back to its original zoning classification of Agricultural (AG). The Council will take appropriate action.

b. **RESOLUTION 3526-319 - MINOR GENERAL PLAN AMENDMENT, WOO PROPERTY (PL-18-0261)**

City Council will consider a request by Mr. David Kenyon, Kenyon Architectural Studio., to adopt Resolution 3526-319 amending the General Plan Land Use Map for approximately 2.5 acres of land located on the southwest corner of Buckeye Road and El Mirage Road from Medium Density Residential to Local Commercial. The Council will take appropriate action.

c. **ORDINANCE 1688-319 - REZONING WOO PROPERTY (APPLICATION PL-18-0262) BUCKEYE ROAD AND EL MIRAGE ROAD**

City Council will consider a request by Mr. David Kenyon with Kenyon Architectural Studios to adopt Ordinance 1688-319 rezoning approximately 2.5 acres of land located on the southwest corner of Buckeye and El Mirage roads from R1-6 (Single-Family Residential) to Community Commercial (C-2). The Council will take appropriate action.

d. **PUBLIC HEARING - PROPOSED DEVELOPMENT FEES**

City Council will conduct a public hearing on the City's proposed development impact fees assessed on new development. Council action is not required at this time.

6. **EXECUTIVE SESSION**

The Council may hold an executive session pursuant to: (i) Ariz. Rev. Stat. § 38-431.03(A)(7) for discussion or consultation with the City Manager in order to consider its position and instruct the City Manager regarding negotiations for the acquisition of real property; (ii) Ariz. Rev. Stat. § 38-431.03(A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding potential litigation relating to real property; and (iii) Ariz. Rev. Stat. § 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney; all relating to the Van Buren Street multi-use path project.

7. **ADJOURNMENT**

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.



CITY COUNCIL REPORT

SUBJECT: Capital Budget Discussion

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will receive a general overview of the City's capital improvement program (CIP) as part of the fiscal year 2020 budget preparation process.

BACKGROUND:

This is the fourth in a series of presentations regarding the development of the fiscal year (FY) 2020 budget. This presentation will give a general overview of the capital improvement program (CIP). Staff will discuss the sources of funding and highlight some of the projects requested for FY2020.

DISCUSSION:

The information presented will lead to future discussions around the FY2020 budget. These discussions will assist the Mayor and Council in making informed decisions about the City's operations.

BUDGET IMPACT:

The information presented is intended to encourage discussion which will lead the development of the FY2020 budget.

RECOMMENDATION:

This item is for information and discussion only.



CITY COUNCIL REPORT

SUBJECT: Resolution 3528-319 - Honoring City Attorney Andrew J. McGuire

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Pier Simeri, Community Relations Director (623) 333-1611

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3528-319 honoring Andrew McGuire for 19 years of dedicated service to the City of Avondale.

BACKGROUND:

Andrew McGuire was hired in 200 by the City Council to serve as the City's legal advisor and to provide legal services to the City Council, the City Manager and all city departments, as well as the City's boards, commissions and committees.

It was during his tenure as City Attorney that Avondale experienced unprecedented growth. Working closely with executive leadership, Andrew McGuire represented Avondale's interest with integrity and professionalism and sought to provide the City Council with the best legal advice in making sound decisions.

He also played a key role in helping to shape policy and legislation on behalf of Avondale and Arizona's 91 cities and towns through his participation on committees at the League of Arizona Cities and Towns, especially in negotiations regarding Impact Fee legislation as well as development related issues.

BUDGET IMPACT:

NA

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution honoring Andrew McGuire for 19 years of service to the City of Avondale.

RESOLUTION NO. 3528-319

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, HONORING ANDREW J. McGUIRE FOR 19 YEARS OF
DEDICATED SERVICE TO THE CITY OF AVONDALE

WHEREAS, Andrew J McGuire was hired in 2000 by the Mayor and Council of the City of Avondale to serve as chief legal advisor to the City and to provide legal services to the City Council, the City Manager, all departments, employees, as well as the City's boards, commissions and committees; and

WHEREAS, Andrew J. McGuire brought to his role in Avondale extensive experience in the areas of development/utility impact fees, condemnation, code enforcement, annexation law, election law, contract and procurement law, public bidding, open meeting law, employment law and improvement districts; and

WHEREAS, it was during his tenure as Avondale's City Attorney, that the city saw unprecedented growth, with the advent of many new housing, retail and industrial developments, such as the Avondale Civic Center campus, the Avondale Automall, Gateway Pavilions, the Randall McDaniel Sports Complex, and Coldwater Depot; and

WHEREAS, Andrew McGuire worked closely with the City's executive leadership team to carry out the City Council's goals and objectives; and

WHEREAS, Andrew McGuire always represented the City's interest with utmost integrity and professionalism, and sought to provide the Mayor & Council with the best legal advice in making sound decisions on behalf of the City; and

WHEREAS, he was instrumental in helping to shape policy and legislation on behalf of Avondale and Arizona's 91 cities and towns through his participation on committees at the League of Arizona Cities & Towns especially in negotiations regarding Impact Fee legislation as well as development related legislative issues; and

WHEREAS, he also actively participated in community special events and activities in Avondale, and annually presented at Avondale Citizens Leadership Academy; and

WHEREAS, the Avondale City Council seeks to recognize the many contributions of Andrew J. McGuire during his tenure as Avondale's City Attorney.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to thank and honor Andrew J. McGuire for his years of dedicated service, and to wish him well in his future endeavors.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, on March 25, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk



CITY COUNCIL REPORT

SUBJECT: Approval of Minutes

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, 623-333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the January 14, 2019 and January 22, 2019 City Council Meeting minutes. The Council will take the appropriate action

BUDGET IMPACT:

No fiscal impact.

RECOMMENDATION:

Staff recommends that the City Council approve the January 14, 2019 and January 22, 2019 City Council Meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
January 22, 2019

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:03 p.m.

Following a moment of silent reflection, Mayor Kenn Weise led the Pledge of Allegiance.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson and Mike Pineda.

Members Absent: None.

Other Municipal Officials Present: Gina Montes, Assistant City Manager; Marcella Carrillo, City Clerk; Andrew McGuire, City Attorney; Jeffrey Scheetz, Chief Information Officer; Linda Mendenhall, Deputy City Clerk; Pier Simeri, Community Relations Director; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Paul Adams, Fire Chief; Cherlene Penilla, Human Resources Director; Christopher Lopez, Neighborhood and Family Services Director; Kirk Haines, Parks and Recreation Director; Dale Nannenga, Chief of Police; Tracy Stevens, Development and Engineering Services Director; Dan Davis, Economic Development Director; Cindy Blackmore, Public Works Director; Jodie Novak, Planning Manager; David Janover, Chief Engineer; Hether Krause, Environmental & Sustainability Program Manager; Rick Williams, Planner II; Varney Lopez, Police Lieutenant; Memo Espinoza, Assistant Police Chief; James Redline, Police Lieutenant; Brandon Busse, Police Lieutenant; Tom Peterson, Traffic Engineer; Tiffany Copp, Senior Management Analyst; Olivia Contreras, Police Sergeant; and Frances Jones, Administrative Assistant.

Audience: Members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 City Managers Report

a. Resolution 3515-119 – Honoring Sergeant Nicholas Nocella

City Council joined Dale Nannenga, Police Chief, in thanking Sergeant Nicholas Nocella for his 19 years of dedicated and exemplary service to the citizens of Avondale. Mayor Weise read aloud Resolution 3515-119, honoring Sergeant Nicholas Nocella.

Council Member Dennis moved to adopt Resolution 3515-119 honoring Sergeant Nicholas Nocella on occasion of his retirement and for 19 years of dedicated service to the City of Avondale; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

b. Police Department Promotions

City Council joined Dale Nannenga, Police Chief in congratulating two officers on their recent promotion.

- Sergeant Tom Fraser
- Sergeant Stephen Alt

c. Introduction of New Employees – Police Department

City Council joined Dale Nannenga, Police Chief, in formally welcoming the two new police officers.

- Officer William “Harry” Sexton
- Officer David Barraza Garcia

d. Arizona Public Service Company Rebate Check

Patty McLaughlin, Account Manager with Arizona Public Service Company, presented the City of Avondale Development and Engineering Services staff with a rebate check for \$71,423 for the LED project.

3 UNSCHEDULED PUBLIC APPEARANCES

None.

4 CONSENT AGENDA

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

Mayor Weise asked if any Council member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Kilgore, seconded by Council Member Nielson, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

a. LIQUOR LICENSE SERIES 12 COLDWATER SPRINGS GOLF CLUB

City Council approved an application for a Series 12 (Restaurant) License submitted by Gary Duwayne Jacobson to sell all spirituous liquors at Coldwater Springs Golf Club located at 100 North Clubhouse Drive in Avondale.

b. SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - APPLIED DIVING SERVICES, INC.

City Council approved the second amendment to the Cooperative Purchasing Agreement with Applied Diving Services, Inc. to provide commercial diving services increasing the

aggregate amount by \$39,500 for a new maximum amount not to exceed of \$119,000 over the term of the agreement and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

c. RESOLUTION 3514-119 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO WAIVE TRAFFIC CONTROL PERMIT FEES

City Council adopted Resolution 3514-119 approving an Intergovernmental Agreement (IGA) between Maricopa County and the City of Avondale to Waive Traffic Control Plan Permit Fees.

d. RESOLUTION 3517-119 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR PROCESSING RECYCLABLE MATERIALS

City Council adopted Resolution 3517-119 authorizing an amendment to the Intergovernmental Agreement with the City of Phoenix for recyclable materials processing and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

Clerks Note: Agenda items 5 & 6 were presented together.

5 PUBLIC HEARING AND RESOLUTION 3516-119 – RIO BONITA GENERAL PLAN AMENDMENT – PL-18-0153

City Council held a public hearing on a request by Mr. Shaine T. Allman, Tiffany & Bosco, P.A., to adopt Resolution 3516-119 amending the General Plan Land Use Map for approximately 19.5 acres of land located on the northwest corner of Indian School Road and El Mirage Road from Local Commercial to Medium/High Density Residential. Rick Williams, Planner II, gave Council a brief history of the property and presented on the proposed General Plan Amendment and Planned Area Development for the Rio Bonita project. The Rio Bonita property is approximately 25.5 acres, 19.5 acres will be used for 219 single-family lots and the remaining acres for community commercial. The subdivision will have two access points, with 36% open space, a community pool, guest parking and a trail system linking it all together. The architectural design will have a modern look, which will be different than other dwellings in Avondale.

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed.

Vice Mayor Dennis expressed her appreciation for giving the residents another option in housing.

Council Member Pineda echoed Vice Mayor Dennis's comments about giving residents another housing option.

Council Member Nielson moved to adopt Resolution 3516-119 – Rio Bonita General Plan Amendment application PL-18-0153 and seconded by Council Member Malone.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

6 PUBLIC HEARING AND ORDINANCE 1682-119 – RIO BONITA REZONE – PL-18-0152

City Council held a public hearing on a request by Mr. Shaine T. Allman, Tiffany & Bosco, P.A., to adopt Ordinance 1682-119 rezoning approximately 25.5 acres of land located on the northwest corner of Indian School Road and El Mirage Road, to the Rio Bonita Planned Area Development (PAD).

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed.

Council Member Pineda moved to adopt Ordinance 1682-119, Rio Bonita Rezone application PL-18-0152 and seconded by Council Member Nielson.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

7 DISCUSSION ITEMS

Council discussed items listed below and gave direction to city staff to research and prepare item for future meeting.

a. UPDATE ON TRAFFIC MITIGATION ALONG AVONDALE BLVD/GARDEN LAKES PARKWAY

Thomas Peterson, Chief Traffic Engineer provided an update to Council regarding traffic mitigation plans along Avondale Boulevard, Encanto Boulevard, and Garden Lakes Parkway due to new development in the area including the new West Point High School.

Presentation included:

- Current construction projects
 - o San Villagio – 34 units
 - o Encanto Townhomes – 116 units
 - o River Run – 103 units
 - o West Point High School

- Traffic mitigation efforts to address increased traffic
 - o Encanto Boulevard improvements will increase roadway to three lanes
 - o Palm Lane connection to offer an alternative route to get over Avondale Boulevard
 - o Installation of a traffic signal at 119th and McDowell Road
 - o Avondale Boulevard improvements
 - o Bike lanes and pedestrian paths

Mayor Weise expressed his concerns about traffic in this area due to the High School being built with the increase in school buses, parents dropping off kids and student drivers. He stated that traffic mitigation can only do so much and that we may need to increase officers in the area for enforcement. He encouraged staff to conduct further monitoring of the area and reaching out to the Garden Lakes HOA.

Council Member Conde expressed her concern over safety in the Garden Lakes area, inquiring about traffic counts, additional method to reduce speeding and addressing the blind spot by the canal.

A discussion ensued around the increased traffic in this area and possible measures that could be taken to address this issue.

8 ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the meeting; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:57 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 22nd day of January 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
January 14, 2019

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:00 p.m.

Following a moment of silent reflection in remembrance of two officers killed in the line of duty, Officer Clayton Townsend, Salt River Police Department and Officer Natalie Corona, Davis Police Department, Mayor Kenn Weise led the Pledge of Allegiance.

Members Present: Mayor Kenn Weise; Vice Mayor Bryan Kilgore; Councilmembers Tina Conde, Pat Dennis, Veronica Malone, Curtis Nielson and Mike Pineda.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Marcella Carrillo, City Clerk; Andrew McGuire, City Attorney; Jeffrey Scheetz, Chief Information Officer; Craig Jennings, Judge; Tracy Stevens, Development and Engineering Services Director; Dan Davis, Economic Development Director; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Dale Nannenga, Police Chief; Cindy Blackmore, Public Works Director; Cherlene Penilla, Human Resources Director; Pier Simeri, Community Relations and Public Affairs Director; Linda Mendenhall, Deputy City Clerk; Jessica Blazina, Intergovernmental Affairs Administrator; Aaron Glass, Division Chief; Mark Neerings, Assistant Chief Information Officer; Jodie Novak, Planning Manager; Mike Murphy, Firefighter; Chris Alcorn, Firefighter, and Eric Wendling, Firefighter.

Audience: Members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. Installation of Council Members

The newly elected Council Members took their Oaths of Office and received their certificate of election. Councilmember Tina Conde was sworn in by her husband, Tony Conde and was surrounded by her family. Councilmember Curtis Nielson was sworn in by his wife, Patti Nielson and surrounded by his family. Vice Mayor Bryan Kilgore was sworn in by his mother, Margaret Kilgore and surrounded by his family.

Mayor Weise shared his perspective on running for office and how all their hard work has led to this moment. He reflected on the time when Councilmember Conde interviewed for a council seat opening and how her energy and love for the city was evident. She has exceeded his expectations and is now a voice for the community.

Mayor Weise mentioned how he worked with former Councilmember Sandi Nielson, stating that she was a rock for this community. He encouraged newly elected Councilmember Curtis Nielson to make this seat his own, he has earned it.

Mayor Weise expressed his appreciation for Vice Mayor Kilgore's passion and dedication for the community and his love for his family and his students. He is proud to call him a friend.

Mayor Weise recognized distinguished guest in attendance including former Vice Mayor Stephanie Karlin, former Councilmembers Betty Lynch, Lorenzo Sierra, and David Iwanski.

Councilmember Tina Conde thanked the Mayor for his kind words, she spoke about being appointed initially and how thankful she was for the councilmembers who came by her side and encouraged her. She thanked her husband, other family members and community leaders who supported her and assisted her during her campaign. She thanked God for the journey and how her faith kept her moving forward. Lastly, she stated that it is an honor and privilege to serve this community for the next four years.

Councilmember Curtis Nielson, thanked his wife, family and friends who supported him during his campaign; as well as all of the people who helped collect signatures. He spoke about the passion and heart it takes to run for office and how he is extremely grateful for the support he received. Lastly, he stated that he will dedicate his time and efforts to serving the community.

Vice Mayor Kilgore, thanked his wife, family and friends who supported him during his campaign. He reflected on the five (5) years of service he has already provided on council and having the ability to advocate for so many residents, and how blessed and fortunate he is to serve. He thanked his mother for her encouragement and support. Lastly, he thanked various members in the audience for their support.

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. Proclamation – Speak Up, Stand Up, Save a Life Month

Mayor Weise read the Proclamation and presented it to Johnny Martinez and Grace Martinez. Grace Martinez spoke about how she become involved in this program and expressed her appreciation for her friend, parents and the counselors involved. She mentioned the goal of the program is to provide assistance to students providing them with coping mechanisms to deal with issues so they may lead a happy and productive life. John Martinez gave a brief history of the program and invited council to the conference that will be held on January 22, 2019 at 8:00 a.m. Mayor Weise directed Mr. Martinez to give the details of the event to Marcella Carrillo, City Clerk.

b. Fire & Medical Department Life Safety Recognition

Division Chief, Aaron Glass recognized firefighters Mike Murphy, Chris Alcorn and Eric Wendling for their lifesaving interventions made during an emergency at the American Sports Center in November 2018.

c. Training on New Voting System

Jeffrey Scheetz, Chief Information Officer, provided a training on the newly installed voting system. Mr. Scheetz reviewed the buttons and features of the new system.

4 UNSCHEDULED PUBLIC APPEARANCES

None.

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.

Mayor Weise recognized Boards, Commissions and Committees members seated in the audience and thanked them for their service. Mayor Weise asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Kilgore, seconded by Councilmember Malone, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Kilgore	Aye
Mayor Weise	Aye

a. APPROVAL OF MINUTES

City Council approved the November 5, 2018, November 19, 2018, and December 3, 2018 City Council Meeting minutes.

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES

City Council approved the City Council subcommittee's recommendations for the appointment of members of the city's boards, commissions and committees.

c. APPOINTMENT OF CHAIR AND VICE CHAIR TO THE PLANNING COMMISSION AND THE BOARD OF ADJUSTMENT

City Council approved the City Council subcommittee's recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

d. REMOVAL OF MEMBER FROM THE JUDICIAL ADVISORY BOARD

City Council approved staff's recommendation to remove Edward Maldonado from the Judicial Advisory Board.

e. COOPERATIVE PURCHASING AGREEMENT WITH JPMORGAN CHASE BANK, N.A. FOR COMPREHENSIVE BANKING SERVICES

City Council approved a Cooperative Purchasing Agreement with JPMorgan Chase Bank, N.A. for comprehensive banking services and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

f. **COOPERATIVE PURCHASE AGREEMENT WITH SOUTHWEST SLURRY SEAL, INC**

City Council approved a Cooperative Purchasing Agreement with Southwest Slurry Seal, Inc. to provide Asphalt Preservation Treatment Services in an amount not to exceed \$900,000 annually and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. **AMENDMENT NO. 2 TO CONSTRUCTION CONTRACT STANDARD CONSTRUCTION COMPANY INC. - CDBG STREET AND SIDEWALK IMPROVEMENT**

City Council approved a Second Amendment to the CDBG Streets and Sidewalk Improvement Project construction contract with Standard Construction Company, Inc. in the amount of \$192,213.69, authorized the transfer of \$30,000 from 514-1057-00-8520, to 514-1162-00-8520, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

h. **NINTH AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT CARE1ST HEALTH PLAN ARIZONA**

City Council approved the ninth amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource Center in the amount of \$158, 894.49 and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

i. **RESOLUTION 3512-119 AND RESOLUTION 3513-119 - ALAMAR PHASE I MAINTENANCE IMPROVEMENT DISTRICT**

City Council approved the Petition for Formation, adopt Resolution 3512-119 declaring its intention to form the City of Avondale Maintenance Improvement District No. 6, Alamar Phase 1, providing for the assessment and adopt Resolution 3513-119 declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency.

j. **RESOLUTION 3510-119 - SUPPORTING TRELIS HOME CHDO APPLICATION**

City Council adopted Resolution 3510-119 associated with a grant application submitted by Trellis to Maricopa County for HOME CHDO funds, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

k. **FINAL PLAT OF ALAMAR, PHASE 1 SUBDIVISION (APPLICATION PL-18-0207) City**

Council approved a request by Mr. Frank Koo with Wood Patel & Associates, Inc. for approval of a Final Plat for Phase 1 of the Alamar development. Consistent with the Preliminary Plat approved by City Council on September 17, 2018, the proposed Final Plat will create 461 single-family lots, 42 common area tracts, and dedicate all streets and easements for the initial phase of the community located at the southwest corner of Avondale Boulevard and Broadway Road. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for Alamar as a separate agenda item.

6 SELECTION OF NEW VICE MAYOR

Mayor Weise stated that two councilmembers expressed interest to him in serving as Vice Mayor. Councilmember Pineda nominated Vice Mayor Kilgore to continue as Vice Mayor noting that he is doing a good job. Mayor Weise thanked Vice Mayor Kilgore for his service and acknowledged that Vice Mayor Kilgore was appointed to serve the remainder of Councilmember Nielson's term.

Councilmember Pineda nominated Vice Mayor Kilgore. Vice Mayor Kilgore thanked Councilmember Pineda for the nomination and provided a brief explanation as to how he was voted as Vice Mayor to fill the remainder of Vice Mayor Sandi Nielson's term. Vice Mayor Kilgore accepted the nomination, stating that he would like to serve as Vice Mayor for his own full-term as he is committed to the community and committed to serving as Vice Mayor.

Councilmember Pineda moved to appoint Vice Mayor Kilgore; seconded by Vice Mayor Kilgore. Upon vote, the motion failed 3 to 4.

Council Member Conde	Nay
Council Member Dennis	Nay
Council Member Malone	Nay
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Kilgore	Aye
Mayor Weise	Nay

Councilmember Malone nominated Councilmember Dennis. Councilmember Dennis accepted the nomination, stating that she is an advocate for the community and has the flexibility to do this job.

Councilmember Malone moved to appoint Councilmember Dennis; seconded by Councilmember Dennis. Upon vote, the motion carried 4 to 3.

Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Malone	Aye
Council Member Nielson	Nay
Council Member Pineda	Nay
Vice Mayor Kilgore	Nay
Mayor Weise	Aye

7 PUBLIC HEARING – PROPOSED LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN

City Council held a public hearing on the City's proposed land use assumptions (LUA) and infrastructure improvement plan (IIP) that will be used as the basis for the development impact fees assessed on new development.

Lindsey Duncan, Director of Finance and Budget, provided council with an overview of the proposed land use assumptions and infrastructure improvement plan.

Presentation included:

- Statutory authority for the fees
- Comparison of cities around the valley on fees assessed
- Next steps in this process

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed. In response to a question from Councilmember Dennis, Ms. Duncan stated the fees would not result in an increase to the residents as the fees that are paid for by developers. In response to a question from Councilmember Nielson, Andrew McGuire, City Attorney, advised that three of the seven categories of fees would apply to schools. No action was taken on this item.

8 PUBLIC HEARING – REVISED HARVARD-TOBIN (VERDE TRAILS II) ANNEXATION

City Council held a public hearing on the proposed annexation of approximately 42 acres of land located east of the southeast corner of Avondale Boulevard and Broadway Road. Ken Galica, Senior Planner, reported on the annexation for the Harvard Tobin property, which is approximately 42 acres of land that will be used for the Verde Trails II project. The property is currently zoned RU-43 and the application to rezone the property to Planned Area Development have been submitted. The Verde Trails II project will be an extension of the Verde Trails project.

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed. No action was taken on this item.

9 PUBLIC HEARING AND CONDITIONAL USE PERMIT FOR VERTICAL BRIDGE/E-Z TOWING (T-MOBILE) (APPLICATION PL-18-0200)

City Council held a public hearing on a request by Gary Cassel with Clearblue Services, on behalf of T-Mobile, for a Conditional Use Permit (CUP) for a wireless service facility on a 3.72-acre parcel owned by All-Services Automotive Professional LLC, located east of the southeast corner of Dysart Rd. and Riley Dr. within the E-Z Towing & Recovery site. Jodie Novak, reported on the conditional use permit for a 70 foot monopalm in the E-Z Towing and Recovery Property. Presentation included the location of the monopalm, public notice information, General Plan requirements, and the unanimous approval recommendation from the Planning Commission.

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed.

Councilmember Pineda moved to approve application PL-18-0200 Vertical Bridge/E-Z Towing (T-Mobile) Conditional Use Permit for a wireless facility on property located at 901 E. Riley Drive, subject to the two (2) staff recommended conditions of approval and seconded by Council Member Dennis. Upon vote, motion carried unanimously.

Council Member Conde	Aye
Council Member Dennis	Aye

Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Kilgore	Aye
Mayor Weise	Aye

10 DISCUSSION ITEMS

Council discussed items listed below and gave direction to city staff to research and prepare item for future meeting.

a. 2019 LEGISLATIVE GUIDING PRINCIPLES

Council will review and provide guidance to staff on the proposed 2019 City of Avondale State Legislative Agenda. This report presents state legislative policy priorities that have been identified by staff as well as the Council.

Jessica Blazina, Intergovernmental Affairs Administrator, reported on the guiding principles for 2019, including the following:

- Preserve local funding mechanisms
- Preserve local authority
- Maintain flexibility in service delivery.

Ms. Blazina briefly described her role within the City and how council can expect to be updated throughout the legislative session. Ms. Blazina reported on the key issues Governor Ducey presented during his State of the State address, including the following:

- Fiscal Sustainability
- Transportation
- Public Safety
- Economic Development
- Drought Contingency Plan

A discussion ensued regarding shared revenue and protecting the city's interest.

11 ADJOURNMENT

There being no further business before the Council, Councilmember Nielson moved to adjourn the meeting; Council Member Dennis seconded the motion. Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Kilgore	Aye

Mayor Weise

Aye

Meeting adjourned at 8:32 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 14th day of January 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk



CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Raul and Theresa's Restaurant

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve an application for a Series 12 (Restaurant) Liquor License submitted by Martin Alonso to sell all spirituous liquors at Raul and Theresa's Restaurant located at 519 West Main Street in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Raul and Theresa's is an existing Mexican restaurant located east of the southeast corner of Main Street and Litchfield Road. The restaurant is in possession of a Series 12 (Restaurant) Liquor License, which allows the business to sell beer, wine, and liquor to restaurant customers ancillary to the sale of food.

Recently, the business has undergone a change of ownership structure. The State of Arizona requires approval of an Acquisition of Control application when control of a liquor license is restructured. This type of application is fully administrative in nature and does not change permissions from the original liquor license approval. Furthermore, Acquisition of Control applications are exempt from State of Arizona separation requirements.

DISCUSSION:

Staff has received an application from Martin Alonso for a Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Raul and Theresa's located at 519 W Main Street in Avondale.

The fees in the amount of \$750 have been paid in full.

As required by state law and city ordinance, the application was posted for the required period of time beginning on March 4, 2019. A notice was published in the Southwest Valley Republic on March 13th and March 15th. No comments have been received.

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

recommending approval. Their comments are attached.

BUDGET IMPACT:

No budget impact.

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) License submitted by Martin Alonso to sell all spirituous liquors at Raul and Theresa's Restaurant located at 519 W Main Street in Avondale.

State of Arizona
Department of Liquor Licenses and Control

Created 02/11/2019 @ 10:34:00 AM

Local Governing Body Report

LICENSE

Number:	12077172	Type:	012 RESTAURANT
Name:	RAUL AND THERESA'S RESTAURANT		
State:	Pending		
Issue Date:		Expiration Date:	03/31/2019
Original Issue Date:	09/14/2007		
Location:	519 W MAIN STREET AVONDALE, AZ 85323 USA		
Mailing Address:	519 W MAIN STREET AVONDALE, AZ 85323 USA		
Phone:	(623)932-1214		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Currently, this license has pending applications.

AGENT

Name:	MARTIN ALONSO
Gender:	Male
Correspondence Address:	519 W MAIN STREET AVONDALE, AZ 85323 USA
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	L & M HOLDINGS ENTERPRISES LLC		
Contact Name:	MARTIN ALONSO		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L13620427	State of Incorporation:	AZ
Incorporation Date:			
Correspondence Address:	519 W MAIN STREET AVONDALE, AZ 85323 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

ALICIA ALONSO
MARTIN ALONSO

MEMBER
MEMBER

50.00
50.00

L & M HOLDINGS ENTERPRISES LLC - MEMBER

Name: MARTIN ALONSO
Gender: Male
Correspondence Address: 519 W MAIN STREET
AVONDALE, AZ 85323
USA

Phone:

Alt. Phone:

Email:

L & M HOLDINGS ENTERPRISES LLC - MEMBER

Name: ALICIA ALONSO
Gender: Female
Correspondence Address: 519 W MAIN STREET
AVONDALE, AZ 85323
USA

Phone:

Alt. Phone:

Email:

APPLICATION INFORMATION

Application Number: 51164
Application Type: Acquisition of Control
Created Date: 02/11/2019

QUESTIONS & ANSWERS

012 Restaurant

- 3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No

February 4, 2019

Director John Cocca
Arizona Department of Liquor License and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007

Dear Director John Cocca,

My name is Martin Alonso, agent and a 20% member listed on L & M Holdings Enterprises LLC. There has been a change in owners and members to the limited liability company as follows and, the following information should be updated:

Remove Marc Harvey Lantzman as member and 26% stockholder.

Remove Justin Robert Lantzman as member and 27% stockholder.

Remove David Canterman as member and 27% stockholder.

The current ownership is as follows:

Martin Alonso remains as member possessing 50% as stock.

Alicia Alonso to be added as a new member with 50% stock

If you have any questions, you may contact me at [REDACTED]

Martin Alonso owner of L & M Holdings Enterprises LLC

19 FEB 11 11:19 AM 1036

QUICK RECEIPT

Arizona Corporation Commission

Receipt Number:201902050342231

Receipt Date: 02/05/2019

Date Printed: 02/05/2019

Juanita Esparza

The following details your transaction(s):

Payment Submitted:

Payment Type	Check/Ref No.	Amount
Credit Card	5350	\$ 60.00
Total Amount:		\$ 60.00

Transactions posted to this receipt:

Entity Name	Document Type	Transaction Amount	Expedite Amount	Amount
L & M HOLDINGS ENTERPRISES, LLC	Articles of Amendment - LLC	\$ 25.00	\$ 35.00	\$ 60.00
			Total Amount:	\$ 60.00



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

804,693

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 12077172

1. Check the
Appropriate
Box →

☒ Controlling Person

☒ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: ALONSO MARTIN Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: ARIZONA

4. Place of birth: TEPATITLAN JALISCO MEXICO Height: 05'09" Weight: 184 Eyes: HAZEL Hair: BLK
City State COUNTRY (not county)

5. Name of current/most recent spouse: ALONSO ALICIA Birth Date: _____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: SEPTEMBER 2005

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: RAUL AND THERESA'S RESTAURANT Business Phone: 623 / 932 / 1214

9. Business Location Address: 519 W MAIN ST AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/2012	CURRENT	RESTAURANT OWNER/PREVIOUS GENERAL MANAGER	RAUL AND THERESA'S 519 W MAIN ST AVONDALE ARIZONA 85323

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2018	CURRENT	
06/2015	06/2018	
06/2014	06/2015	
06/2012	06/2014	
06/2010	06/2012	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.**

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **MARTIN ALONSO** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____ Month _____ Year _____

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2018	CURRENT	
06/2014	06/2018	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

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Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **MARTIN ALONSO** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on _____



Date _____
My Commission Expires _____

6 Day of January 2019 Year

Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____

SIGNATURE: _____



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

804.693

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: 12077172

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: ALONSO ALICIA Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License #: _____ State: ARIZONA

4. Place of birth: MEXICO CITY MEXICO Height: 05'03" Weight: 147 Eyes: BRN Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: MARTIN ALONSO Birth Date: _____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: SEPTEMBER 2005

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: RAUL AND THERESA'S RESTAURANT Business Phone: 623 / 932 / 1214

9. Business Location Address: 519 W MAIN ST AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2014	CURRENT	RESTAURANT SUPERVISOR	RAUL AND THERESA'S 519 W MAIN ST AVONDALE ARIZONA 85323

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2018	CURRENT	
06/2015	06/2018	
06/2014	06/2015	
06/2012	06/2014	
06/2010	06/2012	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.**

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ALICIA ALONSO hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____ Month _____ Year _____

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2018	CURRENT	
06/2015	06/2018	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
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17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ALICIA ALONSO hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and consistent with the best of my knowledge.

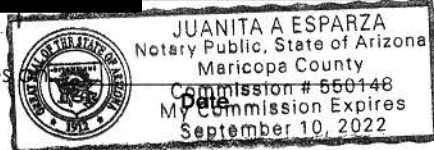
Signature: 

State of ARIZONA

County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires



6 Day of FEBRUARY 2019
Year

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ **SERIES 12 – RESTAURANT**

ROUTING:

☒ **POLICE DEPARTMENT**

☐ **FIRE DEPARTMENT**

☐ **DEVELOPMENT SERVICES**

☐ **FINANCE DEPARTMENT**

APPLICANT'S NAME: MARTIN ALONSO

BUSINESS NAME: RAUL AND THERESA'S RESTAURANT

BUSINESS ADDRESS: 519 W MAIN STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**



SIGNATURE

A.C. Chief

TITLE

2-14-19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING ON: MARCH 25, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 21, 2019

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ **SERIES 12 – RESTAURANT**

ROUTING:

☐ **POLICE DEPARTMENT**

☒ **FIRE DEPARTMENT**

☐ **DEVELOPMENT SERVICES**

☐ **FINANCE DEPARTMENT**

APPLICANT'S NAME: MARTIN ALONSO

BUSINESS NAME: RAUL AND THERESA'S RESTAURANT

BUSINESS ADDRESS: 519 W MAIN STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ **APPROVED**

☐ **DENIED**

J Napier

SIGNATURE

Fire Marshal

TITLE

2-19-19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING ON: MARCH 25, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 21, 2019

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ **SERIES 12 – RESTAURANT**

ROUTING:

☐ **POLICE DEPARTMENT**

☐ **FIRE DEPARTMENT**

☒ **DEVELOPMENT SERVICES**

☐ **FINANCE DEPARTMENT**

APPLICANT'S NAME: **MARTIN ALONSO**

BUSINESS NAME: **RAUL AND THERESA'S RESTAURANT**

BUSINESS ADDRESS: **519 W MAIN STREET**

CITY: **AVONDALE** **STATE:** **AZ** **ZIP CODE:** **85323**

DEPARTMENTAL COMMENTS:

☒ **APPROVED**

☐ **DENIED**



SIGNATURE

DIVISION LEAD PLANNER

TITLE

2/14/2019

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING ON: MARCH 25, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: FEBRUARY 21, 2019



Development Services & Engineering Department

DATE: February 14, 2019

TO: Marcella Carrillo, City Clerk

PREPARED BY: Ken Galica, Division Lead Planner

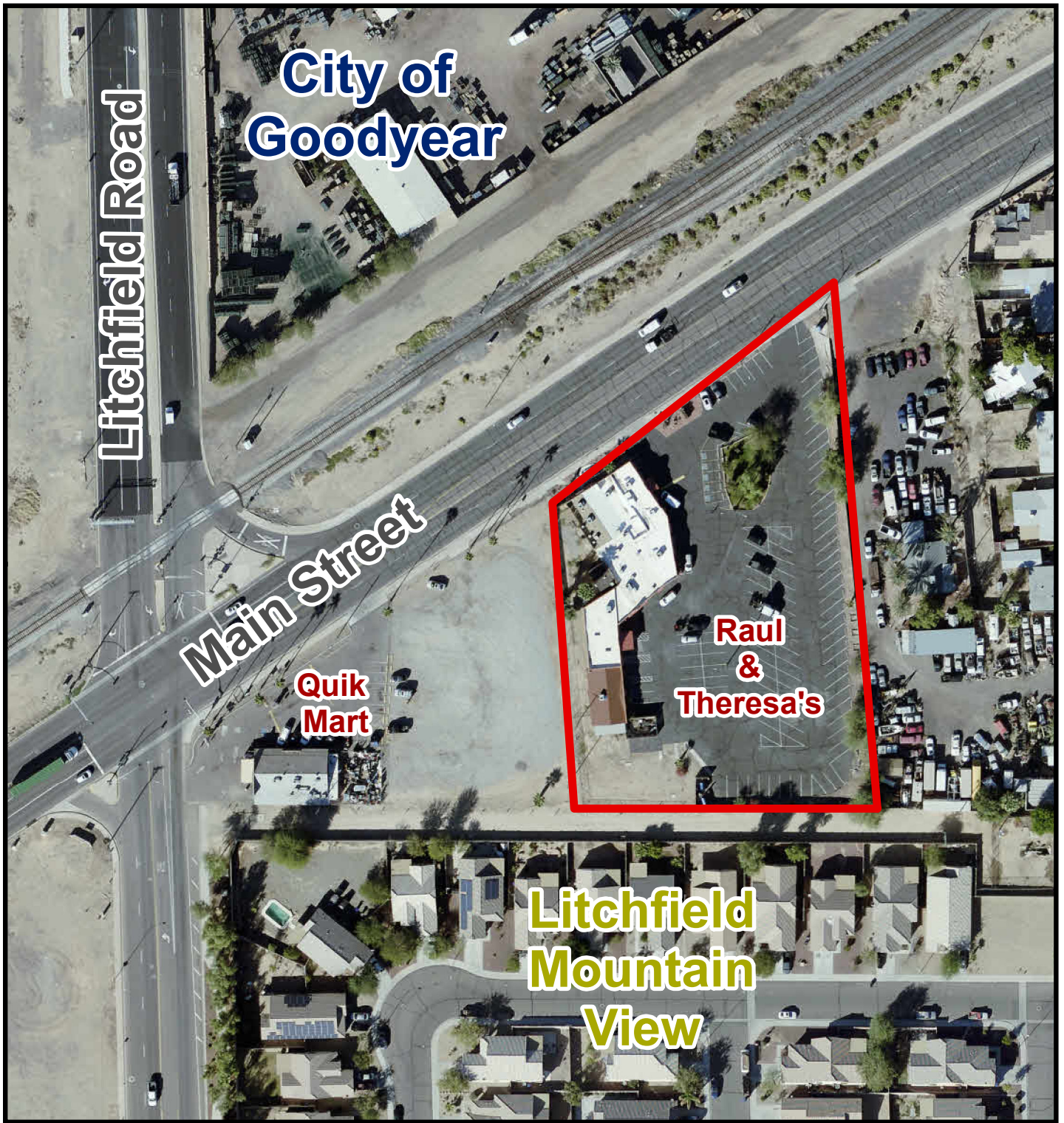
SUBJECT: Acquisition of Control for Existing Series 12 (Restaurant) Liquor License
Raul & Theresa's Restaurant
519 West Main Street

Raul & Theresa's is an existing Mexican restaurant located east of the southeast corner of Main Street and Litchfield Road. The restaurant is in possession of a Series 12 (Restaurant) Liquor License, which allows the business to sell beer, wine, and liquor to restaurant customers ancillary to the sale of food.

Recently, the business has undergone a change in ownership structure. The State of Arizona requires approval of an Acquisition of Control application when control of a liquor license is restructured. This type of application is fully administrative in nature and does not change permissions from the original liquor license approval. Furthermore, Acquisition of Control applications are exempt from State of Arizona separation requirements.

The General Plan designates the property as "Local Commercial" and the subject property is zoned C-2 (Community Commercial). A restaurant is consistent with both the Local Commercial land use designation and C-2 zoning.

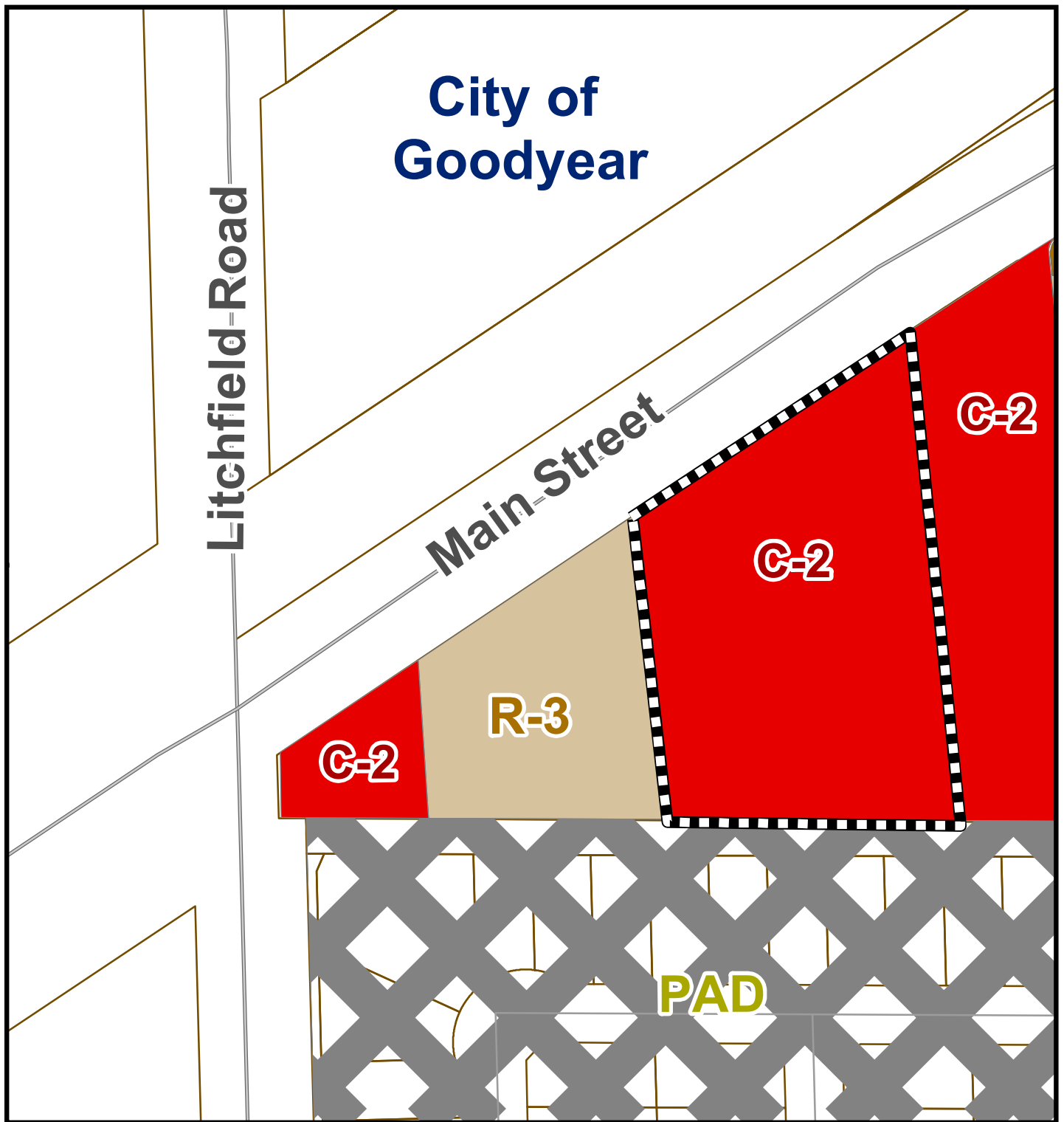
Attachment: Aerial Photography
Zoning Vicinity Map



Aerial Photograph



Business Location



Zoning Vicinity Map



Business Location



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☒ FINANCE DEPARTMENT

APPLICANT'S NAME: MARTIN ALONSO

BUSINESS NAME: RAUL AND THERESA'S RESTAURANT

BUSINESS ADDRESS: 519 W MAIN STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS: No concerns.

☒ APPROVED

☐ DENIED

Daniel Vazquez

SIGNATURE

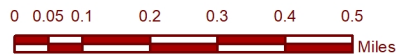
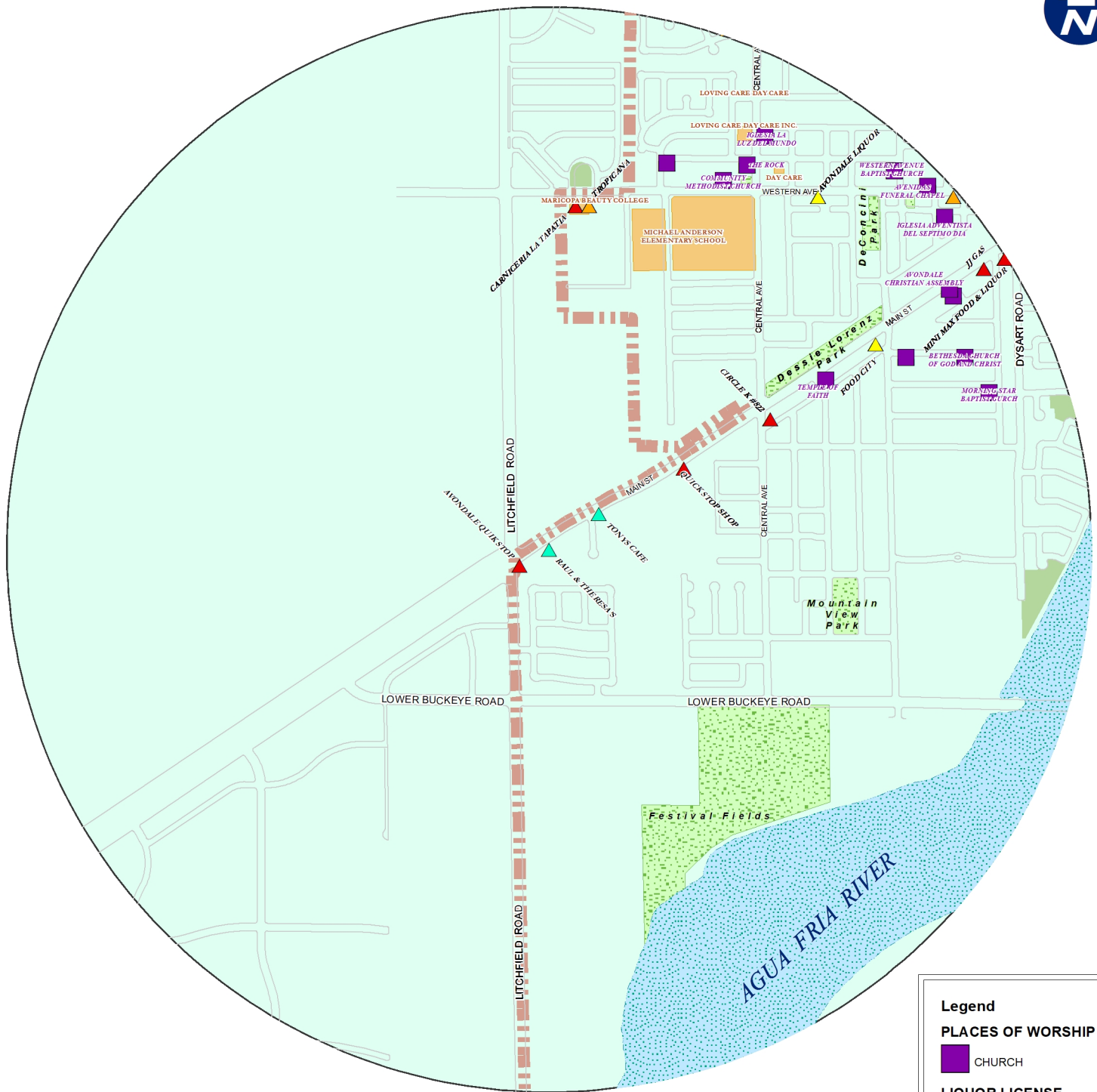
Privilege Tax Auditor

TITLE

2/19/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING ON: **MARCH 25, 2019**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **FEBRUARY 21, 2019**



Avondale GIS Division of Water Resources

RAUL AND THERESA'S RESTAURANT
519 W MAIN ST
1 Mile Buffer

Legend

PLACES OF WORSHIP

CHURCH

LIQUOR LICENSE

SERIES 14

SERIES 5

SERIES 11

SERIES 6

SERIES 7

SERIES 9

SERIES 10

SERIES 12

SERIES 15

SERIES 16

SCHOOLS

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MARCH 4, 2019

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MARCH 25, 2019
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

**SERIES 12: RESTAURANT LICENSE **

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING.

RAUL AND THERESA'S RESTAURANT
519 W MAIN STREET
AVONDALE, AZ 85323

THIS APPLICATION, CONTACT STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

State of Arizona Department of Liquor Licenses and Control

Created: 02/11/2019 @ 10:34:00 AM
Local Governing Body Report

LICENSE

Number:	ENT172	Type:	RESTAURANT
Name:	RAUL AND THERESA'S RESTAURANT	Posting:	
City:	AVONDALE	Expiration Date:	03/31/2020
Street:	519 W MAIN STREET		
City:	AVONDALE, AZ 85323		
State:	AZ		
County:	AVONDALE, AZ 85323		
Phone:	(602) 542-9789		
Alt. Phone:			
Fax:			

Currently, this license has pending applications.

AGENT

Name:	MARTIN ALONSO
Gender:	M
Compendium Address:	519 W MAIN STREET AVONDALE, AZ 85323
Phone:	(602) 542-9789
Alt. Phone:	
Fax:	

OWNER

Name:	L & M HOLDINGS ENTERPRISES LLC
Gender:	M
Compendium Address:	519 W MAIN STREET AVONDALE, AZ 85323
Phone:	(602) 542-9789
Alt. Phone:	
Fax:	

Officer's Checkboxes

Notes:

Page 1 of 2

5/5 Items

ALICIA ALONSO
MARTIN ALONSO

5/5 Items

L & M HOLDINGS ENTERPRISES LLC - MEMBER

Name:	MARTIN ALONSO
Gender:	M
Compendium Address:	519 W MAIN STREET AVONDALE, AZ 85323
Phone:	(602) 542-9789
Alt. Phone:	
Fax:	

L & M HOLDINGS ENTERPRISES LLC - MEMBER

Name:	ALICIA ALONSO
Gender:	F
Compendium Address:	519 W MAIN STREET AVONDALE, AZ 85323
Phone:	(602) 542-9789
Alt. Phone:	
Fax:	

APPLICATION INFORMATION

Application Number:	31088
Application Type:	Application of Control
Created Date:	02/11/2019

QUESTIONS & ANSWERS

Q1: Rejection

7) Have you submitted questions? Each person listed must submit a question and mail it to a Registrar and along with a \$25 processing fee per mail.

Yes

8) Are the Business located within the incorporating limits of the city or town of which it is located?

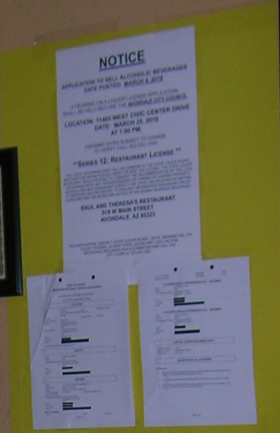
Yes

9) Does the Business location address have a street address for a City or Town that is actually in the jurisdiction of another City, Town or Tribal Reservation?

No

Page 2 of 2

NOW ON INSTAGRAM
FOLLOW US!





CITY COUNCIL REPORT

SUBJECT: Professional Services Agreement with Architekton Inc. for the Design of the new Senior and Resource Center

MEETING DATE: 3/25/2019

TO: Mayor and Council

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

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to enter into a Professional Service Agreement with Architekton Inc. for Architectural and Engineering Design of the new City Resource and Senior Center in the amount of \$990,684.00, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take the appropriate action.

BACKGROUND:

Council has directed City Staff to move forward with the design of a new Senior and Resource Center on the City-owned property located at the southwest corner of Riley Drive and N. 10th Street. A dedicated Project Manager, Abacus Project Management Inc., has been retained to manage the day to day project management services for the City. The next step in the process is the selection of a firm to provide architectural and engineering design of the new Senior and Resource Center.

DISCUSSION:

A Request for Statement of Qualifications of firms interested in providing design services for the Resource and Senior Center was released on February 5, 2019 with final submittals due February 27, 2019. The submittals were reviewed by a panel, and the proposals were ranked based on the criteria outlined in the request for statements of qualifications (RFQ). Through this evaluation process, Architekton Inc. was selected to provide professional services in the Architectural and Engineering Design of the Senior and Resource Center.

The requested work will include:

- Design of a Senior and Resource Center Facility (approximately 25,000 s.f.)
- Managing the permitting review process
- Incorporating green building techniques within budget
- Preparing the 30%, 60%, 90%, final design documents and construction documents
- Following the City's selection of a Construction Manager at Risk (CMAR) (March 2019), work constructively with the City and the CMAR Contractor

- Providing construction administration services during Project construction

The Center will be designed to incorporate Low Impact Development (LID) design elements into the site design to conserve and protect natural resource systems and reduce infrastructure costs. In addition the building will be designed to capture the views of the Estrella Mountains. Building elements will include an entry way, community rooms, a commercial kitchen and dining areas, private offices and workstations, shared support spaces, outdoor areas (a shaded multi-use space, shaded play area and shaded smoking area), off site utilities, street improvements and landscaping.

The Consultant's services will be divided into four (4) phases:

- (1) Design charrette and programming;
- (2) Community outreach and public input;
- (3) Resource Center Design; and
- (4) Construction Administration

PROPOSED SCHEDULE:

Contract Award Date: March 25, 2019

Start Design (Community Outreach/Permitting): April, 2019

Award CMAR (Construction Contract): May, 2019

Complete Design / Begin Construction: November, 2019

Construction Completion: September, 2020

STRATEGIC PLAN ALIGNMENT

Initiative: Foster Sustainable Community Development

Goal: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

Objective: Procure and Work with a Consultant to perform the Architectural and Engineering Design of the City's new Resource and Senior Center, using the Construction Manager at Risk Project Delivery Method

BUDGET IMPACT:

The contract amount of \$990,684.00 is available in line item 322-1410-00-8230, Resource Center.

RECOMMENDATION:

Staff is requesting that the City Council approve a Professional Service Agreement with Architekton Inc. for the Architectural and Engineering Design of the Senior and Resource Center in the amount of \$990,684.00, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

March 13, 2019

Mr. Richard Carr
Abacus Construction Management
City of Avondale
11465 Civic Center Drive
Avondale, Arizona 85323

Re: City of Avondale Senior and Resource Center RFQ NS19-066
Architecture and Engineering Services Fee Proposal - Revised

Dear Rick,

This letter shall serve as our design team's fee proposal for the Design Services for the above referenced project. It is our understanding that Architekton was the highest ranked design team after the Qualifications Submittal portion of the City's selection process. Our design team includes the following consultants:

- | | |
|--------------------------|--|
| • Architekton | Architecture, Design team management, Interiors coordination, Graphic design |
| • ASE Engineering | Structural engineering |
| • Henderson Engineers | Mechanical, Electrical, Plumbing, limited fire protection engineering, limited low voltage design services |
| • Wood Patel Engineering | Civil Engineering, Survey |
| • J2 Design | Landscape Architecture |
| • Speedie Associates | Geotechnical Engineering |
| • AO2 | Commercial Kitchen Design |
| • Rider Levett Bucknall | Limited Construction Cost Estimating Services |

Please refer to the documents provided to Architekton for the purposes of preparing the Design Team Fees. This proposal is based upon those documents.

- Exhibit A - Avondale SOQ – Scope of the Project Section with design team comments
- Exhibit B – Aerial Photograph of the site marked up with design team comment
- Exhibit C – Architekton's Concept Plan from the SOQ submittal package
- Exhibit D – Low Voltage Design Responsibility Matrix

Scope of The Project

Please refer to the mark-up up Avondale SOQ – Scope of the Project Section with design team comments

- Project Scope: A New 25,000 SF Senior and Resource Center on the site provided by the City of Avondale (SWC of Riley Road and 10th Street). The conceptual plan provided by Architekton is used as a basis of scope for this fee proposal with understanding that actual programmatic requirements to be determined during Phase I of Scope of Work in Agreement.
- Approximate Construction Budget: \$9,000,000.00.
- The RFQ document calls for the Design services to be completed in 8 months (April 1 – November 25, 2019). It also calls for the construction period to be 10 months. (December 1, 2019 – September 30, 2020) From our current understanding of the projects, the design team believes these schedules are aggressive and it will be difficult to achieve. We will work as efficiently and effectively as possible to make

these dates happen. However, we do not accept any responsibility for these estimated dates.

- We are assuming LEED Certification will not be pursued by the City on this project. City request that Green Building Best Practices still be incorporated into the design of the project within Construction Budget.
- A separate fee is included for a Site Survey in our Fee Proposal as a line item. Survey to be taken in enough intervals and detail to allow grading and drainage/wet utilities design and demolition to be completed with minimal field revisions. Utility locating and investigation will be included in CMAR's Pre-Construction Services.
- FFE Coordination with the City's furniture and equipment vendors is included.
- Basis graphics and wayfinding services are provided using the City's graphic standards modified to the new building's requirements.

I have analyzed the information provided and have formulated several Scope of Services we are including in our fee proposal:

The City is asking the design team to prepare fees based upon the scope of work identified in the documents Provided by the City as part of the SOQ for this project. Those documents are considered part of this proposal. Those documents include the DFDG Study "Program and Conceptual Site Studies for Resource Center, Senior Center, Administrative Offices, and Code Enforcement Offices". It is our understanding, that document provides preliminary but not final program requirements. The Program components cited in the reissued RFQ NS19-066 is the basis of this proposal.

The design team has provided a conceptual design for the program requirements laid out on the site in the RFQ Submittal package. It is our proposal that document becomes the starting point for the program verification and conceptual design phase of the project. That will help the project team achieve some schedule efficiencies.

The city is seeking the design team to provide the following general services:

- Utility Coordination – Upgrades as required
- Permitting
- 30%, 60% 90% and 100% Documents
- Construction Administration Services

Specific Services requested:

- Design Charrette and Programming based upon the Architekton Conceptual design provided in the SOQ.
- 1 Open House Meeting for Community Outreach will be provided
- Civil design
- Structural design
- Plumbing design.
- Mechanical design.
- Electrical design.
- Architectural design
- Interior Design services
- FFE Coordination Services -The city will select their own furniture vendor to select all the furniture with the city based upon the approved floor plan and provide the design team with an approved furniture plan for infrastructure coordination
- Hardscape design.
- Landscape design.
- Wayfinding Design Services

- o The design team will develop a sign package based upon the existing City signage and graphics

Separate fees are provided for the following services as required:

- Geotechnical Engineering (Fee to be confirmed)
- Site Survey (adequate for the design team's needs to complete the required services; not and ALTA)
- Special Structural Inspections (limited to 30 Trips)
- Commercial Kitchen Design
- Waterline abandonment services
- Low voltage systems design limited to: Cabling, grounding, bonding, testing, vaults, racks & cabinets will be designed and specified by Henderson to meet Avondale IT Standards according to the City's responsibility matrix

Scope of Services

The design team will provide services for the project as identified in the draft contract provided to the design team. The Services will be provided in five phases (Schematic Design (including program verification), Design Development, Construction Documents, Permitting/GMP Development and Construction Administration). Each phase has a series of tasks that will engage the Project stakeholders. The proposed tasks per phase are identified as follows:

Schematic Design Phase (8 weeks)

- Rider Levett Bucknall (RLB) to analyze the program and concept plan when approved by Stakeholders and develop a Preliminary Budget
- As-built documentation
 - o Collect as-built documents from the City of the existing site
- [Review Program/Conceptual Plan with Stakeholders \(Resource Center, Senior Center, Abacus, COA, CMAR\)](#) It is assumed the Architekton concept plan and DFDG report identifies all spaces required by the City. Develop conceptual layout acceptable to the stakeholders
- Perform Due Diligence Check on Project Scope
 - o code analysis
 - o site analysis
- Layer the new concept plan into a newly created Revit Model
- [Discuss revised floor plan design with Stakeholders; confirmation and approval](#)
- Revise Revit model to approved design
- Develop conceptual building elevations
- [Present to Stakeholders for discussions](#)
- Develop final Schematic Design Package
- Develop Construction Cost Estimate by RLB and CMAR
- [Present to Stakeholders for discussions for final approval](#)

Design Development Phase (8 weeks)

- Structure Workshop
- MEP Workshop [with City Staff](#)
- Low Voltage/Special Systems Workshop [with City Staff/Vendors](#)
- Civil and Landscape Workshop
- FFE Workshop [with City Staff/Vendors](#)

- Cost Control Workshop
- Design Development Package development
- Construction Cost Estimate by CMAR
- [Present to Stakeholders for discussions](#)

Construction Documents Phase (14 weeks)

- Develop Construction Documents to 90% Complete
- Develop Construction Specifications to 100% Complete
- Submit for Building Permits
- Revise Documents per Building Safety Comments/Resubmit
- Compile CMAR's Cost Estimate, drawings and renderings for final draft
- RLB will review CMAR's Cost Estimate for accuracy; CMAR will Develop GMP
- Permit Ready/GMP Approved - Notice to Proceed with Construction

Construction Administration Phase (10 months estimated)

- Weekly Site Visit/Meetings
- Submittal Review
- RFI Responses
- ASI's
- Punch List Operations
- Close Out Document review
- As-built Documents submitted

Compensation

The fees requested for the services listed above including all subconsultants are as follows:

Architecture	\$508,500.00
Structural Engineering	64,800.00
Mechanical, Electrical, Plumbing, Fire Protection	202,500.00
Civil Engineering	48,600.00
Landscape Architecture	24,300.00
<u>Construction Cost Estimating</u>	<u>28,215.00</u>
Total Fees	\$876,915.00

Allowances (**NOTE: these fees are not included in the design fees above**):

Additional Services Allowance	\$35,000.00
Survey by Wood Patel	3,500.00
Fire Flow Test by City of Avondale	
Waterline Abandonment Services by Wood Patel	5,500.00
Geotechnical Engineering by Speedie including Percolation Test	8,000.00*
Special Structural Inspections (Limited to 30 trips MAX) by ASE	22,500.00
City Requested Low Voltage Design Services by Henderson	22,000.00
Commercial Kitchen Design Allowance by AO2	8,500.00
<u>Reimbursable Expenses (mileage, printing, postage, deliveries)</u>	<u>8,769.00</u>
Total Allowances	\$ 113,769.00

Total Contract Amount \$990,684.00

*unconfirmed fee - verification required

Design Fees by Phase are as follows (exclusive of Allowances):

Schematic Design Phase	\$194,967.00
Design Development Phase	211,464.00
Construction Documents Phase	312,381.00
Permitting and GMP Development Phase	42,498.00
Construction Administration Phase	174,690.00
Total Fees	\$945,000.00

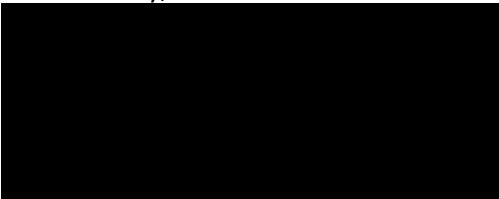
Please note that the Survey and Geotechnical Report will be expended in the Schematic Design Phase.

Assumptions and Exclusions:

- The special structural inspections are limited to 30 trips.
- Civil Engineering does not include off site utility extensions, it is assumed that there is adequate capacity within the existing utility systems within the survey area. No traffic studies are included.
- The survey will include a ground survey of the site, requesting blue staking, and identification of existing utilities. No aerial mapping is anticipated.
- The design team assumes the City’s Technology staff will provide a layout on a plan supplied by the design team for the rough-in box and conduit for the Voice/Data/AV Devices/ Security Devices. The design team will provide the drawings for those rough-ins.
- The design team will work with the City’s furniture and equipment vendor to coordinate those items with the plans/power/data.

We look forward to working closely with Abacus Project Management and the City of Avondale to create a new home for the City’s Seniors and Resource Services. If you have any questions in this regard, please do not hesitate to contact me.

Sincerely,



Joseph M. Salvatore, AIA, LEED AP
Principal, [Architekton](#)

SCOPE OF WORK

Senior and Resource Center Design Services RFQ NS19-066

The City of Avondale (“City”) is seeking a qualified team (“Consultant”) to design a new Senior and Resource Center facility.

1.0 – Project History

The U.S. Census Bureau ranked Avondale as one of the fastest growing cities. Avondale is a vibrant community with a population of nearly 85,000 residents that enjoy a high-quality of life. To ensure the City develops a Senior and Resource Center facility that not only meets the community’s needs today, but into the future, a Program & Conceptual Site Report was completed in November of 2017 which identifies the recommended space for the new combined Center. The Phase I Investigation, Site Feasibility Analysis, Space Planning Spread Sheet and Preliminary Design Basis documents have been completed for a potential site location.

In 1981 the City constructed a 12-inch waterline within the proposed right-of-way for the 10th Street extension between Western Avenue and Riley Drive. When 10th Street was eventually extended, the right-of-way was shifted to the east, leaving the 12-inch waterline crossing Parcels 500-21-021, 500-21-022 & 500-21-023. The City has determined that the 12-inch waterline can be abandoned between Riley Drive and Western Avenue without impacting the area fire flows. Once the project team determines if the 12-inch waterlines conflict with the new Resource Center building, it can be capped and removed. If a conflict does exist, the capping of the line can be coordinated with City’s Public Works staff.

2.0 – Project Description

2.1 The project consists of:

- a) Design of the Senior and Resource Center (approximately 25,000 sf)
- b) Permitting of the Design construction drawings
- c) LEED Certification modified to the services defined in the proposal.
- d) Abandonment of an existing 12” diameter water main which traverses the subject property
- e) Collaboration with the City’s designated project manager and CMAR during the design process
- f) Construction administration for the project

2.2 The Resource Center design will incorporate, but not be limited to:

- a) Entry Lobby; Waiting Area, Audio Visual and art display, Public Restrooms, Reading room, Vending area, Computer Lab
- b) Community Rooms, Children’s Play Space, Classrooms, Multipurpose Rooms and Storage Rooms

- c) Kitchen and Dining Areas; Commercial Kitchen, Dining Room, Delivery and Loading Bay
- d) Resource Center Administration and Program Services; Private Offices, Workstations, Secure Records Storage
- e) Administration Offices; Private Offices, Workstations
- f) Senior Center Administration and Program Services; Private Offices, Workstations, Walking Track
- g) Code Enforcement Offices; Private Offices and Workstations
- h) Shared Support Spaces; Private Rooms, Large Conference Room, Breakroom/Kitchenette, Staff Restrooms and Locker Rooms, Storage Rooms, Copy Center
- i) IT Server Rooms and IT Facility Systems
- j) Building Services Space
- k) Shaded Smoking, Play Area, and Multi Use Spaces
- l) Low Impact Development (LID), Parking and Site Improvements
- m) Off-site utilities and street improvements

2.3 The Resource Center design drawings for permitting and construction packages will be provided by the design team.

The Resource Center location is planned as follows:

- 2.3.1 Parcel 50021023 and 50021022
 - a) Location at: SW Corner of Riley Dr. & 10th St.
 - b) Approximately 6.63 acres.

3. – Project Schedule

Below is a conceptual schedule to complete the associated tasks:

Procure Design Team	March 2019
Procure CMAR	May 2019
Complete Senior & Resource Center Final Design	December 2019
Complete Construction on Senior & Resource Center	September 2020

4. - Scope of Work

This project will be funded over two (2) fiscal years and the associated tasks will be performed as funding becomes available through City Council's approval of the annual budget each fiscal year. The scope of services for this project includes, but is not limited to, the following tasks:

4.1 Currently Funded Tasks for FY19:

- Task 1 Resource Center Design- Phases 1-4
- Task 2 CMAR Collaboration
- Task 3 Construction Administration for Senior & Resource Center Construction

4.2 Tasks for FY20 (Pending funds approval by City Council):

Task 4 Continued Construction Administration for Senior & Resource Center Construction

4.3 It is the intent of the City to hire one design firm (Consultant) to perform and/or manage the above tasks. One contract will be issued to the Consultant for the completion of these tasks. Consultant Scope of Work (SOW) will include Tasks 1 - 4. It is anticipated that the project will consist of the 4 phases as described below.

4.4 Phase 1 – Senior and Resource Center Design Programming and Design Charrette

- 4.4.1 Coordinate and collaborate with City Staff and third-party users in workshops and develop space planning and the preliminary design basis which will identify Senior and Resource Center amenities agreed upon by the team for inclusion in the preliminary design basis documentation.
- a) Prepare a narrative which summarizes results of the design Charrette and Programming
 - b) Prepare a Preliminary Design Basis document.

- 4.4.2 It is the intent of the City to Achieve Lead certification. *LEED Certified* (Verified Score of 40 -49) is the minimum goal. It is expected that certified professionals, included in the Consultant's Design Team, will employ integrative design and apply sustainable design principals as part of best practices application. The consultant shall provide all Staff, LEEDs forms, documentation and certification to achieve *LEED Certified*. The City shall pay the certification fee with Registration by the Consultant. Precertification review is not required.

- 4.4.3 Phase 1 Deliverables include but are not limited to:
- a) Space Planning Report
 - b) Preliminary Design Basis
 - c) Design Concepts

4.5 Phase 2 - Community Outreach and Public Input

The project will include public involvement, with participation from City Council, the Neighborhood, Private Partners and key members from the community. Consultant will be asked to perform the following tasks:

- 4.5.1 Develop and implement a plan to maximize community participation and receive public input.
- 4.5.2 Attend one (1) meeting with Project Team to gather input, provide project updates and discuss public outreach strategies.
- 4.5.3 Meet with key members of the community as identified by the project team to understand community and regional needs in order to ensure

- proposed facilities are in alignment with community needs.
- 4.5.4 Provide graphic and written information as required to support public outreach effort. Public outreach may include pamphlets, questionnaires or link on website links.
 - 4.5.5 Facilitate and conduct one (1) Community Workshop to ascertain the public's wishes and desires for the new Resource and Senior Center.
 - 4.5.6 Provide public outreach summary report that contains information and comments gathered during the public outreach workshop, meeting with community and other public outreach methods. The report will be used to guide the consultant design team during the design phase.
 - 4.5.7 Phase 2 Deliverables; Included but not limited to:
 - a) Community engagement plan.
 - b) Public outreach graphics and supporting information.
 - c) Public outreach summary report.
- 4.6 Phase 3 – Senior and Resource Center Design
- 4.6.1 The Consultant shall, in consultation with the City's project team, prepare a preliminary floorplan and total project budgetary estimate for consideration incorporating the results of the community outreach and programming phase prior to initiating design. A concise and strategic construction phasing and budgeting plan is essential and shall be included in the Consultant's budgetary estimate to ensure funding is allocated efficiently to avoid unnecessary spending and to ensure prompt construction of defined work as funding sources become available.

The design and all work shall conform to the latest edition and amendments of the following:

- City of Avondale Standard Details and Specifications
- MAG Uniform Standard Specifications and Details
- The Code of the City of Avondale
- Other applicable specifications and details required by a governmental agency or utility company (SRP, etc.)

The Senior and Resource Center design shall include, but not be limited to, the following:

- a) Civil design (onsite grading & drainage and offsites)
- b) Structural design
- c) Plumbing design
- d) Mechanical design
- e) Electrical design
- f) Low Voltage Systems design
- g) Architectural design
- h) Hardscape and Landscape designs which incorporate LID
- i) Fire Safety design

The Consultant shall provide value engineering throughout the design process. The Consultant shall collaborate with the Construction Manager at Risk (CMAR) and provide drawings and specifications updates weekly during the design process for utilization by the CMAR in the development of construction cost estimates.

The Consultant shall coordinate with SRP to underground the overhead electric on Riley Drive and complete the relocation of the pump site onto the northeast corner of the subject parcel.

4.6.2 Phase 3 – Senior and Resource Center design deliverables; Including but not limited to:

- a) Final design document including executive summary and all supporting materials.
- b) Create a fly-through animation of the Senior and Resource Center design.
- c) Presentation of the Senior and Resource Center design to City Council, City Staff, and project team.
- d) Overall Senior and Resource Center design color graphics that capture the proposed amenities with existing conditions and infrastructure identified.
- e) Supporting graphics including site sections, elevations, perspectives and design details.
- f) Charts / graphs and supporting information.
- g) Complete Construction Design Package and Construction Permits. The City will pay for city plan review and permit fees.

4.7 Phase 4 – Construction Administration

Tasks for phase 4 may include, but are not limited to, the following:

- 4.7.1 Contractor Requests for Information (RFI) Responses
- 4.7.2 Submittal review and approval
- 4.7.3 Schedule update review and comment
- 4.7.4 Daily QA/QC reports
- 4.7.5 Invoice review and comment
- 4.7.6 Change order request review and comment
- 4.7.7 Document control
- 4.7.8 Final As-Built

END OF SCOPE OF WORK

Proposed City of Avondale Senior and Resource Center Site
APN 500-21-023 & 500-21-022



LAND DESCRIPTION

That part of the Southwest Quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 11 Monumented by a Brass Cap Flush, Bearing South 00 degrees 01 minutes 01 seconds East, a distance of 2644.66 feet from the West Quarter corner of said Section 11, monumented by a Brass Cap in Handhole;

THENCE North 00 degrees 01 minutes 01 seconds East, along the West line of said Section 11, a distance of 100.00 feet to the North right of way line of Western Avenue according to AVONDALE INDUSTRIAL PARK, Book 234 of Maps, Page 22, records of Maricopa County, Arizona;

THENCE North 89 degrees 43 minutes 39 seconds East, along said right of way line, a distance of 127.80 feet;

THENCE continuing along said right of way line, North 74 degrees 51 minutes 06 seconds East, a distance of 385.66 feet;

THENCE continuing along said right of way line, North 89 degrees 43 minutes 39 seconds East, a distance of 623.50 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 07 minutes 40 seconds West, a distance of 28.21 feet;

THENCE North 00 degrees 01 minutes 01 seconds East, a distance of 1044.38 feet;

THENCE North 45 degrees 06 minutes 23 seconds East, a distance of 28.24 feet;

THENCE South 89 degrees 48 minutes 14 seconds East, along a line parallel to and 30.00 feet South of the North line of the South half of said Southwest Quarter of Section 11, a distance of 380.66 feet;

THENCE South 00 degrees 01 minutes 01 seconds West, a distance of 1081.10 feet;

THENCE South 89 degrees 43 minutes 39 seconds West, along a line parallel to and 100.00 feet North of the South line of said Section 11, being the North right of way line of Western Avenue a distance of 380.66 feet to the POINT OF BEGINNING.

NOTES

- All landscaping within the local, and collector street right of way is to be maintained by the adjacent owners.
- All utility and public service easements, including any limitations of easements; and construction within such easements shall be limited to utilities, landscaping and wood, wire, or removable section type fences.
- All utilities shall be installed underground.
- All electric and communication lines to be constructed underground as required by the Arizona Corporation Commission.
- No alterations shall be made to the storm water retention areas that are a part of these premises without written approval by the City of Avondale.
- No structures shall be constructed in or across nor shall other improvements or alterations be made to the drainage facilities that are a part of this subdivision without written authorization by the City of Avondale.
- All retention basins must drain any storm event up to and including 100-year, 2 hour storm within 36 hours. Owner must take corrective actions to bring the basin into compliance.

LOT TABLE

LOT NO.	AREA
1	144,469 S.F.
2	144,469 S.F.
3	144,469 S.F.

APPROVED BY THE COUNCIL OF THE
CITY OF AVONDALE, AZ.

This 14th Day of Oct., 2007,

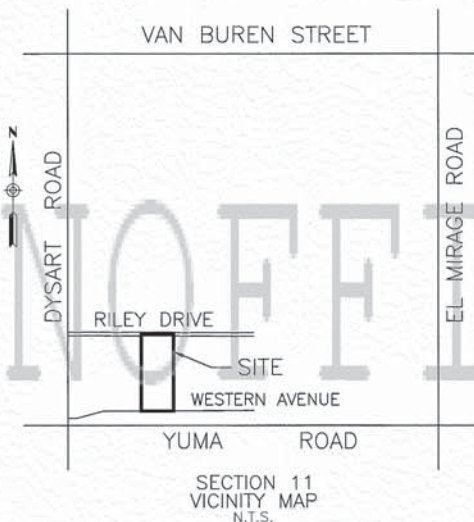
By: [Signature] Mayor Date: 10/14/2007

Attest: [Signature] City Clerk Date: 10/14/2007

By: [Signature] City Engineer Date: 10/14/2007

FINAL PLAT OF "RILEY PROPERTY"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



REFERENCES

- PLSS Subdivision Record of Survey Maricopa County Geodetic Demarcation and Cadastral Survey Sections 1 through 36 in Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian as recorded in Book 694 of Maps, Page 38 Maricopa County Records Office.
- Avondale Industrial Park, Book 234 of Maps, Page 22, official records of Maricopa County.
- Warranty Deed Instrument No. 99-0119655, official records of Maricopa County.
- Results of Boundary Survey as recorded in Book 892 of Maps, Page 20, M.C.R.

BASIS OF BEARINGS

S00T01°01'W, West line of the Southwest Quarter of Section 11.

SITE AREA

Area: 433,407 Square Feet or 9.9497 Acres more or less.

100 YEAR ASSURED WATER SUPPLY

The area platted hereon lies within the domestic water service areas of the City of Avondale which is designated as having an assured water supply pursuant to Section 45- 576 Arizona Revised Statutes.

DEVELOPER/OWNER

City of Avondale
11465 W Civic Center Drive
Suite 110
Phoenix, Arizona 85020
Phone: 602-333-2400
Fax: 602-333-0240
Contact: Christopher Reams

SURVEYOR

Dibble Engineering
7500 North Dreamy Draw Drive, Ste. 200
Phoenix, Arizona 85020
Phone: 602-957-1155
Fax: 602-957-2838
Contact: Randy Bilyeu

DEDICATION

State of Arizona / SS
County of Maricopa

Know all men by these presents: The City of Avondale, an Arizona Municipal Corporation, as owner, has subdivided under the name of "Riley Property", a three lot commercial subdivision located in a portion of the Southwest Quarter of Section 11, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown and platted hereon, hereby publishes this plat as and for the plat of said "Riley Property", a Commercial Subdivision, and hereby declares that said plat sets forth the location and gives the dimensions of the lots, streets and easements constituting same, and that the lots and streets shall be known by the number or name given each respectively on said plat. The City of Avondale, an Arizona Municipal Corporation, as owner, hereby dedicates to the public, for use as such, the streets and easements as shown on said plat and included in the above described premises.

In witness whereof:

The City of Avondale, an Arizona Municipal Corporation, as owner, has hereunder caused its name to be signed and the same to be attested by the signature of Marie Lopez Rogers, its Mayor, thereunto duly authorized this 16th day of October, 2007.

ACKNOWLEDGMENT

State of Arizona / SS
County of Maricopa

Before me this 16th day of October, 2007, Marie Lopez Rogers personally appeared before me, the undersigned notary public, who acknowledged himself to be Mayor of The City of Avondale, an Arizona Municipal Corporation, the legal owner of the property platted hereon and acknowledged that Marie Lopez Rogers as Mayor, executed this instrument for the purposes herein contained.

In witness whereof, I hereunto set my hand and official seal.

CERTIFICATION

This Plat is only valid if it bears the original seal and inked signature of the certifying Professional Land Surveyor.

I hereby certify that the plat of Riley Property, a commercial subdivision is based on an actual survey made on the ground by me or under my direct supervision during the month of July 2007 and that said plat meets or exceeds the current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey. The monuments shown actually exist or will be set as shown, their positions are correctly shown and said monuments are sufficient to enable the survey to be retraced. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of land surveying and all platting of subdivisions as established by the Arizona Board for Architects, Professional Engineers and Professional Land Surveyors to the best of my professional abilities, knowledge and beliefs.

Randall J. Bilyeu, RLS #45834



10/03/07
Date

BOOK 955 PAGE 25
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-1162307
10/25/2007 12:25 PM

7500 N. Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

Dibble
Engineering

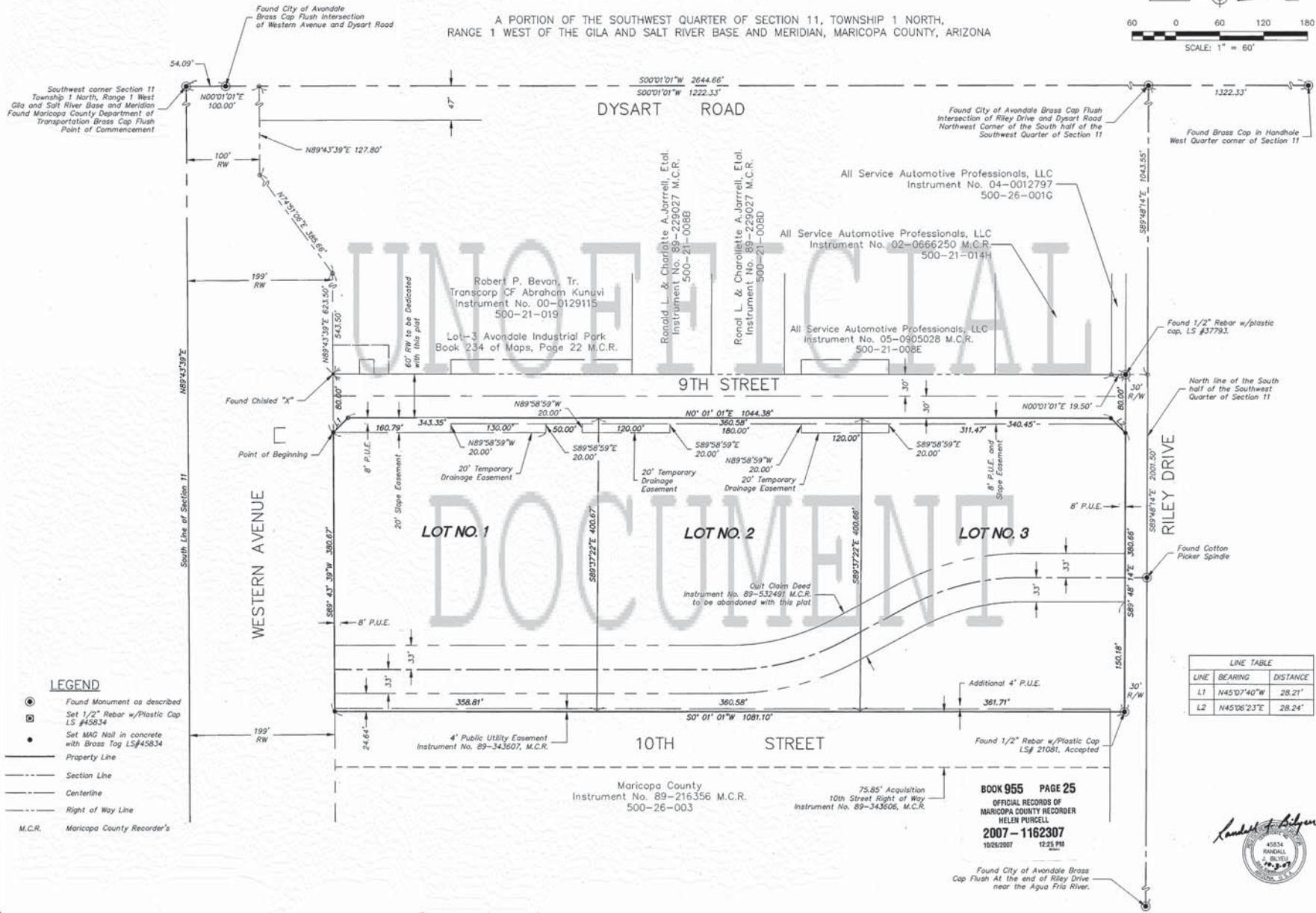
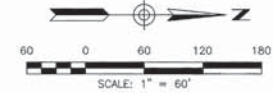
FINAL PLAT
OF
"RILEY PROPERTY"

D.E. JOB NO. 10-0658.1 DATE: OCT. 03 07
SURVEYED: JULY 07 DRAWN: GDS
PROJECT: RILEY PROPERTY
REVIEWED: JLD
REVIEWED: RJB

DWG. NO. 1
SH 1 OF 2

FINAL PLAT OF "RILEY PROPERTY"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



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Engineering

FINAL PLAT
OF
"RILEY PROPERTY"

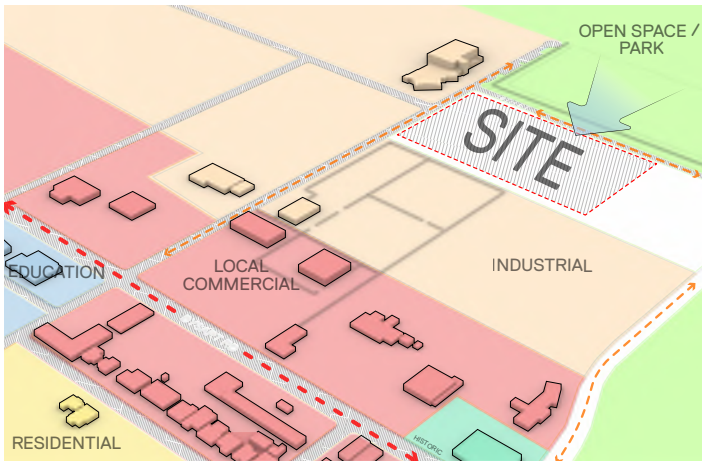
D.E. JOB NO. 10-06581	DATE: Oct. 03 07	SCALE: 1"=60'
SUBMITTED: JULY 07	DRAWN: GOS	REVIEWED: J.D.
PROJECT: RILEY PROPERTY		REVIEWED: R.B.

DWG. NO.
2
SH. 2 OF 2

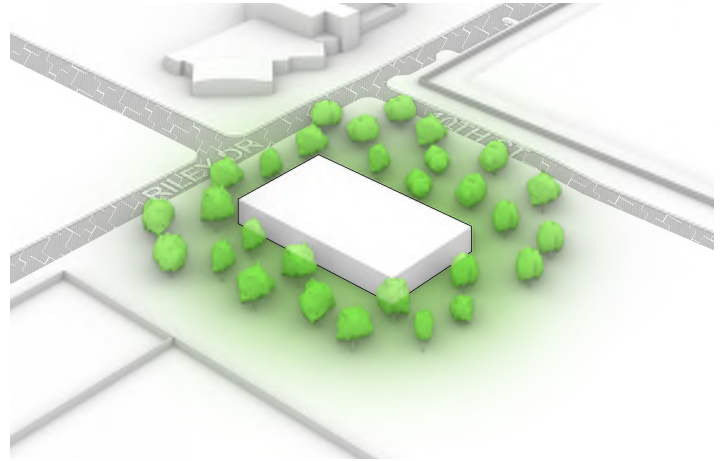
BOOK 955 PAGE 25
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-1162307
10/26/2007 12:25 PM
Found City of Avondale Brass
Cap Flush At the end of Riley Drive
near the Agua Fria River.



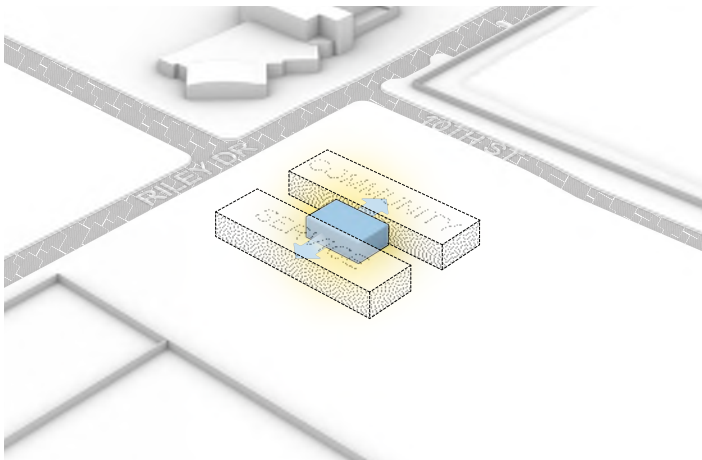
D. PROJECT APPROACH



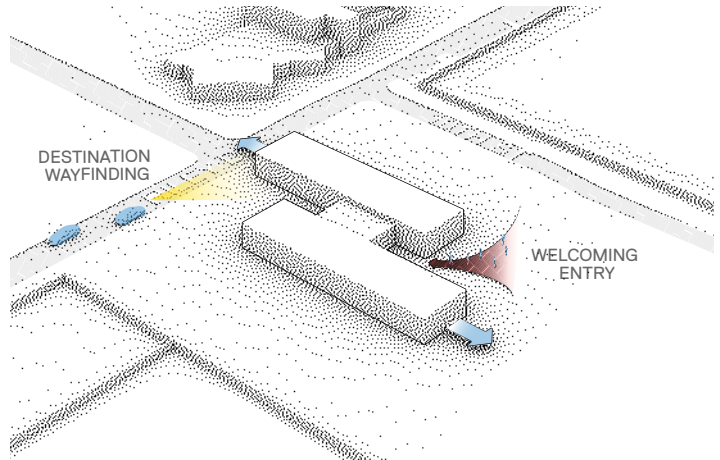
Site Context



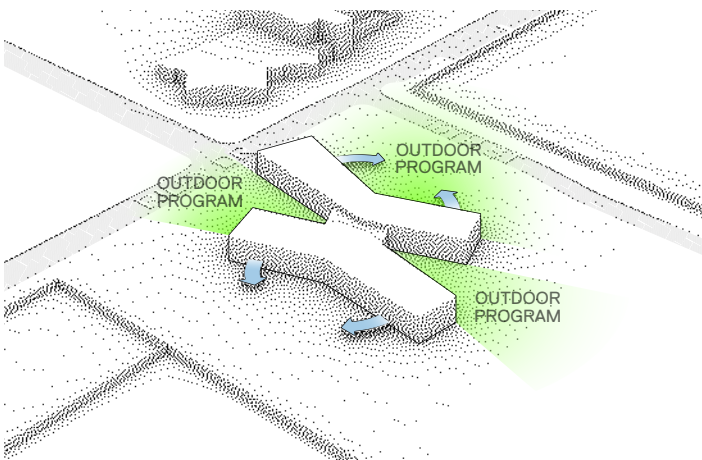
Building in the Park: [Safe Haven](#)



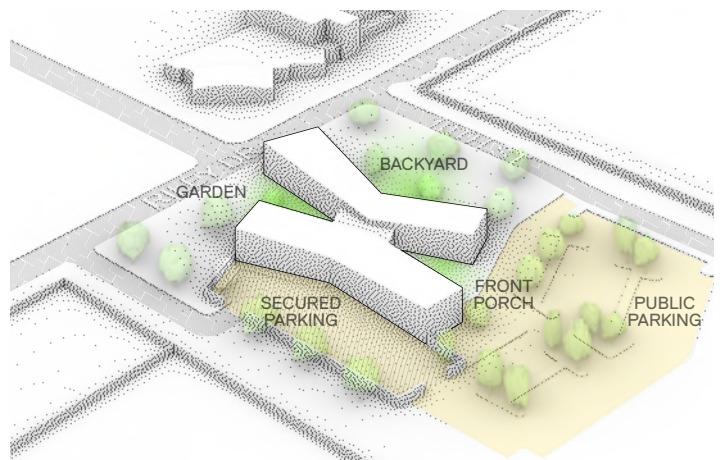
Hub: [Synergy, One-Stop Shop](#)



Wayfinding/Program: [Intergenerational](#)

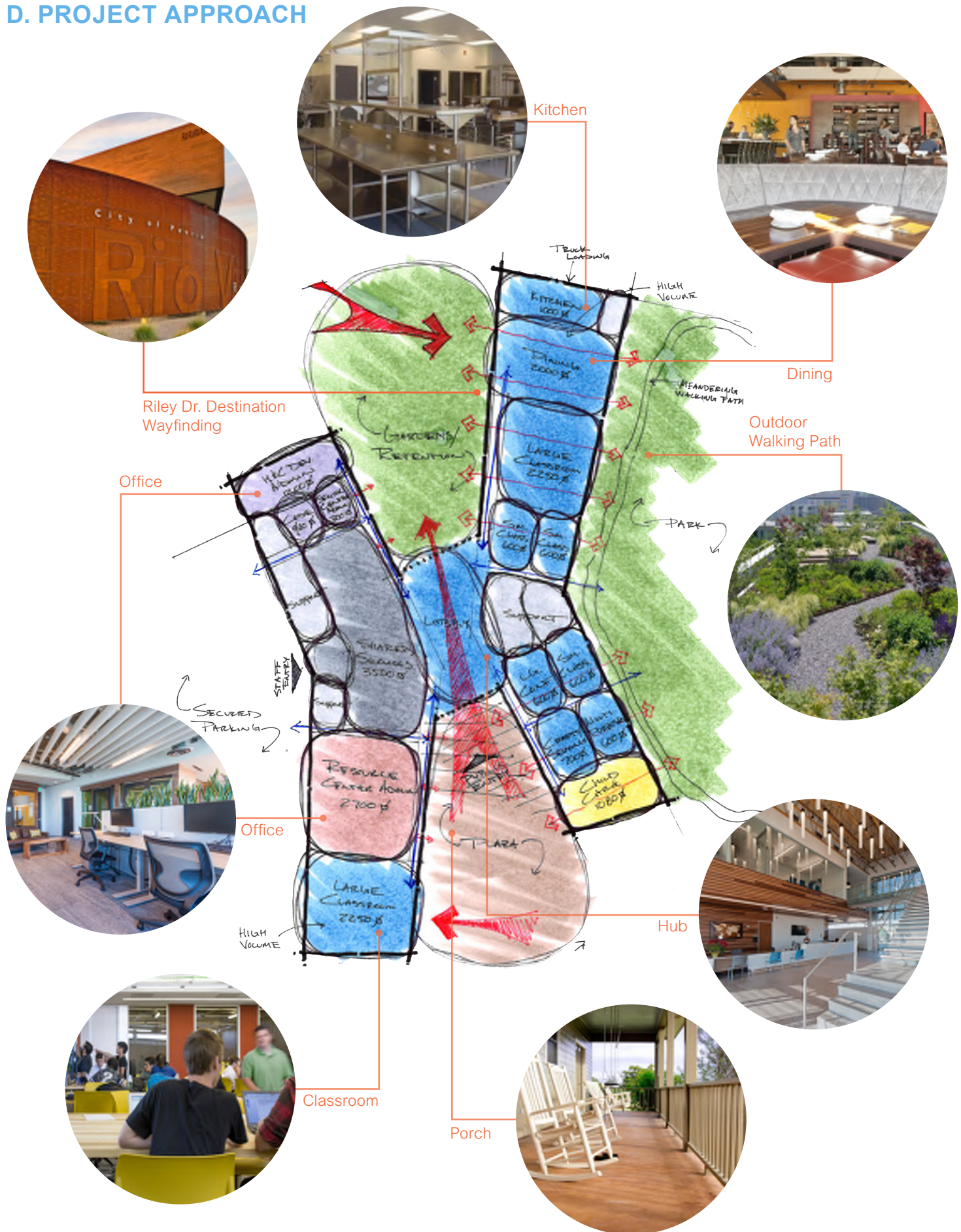


Connecting People to Site: [Safe Haven](#)



Site Plan: [New Community Home](#)

D. PROJECT APPROACH



Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S., CFM
Michael T. Young, P.E., LEED AP
James S. Campbell, P.E., LEED GA
Thomas R. Gettings, R.L.S.
Darin L. Moore, P.E., LEED GA
Jeffrey R. Minch, P.E., CFM
Robert D. Gofonia, P.E., R.L.S.
John M. Bulka, P.E.
Daniel J. Cronin, PMP, LEED AP, CDT
James G. Taillon, CFM
Daniel W. Matthews, P.E.
Joseph C. Daconta, P.E., CFM, PH
Ethan A. Boyle, P.E.
Cesar Castillo, P.E.
Ronald F. Martinez, P.E.
Gabriel S. Rios, R.L.S.
Frank M. Koo, P.E.
John G. Ritchie, P.E.
Christian D. Aguirre, P.E.
Nicholas E. Brown, P.E.
Derek C. Nichols, P.E.
Steven C. McKee, P.E.
Craig S. Bolze, P.E., ENV SP
Robert W. Dalton, P.E.
Brian J. Diehl, R.L.S.
Ryan Hall, P.E.
Dennis Harmon, R.L.S.

March 11, 2019

Mr. Joseph M. Salvatore, AIA, LEED AP
Architect / Principal
Architekton
464 South Farmer Avenue, Suite 101
Tempe, AZ 85281

(480) 229-4238
joesalvatore@architekton.com

Re: **Avondale Resource Center**
Avondale, Arizona
Professional Civil Engineering Services

Dear Mr. Salvatore:

Thank you for inviting Wood, Patel & Associates, Inc. (Wood/Patel) to submit this Professional Civil Engineering Services Agreement to **Architekton** (Client) for the **Avondale Resource Center** project.

This project is located on a vacant parcel at the southwest corner of 10th Street and Riley Drive covering approximately 5 acres. We understand the project will consist of one proposed building with open landscape areas and surface parking. Our services are based on the Client-furnished preliminary site information received via email on March 11, 2019.

Below is our scope of services and fee summary for professional civil engineering services based on our understanding of the project and without specific meetings with the City of Avondale. These items follow your RFP outline for Schematic Design, Design Development, Construction Documents, Permitting GMP Phase, and Construction Administration services.



FEES

A. SCHEMATIC DESIGN SERVICES	\$16,038
1. Site Due Diligence	
2. Schematic Design Documents	
3. Meetings and Conference Calls (Assume 2 hours)	
B. DESIGN DEVELOPMENT SERVICES	\$7,776
1. Design Development Documents	
2. Meetings and Conference Calls (Assume 2 hours)	
C. CONSTRUCTION DOCUMENT SERVICES	\$12,150
1. Grading & Drainage Plan	
2. Storm Drain Plan	
3. Drainage Report	
4. Water & Sanitary Sewer Plan	
5. Water and Wastewater Basis of Design Reports	
6. Storm Water Pollution Prevention Plan	
7. Meetings and Conference Calls (Assume 4 hours)	
D. GMP PHASE SERVICES	\$3,888
1. Civil Assistance	
2. Meetings, Conference Calls (Assume 2 hours)	
E. CONSTRUCTION ADMINISTRATION SERVICES	\$8,748
1. Post Design Assistance	
2. Site Visits (Assume 2 visits)	
TOTAL	\$48,600
F. POTENTIAL CIVIL TASKS	
1. Public Waterline Abandonment Assistance	\$5,500
• Parcel Description	
• Exhibit	
• Documentation Assistance	
3. Vertical Topographic Survey	
• 5-acre Property	\$3,500
4. Reimbursable Expenses	\$750

RETAINER

A \$0 retainer is required to begin the professional services outlined above. This retainer will be applied to the final project invoice per industry standard.

SCOPE ASSUMPTIONS

- Construction Document plans and reports will be a continuation of Design Development documents.
- Civil documents will reference jurisdictional standards and details. Separate specifications will not be prepared.
- A final Architectural Site Plan will be provided in AutoCAD format.
- Offsite utility extensions, roadway or intersection improvements are not included.
- Regional and/or comprehensive Master Studies can be completed under separate contract, if required.
- Civil documents will reference a Geotechnical Report, prepared by others, for pavement and soil information.
- Civil documents will reference structural plans for retaining wall design information.
- Proposed pavement and/or hardscape sections shall be provided by the Geotechnical Engineer.
- Mechanical pumping or lifting will not be required for utility systems.
- Construction inspection or certification services are not included.
- Existing utilities are shown based on information made available to Wood/Patel. Non-destructive subsurface utility investigation (potholing) is recommended for this project.
- Requests for design alternative studies (Value Engineering) after Design Development can be accomplished under separate contract, if requested.
- Additional services required to meet Client, Owner or Contractor phasing requirements of Construction Documents can be completed under separate contract, if required.
- Dry utility (power, gas, telecom, etc.) coordination is not included in this scope of services.
- Coordination with FEMA or Flood Control District of Maricopa County is not included.
- Owner provided boundary survey information will be utilized for design. This scope does not include a Lot Tie or Final Plat.

Mr. Joseph M. Salvatore, AIA, LEED AP
Architekton
Avondale Resource Center
Professional Civil Engineering Services

March 11, 2019
Page 6 of 7

Wood/Patel is pleased to offer this agreement to **Architekton**. If this agreement meets with your approval, please indicate by signing below and returning one copy to us.

Sincerely,

Wood, Patel & Associates, Inc.



Darin L. Moore, P.E.
Vice President

DLM/se

Y:\WP\Proposals\Commercial\Avondale Resource Center Abb Scope Architekton J Salvatore 03-11-19.docx

AUTHORIZATION & ACCEPTANCE
FOR ENGINEERING SERVICES

Accepted for _____
(Organization Responsible for Payment)

Accepted by _____
(Name and Title)

Signature _____ Date _____

Wood, Patel & Associates, Inc.
HOURLY FEE SCHEDULE
2019

ENGINEERING & SURVEYING:

Project Manager III	\$175
Project Manager II	\$165
Project Manager I.....	\$155
Project Manager	\$145
Engineer V	\$150
Engineer IV	\$140
Engineer III	\$130
Engineer II	\$120
Engineer I.....	\$110
Engineer	\$100
Technician V	\$120
Technician IV	\$110
Technician III.....	\$100
Technician II	\$90
Technician I	\$80
Technician.....	\$70
Surveyor V	\$130
Surveyor IV.....	\$120
Surveyor III.....	\$110
Surveyor II	\$90
Surveyor I	\$80
Surveyor	\$70
2-Man Survey Crew	\$150
1-Man Survey Crew	\$90

CONSTRUCTION MANAGEMENT:

Construction Manager III.....	\$165
Construction Manager II	\$155
Construction Manager I	\$135
Construction Manager.....	\$125
Construction Observer III	\$105
Construction Observer II.....	\$95
Construction Observer I.....	\$75

REIMBURSABLE COSTS:

Reproductions and Outside Delivery Service	Cost
Office Travel	\$0.58/mile

SJM:R/PHX-FP:CoA
March 8, 2019

Mr. Joseph M. Salvatore, AIA LEED AP
Architect | Principal
Architekton
464 South Farmer Avenue, Suite #101
TEMPE, ARIZONA 85281

Via e-mail: joesalvatore@architekton.com

Dear Joe:

**RE: CITY OF AVONDALE SENIOR & RESOURCE CENTER
FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

Thank you very much for inviting Rider Levett Bucknall (RLB) to submit a fee proposal for providing Cost Consultancy Services for the planned City of Avondale Senior & Resource Center.

Project History

The U.S. Census Bureau ranked Avondale as one of the fastest growing cities. Avondale is a vibrant community with a population of nearly 85,000 residents that enjoy a high-quality of life.

To ensure the City develops a Senior and Resource Center facility that not only meets the community's needs today, but into the future, a Program & Conceptual Site Report was completed in November of 2017 which identifies the recommended space for the new combined Center.

The Phase I Investigation, Site Feasibility Analysis, Space Planning Spread Sheet and Preliminary Design Basis documents have been completed for a potential site location.

In 1981 the City constructed a 12-inch waterline within the proposed right-of-way for the 10th Street extension between Western Avenue and Riley Drive. When 10th Street was eventually extended, the right-of-way was shifted to the east, leaving the 12-inch waterline crossing Parcels 500-21-021, 500-21-022 & 500-21-023.

The City has determined that the 12-inch waterline can be abandoned between Riley Drive and Western Avenue without impacting the area fire flows.

Once the project team determines if the 12-inch waterlines conflict with the new Resource Center building, it can be capped and removed.

If a conflict does exist, the capping of the line can be coordinated with City's Public Works staff.

Mr. Joseph M. Salvatore, AIA LEED AP
Architekton
March 8, 2019
Page 2

**RE: CITY OF AVONDALE SENIOR & RESOURCE CENTER
FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

Project Description

The project consists of:

- a) Design of the Senior and Resource Center (approximately 25,000 sf)
- b) Permitting of the Design construction drawings
- c) LEED Certification
- d) Abandonment of an existing 12" diameter water main which traverses the subject property
- e) Collaboration with the City's designated project manager and CMAR during the design process
- f) Construction administration for the project

The Resource Center design will incorporate, but not be limited to:

- a) Entry Lobby; Waiting Area, Audio Visual and art display, Public Restrooms, Reading room, Vending area, Computer Lab
- b) Community Rooms, Children's Play Space, Classrooms, Multipurpose Rooms and Storage Rooms
- c) Kitchen and Dining Areas; Commercial Kitchen, Dining Room, Delivery and Loading Bay
- d) Resource Center Administration and Program Services; Private Offices, Workstations, Secure Records Storage
- e) Administration Offices; Private Offices, Workstations
- f) Senior Center Administration and Program Services; Private Offices, Workstations, Walking Track
- g) Code Enforcement Offices; Private Offices and Workstations
- h) Shared Support Spaces; Private Rooms, Large Conference Room, Breakroom/Kitchenette, Staff Restrooms and Locker Rooms, Storage Rooms, Copy Center
- i) IT Server Rooms and IT Facility Systems
- j) Building Services Space
- k) Shaded Smoking, Play Area, and Multi Use Spaces
- l) Low Impact Development (LID), Parking and Site Improvements
- m) Off-site utilities and street improvements

The Resource Center design drawings for permitting and construction packages will be provided by the design team. The Resource Center location is planned as follows:

Parcel 50021023 and 50021022

- a) Location at: SW Corner of Riley Dr. & 10th St.
- b) Approximately 6.63 acres.

Construction Budget

The construction budget for the project is identified as \$9,000,000.

Mr. Joseph M. Salvatore, AIA LEED AP
Architekton
March 8, 2019
Page 3

**RE: CITY OF AVONDALE SENIOR & RESOURCE CENTER
FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

Consultant Scope of Work & Proposed Fees

Our fees for providing the following Cost Consultancy Services are as follows:

- prepare preliminary Programming Level Construction Cost Estimate - \$4,725
 - Value Engineering at preliminary Programming Level - \$2,160
 - prepare one (1) Schematic Design (SD) Construction Cost Estimate including reconciliation w/ the selected CMAR as necessary - \$12,150
 - Value Engineering at the Schematic Design (SD) Phase - \$2,700
-
- review of the selected CMAR's proposed Guaranteed Maximum Price (GMP) - \$7,965

Exclusions

Please carefully note that our proposed fees specifically do not include the following:

- preparation of a Construction Documents construction cost estimate
- detailed labor, material and equipment build-ups for any unit rates included within RLB's cost estimate(s)
- preparation of new cost estimates or amendments to our cost estimates necessitated by changes in the design or by further redesigns beyond the milestone exercises specifically included within this proposal

Terms & Conditions

The terms will be as per Architekton's contract with City of Avondale and the Standard AIA Consultant Agreement. Unless otherwise agreed to in writing, RLB's scope of services is limited to the extent included in this proposal.

Any additional scope, changes in the scope, or additional scope required by contract terms and conditions shall be an additional service for which additional fees will be required.

Mr. Joseph M. Salvatore, AIA LEED AP
Architekton
March 8, 2019
Page 4

RE: CITY OF AVONDALE SENIOR & RESOURCE CENTER
FEE PROPOSAL FOR COST CONSULTANCY SERVICES

Acceptance

To signify your acceptance of this proposal, please sign below and return it to me.

In the meantime, if you have any questions, or would like to discuss some aspect of this proposal, please feel free to contact us.

Yours faithfully,

RIDER LEVETT BUCKNALL LTD.

Scott J. Macpherson MRICS
Executive Vice President

Charlene Mendoza CM-BIM LEED-AP
MBA
Senior Cost Manager

Accepted: _____

Position / Title: _____

Date: _____



AGREEMENT FOR PROFESSIONAL SERVICES

Date: March 8, 2019

Client

Architekton
464 S. Farmer Avenue, Suite 101
Tempe, AZ 85281,
Contact: Joseph Salvatore

Project

Senior and Resource Center
Avondale, AZ

Project Description and Scope of Services

Henderson Engineers, Inc. (Henderson) will provide mechanical, electrical, plumbing, and fire protection performance specifications ("M/E/P/FP") drawings and specifications for Avondale Resource Center (\$9,000,000 construction cost, 25,000 sq. ft.). Henderson's specific scope of services is set forth in the following Scope of Services. This Scope of Services and Fee is based on the City of Avondale RFQ.

Scope of Work

1. Approximate Construction Budget: \$9,000,000
2. A new single Story, 25,000 SF
3. LEED Certification will not be pursued by the City on this project. City request that Green Building Best Practices still be incorporated into the design of the expansion and existing headquarters remodel within Construction Budget.
4. Henderson will provide construction drawings and specifications for a structured cabling system. The structured cabling system shall include: fiber optic and/or copper cabling; racks/cabinets; cabling and terminations; as well as requirements for testing and labeling. Henderson will work with the City to specify components consistent with the City IT standards.

Services and Fee Detail

Fee Type	Progressively Billed	Fixed Fee
Schematic Design (15%)		\$30,375
Design Development (25%)		\$50,625
Construction Documents (40%)		\$81,000
Construction Administration (20%)		\$40,500
Henderson Professional Services MPE Fee		\$202,500
Telecom Structured Cabling System Design Services		\$22,000
Total Henderson Professional Services Fee		\$224,500
Additional Site visit/Meeting/trip/engineer		\$800
Reimbursable Expenses Multiplier		1.0

When accepted by Client this Proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Henderson is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If Henderson proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.

Accepted for Client:

By (signature): _____

Print Name:

Title:

Date:

Accepted for Henderson Engineers, Inc.

By (signature): _____

Print Name: Omid Mottahed

Title: Vice President

Date: March 8, 2019

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services (See following sections for specific tasks):

- ☒ Mechanical
- ☒ Electrical
- ☒ Plumbing
- ☒ Fire protection (performance specifications)
- ☐ Refrigeration
- ☐ Acoustics
- ☐ Audio-Visual
- ☐ Security
- ☐ Architectural lighting
- ☐ Telecom
- ☐ Broadcast

Document Submittals:

- ☒ Schematic Design – 30%
- ☒ Design Development– 60%
- ☐ Construction Documents Review – 90%
- ☒ Construction Documents Review – 100%
- ☒ Issue for Permit
- ☒ Issue for Bid
- ☐ Issue for Construction
- ☐ Design based on prototype provided by client
- ☐ This project is intended to serve as a prototype for use in the design of subsequent projects.

Specifications Format:

- ☒ Specifications on drawings
- ☐ MasterSpec format 2004 book specifications

BIM:

- ☐ Develop BIM Execution Plan
- ☐ Export Clash Detection Views
- ☐ Perform Clash Detection
- ☐ Host BIM Coordination Meetings

Compliance Documentation:

Refer to Energy Modeling section for services relating to performance path energy code compliance.

- ☒ ASHRAE 90.1 or IECC Energy Code compliance form completion (prescriptive path only).

LEED™:

Refer to Energy Modeling section for services relating to building simulation for building certification programs.

- ☒ LEED design/documentation services not included

Concept Design Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Energy benchmarking
- ☐ Climate analysis

- ☐ Electrical system options analysis
- ☐ Rule-of-thumb major equipment size estimates
- ☐ Utility main size estimates
- ☐ Preliminary design narratives

Schematic Design Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Basis of design narratives
- ☐ Construction document sheet index
- ☒ Major equipment sizing and location plan
- ☒ Preliminary equipment room sizing
- ☒ Chase sizing estimates (based on rules of thumb)
- ☒ Plenum space allocation analysis
- ☒ Preliminary site plan showing utility connection points
- ☒ HVAC zoning plan
- ☒ HVAC Controls system integration philosophy
- ☒ Define lighting level criteria
- ☒ Establish preliminary sanitary/storm invert elevation
- ☐ Create as-built drawings of existing conditions

Design Development Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Demolition drawings
- ☒ Electrical single-line Diagrams
- ☒ Mechanical single-line Diagrams
- ☒ HVAC load calculations
- ☒ Ventilation calculations
- ☒ Air balance calculations
- ☐ Incorporate smoke evacuation concept (concept provided by 3rd party code consultant)
- ☒ Equipment cut sheets
- ☒ Equipment plans
- ☒ Interior lighting design services
 - ☐ Basic lighting design services provided by Henderson.
 - ☐ Architectural Lighting services provided by Henderson.
 - ☒ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
 - ☐ Henderson will not provide lighting design services.
- ☒ Exterior facade lighting design services
 - ☒ Basic lighting design services provided by Henderson.
 - ☐ Architectural Lighting services provided by Henderson.

Henderson.

- ☐ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
- ☐ Henderson will not provide lighting design services.
- ☒ Exterior site lighting design services
 - ☒ Basic lighting design services provided by Henderson.
 - ☐ Architectural Lighting services provided by Henderson.
 - ☐ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
 - ☐ Henderson will not provide lighting design services.
- ☒ Device layout (for a single typical room)
- ☒ Zone terminal unit layout
- ☒ Preliminary equipment and lighting schedules
- ☒ Single line duct/pipe mains in/out chases
- ☐ Typical floor section
- ☒ Details
- ☒ Specifications table of contents
- ☒ HVAC control diagrams, sequence of operations and initial setpoint matrix
- ☐ HVAC control system performance specification only (in notes on equipment schedule)
- ☒ Roof drain riser location and slope height requirement

Construction Document Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☒ HVAC Piping plans
- ☐ HVAC duct plans
- ☒ Electrical power plans
- ☒ Interior lighting plans
- ☒ Exterior facade lighting plans
- ☐ Exterior site lighting plans
- ☒ Plumbing piping plans
- ☒ Plumbing riser diagram
- ☒ Final specifications
- ☒ Final calculations
- ☒ Final schedules
- ☒ Final details
- ☒ Final HVAC control sequences and setpoint matrix
- ☒ Drawings for rough-in box and conduit for Voice/Data/POS Outlets.
 - ☒ Layout provided to Henderson by others.
 - ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)
- ☒ Drawings for rough-in box and conduit for security and/or audio-visual devices.
 - ☒ Layout provided to Henderson by others.
 - ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)

- ☐ Extension of utility services to area of work
- ☒ Generator power design
 - System Purpose
 - ☐ Healthcare EPSS (NEC Art. 517)
 - ☐ Emergency (NEC Art. 700)
 - ☐ Legally Required (NEC Art. 701)
 - ☐ Standby (NEC Art. 702)
 - Installation Type
 - ☒ Permanently installed
 - ☐ Temporary/Portable installation
- ☐ Design for UPS / back-up power
- ☐ Lightning protection performance specification

Coordination Services

Consultants' deliverables must be provided to Henderson at least 5 working days prior to any Henderson deliverable issue date influenced by the consultant content. Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Coordinate lighting design provided by architect, owner, or 3rd party lighting consultant
- ☒ Coordinate with IT, security, AV consultant
- ☐ Coordinate with food service consultant
- ☐ Coordinate with 3rd party commissioning agent
- ☐ Coordinate with 3rd party code consultant
- ☐ Coordinate with 3rd party medical equipment consultant

Bid/Negotiation Phase

Refer to Meetings and Travel Time for additional services included within this phase.

- ☒ Respond to Bidder Questions
- ☐ Bid Review and Analysis

Limited Construction Administration Services

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Participate in weekly construction conference calls. Presuming [#] week(s) in schedule and [#] hour(s) per call.
- ☒ Respond to construction RFI's within [7] business day(s) of receiving construction RFI at Henderson.
- ☒ Review submittals (maximum of [2] review(s) per submittal)
- ☒ Review O&M manual (maximum of [1] review) for general inclusion of all required items.
- ☐ Review Test & Balance report (maximum of [#] review(s))
- ☒ Review contractor as-built drawings (including up to [1] review of each system). Reviews limited to adherence to owner required format and general knowledge of the project.
- ☐ Prepare record drawings to include all issued addendums, change orders requiring drawing updates, and construction RFI's requiring drawing updates.

- ☐ Review and comments on [#] cost estimate(s).
Reviews limited to comments on quantities and general system level costs based on past experience.
Review is contingent on adequate back-up documentation from contractor/ estimator.

Studies:

- ☐ MEP existing conditions analysis
- ☐ Opinion of probable construction cost
- ☐ Opinions of probable luminaire cost
- ☐ Fault-current study
- ☐ Electrical coordination study
- ☐ Arc flash study
- ☐ Computational Fluid Dynamics (CFD) fire modeling
- ☐ Smoke control analysis report
- ☐ Lightning protection risk analysis

Fire Protection:

- ☒ Fire Alarm layout with performance specification
- ☐ Fire Alarm design drawings with wiring, voltage drop and battery calculations
- ☒ Fire Sprinkler performance specification only
(No sprinkler layout)
- ☐ Fire Sprinkler drawings with sprinkler layout and performance specification
- ☐ Fire Sprinkler design drawings with sprinkler locations, pipes and hydraulic calculations
- ☐ Fire Pump design

Architectural Lighting:

- ☐ Interior architectural lighting design services
- ☐ Exterior façade architectural lighting design services
- ☐ Exterior site architectural lighting design services
- ☐ Coordination Meetings: [#] in-town, [#] out-of-town.
- ☐ Design intent narrative
- ☐ Lighting Concept Design
- ☐ Lighting layout documents
- ☐ Light fixture cut sheets
- ☐ Lighting control intent diagrams
- ☐ Lighting Calculations
- ☐ Development of custom luminaires
- ☐ Full or partial scale lighting mockups
- ☐ Lighting photometric calculations
- ☐ Lighting detail sketches

Meetings and Travel Time

These numbers include the numbers for meetings and observations referenced elsewhere in the document.

- ☒ Perform [1] initial site observation visit.
- ☒ Attend [3] design coordination meeting(s).
- ☐ Attend [#] pre-bid meeting(s).
- ☐ Attend [#] on-site construction meeting(s).
- ☒ (3) Construction site observation visits/meetings.

- ☐ On-site aiming of lighting fixtures: [#] site visit(s)
- ☐ On-site programming: [#] site visit(s)

Audio-Visual:

- ☐ AV system design
 - ☐ Conference rooms
 - ☐ Classrooms
- ☐ Sound masking system design
- ☐ Television distribution design
- ☐ Public address system design
- ☐ Digital signage system design
- ☐ IPTV (internet protocol television) design
- ☐ A/V Systems Commissioning
- ☐ Master Planning
- ☐ System Programming

Security:

- ☐ Access control system design
- ☐ Emergency/blue light phone system design
- ☐ Intrusion detection system design
- ☐ Video surveillance system design

Telecom:

- ☒ Interior structured cabling system design
- ☐ Outside plant structured cabling system design
- ☐ Wi-Fi system design ("HEAT" mapping)
- ☐ Wi-Fi system design (grid layout)
- ☐ Network system specification
- ☐ Telephone system specification

Acoustics:

- ☐ On-site acoustical assessment of existing spaces: [#] site visit(s)
- ☐ Environmental noise assessment: [#] site visit(s)
- ☐ MEP systems noise control guidelines
- ☐ Recommendations for noise criteria
- ☐ Recommendations for natural sound reinforcement
- ☐ Review MEP systems documents relating to noise
- ☐ Review architectural documents relating to acoustics
- ☐ Recommendations for sound isolation
- ☐ Recommendations for sound retarding doors and/or operable partitions

Additional Services

The services listed under Scope of Services which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client, and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:

- Modifications to base building utilities or utility improvements to space.
- Evaluation of substitutions.
- Responses to construction RFIs where such information is available to the contractor.
- Services made necessary due to default or insufficient work of a contractor.
- Envelope compliance documentation based on architect's proposed design.
- BIM Renderings.
- Design of theatrical/stage lighting.
- Photorealistic renderings of lighting designs.
- Design of internally illuminated signage.
- Design of broadcast lighting.
- Storm water design.
- Documentation of, or modification to, base building utilities within tenant space which services other spaces.
- Street lighting.
- Solar hot water system design.
- Photovoltaic power system design.
- Lightning protection design.
- Wind power system design.
- Mock-ups.
- Daylighting design.

Assumptions

Basis of Proposal

The Scope of Services above is based on the information provided to Henderson as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Plan documents

Plans are generally coordinated with other disciplines but minor clashes may still exist. It is the expectation of Henderson that an installation contractor will be retained to cross check final equipment and component dimensions once they have completed the submittal process. Specifications and/or details will include some accessories that are not shown on plans due to scale limitations. Plumbing plans cover components within 5'-0" outside of the building and do not include foundation drainage.

BIM Assumptions

Level of Development:

In general terms, systems covered by this scope of work are graphically represented within the model as a specific system, object, or assembly with approximate quantities, size, shape, location, and orientation (LOD 300 as defined by AIA Document G202-2013). Model content is limited to show the routing and installation intent of building systems and is generally coordinated with the architectural design and design of other consultants. Final coordination is the responsibility of the installation contractor.

Authorized Uses are Limited to the Following:

The Model is suitable for general clash detection with other consultants' elements and systems. If the model is used to generate quantity take offs for cost estimating purposes, there is no guarantee of completeness or accuracy. When conflicts arise, the contract documents take precedence over the model. The Model may be used to show ordered, time-scaled appearance of majority of detailed architectural and other consultants' elements and systems. The Model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Henderson's written permission.

Copyright and Distribution:

Henderson is not transferring its copyrights or other rights in the Model or the Model content. The Client will be given a license to use the Model for the Authorized Uses listed above. The recipient may not distribute the Model or the content of the Model, to any other person or entity, including contractors or other consultants on the Project, nor may it be shared with anyone within the Client's organization who does not have a need to access it for the listed uses on this project without the written consent of Henderson.

Fee Details

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
- b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
- c. Overnight delivery, handling, and postage charges
- d. Local delivery, handling, and postage charges

Sales/Excise Tax

Sales tax will be applied when required by law. Any sales or excise taxes are in addition to, and are not included in, the stated fee. Any necessary sales or excise taxes will be billed to Client and are payable within thirty days of the invoice.

HOURLY RATE SCHEDULE - \$ per hour

Core Rates

Principal	195
Department Director	165-175
Senior PM / Engineer / Designer	165
Lead PM / Engineer / Designer	145
Engineer / Designer III	135
Engineer / Designer II	120
Engineer / Designer I	110
Site Observation Specialist	105-110
BIM/CADD Technician	85-90
Administrative Specialist	85

Special Rates

Senior Fire Code Consultant	170
Fire Code Consultant	150
Senior Broadcast Designer	170
Senior / Lead Acoustical Consultant	145-165
Acoustical Consultant	110-125
Senior Architectural Lighting Designer	125-166
Architectural Lighting Designer	110-115
Construction Manager	145
Electrical Systems / Eng. Manager	145
Commissioning Manager / Agent	135
Commissioning Technician	110-120
Estimator	135
Certified Energy Manager	135
Project Developer / Coordinator	110



Advanced Structural Engineering

2800 N. Central Ave., Suite 1010, Phoenix, AZ 85004 602.264.1010

AdvancedStructuralEng.com

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: Mr. Joseph M Salvatore, AIA LEED AP, Principal
Architecton
464 S Farmer Ave, Suite 101
Tempe, AZ 85281

DATE: March 11, 2019
PROPOSAL NO: P19031
PROJECT NO: TBD

PROJECT: Senior and Resource Center – Design and CA
SW Corner of Riley Street and 10th Street, Avondale AZ

SCOPE OF SERVICES: Structural engineering design and drafting, review your specifications, sealed calculations and construction documents, plan check and bid phase support, construction contract administration (review submittals, RFI's / ASI's) for the Avondale Senior and Resource Center. Construction is intended to consist of a 25,000-SF single story structure. Foundations are assumed to be shallow isolated and continuous foundations. Building is intended to house a dining and kitchen area, various classroom areas, computer lab, children's play area, resource center, administrative and office spaces, and various other multi-use areas.

SPECIAL CONDITIONS: Special Structural Inspection (SSI) is not included as part of this proposal and has been submitted as a separate fee.

SERVICES FEE:

\$11,800.00	Schematic Design Phase
\$11,800.00	Design Development Phase
\$30,320.00	Construction Documents Phase
\$2,720.00	Permitting/GMP Development Phase
<u>\$8,160.00</u>	Construction Administration Phase
\$64,800.00	Total Lump Sum

EXPENSES: Anticipated minor expenses for messengers, in-house printing and plotting, and local travel are included in our lump sum fee. Major expenses such as milestone printing for end of phase permit submittals or bid sets, while not anticipated, would be billed at our cost without markup (x1.0) if required.

By: **Advanced Structural Engineering**

Agreed to by: **CLIENT**

Signed: _____

Signed: _____

By: Eric Domingo
Project Manager

By: _____
Print Name/Title/Date

Attachments: Exhibit A: Terms and Conditions on the next page
Exhibit C: Scope of Services Checklist

cc: Brian B. Raji, PE, SE, Managing Principal, ASE
Karen Ratliff, Marketing, ASE
Sheila Perez, Accounting, ASE



Advanced Structural Engineering

2800 N. Central Ave., Suite 1010, Phoenix, AZ 85004 602.264.1010

AdvancedStructuralEng.com

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: Mr. Joseph M Salvatore, AIA LEED AP, Principal
Architecton
464 S Farmer Ave, Suite 101
Tempe, AZ 85281

DATE: March 11, 2019
PROPOSAL NO: P19032
PROJECT NO: TBD

PROJECT: Senior and Resource Center – SSI Services
SW Corner of Riley Street and 10th Street, Avondale AZ

SCOPE OF SERVICES: Special Structural Inspection for the Avondale Senior and Resource Center. Construction is intended to consist of a 25,000-SF single story structure. Foundations are assumed to be shallow isolated and continuous foundations. Building is intended to house a dining and kitchen area, various classroom areas, computer lab, children's play area, resource center, administrative and office spaces, and various other multi-use areas. Inspection Services include and are limited to an estimated 30 site inspections and associated expenses.

SPECIAL CONDITIONS: None

SERVICES FEE: \$22,500.00 Special Inspection Services

EXPENSES: Anticipated minor expenses for messengers, in-house printing and plotting, and local travel are included in our lump sum fee. Major expenses such as milestone printing for end of phase permit submittals or bid sets, while not anticipated, would be billed at our cost without markup (x1.0) if required.

By: **Advanced Structural Engineering**

Agreed to by: **CLIENT**

Signed: _____

Signed: _____

By: Eric Domingo
Project Manager

By: _____
Print Name/Title/Date

Attachments: Exhibit A: Terms and Conditions on the next page

cc: Brian B. Raji, PE, SE, Managing Principal, ASE
Karen Ratliff, Marketing, ASE
Sheila Perez, Accounting, ASE



EXHIBIT C
STRUCTURAL ENGINEERING SCOPE OF SERVICES

Our fee is based on the following selected/checked scope items and subject to change if project scope is revised:

Overall Project Metrics:

Included?	Project Metric	Included?	Project Metric
X	Estimated total construction cost: \$9.0M		Parking garage; # of structured levels: x
X	Total gross square feet: 25,000-SF		Pre-Engineering garage by others
X	One major building mass		Pre-Engineered Metal Bldg by others
	Multiple bldgs./wings; # of bldgs.: x		Mixed PEMB with ASE design
X	Single story		ASE design PEMB foundation only
	Multistory; # of stories: x		Prototype building
	Designed for future level(s)		Repeat bldg. from previous prototype

The following are normally included in our BASIC services:

Included?	Basic Design Services	Included?	Basic Design Services
X	Assist Client in concept/programming	X	Study alternative framing systems
X	Site visit if existing building	X	Written narrative of systems and selection
X	Schematic design phase; ~15% design	X	Full CAD/Revit/BIM modeling of structure to AIA E202 Level of Development 300
X	Design development ph.; ~30-40% design	X	Outline specifications during DD phase
X	Construction documents ph.; 100% design	X	Full CD specifications or redline client's
X	Bidding/bid negotiation/GMP support	X	Review Client's cost estimate opinion
	Design for support of building MPE systems equipment		Design embeds/attachments for exterior cladding elements
	Design embeds/attachments for pre-fab stairs and handrails		Design rail supports and attachments for elevators and other guideway systems
	Design retaining walls that are part of the building structure		Design site free-standing walls and trash enclosure walls
X	Review GC shop and erection drawings, submittals, concrete mix designs		Review GC shop drawings for pre-engineered structural elements
X	Review testing and inspection reports	X	Assist Client in preparing change orders
X	Review RFI's/field questions and provide interpretations of structural conditions	X	Review GC change order requests, claims, and disputes
	Provide site observation visits at periodic intervals of construction (max of xx visits)	X	Assist Client in determining amounts due to GC for structural work
	Attend Owner-Architect-Contractor (OAC) meetings on an as-needed basis (included within limit of site observation visits)	X	Review GC's as-built drawings submittal

The following are not normally part of Basic services and are additional or optional services:

Included?	Additional or Optional Services:	Included?	Additional or Optional Services:
	Special Structural Inspections (SSI); maximum no. of site visits = xx		Full-time on-site project representative or site engineer/manager
	Post-construction substantial/final completion or warranty site observ. visits		Review GC's procurement plan, schedule, and safety plans



Included?	Additional or Optional Services:	Included?	Additional or Optional Services:
	Review GC's construction schedule and payment requests		Attend Owner-Architect-Contractor (OAC) meetings on a regular or weekly basis
	Record Drawings based on GC's as-builts		Provide special studies or special surveys
	Services Relative to Future Facilities, Systems, and Equipment		Services to Investigate Existing Conditions of Facilities, or Make Measured Drawings
	Services to Verify Accuracy of Information Furnished by Architect		Coordination of Construction Performed by Separate Contractors
	Services Regarding Work of a Construction Manager or Consultant		Detailed Opinions or Estimates of Construction Cost
	Quantity Surveys or Material Inventory		Designing Tenant or Rental Spaces
	Investigations or Appraisals of Existing Materials or Facilities		Coordination of Work in Conjunction with Owner Supplied Equipment or Materials
	Sitework Elements (normally provided by arch/civil/landscape):		Non-structural or Secondary Structural Elements and Their Attachments:
	a. Culverts, Bridges, Foot Bridges, Sidewalks, Utility/Drainage Vaults/Pads		a. Detailed Cladding, Curtain Wall, Metal Stud, Precast Fascia Panels
	b. Site Retaining Walls		b. Interior Architectural Systems
	c. Landscape Elements, Furnishings		c. Window Washing System/Tie Downs
	d. Signs		d. Antenna or Flagpoles
	e. Misc. Site Structures including shade canopies, gazebos, trellises		e. Calcs/details for anchorage of MPE equipment & distribution systems
	f. Flagpoles, Lighting Poles, AV/Security Poles, Solar Panel Racks		f. Calculations and details for anchorage of medical equipment.
	g. Fencing, Gates, Backstops, Sports / Playground Equipment, Skateparks		g. Mechanisms/Guides for Elevators, Escalators or other Conveying Equip.
	h. Pre-Engineered Metal Buildings (PEMB), Parking Canopies & Fndns.		h. Pre-Engineered Stairs and Handrails designed by others.
	i. Swimming Pools.		i. Storage Tanks or Underground Vaults
	Incorporate Peer Review Comments		j. Storefront and Skylight Design
	Prepare Demolition Documents		Soils investigations or reports.
	Prepare Excavation, Excavation Shoring, or Underpinning Documents		Designing, detailing, or specifying Life Safety and Fireproofing
	Designing, detailing, or specifying waterproofing or watertightness		Analysis & Design of Base Isolation or Other Passive Energy Dissipation Systems
	Field modifications or substitutions originated by contractor or owner		Construction sequencing and special techniques
	Redesign and/or investigation of alternative details or methods of construction requested after the plans have been essentially completed		Redesign due to owner or design team revisions after previous fast-track or phased packages have been coordinated, approved, and submitted
	Fast-track construction or phased construction document submittals		Redesign required due to construction costs exceeding the construction estimates



March 11, 2019

Joseph M. Salvatore AIA LEED AP
Architekton
Architect Principal
464 S Farmer Ave, Suite 101
Tempe, AZ 85281

Re: **City of Avondale Resource Center**
Scope of Services and Cost Proposal Landscape Architecture Design Services

Dear Mr. Salvatore:

J2 Engineering and Environmental Design, LLC (J2) is pleased to submit this proposal for professional services regarding the subject project. The Scope of Services, Man Hour Estimate, and Fees are attached. The proposal is based on our recent discussions with you regarding this project and the information site plan that you have provided.

Project Understanding: The City of Avondale plans to construct a new resource and senior at the SW Corner of Riley Drive and 10th Street. The new resource center will be approximately 50,000 SF and the site will be part of the parcel that the City has secured for this project.

As requested our fee is broken out in to the following broad categories. The detailed breakdown of these categories is attached.

Task 100 Schematic Design	\$4,388.91
Task 200 Design Development	\$6,354.82
Task 300 Construction Documents	\$5,846.19
Task 400 Construction Observations	<u>\$7,649.02</u>
Landscape Architecture Task Total	\$24,238.93

We look forward to starting this exciting project promptly following your approval.

Sincerely,
J2 Engineering and Environmental Design, LLC


Jeff Engelmann, RLA, ASLA
Vice President

Accepted Architekton:

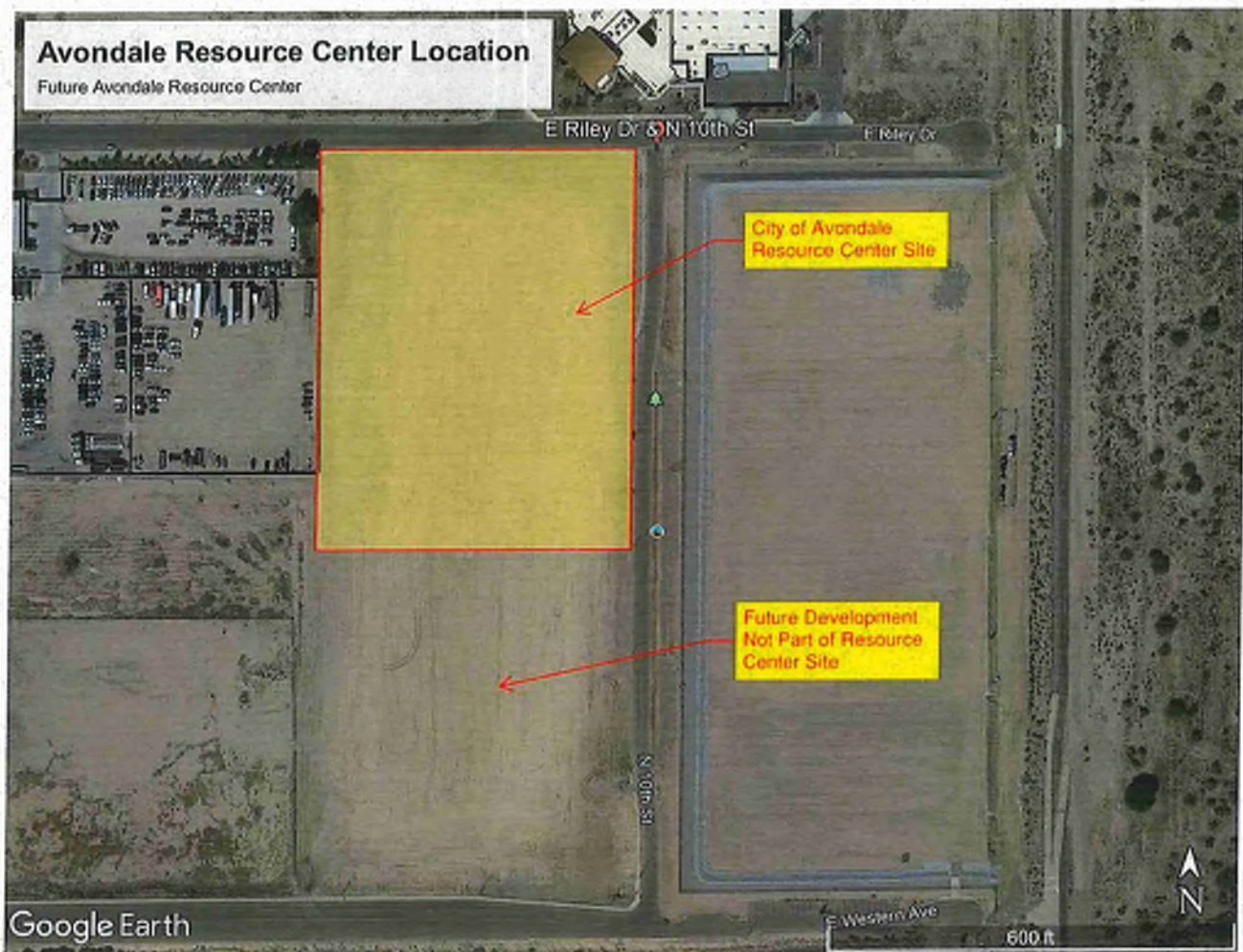
Joe Salvatore
Architekton
(Encl.)

EXHIBIT A
SCOPE OF SERVICES
City of Avondale Resource Center

Task 100. Schematic Design Final Site Plan and Schematic Design (30%)

Assist Architekton in finalizing the site plan for the City of Avondale Resource Center and develop Schematic Design Plans (30%) for the recreation center. Develop preliminary landscape design concepts and details to a schematic design level (30%) and submit schematic design concepts to Architekton for delivery with their plans to the City for review and comment.

Site Location



METHOD:

1. J2 will review Achitekton site plan relative to City required landscape areas
2. Develop and prepare schematic design plans (30%) design for landscape design concept plans for review by Architekton, City staff and City identified key stakeholders.
 - i. City of Avondale Resource Center **On Site** Set of Plans
 - a. On Site Landscape Surface Materials Summary Sheet (1)
 - b. On Site Landscape Plan Sheet (1)

- c. On Site Landscape Details (2)
- d. On Site Surface Materials Plans (1)
- e. On Site Irrigation Summary Sheet (1)
- f. On Site Irrigation Plan Sheet (1)
- g. On Site Irrigation Details (2)
- 3. Outline Specifications (Specifications Index Only)
- 4. Opinion of Probable Construction Costs for Landscape and Irrigation
- 5. Attend site design kickoff meeting

PRODUCTS:

- 1. Prepare a Draft Schematic Design Package (30%) and Cost Estimate for the City of Avondale Resource Center and provide to Architekton.

TASK 200. Design Development (60%)

Further develop and refine the schematic design packages on site designs and details bringing the schematic design to a 60% level of completion along with cost estimates and specifications for submittal to Architekton for incorporation into the overall set of plans for distribution to the City for review.

METHOD:

- 1. Revise Schematic Design documents in response to any client comments or concerns and to bring the schematic design plans to a design development (60%) level of completion.
- 2. QA/QC Process
- 3. Electronic Delivery of Design Development Documents (60%) plans, specifications and estimate for construction to Architekton to include in the overall package submittal to the City.

PRODUCTS:

- 1. Design Development Plans
- 2. Design Development Specifications and Cost Estimate
- 3. Prepare a Design Development Package of Plans and Specifications along with a revised Cost Estimate and provide to Architekton for submittal to the City

TASK 300. Construction Documents (100%)

After receiving comments from the City on the Design Development (60%) Design Development package of plans, specifications and estimates for the landscape and irrigation portions of the project site, the J2 Team will revise the plans towards final construction documents as identified within this scope of services.

METHOD:

- 1. Revise Design Development plans, specifications and estimate for in response to any client comments or concerns.

PRODUCTS:

- 1. Develop 100% Construction Document Plans.
- 2. Develop Final Construction Document Specifications.
- 3. Prepare Final Construction Document Package of Plans and Specifications along with a revised Cost Estimate and provide to Architekton for submittal to the City.

TASK 400. Post Design Construction Assistance

To assist Architekton in the construction observations of the City of Avondale Resource Center by performing limited post design construction observation services. This Scope of Work sets limits on the

time estimated to perform these limited construction services. This time will be utilized as the benchmark to track the work effort required.

Limited post design services shall be performed by J2 Engineering and Environmental Design, LLC (J2).

Construction Submittals & Reviews

J2 will issue design clarifications, as required, to address contractor questions and review submittals and shop drawings. J2 will review shop drawings as well as review, respond, and coordinate requests for information (RFI) from the contractor.

J2 will provide a follow-up response with verbal and/or written communication including photographs and graphic exhibits as needed for RFI's and shop drawing submittals submitted to J2 in regards to landscape or landscape irrigation submittals.

We are anticipating the submittals to include, but would not be limited to, the following:

- irrigation equipment
- decomposed granite materials and associated items
- plant materials and associated items

It is assumed that each submittal/shop drawing will have no more than two (2) reviews for each submittal package. This equates to an initial review of the submittal/shop drawing and a second review after any requested corrections or updates have been made.

J2 will maintain a file management system for documenting the reviews and responses for the landscape and irrigation elements, planting and irrigation shop drawings, and landscape and irrigation material submittals. J2 will utilize Architektors system for all responses to any submittals.

Construction Meetings and Site Visits/Observations

J2 will attend the site meetings outlined below to support the effort of Architektors and City of Avondale with the construction observations for both landscape and irrigation installation efforts. These observations will be provided to verify that the project installation is being performed in accordance with the construction documents.

401. J2 will attend six (6) monthly construction meetings of the anticipated eighteen (18) month construction schedule. It is assumed that the contractor will run the construction meetings and provide all required construction schedules, agendas, attendance logs, and meeting minutes. It is assumed the meeting will be held at the City of Avondale Resource Center Facility or at another agreed upon location determined at the Pre-construction Conference. It is assumed that each meeting will be four (4) hours in duration inclusive of travel time to and from the meeting and any follow up notes and/or observation reports issued by J2. J2 will have one (1) representative at these construction meetings: our Project Landscape Architect.

402. In addition to attendance at the monthly construction meetings J2 will visit the site an additional five (5) times during the anticipated eighteen (18) months of construction to observe construction activities and perform on-site reviews of landscape, irrigation layout, landscape materials, etc. For efficiency of travel time J2 will coordinate these visits with the regularly scheduled monthly construction meeting. It is assumed that J2 will spend an additional two (2) hours at the site performing observations and one (1) hour generating a field report for these field observations. These five (5) additional site observations will be attended by our Project Landscape Architect.

403. J2 will visit local (within 75 miles of project site) nurseries with the Contractor to accept and/or reject the selected and tagged plant material. Contractor shall have secured and tagged the plant materials in advance of these nursery visits. This one visit is meant to verify that the materials are tagged and that the materials meet the specifications. This nursery visits is anticipated to take one day to complete (8 Hours) and J2 will develop the follow up report (2 Hours). J2 will have one representative responsible for this effort: our Project Landscape Architect.

Pre-Final and Final Walkthrough

J2 will attend the the pre-final and final walkthroughs outlined below to support the effort of Architekton and City of Avondale with the construction observations for both landscape and irrigation installation efforts. These walkthroughs will be provided to verify that the project installation was performed in accordance with the construction documents and will note any discrepancies observed that need to be corrected prior to acceptance of the project.

404. During the last 60 days of the construction contract, approximately two months prior to completion, J2 will attend one (1) pre-final walkthrough with the City and the contractor and develop a punch list of items relative to the site construction including all elements related to the engineering and landscape and irrigation components of the project. This meeting is anticipated to be four (4) hours in duration, inclusive of travel time to and from the site, and two (2) hours to develop punch lists items. J2 will have two (2) representatives at this meeting: the Project Engineer and Project Landscape Architect.
405. During the final 30 days of the construction contract, approximately one month, J2 will attend one (1) final walkthrough where the punch list previously developed will be reviewed and determined, what if anything, is left to complete before final acceptance of the project. This meeting is anticipated to be three (3) hours in duration, inclusive of travel time to and from the site, and two (2) hour to complete final acceptance report. J2 will have two (2) representatives at this meeting: the Project Engineer and Project Landscape Architect.

Limited post design services will be performed by J2 Engineering and Environmental Design, LLC.

Construction observation and inspections will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the general landscape and irrigation aspects of the project. This task should not be construed to warrant the work of any contractor.

Material testing (gradations, compactions, concrete testing) of these items are **not** part of this observation contract.

Each discipline will review and approve applicable shop drawings.

Any observation and inspection services provided by the Consultant Project Team are solely for the purpose of rendering a professional opinion regarding apparent conformance to contract requirements. Consultant does not warrant the work of any Contractor. In accordance with generally accepted construction practice, contractor shall be solely responsible for all job site conditions and safety of persons or property.

Any observations and inspections of the work completed are subject to the following:

The observations and inspections shall be directly related to the quality of the work performed that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has:

1. Made exhaustive or continuous on-site inspections to check the quality or quantity of the work.
2. Reviewed construction means, methods, techniques, sequences for the Contractor's own work or procedures.
3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment.
4. Ascertained how, or for what purpose, the Contractor has used money previously paid on account of the Contract Sum.

J2 shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. J2 shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Contract Documents. J2 shall not have control over, or charge of, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by J2.

The Construction Observations and Inspections portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

Maximum contract time of 540 calendar days for construction (18 Months/72 Weeks).

If this general understanding is not correct, or if Architekton and City of Avondale feels additional, field time is needed beyond this Scope of Work, such services can be provided on an additional time and materials basis.

Design Assumptions & Exclusions:

1. J2 has not included any public involvement attendance at any meetings and no graphic support or drawings associated with any public involvement.
2. J2 has not included the development of any 3D Perspectives or plan view renderings.
3. J2 has not included Civil Engineering, Traffic Engineering, Electrical Engineering, Structural Engineering.
4. J2 has not included Hardscape Plans or Details.
5. With the limited budget J2 will not be attending any comment review or design meetings.
6. J2's scope of services will be limited to the site and does not include the adjacent park or other areas not identified.
7. The irrigation system will be designed off of the existing potable water supply that is assumed to already be at the site and will not include any waterline plans for extension and no irrigation booster pump design Correct.
8. Architekton will provide the electrical service, circuit breaker, etc. associated with the irrigation controller system.
9. Geotechnical Investigations for site work (if required) will be provided by others.
10. Reproduction of all Submittal/Review Sets shall be by Architekton.
11. J2 is not providing any permitting or fees.
12. J2 will not be responsible for any building design or structure elements or features.
13. J2 will not provide any environmental services including SWPPP or Erosion Control efforts.
14. J2 will not provide any 404 Permitting or USACE reviews.
15. J2 has not included any native plant inventory or salvage plans and or details
16. J2 will not be providing any Utility Potholing.
17. J2 will not be providing any hydrant flow testing for water supply and or pressure.

18. J2 is not providing any utility extensions. All utilities are assumed to be present in the vicinity and immediately adjacent to the site within Riley Drive or to Street. J2 will provide the irrigation point of connection plans and details to connect to these existing facilities.
19. This scope does not include the design of any booster pumping system for potable water.
20. All meeting notes, their distribution and meeting locations shall be provided by others.
21. Existing electrical lines along the west side of Peart Road shall remain protected in place
22. Existing well head along west side of Peart Road shall remain protected in place
23. This scope does not include the design of any agricultural irrigation line design or irrigation line extension.

We would expect to start our services promptly after receipt of your acceptance and complete our services in a timely manner. This proposal represents the entire understanding between J2 and Architekton in regard to the work set out herein and may only be modified in writing.

Exhibit B
Rate Schedule

Consultant J2 Engineering

Title	Billable Rate
Design Manager	\$188.38
Project Landscape Architect	\$108.07
Designer	\$78.57
Designer Senior	\$107.52
Administration	\$66.95

DERIVATION OF COST PROPOSAL

City of Avondale Resource Center

Architekton

J2 Engineering and Environmental Design, LLC

<i>Schematic Design (30%)</i>	\$4,388.91
<i>Design Development (60%)</i>	\$6,354.82
<i>Construction Documents (100%)</i>	\$5,846.19
<i>Construction Observations</i>	\$7,640.02
Total Fees	\$24,238.93

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

City of Avondale Resource Center

Architekton

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Registered Landscape Architect	14	\$41.88	\$586.32
Designer	26	\$30.45	\$791.70
Designer - Sr.	4	\$41.66	\$166.64
Administrative	6	\$25.94	\$156.00

Total Hours 50 Total Direct Labor \$1,700.66

Total Estimated Labor: \$1,700.66

Overhead @ 134.61% of Direct Labor \$2,289.26

Total Estimated Labor and Overhead: \$3,989.92

Estimated Direct Expenses Estimated Expenses Total

Printing, Reproduction, Reprographics, Supplies Etc.	* Included in Overhead *	\$0.00
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Total Direct Expenses \$0.00

Subconsultants: Design

None \$0.00

Total Estimated Outside Services: \$0.00

Total Estimated Cost J2 and Subconsultant \$3,989.92

Fixed Fee at 10% \$398.99

Total Estimated Cost: \$4,388.91

J2 Engineering and Environmental Design LLC

3/11/2019

Date

Jeffrey M. Engelmann, RLA, ASLA
Principal

Fee Schedule

3/11/2019

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Registered Landscape Architect	Designer	Designer - Sr.	Administrative	Total
100.0	Schematic Design (30%)					
	Kickoff Meeting	2	2	0	1	5
	Site Visit Field Verification	4	4	0	1	9
	Landscape Plans	4	10	2	2	18
	Irrigation Plans	4	10	2	2	18
						0
	Grand Total Design:	14	26	4	6	50

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

City of Avondale Resource Center
Architekton

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Registered Landscape Architect	20	\$41.88	\$837.60
Designer	39	\$30.45	\$1,187.55
Designer - Sr.	8	\$41.66	\$333.28
Administrative	4	\$25.94	\$104.00

Total Hours 71 Total Direct Labor \$2,462.43

Total Estimated Labor: \$2,462.43

Overhead @ 134.61% of Direct Labor \$3,314.68

Total Estimated Labor and Overhead: \$5,777.11

Estimated Direct Expenses Estimated Expenses Total

Printing, Reproduction, Reprographics, Supplies Etc.	* Included in Overhead *	\$0.00
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Total Direct Expenses \$0.00

Subconsultants: Design

None \$0.00

Total Estimated Outside Services: \$0.00

Total Estimated Cost J2 and Subconsultant \$5,777.11

Fixed Fee at 10% \$577.71

Total Estimated Cost: \$6,354.82

J2 Engineering and Environmental Design LLC

3/11/2019

Date

Jeffrey M. Engelmann, RLA, ASLA
Principal

Fee Schedule

3/11/2019

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Registered Landscape Architect	Designer	Designer - Sr.	Administrative	Total
200.0	Design Development (60%)					
	Landscape Plans	8	18	4	2	32
	Irrigation Plans	12	21	4	2	39
						0
	Grand Total Design:	20	39	8	4	71

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

City of Avondale Resource Center

Architekton

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Registered Landscape Architect	20	\$41.88	\$837.60
Designer	38	\$30.45	\$1,157.10
Designer - Sr.	4	\$41.66	\$166.64
Administrative	4	\$25.94	\$104.00

Total Hours 66 Total Direct Labor \$2,265.34

Total Estimated Labor: \$2,265.34

Overhead @ 134.61% of Direct Labor \$3,049.37

Total Estimated Labor and Overhead: \$5,314.71

Estimated Direct Expenses Estimated Expenses Total

Printing, Reproduction, Reprographics, Supplies Etc.	* Included in Overhead *	\$0.00
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Total Direct Expenses \$0.00

Subconsultants: Design

None \$0.00

Total Estimated Outside Services: \$0.00

Total Estimated Cost J2 and Subconsultant \$5,314.71

Fixed Fee at 10% \$531.47

Total Estimated Cost: \$5,846.19

J2 Engineering and Environmental Design LLC

Jeffrey M. Engelmann, RLA, ASLA
Principal

3/11/2019

Date

Fee Schedule

3/11/2019

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Registered Landscape Architect	Designer	Designer - Sr.	Administrative	Total
300.0	Construction Documents (100%)					
	Landscape Plans	8	18	2	2	30
	Irrigation Plans	12	20	2	2	36
						0
	Grand Total Design:	20	38	4	4	66

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

City of Avondale Resource Center

Architekton

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates	Total
Registered Landscape Architect	59	\$41.88	\$2,470.92
Designer	0	\$30.45	\$0.00
Designer - Sr.	0	\$41.66	\$0.00
Administrative	19	\$25.94	\$493.00

Total Hours 78 Total Direct Labor \$2,963.92

Total Estimated Labor: \$2,963.92

Overhead @ 134.61% of Direct Labor \$3,989.73

Total Estimated Labor and Overhead: \$6,953.65

Estimated Direct Expenses Estimated Expenses Total

Printing, Reproduction, Reprographics, Supplies Etc.	* Included in Overhead *	\$0.00
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Total Direct Expenses \$0.00

Subconsultants: Design

None \$0.00

Total Estimated Outside Services: \$0.00

Total Estimated Cost J2 and Subconsultant \$6,953.65

Fixed Fee at 10% \$695.37

Total Estimated Cost: \$7,649.02

J2 Engineering and Environmental Design LLC

Jeffrey M. Engelmann, RLA, ASLA
Principal

3/11/2019

Date

Fee Schedule

3/11/2019

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Registered Landscape Architect	Administrative	Total
400.0	Construction Observations			
	Construction Kickoff Meeting	4	1	5
	Plant Nursery Plant Tagging	8	2	10
	Initial Irrigation Site Visit	6	2	8
	Construction Observations at Site 6 Meetings	24	6	30
	Planting Layout Site Visit	4	2	6
	Irrigation Distribution Site Visit	4	2	6
	Substantial Walkthrough and Punch Lists	6	2	8
	Final Walkthrough	3	2	5
	Grand Total Design:	59	19	78



CITY COUNCIL REPORT

SUBJECT: Professional Services Agreement with Architekton Inc. for the Design of the Police Building Expansion Project

MEETING DATE: 3/25/2019

TO: Mayor and Council

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

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to enter into a Professional Service Agreement with Architekton Inc. for Architectural and Engineering Design of the Police Building Expansion Project in the amount of \$665,401.00 and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take the appropriate action.

BACKGROUND:

Council has directed City Staff to move forward with the design of a Building Expansion and Property and Evidence Room at the Avondale Police Headquarters, located on the City Hall Campus Complex. A dedicated Project Manager, Abacus Project Management Inc., has been retained to manage the day to day project management services. The next step in the process is the selection of a firm to provide architectural and engineering design of the Police Building Expansion / Property and Evidence Room.

DISCUSSION:

A Request for Statement of Qualifications of firms interested in providing design services for the Police Property and Evidence Storage Room / Building Expansion was released on January 9, 2019, with final submittals due January 30, 2019. The submittals were reviewed by a panel, and the proposals were ranked based on the criteria outlined in the request for statements of qualifications (RFQ). Oral Interviews of the three firms that had the highest ranking submittals were conducted by the same review panel members on February 20, 2019. Through this qualification process, Architekton Inc. was selected to provide professional services in the Architectural and Engineering Design of the Police Building Expansion / Property and Evidence Room Project.

The requested work will include:

- Design of the two-story Building Expansion, totaling 19,000 square feet (First floor encompassing 12,500 SF and the Second floor encompassing 6,500 SF)
- The structural design of the first floor shall allow for a future second floor addition to the full building

envelope.

- Management of the permitting review process
- Preparation of the 30%, 60%, 90%, final design documents and construction documents
- Following the City's selection of a CMAR (June 2019), work constructively with the City and the CMAR Contractor
- Provide construction administration services during Project construction
- Incorporation of Low Impact Development (LID) design elements into the site design to conserve and protect natural resource systems and reduce infrastructure costs.

The Police Storage and Evidence Room / Building Expansion Project elements will include:

- An entry way with reception, soft interview, records, men's and women's public restrooms
- Property and Evidence administrative offices
- Furniture and police equipment
- Evidence receiving and processing areas (including space for packaging, preparation and sorting and report writing)
- Property lockers
- Hazardous material and biohazard storage
- Cold storage (such as a refrigerator and freezer)
- Narcotics storage (such as a DMG Vault)
- Drying room
- Storage for fire arms, currency, fireworks and digital data storage
- Destruction area
- Evidence release area for the public and sworn personnel
- Secure garage for property offloading/loading and temporary/short term vehicle storage
- Building services spaces (such as mechanical and electrical rooms and an IT server room)
- Outdoor storage for bicycles, hazardous materials, flammables and explosives

The Consultant's services will be divided into three (3) phases:

- (1) Design charrette and programming;
- (2) Property and Evidence Design; and
- (3) Construction Administration

PROPOSED SCHEDULE:

Contract Award Date: March 25, 2019

Start Design (Community Outreach/Permitting): April, 2019

Award CMAR (Construction Contract): May, 2019

Complete Design / Begin Construction: December, 2019

Construction Completion: July, 2020

STRATEGIC PLAN ALIGNMENT

Initiative: Foster Sustainable Community Development

Goal: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

Objective: Procure and Work with a Consultant to perform the Architectural and Engineering Design of the Police Building Expansion Project, using the Construction Manager at Risk Project Delivery Method

BUDGET IMPACT:

The contract amount of \$665,401.00 is available in line item 308-1161-00-8220, Property and Evidence Room.

RECOMMENDATION:

Staff is requesting that the City Council approve a Professional Service Agreement with Architekton Inc. for the Architectural and Engineering Design of the Police Building Expansion Project in the amount of \$665,401.00 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARCHITEKTON, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of March 25, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Architekton, Inc., an Arizona corporation (the “Consultant”).

RECITALS

A. The City issued a Request for Qualifications, PD19-050 “Design Services for Property and Evidence Room Expansion” (the “RFQ”), a copy of which is on file in the City Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for design of the expansion of the City’s main Police Department facility to add a new property and evidence room (the “Services”).

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), which is on file in the City Finance Office and which is incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 24, 2020 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for an additional one-year term (the “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in the subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The

Initial Term and any Renewal Term are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for the Renewal Term as set forth above, or by consenting to the Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an amount not to exceed \$665,401.00 for the Services at the rates set forth in the Fee Proposal attached hereto as part of Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name,

to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein

and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, Consultant

shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

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

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 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 of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any

agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant 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. Consultant 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.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

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

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the

following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

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

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

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

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

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

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

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

responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

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

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Officer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Consultant: Architekton, Inc.
464 South Farmer Avenue, Suite 101
Tempe, Arizona 85281
Attn: Joseph Salvatore

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.

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

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the

provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant'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.

14.18 Israel. Consultant 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.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

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

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

ARCHITEKTON, INC.,
an Arizona corporation

By: _____

Name: Joseph Salvatore

Title: Principal

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of ARCHITEKTON, INC., an
Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be
the person who he/she claims to be, and acknowledged that he/she signed the above document on
behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARCHITEKTON, INC.

[Scope of Work and Fee Proposal]

See following pages.

March 13, 2019

Mr. Richard Carr
Abacus Construction Management
City of Avondale
11465 Civic Center Drive
Avondale, Arizona 85323

Re: Avondale Police Department Expansion/Remodel
Property and Evidence Department
Architecture and Engineering Services Fee Proposal - Revised

Dear Rick,

This letter shall serve as our design team's fee proposal for the Design Services for the above referenced project. It is our understanding that Architekton was the highest ranked design team after the Interview portion of the City's selection process. Our design team includes the following consultants:

- | | |
|---------------------------|--|
| • Architekton | Architecture, Design team management, Interiors coordination, Graphic design |
| • BDA Engineering | Structural engineering |
| • Henderson Engineers | Mechanical, Electrical, Plumbing, limited fire protection engineering, limited low voltage design services |
| • Dibble Engineering | Civil Engineering, Survey |
| • Moore Swick Partnership | Landscape Architecture |
| • Rider Levett Bucknall | Construction Cost Estimating Services |

Please refer to the documents provided to Architekton for the purposes of preparing the Design Team Fees. This proposal is based upon those documents.

- Exhibit A - Avondale PE - Concept 2nd Floor Expansion DWL
- Exhibit B – Avondale PE - Concept Floors 1 and 2 Remodel DWL
- Exhibit C – Avondale PE - Concept Option 1A DWL
- Exhibit D – Low Voltage Design Responsibility Matrix

Scope of The Project

1. Project Scope: A New 2 Story 19,000 SF Expansion to the existing Avondale Civic Center Police Headquarters. The Expansion is to consist of a 12,500 SF first floor and a 6,500 SF second floor. The unimproved portion of the first-floor roof is to be designed as a 2nd floor with a weather tight roof for future build out of the second floor. Both the first and second floor are to be fully built out. First floor to primarily be expansion for Property and Evidence as indicated in Article 3 of Scope of Work included in RFQ. The existing headquarters to be partially remodeled based upon departments vacating space to relocate to addition and internal expansion of various remaining departments. Conceptual plans are provided attached as a basis of scope for fee proposal with understanding that actual programmatic requirements to be determined during Phase I of Scope of Work in Agreement.

2. Approximate Construction Budget: \$6,250,000.00. Estimates were provided by DWL after the initial study and presented to Council. The outcome was \$7.1 M was approved. FFE (estimated at approximately \$860,000 in the Council presentation) will be procured by City and is included in the soft costs of the budget so it is removed from the \$7.1 M. Therefore, the construction budget is \$6,250,000.

Please be aware, the design team does not believe the construction budget is adequate to cover the cost of the program requirements. If it is determined by the Programming Estimate that the allocated \$6,250,000 budget is not adequate for the program outlined in the RFQ, the design team anticipates the City of Avondale will authorize additional construction funding or identify what program modifications they would eliminate from the project to keep it at the \$6,250,000 budget. If the City decides to authorize additional funding, the design team will be entitled to additional design fees.

3. Proposed Schedule: Construction is anticipated to be completed approximately in July 2020
4. LEED Certification will not be pursued by the City on this project. City request that Green Building Best Practices still be incorporated into the design of the expansion and existing headquarters remodel within Construction Budget.
5. A Site Survey in sufficient intervals and detail to allow grading and drainage/wet utilities design and demolition to be completed with minimal field revisions. Utility locating and investigation will be included in CMAR's Pre-Construction Services.
6. FFE Coordination with the City's Furniture vendor is included in this Fee Proposal.

I have analyzed the information provided and have formulated several Scope of Services we are including in our fee proposal:

The City is asking the design team to prepare fees based upon the scope of work identified in the documents sent to Architekton On February 27. Those documents are attached to this proposal. Those documents are extracted from the May 2018 "City of Avondale Police Department Building Assessment & Space Planning" report prepared by DWL Architects and Planners. That report is part of the RFQ issued by the City. It appears the City is seeking design services for Items # 1, 3 and 4 from that report.

Item #1 - includes the addition to the existing Main Station including the Site Work and Tenant Improvement (TI) of the first floor for the Property & Evidence. It appears the site improvements have been modified to exclude the expansion of the secured parking lot to the blank property east of the existing lot, but expanding the existing parking lot to the north, reducing the size of the existing retention basin and adding two drywells. The design team will need to confirm if that strategy is feasible.

The Item #1 work includes the 19,000gsf expansion of the existing police headquarters. 12,500 sf would be on the first floor. That space will be designed for the new Property and Evidence Department and includes a loading bay and outdoor evidence storage directly south of the new building. That space will be a subject of the programming and conceptual design efforts with concepts of how to expand to the future upper level P&E space. The roof of the first floor will be designed as a second floor (12,500sf). A portion (6,500sf) of that second-floor space will be built out as part of Item #3; the remainder will be roofed over but prepared for the future build out expansion when needed.

Item #3 – includes the design and construction the 6,500 sf improvements to the new second floor space. That space is preliminarily programmed to include the Professional Standards Bureau (2,700sf), Swing Space/Temporary Community Services Department, Restrooms, horizontal and vertical circulation, and building services. The second floor of the existing police headquarters will be modified to allow second floor north and south access between the new and existing buildings.

Item #4 – Includes revisions to the existing police headquarters on the first and second floors. If the construction budget allows, other ideas for the reorganization for the existing space as were presented at the interview would be considered.

First Floor

- The existing Property and Evidence Department will be repurposed to a new Briefing Room and Community Services Department.
- The Existing Briefing Room will be repurposed into an expansion of the Records Department and new conference Rooms. The existing Records Department will remain.
- The Existing Community Services Department will be repurposed into Property & Evidence space (possibly new lobby space and evidence return)

Second Floor

- Dispatch will be expanded, using a portion of the second-floor corridor.
- The existing Copy/Fax Center will become corridor space.
- The existing Professional Standards Bureau will be repurposed into expanded Criminal Investigations Department.
- Portions of the existing Criminal Investigations Department will be repurposed into Building Services (Storage, Janitor Closet, Expanded Crime Lab)
- Portions of the existing second floor will be repurposed and expanded to allow passage between the new building and existing on the second floor.

These program assumptions will be reviewed by the project stakeholders with consideration of the construction budget during the programming and schematic design phases.

The city is seeking the design team to provide the following general services:

- Utility Coordination – Upgrades as required
- Permitting
- 30%, 60% 90% and 100% Documents
- Construction Administration Services

Specific Services requested:

- Design Charrette and Programming based upon the May 2018 “City of Avondale Police Department Building Assessment & Space Planning” report.
- 1 Open House Meeting for Community Outreach will be provided
- Civil design
- Structural design (including confirmation of existing building elements)
- Plumbing design.
- Mechanical design.
- Electrical design.
- Low voltage systems design limited to: Cabling, grounding, bonding, testing, vaults, racks & cabinets will be designed and specified by Henderson to meet Avondale IT Standards

- Architectural design
- Interior Design services
- FFE Coordination Services -The city will select their own furniture vendor to select all the furniture with the city based upon the approved floor plan and provide the design team with an approved furniture plan for infrastructure coordination
- Hardscape design.
- Landscape design.
- Wayfinding Design Services
 - The design team will develop a sign package based upon the existing City Hall/Police Headquarters signage and graphics
- Geotechnical Engineering
- Site Survey (adequate for the design team's needs to complete the required services; not and ALTA)
- Special Structural Inspections

Scope of Services

The design team will provide services for the project as identified in the draft contract provided to the design team. The Services will be provided in five phases (Schematic Design (including program verification), Design Development, Construction Documents, Permitting/GMP Development and Construction Administration). Each phase has a series of tasks that will engage the Project stakeholders. The proposed tasks per phase are identified as follows:

Schematic Design Phase (8 weeks)

- Review Program/Conceptual Plan with Stakeholders (PD, Abacus, COA, CMAR) It is assumed the plans and DWL report identifies all spaces required by the PD. Develop conceptual layout acceptable to the stakeholders
- RLB will prepare a Programming Estimate for the purposes of confirming if the \$6,250,000 Construction Budget is adequate for the scope of project. If the cost estimate comes in under budget the project will continue to the next step. If the cost estimate comes back over budget, the design team will seek direction from the City. It is anticipated the City will determine whether additional funds will be added to the project budget or what program components to be eliminated or reduced enough to get the project under the \$6,250,000 construction budsget.
- As-built documentation
 - Collect as-built documents from the City of the existing building and site
 - Document existing conditions-create base documents (BIM) for use on project
 - Consultants document existing conditions on base documents (BIM)
 - Coordinate MEP and Structural As-built documents with consultants
- Perform Due Diligence Check on Project Scope
 - code analysis
 - site analysis
- Layer the new concept plan onto the newly created as-built Revit Model
- Clash detection analysis of existing structure and mechanical equipment on new plan
 - Modify plan to accommodate existing structure/equipment and/or develop alternative structure/equipment solution
 - Revise floor plan design to account for the structure/equipment clashes
- Discuss revised floor plan design with Stakeholders; confirmation and approval
- Revise Revit model to approved design

- Develop conceptual building elevations
- [Present to Stakeholders for discussions](#)
- Develop final Schematic Design Package
- Construction Cost Estimate by CMAR
- [Present to Stakeholders for discussions for final approval](#)

Design Development Phase (10 weeks)

- Structure Workshop
- MEP Workshop [with City Staff](#)
- Low Voltage/Special Systems Workshop [with City Staff/Vendors](#)
- Civil and Landscape Workshop
- FFE Workshop [with City Staff/Vendors](#)
- Cost Control Workshop
- Design Development Package development
- Construction Cost Estimate by CMAR
- [Present to Stakeholders for discussions](#)

Construction Documents Phase (12 weeks)

- Develop Construction Documents to 90% Complete
- Develop Construction Specifications to 100% Complete
- Submit for Building Permits
- Revise Documents per Building Safety Comments/Resubmit
- Compile CMAR's Cost Estimate, drawings and renderings for final draft
 - RLB to review CMAR's CD Estimate; CMAR to Develop GMP
- Permit Ready/GMP Approved - Notice to Proceed with Construction

Construction Administration Phase (11 months estimated)

- Weekly Site Visit/Meetings
- Submittal Review
- RFI Responses
- ASI's
- Punch List Operations
- Close Out Document review
- As-built Documents submitted

Compensation

The fees requested for the services listed above including all subconsultants are as follows:

Architecture	\$353,008.00
Structural Engineering	45,125.00
Mechanical, Electrical, Plumbing, Fire Protection	140,600.00
Civil Engineering	33,725.00
<u>Landscape Architecture</u>	<u>17,157.00</u>
Total Fees	\$589,615.00

Allowances:

Additional Services Allowance	\$25,000.00
Survey by Dibble	3,683.00
Fire Flow Test by City of Avondale	
Construction Cost Estimating	10,260.00
Special Structural Inspections (Limited to 20 trips MAX)	12,000.00
City Requested Low Voltage Design Services by Henderson	15,000.00
<u>Reimbursable Expenses (mileage, printing, postage, deliveries)</u>	<u>9,843.00</u>
Total Allowances	\$ 75,786.00

Total Contract Amount \$665,401.00

Design Fees by Phase are as follows (Not including the allowances):

Schematic Design Phase	\$114,696.80
Design Development Phase	124,749.70
Construction Documents Phase	212,374.95
Permitting and GMP Development Phase	22,688.25
Construction Administration Phase	115,105.30
Total Fees	\$589,615.00

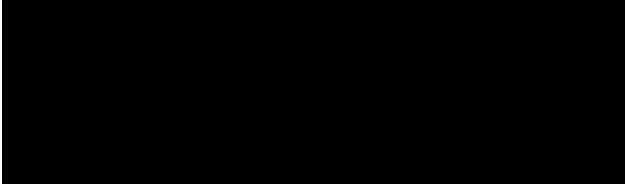
Please note that the Survey will be expended in the Schematic Design Phase.

Assumptions and Exclusions:

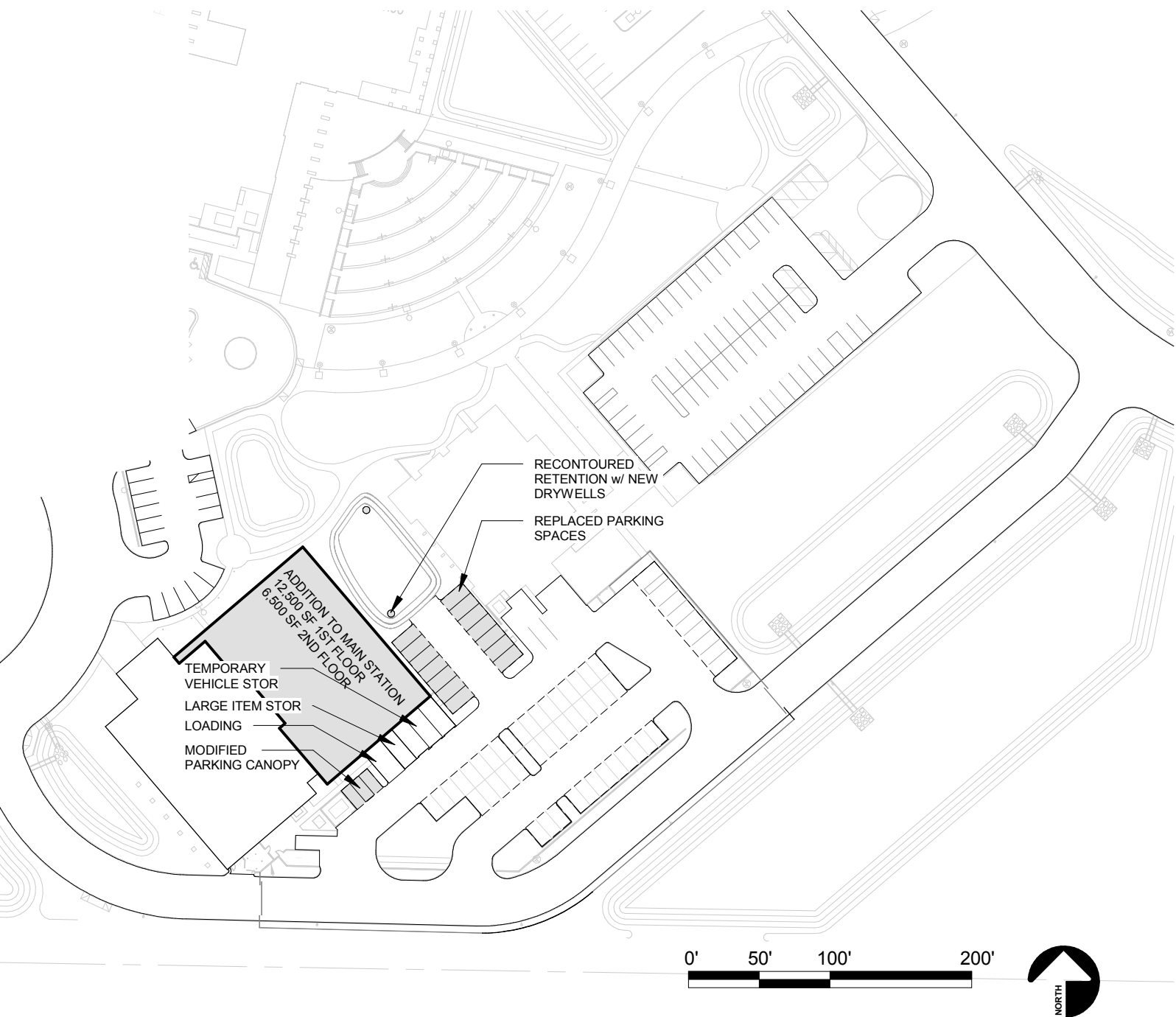
- The special structural inspections are limited to 20 trips.
- Civil Engineering does not include off site utility extensions, it is assumed that there is adequate capacity within the existing utility systems within the survey area. No traffic studies are included.
- The survey will include a ground survey of the site, requesting blue staking, and identification of existing utilities. No aerial mapping is anticipated.
- The design team assumes the City's Technology staff will provide a layout on a plan supplied by the design team for the rough-in box and conduit for the Voice/Data/AV Devices/ Security Devices. The design team will provide the drawings for those rough-ins.
- The design team will work with the City's furniture and equipment vendor to coordinate those items with the plans/power/data.
- The design team is not providing construction cost estimates beyond the initial Programming/Concept sketch phase of the project. \$10,000 is set aside in an allowance to cover the cost estimator's services for that work. It is estimated there will be some residual monies left in that allowance for the Cost Estimator to review the CMAR's Final Cost Estimate in the Construction Documents Phase.
- The project will rely upon the CMAR to provide cost estimating services at the Schematic Design, Design Development and Construction Documentation phases as part of their pre-construction services.
- If the City expands the budget for the project, the design team is entitled to additional fees.

We look forward to working closely with Abacus Project Management and the City of Avondale to create an expanded and renovated home for the Avondale Police Department. If you have any questions in this regard, please do not hesitate to contact me.

Sincerely,

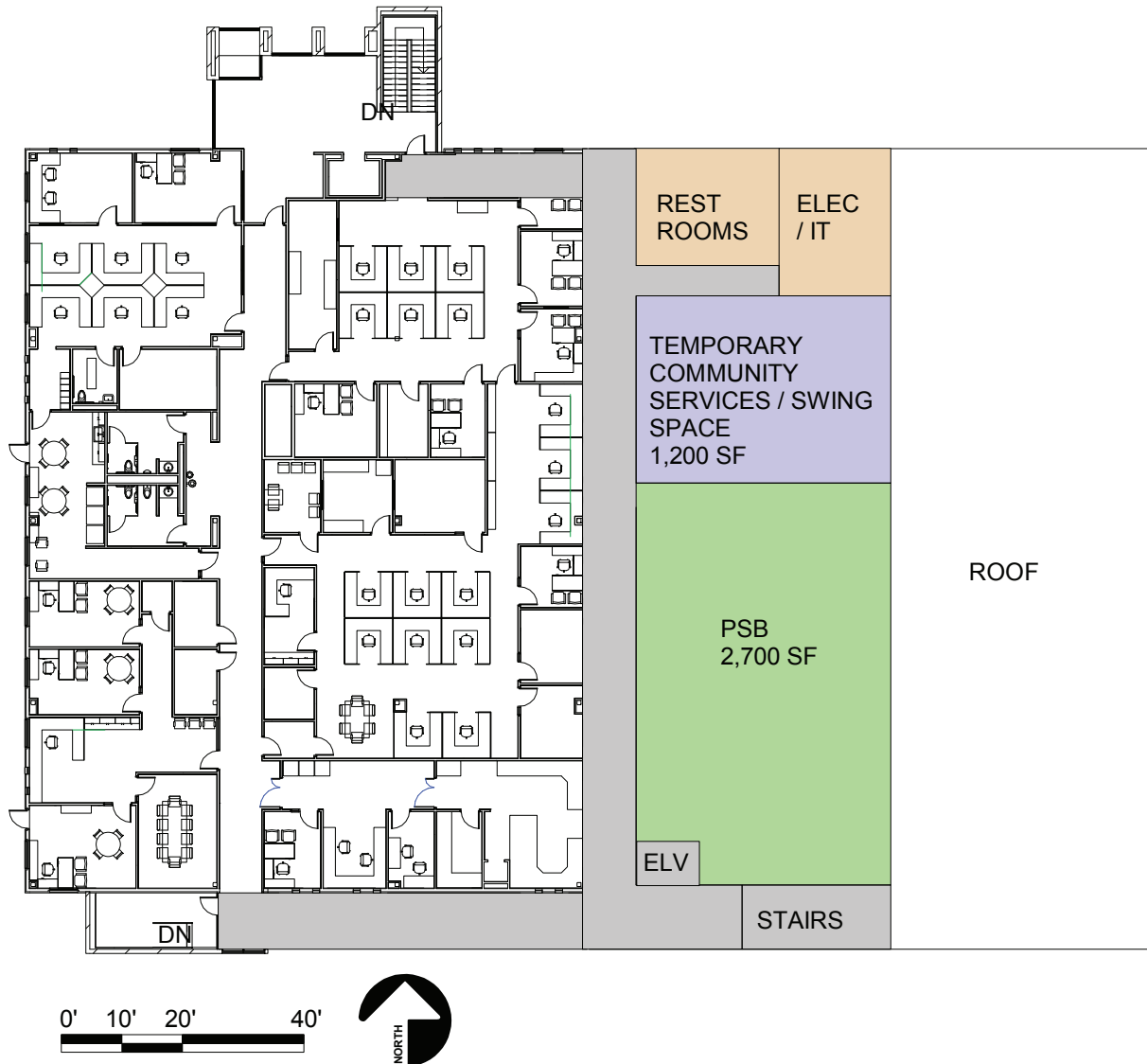


Joseph M. Salvatore, AIA, LEED AP
Principal, [Architekton](#)



EXECUTIVE SUMMARY

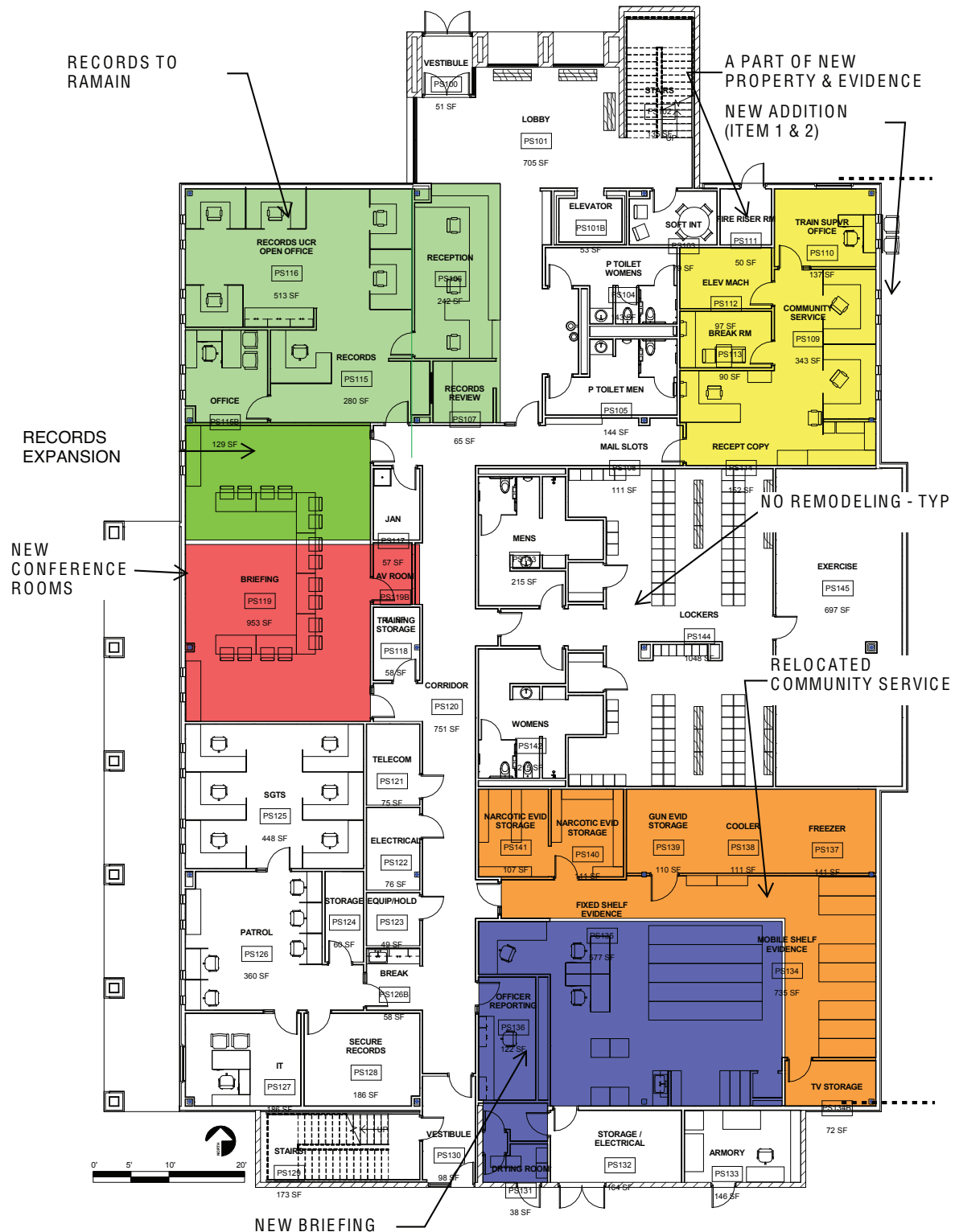
Implementation Steps - Item 3



PLAN C - ITEM 3
TI CONCEPTUAL DIAGRAM
AT MAIN STATION
ADDITION 2ND FLOOR

EXECUTIVE SUMMARY

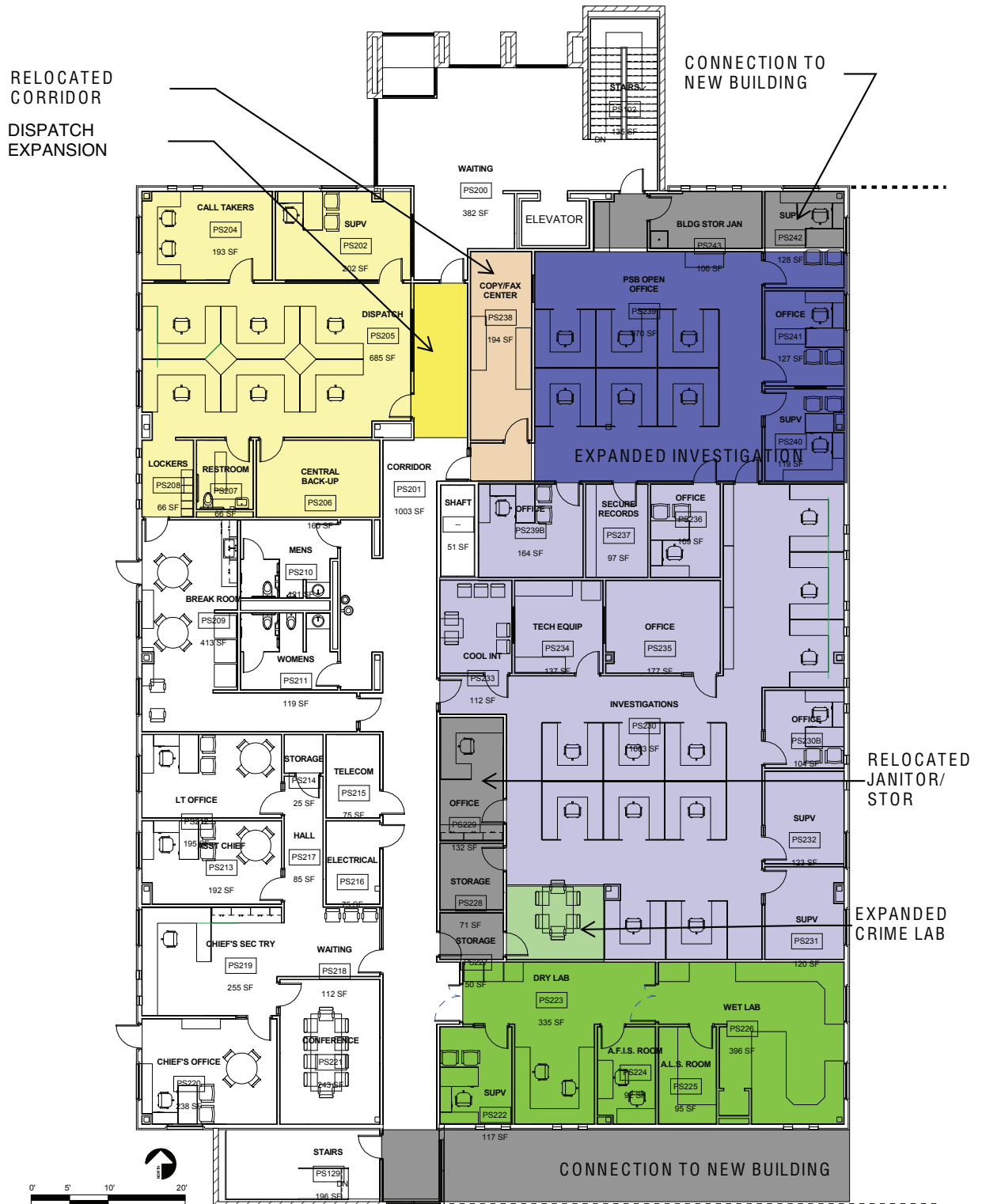
Implementation Steps - Item 4



PLAN D-1 – ITEM 4
MAIN STATION 1ST FLOOR
CONCEPTUAL TI DIAGRAM

EXECUTIVE SUMMARY

Implementation Steps - Item 4



PLAN D-2 – ITEM 4
MAIN STATION 2ND FLOOR
CONCEPTUAL TI DIAGRAM

Avondale Police Expansion - Proposed Project Team Responsibility Matrix

Responsibility	Entity Responsible for Initiating/Overseeing Process	Design and Specification By	Agency Submittal By	Permit Obtained By	Bid Procurement By	Construction or Installation By	Observations By	Final Closeout By	Comments
All Special Systems Conduits and J-Boxes	Avondale Police & IT/ Abacus	Avondale IT / AE	AE	AE	CMAR	CMAR	Avondale Police& IT/ Abacus / AE	CMAR	Includes Voice, Data, Fire Alarm, Security Cameras, Access Control, & Audio-Visual
IT by CMAR	Avondale IT/ Abacus	Avondale IT / AE	N/A	N/A	CMAR	CMAR	Avondale IT/ Abacus / AE	CMAR	Includes Voice/Data cabling, grounding, bonding, testing, cable tray, racks, and cabinets
IT by City	Avondale IT/ Abacus	Avondale IT / CTS	N/A	N/A	Avondale IT / Abacus	CTS	Avondale IT/ Abacus / AE	CTS	Includes Patching, Patch Panels, Switches, Wi-Fi / WAPS, and UPS
Audio/Visual Cabling & Equipment	Avondale Police & IT/ Vendor / Abacus	Avondale IT / CTS	N/A	N/A	Avondale IT / Abacus	CTS	Avondale IT/ Abacus / AE	CTS	
Guest Wi-Fi	Avondale IT/ Abacus	Avondale IT / Vendor	N/A	N/A	Avondale IT / Abacus	Vendor	Avondale IT/ Abacus / AE	Vendor	Is there one that will need to be expanded?
Distriubuted Antenna Cabling & Equipment	Avondale Police & IT/ Abacus	Avondale IT / Vendor	N/A	N/A	Avondale IT / Abacus	Vendor	Avondale IT/ Abacus / AE	Vendor	
Public Address Cabling & Equipment	Avondale Police & IT/ Abacus	Avondale IT / Vendor	N/A	N/A	Avondale IT / Abacus	Vendor	Avondale IT/ Abacus / AE	Vendor	Is this needed by Police?
Security Camera Cabling & Equipment	Avondale Police & Facilities/ Abacus	Avondale IT / CTS	N/A	N/A	Avondale IT / Abacus	CTS	Avondale IT/ Abacus / AE	CTS	
Access Control Cabling & Equipment	Avondale Police & IT/ Abacus	Avondale IT / CTS	N/A	N/A	Avondale IT / Abacus	CTS	Avondale IT/ Abacus / AE	CTS	
Intrusion Detection at Property / Evidence & Armory (?)	Avondale Police & IT/ Abacus	Avondale IT / Vendor	N/A	N/A	Avondale IT / Abacus	Vendor	Avondale IT/ Abacus / AE	Vendor	
Panic Button System (CTS)	Avondale Police & IT/ Abacus	Avondale IT / CTS / AE	N/A	N/A	Avondale IT / Abacus	CTS	Avondale IT/ Abacus / AE	CTS	
Telephone & Cable Service to Building	Avondale IT/ Abacus	Century Link / Cox	Century Link / Cox	Century Link / Cox	Century Link / Cox	Century Link / Cox	Avondale IT / Abacus	Century Link / Cox	



March 7, 2019

Mr. Joseph M Salvatore, AIA, LEED AP
Architekton
464 South Farmer Avenue, Suite 101
Tempe, AZ 85281

Re: Fee Proposal
Avondale Police Expansion

Dear Joe:

We are pleased to present to you this proposal for consulting design services covering the structural engineering for this project. The scope of the work is as described in your email and includes:

The addition to the existing Main Station including the Site Work and Tenant Improvement (TI) of the first floor for the Property & Evidence. It appears the site improvements have been modified to exclude the expansion of the secured parking lot to the blank property east of the existing lot, but expanding the existing parking lot to the north, reducing the size of the existing retention basin and adding two drywells. The design team will need to confirm if that strategy is feasible.

The work includes the 19,000 gsf expansion of the existing police headquarters. 12,500 sf would be on the first floor. That space will be designed for the new Property and Evidence Department and includes a loading bay and outdoor evidence storage directly south of the new building. That space will be a subject of the programming and conceptual design efforts with concepts of how to expand to the future upper level P&E space. The roof of the first floor will be designed as a second floor (12,500sf). A portion (6,500sf) of that second-floor space will be built out as part of Item #3; the remainder will be roofed over but prepared for the future build out expansion when needed.

It also includes the design and construction the 6,500 sf improvements to the new second floor space. That space is preliminarily programmed to include the Professional Standards Bureau (2,700sf), Swing Space/Temporary Community Services Department, Restrooms, horizontal and vertical circulation, and building services. The second floor of the existing police headquarters will be modified to allow second floor north and south access between the new and existing buildings.

7047 East Greenway Parkway, Suite 250
Scottsdale, Arizona 85254
480-398-7729
www.bdadesign.com

It also includes revisions to the existing police headquarters on the first and second floors.

First Floor

- The existing Property and Evidence Department will be repurposed to a new Briefing Room and Community Services Department.
- The Existing Briefing Room will be repurposed into an expansion of the Records Department and new conference Rooms. The existing Records Department will remain.
- The Existing Community Services Department will be repurposed into Property & Evidence space (possibly new lobby space and evidence return)

Second Floor

- Dispatch will be expanded, using a portion of the second-floor corridor.
- The existing Copy/Fax Center will become corridor space.
- The existing Professional Standards Bureau will be repurposed into expanded Criminal Investigations Department.
- Portions of the existing Criminal Investigations Department will be repurposed into Building Services (Storage, Janitor Closet, Expanded Crime Lab)
- Portions of the existing second floor will be repurposed and expanded to allow passage between the new building and existing on the second floor.

The construction budget for the project is identified as \$6,250,000.

As a design-based consulting firm, it is our desire to create structures that work in harmony with the architecture. For this project, we propose to provide the following services as a portion of the basic design contract:

For the structural design and detailing phase:

1. Assist in development of appropriate and acceptable structural systems for the proposed buildings.
2. Provide coordination of structural systems with contractor for the purpose of ensuring adherence to project budget.
3. Prepare all required structural drawings and details to be incorporated in the final project set, including General Structural Notes, in conformance with all relevant codes, ordinances and guidelines.
4. Prepare all final Structural design calculations reflecting the final design.
5. Include all necessary documentation for permit submittal as required by reviewing jurisdiction.
7. Review of relevant specifications generated by others.
8. Review and coordinate between final Architectural and MPE drawings as necessary for accuracy and correctness.

9. Review and address building department comments for building permit issuance, coordinate revisions with Architect, revise and re-plot digitally all drawings and calculations affected.
10. General Construction Administration, including complete review of relevant shop drawings and material submittals, coordinated with Architect, for conformance with construction documents.
11. Provide responses to construction-related questions and RFIs, including review and response to General Contractor change order requests (CORs), and provide clarification sketches, coordinated with Architect.

Currently excluded from this scope are:

1. Reimbursable expenses, which will be billed in conjunction with our current schedule.
2. Local municipality and International Building Code prescribed special structural inspections.

The items currently excluded from this proposal may be included under a separate contract or as an addendum to this proposal.

We propose the following fee as outlined below:

For the scope, as outlined above, we propose a fixed fee of \$45,125.00 (Forty- Five Thousand and One Hundred Twenty-Five Dollars).

This fee will be distributed as follows:

Schematic Design	\$ 9,025.00
Design Development	\$ 9,025.00
Construction Documents	\$20,306.25
Permitting	\$ 2,256.25
Construction Administration	\$ 4,512.50

We estimate that for the Special Structural Inspections a total of 20 trips for an estimated total cost of \$12,000.

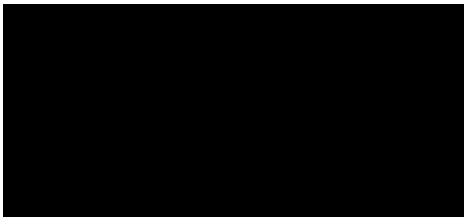
It is typically the policy that invoices are paid within 15 days of corresponding payment from the owner. A fee of 1.5% per month will be applied to late payments that go uncollected for more than 90 days, calculated from the invoice date.

Limitation of liability: In recognition of the relative risks and benefits of the Project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for service rendered on this Project.. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive. All consulting engineering are provided with the consensus standard of care for the profession.

Yours truly,



J. Greg Brickey, SE
Principal
GB/mh

AGREEMENT FOR PROFESSIONAL SERVICES

Date: March 8, 2019

Client

Architekton
464 S. Farmer Avenue, Suite 101
Tempe, AZ 85281,
Contact: Joseph Salvatore

Project

Avondale Resource Center
Avondale, AZ

Project Description and Scope of Services

Henderson Engineers, Inc. (Henderson) will provide mechanical, electrical, plumbing, and fire protection performance specifications ("M/E/P/FP") drawings and specifications for Property and Evidence Room Expansion (\$6,250,000 construction cost and 19,000 sq. ft. total area). Henderson's specific scope of services is set forth in the following Scope of Services. This Scope of Services and Fee is based on the City of Avondale RFQ PD 19-050, below diagrams, and the information received via the email dated February 8, 2019 from Architekton.

Scope of Work

1. A New 2 Story 19,000 SF Expansion to the existing Avondale Civic Center Police Headquarters. The Expansion is to consist of a 12,500 SF first floor and a 6,500 SF second floor. The unimproved portion of the first floor roof is to be designed as a 2nd floor with a weather tight roof for future build out of the second floor. Both the first and second floor are to be fully built out. First floor to primarily be expansion for Property and Evidence. The existing headquarters to be partially remodeled based upon departments vacating space to relocate to addition and internal expansion of various remaining departments.
2. First Floor
 - The existing Property and Evidence Department will be repurposed to a new Briefing Room and Community Services Department.
 - The Existing Briefing Room will be repurposed into an expansion of the Records Department and new conference Rooms. The existing Records Department will remain.
 - The Existing Community Services Department will be repurposed into Property & Evidence space (possibly new lobby space and evidence return)
3. Second Floor
 - Dispatch will be expanded, using a portion of the second floor corridor.
 - The existing Copy/Fax Center will become corridor space.
 - The existing Professional Standards Bureau will be repurposed into expanded Criminal Investigations Department.
 - Portions of the existing Criminal Investigations Department will be repurposed into Building Services (Storage, Janitor Closet, Expanded Crime Lab)
 - Portions of the existing second floor will be repurposed and expanded to allow passage between the new building and existing on the second floor.
4. Approximate Construction Budget: \$6,250,000.00
5. Proposed Schedule: Construction Completion in July 2020
6. LEED Certification will not be pursued by the City on this project. City request that Green Building Best Practices still be incorporated into the design of the expansion and existing headquarters remodel within Construction Budget.
7. Site Survey is included as a line item. Survey to be taken in sufficient intervals and detail to allow grading and drainage/wet utilities design and demolition to be completed with minimal field revisions. Utility locating and investigation will be included in CMAR's Pre-Construction Services.
8. Henderson will provide construction drawings and specifications for a structured cabling system. The structured cabling system shall include: fiber optic and/or copper cabling; racks/cabinets; cabling and terminations; as well as requirements for testing and labeling. Henderson will work with the City to specify components consistent with the City IT standards.

Services and Fee Detail

Fee Type	Progressively Billed	Fixed Fee
Schematic Design (15%)		\$21,090
Design Development (25%)		\$35,150
Construction Documents (40%)		\$56,240
Construction Administration (20%)		\$28,120
Henderson Professional Services MPE Fee		\$140,600
Telecom Structured Cabling System Design Services		\$15,000
Total Henderson Professional Services Fee		\$155,600
Additional Site visit/Meeting/trip/engineer		\$800
Reimbursable Expenses Multiplier		1.0

When accepted by Client this Proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Henderson is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If Henderson proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.

Accepted for Client:

Accepted for Henderson Engineers, Inc.

By (signature): _____

Print Name:

Title:

Date:

By (signature): _____

Print Name: Omid Mottahed

Title: Vice President

Date: March 8, 2019

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.

Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services (See following sections for specific tasks):

- ☒ Mechanical
- ☒ Electrical
- ☒ Plumbing
- ☒ Fire protection (performance specifications)
- ☐ Refrigeration
- ☐ Acoustics
- ☐ Audio-Visual
- ☐ Security
- ☐ Architectural lighting
- ☐ Telecom
- ☐ Broadcast

Document Submittals:

- ☒ Schematic Design – 30%
- ☒ Design Development– 60%
- ☐ Construction Documents Review – 90%
- ☒ Construction Documents Review – 100%
- ☒ Issue for Permit
- ☒ Issue for Bid
- ☐ Issue for Construction
- ☐ Design based on prototype provided by client
- ☐ This project is intended to serve as a prototype for use in the design of subsequent projects.

Specifications Format:

- ☒ Specifications on drawings
- ☐ MasterSpec format 2004 book specifications

BIM:

- ☐ Develop BIM Execution Plan
- ☐ Export Clash Detection Views
- ☐ Perform Clash Detection
- ☐ Host BIM Coordination Meetings

Compliance Documentation:

Refer to Energy Modeling section for services relating to performance path energy code compliance.

- ☒ ASHRAE 90.1 or IECC Energy Code compliance form completion (prescriptive path only).

LEED™:

Refer to Energy Modeling section for services relating to building simulation for building certification programs.

- ☒ LEED design/documentation services not included

Concept Design Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Energy benchmarking
- ☐ Climate analysis

- ☐ Electrical system options analysis
- ☐ Rule-of-thumb major equipment size estimates
- ☐ Utility main size estimates
- ☐ Preliminary design narratives

Schematic Design Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Basis of design narratives
- ☐ Construction document sheet index
- ☒ Major equipment sizing and location plan
- ☒ Preliminary equipment room sizing
- ☒ Chase sizing estimates (based on rules of thumb)
- ☒ Plenum space allocation analysis
- ☒ Preliminary site plan showing utility connection points
- ☒ HVAC zoning plan
- ☒ HVAC Controls system integration philosophy
- ☒ Define lighting level criteria
- ☒ Establish preliminary sanitary/storm invert elevation
- ☐ Create as-built drawings of existing conditions

Design Development Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Demolition drawings
- ☒ Electrical single-line Diagrams
- ☒ Mechanical single-line Diagrams
- ☒ HVAC load calculations
- ☒ Ventilation calculations
- ☒ Air balance calculations
- ☐ Incorporate smoke evacuation concept (concept provided by 3rd party code consultant)
- ☒ Equipment cut sheets
- ☒ Equipment plans
- ☒ Interior lighting design services
 - ☐ Basic lighting design services provided by Henderson.
 - ☐ Architectural Lighting services provided by Henderson.
 - ☒ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
 - ☐ Henderson will not provide lighting design services.
- ☒ Exterior facade lighting design services
 - ☒ Basic lighting design services provided by Henderson.
 - ☐ Architectural Lighting services provided by Henderson.

Henderson.

- ☐ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
- ☐ Henderson will not provide lighting design services.
- ☒ Exterior site lighting design services
 - ☒ Basic lighting design services provided by Henderson.
 - ☐ Architectural Lighting services provided by Henderson.
 - ☐ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
 - ☐ Henderson will not provide lighting design services.
- ☒ Device layout (for a single typical room)
- ☒ Zone terminal unit layout
- ☒ Preliminary equipment and lighting schedules
- ☒ Single line duct/pipe mains in/out chases
- ☐ Typical floor section
- ☒ Details
- ☒ Specifications table of contents
- ☒ HVAC control diagrams, sequence of operations and initial setpoint matrix
- ☐ HVAC control system performance specification only (in notes on equipment schedule)
- ☒ Roof drain riser location and slope height requirement

Construction Document Phase:

Refer to Meetings and Travel Time for additional services included within this phase.

- ☒ HVAC Piping plans
- ☐ HVAC duct plans
- ☒ Electrical power plans
- ☒ Interior lighting plans
- ☒ Exterior facade lighting plans
- ☐ Exterior site lighting plans
- ☒ Plumbing piping plans
- ☒ Plumbing riser diagram
- ☒ Final specifications
- ☒ Final calculations
- ☒ Final schedules
- ☒ Final details
- ☒ Final HVAC control sequences and setpoint matrix
- ☒ Drawings for rough-in box and conduit for Voice/Data/POS Outlets.
 - ☒ Layout provided to Henderson by others.
 - ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)
- ☒ Drawings for rough-in box and conduit for security and/or audio-visual devices.
 - ☒ Layout provided to Henderson by others.
 - ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)

- ☐ Extension of utility services to area of work
- ☒ Generator power design
 - System Purpose
 - ☐ Healthcare EPSS (NEC Art. 517)
 - ☐ Emergency (NEC Art. 700)
 - ☐ Legally Required (NEC Art. 701)
 - ☐ Standby (NEC Art. 702)
 - Installation Type
 - ☒ Permanently installed
 - ☐ Temporary/Portable installation
- ☐ Design for UPS / back-up power
- ☐ Lightning protection performance specification

Coordination Services

Consultants' deliverables must be provided to Henderson at least 5 working days prior to any Henderson deliverable issue date influenced by the consultant content. Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Coordinate lighting design provided by architect, owner, or 3rd party lighting consultant
- ☒ Coordinate with IT, security, AV consultant
- ☐ Coordinate with food service consultant
- ☐ Coordinate with 3rd party commissioning agent
- ☐ Coordinate with 3rd party code consultant
- ☐ Coordinate with 3rd party medical equipment consultant

Bid/Negotiation Phase

Refer to Meetings and Travel Time for additional services included within this phase.

- ☒ Respond to Bidder Questions
- ☐ Bid Review and Analysis

Limited Construction Administration Services

Refer to Meetings and Travel Time for additional services included within this phase.

- ☐ Participate in weekly construction conference calls. Presuming [#] week(s) in schedule and [#] hour(s) per call.
- ☒ Respond to construction RFI's within [7] business day(s) of receiving construction RFI at Henderson.
- ☒ Review submittals (maximum of [2] review(s) per submittal)
- ☒ Review O&M manual (maximum of [1] review) for general inclusion of all required items.
- ☐ Review Test & Balance report (maximum of [#] review(s))
- ☒ Review contractor as-built drawings (including up to [1] review of each system). Reviews limited to adherence to owner required format and general knowledge of the project.
- ☐ Prepare record drawings to include all issued addendums, change orders requiring drawing updates, and construction RFI's requiring drawing updates.

- ☐ Review and comments on [#] cost estimate(s).
Reviews limited to comments on quantities and general system level costs based on past experience.
Review is contingent on adequate back-up documentation from contractor/ estimator.

Studies:

- ☐ MEP existing conditions analysis
- ☐ Opinion of probable construction cost
- ☐ Opinions of probable luminaire cost
- ☐ Fault-current study
- ☐ Electrical coordination study
- ☐ Arc flash study
- ☐ Computational Fluid Dynamics (CFD) fire modeling
- ☐ Smoke control analysis report
- ☐ Lightning protection risk analysis

Fire Protection:

- ☒ Fire Alarm layout with performance specification
- ☐ Fire Alarm design drawings with wiring, voltage drop and battery calculations
- ☒ Fire Sprinkler performance specification only
(No sprinkler layout)
- ☐ Fire Sprinkler drawings with sprinkler layout and performance specification
- ☐ Fire Sprinkler design drawings with sprinkler locations, pipes and hydraulic calculations
- ☐ Fire Pump design

Architectural Lighting:

- ☐ Interior architectural lighting design services
- ☐ Exterior façade architectural lighting design services
- ☐ Exterior site architectural lighting design services
- ☐ Coordination Meetings: [#] in-town, [#] out-of-town.
- ☐ Design intent narrative
- ☐ Lighting Concept Design
- ☐ Lighting layout documents
- ☐ Light fixture cut sheets
- ☐ Lighting control intent diagrams
- ☐ Lighting Calculations
- ☐ Development of custom luminaires
- ☐ Full or partial scale lighting mockups
- ☐ Lighting photometric calculations
- ☐ Lighting detail sketches

Meetings and Travel Time

These numbers include the numbers for meetings and observations referenced elsewhere in the document.

- ☒ Perform [1] initial site observation visit.
- ☒ Attend [3] design coordination meeting(s).
- ☐ Attend [#] pre-bid meeting(s).
- ☐ Attend [#] on-site construction meeting(s).
- ☒ (3) Construction site observation visits/meetings.

- ☐ On-site aiming of lighting fixtures: [#] site visit(s)
- ☐ On-site programming: [#] site visit(s)

Audio-Visual:

- ☐ AV system design
 - ☐ Conference rooms
 - ☐ Classrooms
- ☐ Sound masking system design
- ☐ Television distribution design
- ☐ Public address system design
- ☐ Digital signage system design
- ☐ IPTV (internet protocol television) design
- ☐ A/V Systems Commissioning
- ☐ Master Planning
- ☐ System Programming

Security:

- ☐ Access control system design
- ☐ Emergency/blue light phone system design
- ☐ Intrusion detection system design
- ☐ Video surveillance system design

Telecom:

- ☒ Interior structured cabling system design
- ☐ Outside plant structured cabling system design
- ☐ Wi-Fi system design ("HEAT" mapping)
- ☐ Wi-Fi system design (grid layout)
- ☐ Network system specification
- ☐ Telephone system specification

Acoustics:

- ☐ On-site acoustical assessment of existing spaces: [#] site visit(s)
- ☐ Environmental noise assessment: [#] site visit(s)
- ☐ MEP systems noise control guidelines
- ☐ Recommendations for noise criteria
- ☐ Recommendations for natural sound reinforcement
- ☐ Review MEP systems documents relating to noise
- ☐ Review architectural documents relating to acoustics
- ☐ Recommendations for sound isolation
- ☐ Recommendations for sound retarding doors and/or operable partitions

Additional Services

The services listed under Scope of Services which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client, and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:

- Modifications to base building utilities or utility improvements to space.
- Evaluation of substitutions.
- Responses to construction RFIs where such information is available to the contractor.
- Services made necessary due to default or insufficient work of a contractor.
- Envelope compliance documentation based on architect's proposed design.
- BIM Renderings.
- Design of theatrical/stage lighting.
- Photorealistic renderings of lighting designs.
- Design of internally illuminated signage.
- Design of broadcast lighting.
- Storm water design.
- Documentation of, or modification to, base building utilities within tenant space which services other spaces.
- Street lighting.
- Solar hot water system design.
- Photovoltaic power system design.
- Lightning protection design.
- Wind power system design.
- Mock-ups.
- Daylighting design.

Assumptions

Basis of Proposal

The Scope of Services above is based on the information provided to Henderson as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Plan documents

Plans are generally coordinated with other disciplines but minor clashes may still exist. It is the expectation of Henderson that an installation contractor will be retained to cross check final equipment and component dimensions once they have completed the submittal process. Specifications and/or details will include some accessories that are not shown on plans due to scale limitations. Plumbing plans cover components within 5'-0" outside of the building and do not include foundation drainage.

BIM Assumptions

Level of Development:

In general terms, systems covered by this scope of work are graphically represented within the model as a specific system, object, or assembly with approximate quantities, size, shape, location, and orientation (LOD 300 as defined by AIA Document G202-2013). Model content is limited to show the routing and installation intent of building systems and is generally coordinated with the architectural design and design of other consultants. Final coordination is the responsibility of the installation contractor.

Authorized Uses are Limited to the Following:

The Model is suitable for general clash detection with other consultants' elements and systems. If the model is used to generate quantity take offs for cost estimating purposes, there is no guarantee of completeness or accuracy. When conflicts arise, the contract documents take precedence over the model. The Model may be used to show ordered, time-scaled appearance of majority of detailed architectural and other consultants' elements and systems. The Model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Henderson's written permission.

Copyright and Distribution:

Henderson is not transferring its copyrights or other rights in the Model or the Model content. The Client will be given a license to use the Model for the Authorized Uses listed above. The recipient may not distribute the Model or the content of the Model, to any other person or entity, including contractors or other consultants on the Project, nor may it be shared with anyone within the Client's organization who does not have a need to access it for the listed uses on this project without the written consent of Henderson.

Fee Details

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
- b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
- c. Overnight delivery, handling, and postage charges
- d. Local delivery, handling, and postage charges

Sales/Excise Tax

Sales tax will be applied when required by law. Any sales or excise taxes are in addition to, and are not included in, the stated fee. Any necessary sales or excise taxes will be billed to Client and are payable within thirty days of the invoice.

HOURLY RATE SCHEDULE - \$ per hour

Core Rates

Principal	195
Department Director	165-175
Senior PM / Engineer / Designer	165
Lead PM / Engineer / Designer	145
Engineer / Designer III	135
Engineer / Designer II	120
Engineer / Designer I	110
Site Observation Specialist	105-110
BIM/CADD Technician	85-90
Administrative Specialist	85

Special Rates

Senior Fire Code Consultant	170
Fire Code Consultant	150
Senior Broadcast Designer	170
Senior / Lead Acoustical Consultant	145-165
Acoustical Consultant	110-125
Senior Architectural Lighting Designer	125-166
Architectural Lighting Designer	110-115
Construction Manager	145
Electrical Systems / Eng. Manager	145
Commissioning Manager / Agent	135
Commissioning Technician	110-120
Estimator	135
Certified Energy Manager	135
Project Developer / Coordinator	110



7878 North 16th Street

Suite 300

Phoenix, Arizona 85020

p 602.957.1155

www.dibblecorp.com

Phoenix-Tucson-Goodyear-Denver-Mesa

March 7, 2019

Joseph M Salvatore AIA LEED AP
Architect | Principal
Architekton
464 S Farmer Avenue, Suite 101
Tempe, AZ 85281

**RE: Avondale Police Expansion
11485 Civic Center Drive, Avondale
Survey & Civil Engineering Services Proposal**

Joe,

Thank you for the opportunity to submit this proposal to provide survey and civil engineering services. This proposal has been prepared based on our understanding of the project as described in the Project Understanding and Scope of Work sections. We look forward to partnering with your team for a successful project.

PROJECT UNDERSTANDING:

Project summary

- 12,500 SF building footprint expansion of the existing police headquarters
- Addition of approximately 14 parking stalls with connection to the existing adjacent parking lot
- Civic Center complex in the immediate vicinity of the police headquarters expansion is fully developed
- Area impacted by development is approximately 0.7-acres

Grading & Drainage

- The existing retention basin that will be impacted by the building expansion is a shallow basin designed to retain the local area only. This basin will be reconfigured and retention provided for the 100-year, 2-hour event for the contributing drainage area. Drywell(s) will be included as required to drain the basin within the required 36-hours.
- Off-site flows are not expected

Existing/proposed utilities:

- Domestic water service is expected to be provided with an internal connection to the existing police headquarters building
- Fire service is expected to be provided with an internal connection to the existing police headquarters building
- Sanitary sewer service is expected to be provided with an internal connection to the existing police headquarters building or a new service line connection to the existing sanitary sewer main located within the landscape area immediately northwest of the new headquarters expansion
- Utility relocations are not expected
- Off-site utility improvements are not expected

Adjacent roadway infrastructure:

- Adjacent roadways are fully developed, additional improvements are not expected

Parcel summary

- Replat/Lot Combo/Easements new or abandonment are not expected

Additional items of note

- Site and drainage issued in the area of development will be addressed as a part of this project
- Demolition will be shown for extent required for building over-excavation with call-out of patch and repair of existing conditions to match existing for all utility trenches and where extensive patching to occur, replace entire area for better drainage design.

CONDITIONS:

- Architect will provide electronic files (AutoCAD) of the proposed site and building improvements for use as the basis of the civil design
- The Client will provide a Geotechnical Report with recommendations for pavement sections and percolation rates to complete the civil design for this project
- Submittals will be made via pdf documents and printing if required will be done by others or reimbursed at cost to Dibble Engineering
- Submittal and review fees will be paid by Owner/Architect at the time of submittal
- Meetings and construction phase site observations are per the Meetings section of the below Scope of Services
- Drainage analysis for local drainage sub-basin only
- City standard requirement of a Traffic Impact Analysis is not expected due to the size of the project
- City of Avondale Site Plan submittal requirements entail development of documents beyond a typical site plan submittal level therefore Dibble will invoice a portion if not all of the Schematic Design and potentially Design Development phase during the Site Plan Submittal phase in order to develop the level of drawings required by the City.

DESIGN STANDARDS/PERMITTING AGENCY

Design will conform to the following Authorities Having Jurisdiction (AHJ).

- City of Avondale

Design will be reviewed and permitted by the following AHJ(s)

- City of Avondale

SCHEDULE:

- Dibble Engineering is prepared to begin immediately and will conform to the project schedule as stipulated by the Owner/Architect

SCOPE OF SERVICES:

1.0 Survey Services

1.1 Topographic Survey

Project Control

Dibble Engineering will perform Project Control Survey services including:

- Dibble Engineering will confirm the project control for the site
- Basis of Elevation: Elevations shall be tied to the City of Avondale datum
- Basis of Coordinates: Coordinates (Northing and Easting) shall be based upon the City of Avondale datum

Topographic Survey & Basemap Preparation

Dibble Engineering will perform Topographic Survey & Basemap services including:

- Prepare design ready AutoCAD base file including existing utilities and existing site features based on available utility as-built and quarter section drawings as well as conventional topographic survey. Limits of survey are per the attached exhibit.

2.0 Schematic Design Phase

2.1 Pre-Application

Dibble Engineering will perform Pre-Application services including:

- Prepare a preliminary grading and drainage plan illustrating the following:
 - Existing contours
 - Grades on adjacent top of curb
 - Proposed site grading with spot elevations, flow arrows, and finish floor elevation
 - Proposed size and depth of retention area(s)
 - Retention calculations to support the information provided above

2.2 Preliminary Site Plan (per City of Avondale specific requirements)

Dibble Engineering will perform Site Plan Submittal services including:

- Grading and drainage plan
- Drainage report
- Utility plan
- Water report

2.3 Schematic Design Documents

Dibble Engineering will prepare Schematic Design documents including:

- Develop on-site plans including site demolition plan, civil site plan, grading & drainage plan and utility plan (as required for sanitary sewer service)
- Develop design of horizontal control of the site elements of the project including walls, hardscape, drives, and drainage features
- Develop design of sewer service, as required
- Develop design of storm water conveyance and above ground retention facilities
- Develop draft drainage report
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
- Meetings - refer to Meetings section of this proposal

3.0 Design Development Phase

3.1 Design Development Documents

Dibble Engineering will prepare Design Development documents including:

- Refine on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan (as required for sanitary sewer service), cross sections and details
- Refine design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Refine design of sewer service, as required
- Refine design of storm water conveyance and above ground retention facilities
- Refine draft drainage report
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
- Meetings - refer to Meetings section of this proposal

4.0 Construction Document Phase

4.1 Construction Documents

Dibble Engineering will prepare Construction Documents including:

- Finalize on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan (as required for sanitary sewer service), cross sections and details
- Finalize design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Finalize design of sewer service, as required
- Finalize design of storm water conveyance and above ground retention facilities
- Prepare final drainage report
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
- Meetings - refer to Meetings section of this proposal

4.2 Storm Water Management Plan

Dibble Engineering will prepare a Storm Water Management Plan including:

- Prepare an NOI (Notice of Intent) for ADEQ (Arizona Department of Environmental Quality) in partnership with the Contractor
- Prepare the SWMP (Storm Water Management Plan) in cooperation with the Contractor meeting the requirements of ADEQ and the City of Avondale
- Assist the Contractor in submitting the SWMP/NOI to and coordinate with ADEQ and the City of Avondale

5.0 Bid & Permitting Phase Services

5.1 Bidding/Permitting

Dibble Engineering will perform Bidding/Permitting services including:

- Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
- Respond/address City civil comments
- Prepare civil permit resubmittal
- Assist Owner/ Contractor in acquiring civil construction permits
- Respond to bidding Contractor/Sub-Contractor civil related questions

6.0 Construction Phase Services

Dibble Engineering will perform Construction Phase Services including:

6.1 Limited Construction Administration

- Respond to Contractor requests for information (RFI's)
- Review civil related Contractor submittals
- Site observations/construction meetings during this phase - refer to Meetings section of this proposal

6.2 Record Drawings

- Prepare civil related Record Drawings based on Contractor mark-ups

ALLOWANCE

Meetings (Included in above phases in Fees section of this proposal)

At the request of the Owner and/or Client, Dibble will attend design & construction phase meetings/site visits. These meetings may include team weekly meetings, stakeholder meetings, City coordination meetings, utility service provider coordination meetings, construction phase coordination meetings, construction phase site visits, etc. This task will be invoiced at time & materials only. If during the project Dibble finds that we are approaching the budgeted amount for this task we will inform the client of such and will only proceed further (on a T&M basis) if authorized to do so. Estimated meeting count and duration are as follows:

- | | | |
|--------------------------|-------|--|
| • Pre-Application | 2 ea. | 2-hour meetings |
| • Preliminary Site Plan | 1 ea. | 2-hour meetings |
| • Schematic Design | 1 ea. | 2-hour meetings |
| • Design Development | 1 ea. | 2-hour meetings |
| • Construction Documents | 2 ea. | 2-hour meetings |
| • Bidding/Permitting | 1 ea. | 2-hour meetings |
| • Construction Phase | 3 ea. | 2-hour site observations/construction meetings |

7.0 Fire Flow Test (allowance)

- Fire flow test for building fire flow calculations

EXCLUSIONS:

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Cost of permits or fees
- Survey Services including: Replat/Lot Combinations, ALTA survey, legal descriptions & exhibits
- Traffic study/Traffic impact analysis/Signal design
- Roadway signing & striping design
- Sub-surface exploration (utility pot-holing)
- Environmental investigations
- Geotechnical investigation
- Pavement section design & percolation tests (To be provided by Geotechnical Engineer)
- Design of off-site/public street, sidewalk, water, or sewer improvements except as noted in this proposal
- Floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, natural gas design, structural design including walls, landscaping and irrigation design
- Construction staking/Construction inspection
- As-built survey
- Certification of finish floor elevation

FEES:

2.0	Schematic Design Phase	\$10,997.2
2.1	Pre-Application	
2.2	Preliminary Site Plan	
2.3	Schematic Design Documents	
3.0	Design Development Phase	\$5,451.10
3.1	Design Development Documents	
4.0	Construction Document Phase	\$8,418.90
4.1	Construction Documents	
4.2	Storm Water Management Plan	
5.0	Bid & Permitting Phase Services	\$2,781.60
5.1	Bidding/Permitting	
6.0	Construction Phase Services	\$6,076.20
6.1	Limited Construction Administration	
6.2	Record Drawings	

Project Total \$33,725

Allowance

1.0	Survey Services	
1.1	Topographic Survey	\$3,683

STANDARD BILLING RATES (January 1, 2019)

Project Manager	193.00
QA/QC Manager	187.00
Project Engineer (PE)	165.00
Assistant Project Engineer (EIT)	134.00
Designer	120.00
Land Surveyor (RLS)	179.00
Survey Technician	99.00
Survey Crew	190.00
Administrative Assistant	82.00

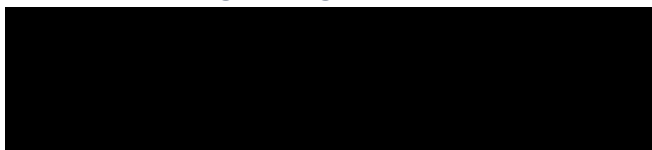
ADDITIONAL SERVICES:

If the Consultant/Engineer is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner or Architect or for any reason beyond the Consultant's/Engineer's control, they are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended. Additional services must be approved by the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the survey and civil engineering services that are complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within seven days after Client's receipt of payment from the Owner.

If you have any questions, please feel free to call us at (602) 957-1155.

Sincerely,
Dibble Engineering



Jeffrey L. McBride, PE
Vice President

If this proposal including the attached back-up documents is acceptable, please so indicate by signing and dating below. The return of this signed document shall serve as our notice to proceed with this project.

Name (Print), Title

Signature
Architekton

Date

Site Exhibit/Limits of Survey





March 7, 2019

Mr. Joe Salvatore, Principal
ARCHITEKTON
464 S. Farmer Avenue, Suite 101
Tempe, Arizona 85281

**Re: Avondale Police Expansion
Avondale, Arizona
(Rev. 1)**

Dear Joe,

the MOORE / SWICK partnership is pleased to submit this proposal to provide Landscape Architectural services on the above referenced project.

From our review of the information that you sent to our office, our experience with Architekton on similar for different municipalities throughout Arizona, we feel we have a thorough understanding of the goals and objectives for this project:

Architekton is interested in hiring *the MOORE / SWICK partnership* to provide Landscape Architectural services from Design through Construction Administration for the 19,000 s.f. expansion to the existing City of Avondale Police Headquarters to include a Property and Evidence Department and other yet to be determined interior improvements and upgrades and site improvements.

To meet those goals, we propose the following Scope of Services:

SCOPE OF SERVICES:

1. Schematic Design:

Meet with representatives of the City, the Architect, other members of the Design Team and to review all project information prepared to date, gather all current City of Avondale design guidelines, and finalize all goals, objectives, schedules and budgets for the project.

Prepare a reproducible Site Plan from Site Plan and Grading and Drainage Plans provided by the Architect and Civil Engineer in digital format.

*the MOORE/SWICK partnership
landscape architects and planners*

414 s. mill avenue, suite 207 tempe, arizona 85281
phone 480.894.9284 fax 480.894.9301



Visit the project site to identify existing opportunities and constraints and evaluate their potential impact on the design.

Prepare a plan illustrating the conceptual layout of all proposed hardscape and landscape elements for the facility.

Attend meetings with representatives of the City, the Architect, and the Design Team to coordinate and review the Schematic Design package.

Subtotal

\$ 2,983.00

2. Design Development:

Prepare Design Development landscape and irrigation plans based on further design thinking, and reflecting the City's review comments on the previous Schematic Design package.

Prepare outline specifications, based on M.A.G. Uniform Standard Specifications for Public Works Construction, and the City of Avondale's supplements thereto, for all proposed landscape and irrigation work, for inclusion with the Design Development package.

Meet with representatives of the City, the Architect, the Design Team to coordinate and review the Design Development package.

Subtotal

\$ 4,522.00

3. Construction Documents:

Prepare preliminary landscape and irrigation plans with the necessary notes and details for construction of the final design, and reflecting the City's review comments on the Design Development package.

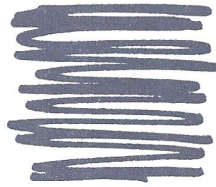
Refine written specifications to reflect the developments and changes in the Design Development plans.

Meet with representatives of the City, the Architect, the Design Team and the CMAR to coordinate and review the Construction Document package.

Revise Construction Documents as required to respond to final City review comments. Provide clarifications to the CMAR's and Subcontractor's inquiries during the Bidding / GMP process. Prepare addenda as required.

Subtotal

\$3,857.00



4. Construction Administration Services:

Review Contractor submittals. Attend weekly Construction Meetings on an as-needed basis during the landscape and irrigation installation phase of the project. Visit site periodically to inspect landscape and irrigation installation. Prepare written progress reports to document Contractor's progress. Prepare Punch List for Substantial Completion and written final project approval.

Subtotal

\$ 5,795.00

FEE AND PAYMENT SCHEDULE:

1. Our fee for providing the services described above shall be a lump sum of **\$17,157.00**. We will invoice Architekton on a monthly basis.
2. Reimbursable Expenses: We will provide Architekton with one pdf file of plans and specifications for each submittal, and will provide copies of our receipts for any additional expenses as back-up to our invoices.

We thank you for the opportunity to submit this proposal, and look forward to working with you on this project.

If you should have any questions, or require additional information, please notify our office.

Sincerely,



Kevin B. Moore, L.A. General Partner
the MOORE / SWICK partnership



Date

SJM:R/PHX-FP:CoA
March 8, 2019

Mr. Joseph M. Salvatore, AIA LEED AP
Architect | Principal
Architekton
464 South Farmer Avenue, Suite #101
TEMPE, ARIZONA 85281

Via e-mail: joesalvatore@architekton.com

Dear Joe:

**RE: CITY OF AVONDALE POLICE PROPERTY & EVIDENCE EXPANSION
FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

Thank you very much for inviting Rider Levett Bucknall (RLB) to submit a fee proposal for providing Cost Consultancy Services for the planned City of Avondale Police Property & Evidence Expansion.

Project Background

Item #1 includes the addition to the existing Main Station including the Site Work and Tenant Improvement (TI) of the first floor for the Property & Evidence. It appears the site improvements have been modified to exclude the expansion of the secured parking lot to the blank property east of the existing lot, but expanding the existing parking lot to the north, reducing the size of the existing retention basin and adding two drywells. The design team will need to confirm if that strategy is feasible.

The work includes the 19,000gsf expansion of the existing police headquarters. 12,500 sf would be on the first floor. That space will be designed for the new Property and Evidence Department and includes a loading bay and outdoor evidence storage directly south of the new building. That space will be a subject of the programming and conceptual design efforts with concepts of how to expand to the future upper level P&E space. The roof of the first floor will be designed as a second floor (12,500sf). A portion (6,500sf) of that second-floor space will be built out as part of Item #3; the remainder will be roofed over but prepared for the future build out expansion when needed.

It also includes the design and construction the 6,500 sf improvements to the new second floor space. That space is preliminarily programmed to include the Professional Standards Bureau (2,700sf), Swing Space/Temporary Community Services Department, Restrooms, horizontal and vertical circulation, and building services. The second floor of the existing police headquarters will be modified to allow second floor north and south access between the new and existing buildings.

Mr. Joseph M. Salvatore, AIA LEED AP
Architekton
March 8, 2019
Page 2

**RE: CITY OF AVONDALE POLICE PROPERTY & EVIDENCE EXPANSION
FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

It also includes revisions to the existing police headquarters on the first and second floors.

First Floor

- The existing Property and Evidence Department will be repurposed to a new Briefing Room and Community Services Department.
- The Existing Briefing Room will be repurposed into an expansion of the Records Department and new conference Rooms. The existing Records Department will remain.
- The Existing Community Services Department will be repurposed into Property & Evidence space (possibly new lobby space and evidence return)

Second Floor

- Dispatch will be expanded, using a portion of the second-floor corridor.
- The existing Copy/Fax Center will become corridor space.
- The existing Professional Standards Bureau will be repurposed into expanded Criminal Investigations Department.
- Portions of the existing Criminal Investigations Department will be repurposed into Building Services (Storage, Janitor Closet, Expanded Crime Lab)
- Portions of the existing second floor will be repurposed and expanded to allow passage between the new building and existing on the second floor.

Construction Budget

The construction budget for the project is identified as \$6,250,000.

Consultant Scope of Work & Proposed Fees

Our fees for providing the following Cost Consultancy Services are as follows:

- prepare preliminary Programming Level Construction Cost Estimate - \$3,240
- Value Engineering at preliminary Programming Level - \$1,620
- review of the selected CMAR's proposed Guaranteed Maximum Price (GMP) - \$5,400

Total proposed fee\$ 10,260 .

Mr. Joseph M. Salvatore, AIA LEED AP
Architekton
March 8, 2019
Page 3

**RE: CITY OF AVONDALE POLICE PROPERTY & EVIDENCE EXPANSION
FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

Exclusions

Please carefully note that our proposed fees specifically do not include the following:

- preparation of a Construction Documents construction cost estimate
- detailed labor, material and equipment build-ups for any unit rates included within RLB's cost estimate(s)
- preparation of new cost estimates or amendments to our cost estimates necessitated by changes in the design or by further redesigns beyond the milestone exercises specifically included within this proposal

Terms & Conditions

The terms will be as per Architekton's contract with City of Avondale and the Standard AIA Consultant Agreement. Unless otherwise agreed to in writing, RLB's scope of services is limited to the extent included in this proposal.

Any additional scope, changes in the scope, or additional scope required by contract terms and conditions shall be an additional service for which additional fees will be required.

Acceptance

To signify your acceptance of this proposal, please sign below and return it to me. In the meantime, if you have any questions, or would like to discuss some aspect of this proposal, please feel free to contact us.

Yours faithfully,

RIDER LEVETT BUCKNALL LTD.

Scott J. Macpherson MRICS
Executive Vice President

**Charlene Mendoza CM-BIM LEED-AP
MBA**
Senior Cost Manager

Accepted: _____

Position / Title: _____

Date: _____



CITY COUNCIL REPORT

SUBJECT: Professional Services Agreement with Wood Environment & Structural Solutions, Inc. for the Development of the Garden Lakes Parkway Corridor Study

MEETING DATE: 3/25/2019

TO: Mayor and Council

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

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Professional Services Agreement with Wood Environment & Structural Solutions, Inc. to develop and complete the Garden Lakes Parkway Corridor Study for an amount not to exceed \$ 80,863.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

Lateral improvements involving the restriping of travel lanes were implemented along both sides of Garden Lakes Parkway for walking/biking modes in 2018. These improvements were done in part to promote greater accessibility while attempting to reduce vehicular travel speeds by narrowing the travel lanes. While these improvements have been widely accepted by the Garden Lakes community, there is still latent demand for crossing the parkway but without the aid of additional traffic calming features or traffic control devices.

The primary purpose of the corridor study is to identify potential opportunities and improvements to cross Garden Lakes Parkway for non-motorized modes of transportation.

DISCUSSION:

The City seeks to hire a traffic engineering consulting firm from its pre-qualified on-call services list to perform the study. The City invited three (3) firms from its on-call list to submit proposals. All three firms responded to the invite and the City's selection committee graded the three proposals, scoring Wood Environmental & Infrastructure Solutions, Inc. with the highest ranking score.

The proposal estimates completion of the study within seven months following Notice to Proceed at a fee cost not to exceed \$ 80,863.00.

BUDGET IMPACT:

The project will be funded from Traffic Engineering Contractual Services/Neighborhood Traffic Management Program (NTMP) 201-5925-00-6180 of which the NTMP has a current unencumbered balance of

\$400,689.21.

RECOMMENDATION:

Staff is recommending that City Council approve a Professional Services Agreement with Wood Environment & Structural Solutions, Inc. to develop and complete the Garden Lakes Parkway Corridor Study for an amount not to exceed \$ 80,863.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of March 25, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation (the “Consultant”).

RECITALS

A. The City issued a Request for Qualifications, EN 18-111 “FY 2018/2019 Professional Consultants Selection List” (the “RFQ”), a copy of which is on file in the City Engineer’s Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), which is on file in the City Engineer’s Office and which is incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to provide a corridor study for Garden Lakes Parkway (the “Services”).

AGREEMENT

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

1. Term of Agreement. The term of this Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 4, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an amount not to exceed \$80,863.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as part of Exhibit A.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the

performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any

Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the City.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause

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

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 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 of this Agreement with respect to the subject matter of this Agreement.

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

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant 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.

Consultant 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.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

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

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

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

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous

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

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

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

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

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

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

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

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Procurement Officer

 City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: City Attorney

If to Consultant: Wood Environment & Infrastructure Solutions, Inc.
 4600 East Washington Street, Suite 600
 Phoenix, Arizona 85034
 Attn: Ed Latimer, PhD, PE

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.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons

requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant'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.

14.18 Israel. Consultant 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.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

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

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

[Scope of Work and Fee Proposal]

See following pages.

January 14, 2019
Wood Proposal No.: PT18-11-03 (Revision#1)

Wood Environment & Infrastructure Solutions, Inc.
4600 East Washington Street, Suite 600
Phoenix, Arizona 85034
T: (602) 733-6000
F: (602) 733-6100
www.woodplc.com

Mr. Thomas Peterson PE, PTOE
Traffic Engineer
City of Avondale
11465 W. Civil Center Drive, Suite 120
Avondale, AZ 85323

Re: Scope and Fee Proposal for Garden Lakes Parkway Corridor Study

Dear Mr. Peterson:

This document describes the scope of services that Wood Environment and Infrastructure Solutions, Inc. (hereafter called the "Wood") will provide to the City of Avondale: (hereafter called the "City"). Wood will perform the duties and functions required by the City to provide a Corridor Study for Garden Lakes Parkway from Thomas Road to 107th Avenue, to specifically identify the potential opportunities and improvements to cross Garden Lakes Parkway for non-motorized modes of transportation and connect the neighborhood to the existing Garden Lakes Elementary School and Westview High School

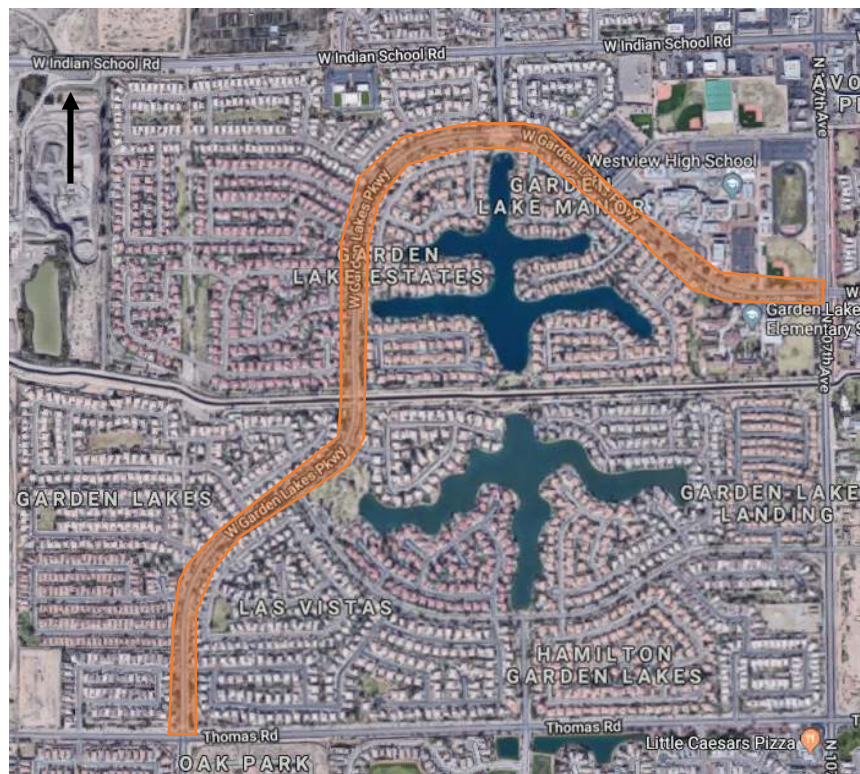


Figure 1: Site Location Map

Background and Understanding

Avondale Boulevard, north of Thomas Road is called Garden Lakes Parkway. Garden Lakes Parkway (GPL) is a neighborhood minor arterial roadway connecting Thomas Road to 107th Avenue and via 111th Avenue to Indian School Road. The potential for cut-through traffic to reach from Thomas Road to Indian School Road is high. However, to keep with its prime purpose of neighborhood connectivity, the posted speed limit is 25 miles per hour (mph).



Figure 2a: Existing GPL west of Westview HS



Figure 2b: Existing GPL near Emerald Lane

Neighborhood attractions such as lakes and parks are located on the east side of the roadway. Roosevelt Irrigation District Canal cuts across Garden Lakes Parkway and there are multi-use trails along both sides of this canal. The Garden Lakes Elementary School and Westview High School are located along Garden Lakes Parkway near 107th Avenue. Users of non-motorized transportation mode are required to cross Garden Lakes Parkway to access these amenities.

Currently there is a yellow crosswalk (school zone) with portable school zone 15 mph speed limit signs at the intersection of Garden Lakes Parkway at Emerald Lane. There are crosswalks along both the north and south trail crossings and crosswalks cross all legs of the all-way stopped control intersection of 111th Avenue at Garden Lakes Parkway.



Figure 3a: Yellow Pedestrian X-Walk at Emerald Ln



**Figure 3b: School Zone Speed Limit Signs
(For use during school times only)**

From the cursory field review completed for this study section and background information gathered from the City staff, pavement marking, signing and ADA improvements along Garden Lakes Parkway were completed in

June 2018 to reduce and maintain calmer speeds through this section. These improvements included pavement treatment, and traffic calming comprised of narrowed lanes, center turn lane, buffered bike path along both sides of the road and an on-pavement pedestrian path on the west side of the road.

With traffic calming project complete, the City via this corridor study wants to identify the appropriate traffic control devices and locations for non-motorized transportation modes to cross Garden Lakes Parkway.



Figure 4a: NB GPL Near RID Canal



Figure 4b: Crosswalk Near RID Canal

Firm Background and Team

Wood is a leading national full-service firm with over 160 professionals in Arizona providing multi-disciplined solutions that support our customers throughout their full life cycle of programs and projects. We have a long history of work in the Phoenix metropolitan area including providing high-quality services to customers in Arizona for the past 59 years. A major focus of our business is street transportation planning and design for bike and pedestrian facilities and associated infrastructure similar to this corridor study.

The success of a project relies on satisfaction of its users. For this project it is the satisfaction of the neighborhoods along Garden Lakes Parkway. Reaching out to the neighborhoods, and understanding their needs is an essential component of this project. Secondly understanding the traffic operations and use of the existing facilities is also essential. To effectively assist the City with this corridor Study, Wood has established a team of engineering and public outreach professionals to assimilate, analyze and develop appropriate solutions for this study that are aligning with the goals and expectations of the stakeholders.



Gunn Communication, Inc. (GCI) specializes in helping local agencies inform and engage the public about their proposed projects and programs, and potentially impacted stakeholders can have a voice in decisions that may affect them. They facilitate community consensus on difficult issues, utilizing teamwork, creativity and effective written and verbal communications. They design unique public involvement programs for specific audience segments and is a resourceful and dedicated problem-solver. GCI has designed and implemented public involvement programs and activities for numerous regional planning projects, including projects to develop STSPs for the Lake Havasu Urbanized Area and for the City of Avondale.

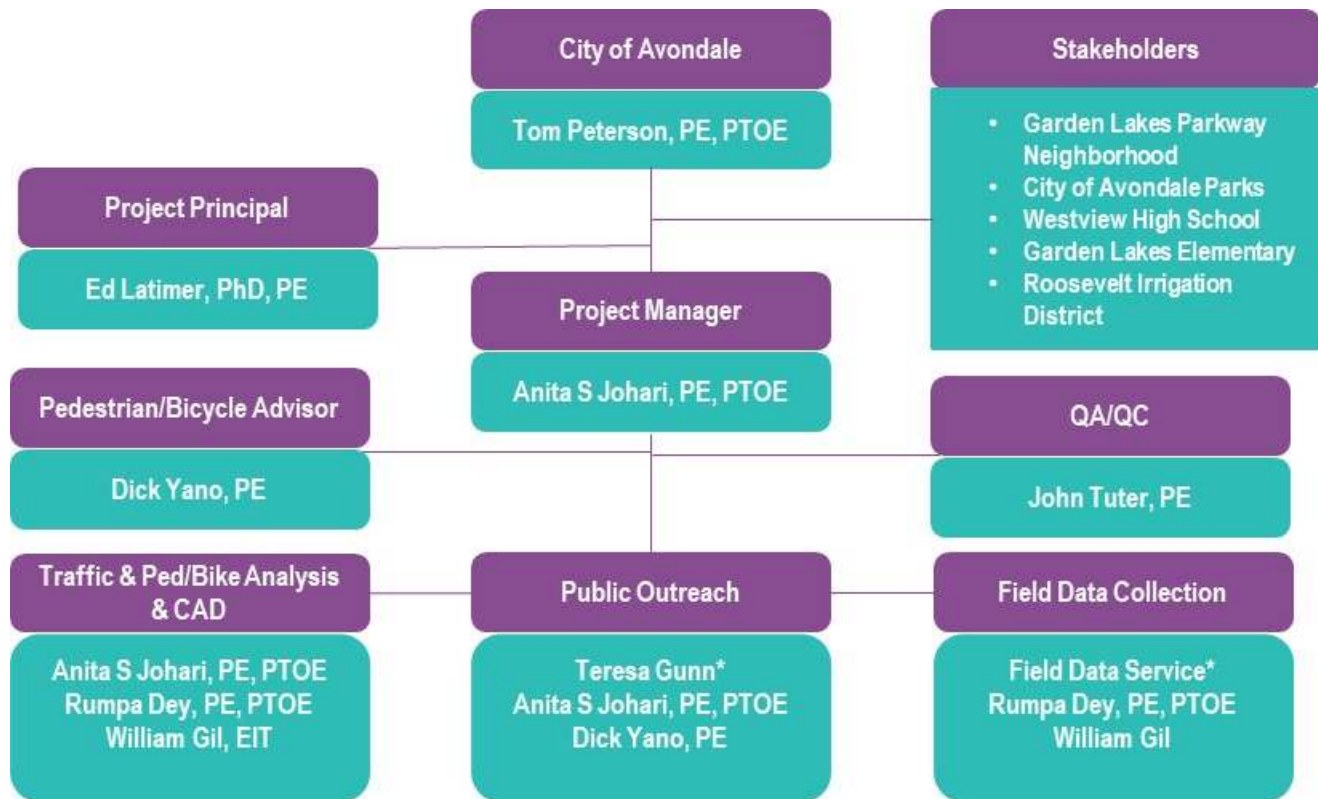
Field Data Services (FDS) have been assisting several local agencies with traffic data collections, including and not limited to turning movement counts, 24-hour traffic volumes, speed studies, gap studies and travel time studies. FDS will assist the team with traffic volume data collection.



FIELD DATA SERVICES OF ARIZONA, INC.
520.316.6745



The Organization Chart shows the specific roles of our team members.



Approach and Scope of Work

The planning and design of an effective urban multimodal facility requires careful blending of roadway, traffic, and aesthetic design elements to result in an attractive facility that is safe and efficient for all users. Our team is currently working on other multimodal design projects and some of the key elements of design used in these projects include:

- Bike HAWK (for Ped/Bike Crossing)
- Rapid Flashing Beacons (for Ped/Bike Crossing)
- High Visibility Crosswalks (for Ped/Bike Crossing)
- Peppermint (Green Stripes) (for Bike path)
- Green Bike Path and Bike Box (for Bike path)
- Chicane concepts (Speed reduction)
- Raised landscaped median (Speed reduction)



Figure 5a, Ped/Bike Improvements Completed on Hardy Drive, Tempe, AZ

Figures 5a, 5b and 5c shows samples of pedestrian/bicycle elements used in our recently completed projects.



**Figure 5b. Circular RFB Recommendations
for a Crosswalk in Lake Havasu, AZ**



**Figure 5c. Ped/Bike Crossing
Recommendation for a residential
community in Maplewood, MO**

We have developed a scope to meet the goals of the City that includes a strong public outreach effort, sensitive approach to design elements for an aesthetic, comfortable, and safe multimodal environment. This section provides a summary of the Wood's scope of services and assumptions in developing the fee proposal.

1. Project Management & Meetings

1.1. Project Management

Wood will provide management and maintenance of the schedule, records, correspondence and communication with City staff and stakeholders. The project management effort is based on estimated project duration of seven (7) months to complete the report.

Wood will prepare monthly invoices and progress reports and perform regular budget and schedule monitoring.

Wood will coordinate with City representatives, subconsultants, and other project stakeholders including responding to e-mails and phone calls.

1.2. Progress Meetings

Progress meetings will be held during the course of the project to coordinate project issues. It is anticipated that the meetings will be held monthly and six (6) meetings will be required. Wood anticipates that four (4) of these meetings will be completed via email or telephone and two (2) in person meetings attended by the project manager.

Wood will prepare and distribute meeting notes for each Progress Meeting after each meeting, including Action Items to be reviewed and updated at each Progress Meeting.

Deliverables:

- Project schedule and updates
- Monthly invoices
- Progress meeting notes (6 meetings)

2. Project Start Up

2.1 Development of Oversight Committee

Wood will work with the City to identify the stakeholders to develop the project oversight committee and obtain contact information for the oversight committee members. The anticipated members for this oversight committee are: HOA representatives from Garden Lakes Neighborhood, Westview High School and Garden Lakes Elementary school staff, RID Staff, City Parks & recreation staff, City Traffic Engineering staff and Wood team members.

2.2 Kick off Meeting and Preparation for Neighborhood Outreach:

Wood will identify mutually workable kick off meeting dates and location for the oversight committee members and compile a meeting agenda. The purpose of the meeting will be for refinement of the goals, objectives, expectations, scope, responsibilities, schedule and a perspective of the final product. One (1) meeting is assumed for scoping purposes.

Wood team will meet with the HOA representatives of each community in the neighborhood to:

1. Assess and identify key stakeholders and residents in the study area,
2. Set up a stakeholder list (emails and contact information, etc.) for the outreach.
3. Neighborhood meeting arrangement: scheduling, rental agreement, location visit

With the information compiled, Wood will develop a public involvement plan.

Deliverables: Refined project Expectation, Scope, Objectives, Schedule and Deliverables

3. Data Collection

3.1 Neighborhood Outreach: -Wood, while maintaining constant contact with the City staff and the oversight committee and with the help of the HOA representatives will conduct the neighborhood meetings to gain perspective on their views, experiences and expectations from the neighborhood. The scope assumes one (1) neighborhood meeting for this effort. GCI team and two (2) members from Wood will attend these neighborhood meetings. Our team will:

- Develop the project overview maps, layouts and fact sheets for use in the neighborhood meetings
- Facilitate and document the meeting which will:
 - Prepare and deliver a meeting announcement
 - Prepare and electronically distribute meeting announcement to HOAs and community organizations
 - Coordinate communication and announcements with the City of Avondale and study team
 - Prepare and copy meeting materials: agenda, sign-in sheet, nametags, comment form, signage, surveys (hard copy and online (SurveyMonkey))
 - Provide equipment: projector, easels, and electrical cords if applicable
- Prepare meeting summary and document comments in stakeholder management system after neighborhood meeting



3.2 Field Data Collection: - The purpose of this task is to obtain field information and traffic volume data to make informed judgement on traffic patterns roadway usage along Garden Lakes Parkway. Pictures and videos of our observations will be obtained during the field reviews.

- Traffic Volume data including 24-hour tube counts with speed and classification, peak hour and off-peak hour turning movement counts, videos count for pedestrian/bicycle will be obtained along the study corridor.
 - 24-hour tube counts along with speed and classification will be obtained along Garden Lakes Parkway at two locations for both weekday and weekend
 - 24-hour traffic volume counts will be obtained on one location on Garden Lakes Parkway for both weekday and weekend,
 - 24-hour weekday traffic volume counts will be obtained at eight locations at the side streets on Garden Lakes Parkway
 - 12 hour weekday turning movement counts with video at key crossing location/intersections. The scope assumes (5 locations)
 - 12 hour weekend turning movement counts with video at key crossing location/intersections. The scope assumes (2 locations)
 - 16-hour video weekday and weekend counts along the trails to obtain trail crossing information (2 locations)
 - AM, mid-day and PM peak hour turning movement counts at minor intersections (4 assumed)
 - Any traffic count information that the City has for Garden Lakes Parkway will be obtained
 - Traffic counts near the school intersection will be obtained from the Safe Routes to School report.
- Our team will conduct a field data survey to inventory existing traffic control, signs, pavement markings and ADA ramps.
- Wood staff will conduct a field observation to identify travel patterns for both motorized and non-motorized modes of transportation, vehicle parking opportunities and restrictions. Pedestrian and bicycle behavior, school student travel patterns and crossing locations.
 - Also, a walking/biking audit will also be conducted to identify the predicaments faced by non-motorized road uses
- Wood staff will observe traffic operations at both Westview High School and at Garden Lakes Elementary and the numbers of students biking or walking to school and identify the usage of the existing trails to access the schools.

The scope assumes two (2) field days for data collections purposes.





Figure 6: Traffic Count Locations

3.3 Other Data Collection: - From discussion with the City staff, we know that a traffic calming study was completed and implemented in early this year. In addition, a safe route to school (SRTS) study was completed for Garden Lakes Elementary School. We anticipate that these two reports will contain valuable information for our use and will be obtained from the City. Additional data such as traffic volumes, crash data, maps and engineering plans for recently completed designs/projects will be obtained from the City. Other information such as planning developments near the study roadway will also be discussed with the City. The scope assumes two (2) meetings for the data collection effort.

3.4 Summarize findings from Field Data Collection and Neighborhood Meeting (Tech Paper 1)

Information gathered from the neighborhood meetings, field data collection and summary of the other data from reports and plans will be compiled into a report format and present findings to the Project Oversight committee for review, discussions and comments. The scope assumes one (1) Meeting for this purpose. Meetings minutes will be compiled by Wood staff.

Deliverables: Tech Paper 1 (comprising for data collected at the neighborhood meetings, meetings with City staff and field data. Meeting minutes from Oversight Committee meeting.



4. Evaluation of Alternatives

4.1 Traffic Engineering Analysis, Development of Alternatives and Tech Paper 2

- Traffic Analysis is necessary for identifying the existing traffic operations at the intersections along Garden Lakes Parkway.
 - From the traffic data collected, intersection analysis for two-way stop, all ways stop control will be completed for key intersections (8 assumed).
 - From the pedestrian/bicycle counts crossing warrant analysis for HAWK will be completed and suitability for rapid flashing beacons will be evaluated.
- Pedestrian/Bicycle Crossings identification and Evaluation.
 - From the data collected in Task 3 and analysis completed, Wood team will identify the possible crossing locations. These locations will be based on existing crossing patterns, usage and connectivity to neighborhood attractions.
 - Recommendations from the SRTS report and the traffic calming report will also be taken in to consideration while developing the crossing locations.
 - The possible crossing treatments will be evaluated for each location and the pro/cons for each treatment for each identified location will be evaluated and the most preferred traffic control and crossing treatment will be identified
- Identify possible funding sources for the proposed alternatives
- Analysis methodology, research, results, pros/cons for each alternative, and preferred treatment will be summarized in a report format (Tech Paper 2) Maps, results tabulations, and PowerPoint presentation will be developed for presenting to the project oversight committee.

4.2 Meeting with the Project Oversight Committee on the Alternatives (Tech Paper 2)

Tech Paper 2 along with display maps, tabulations and presentation will be delivered to the Project Oversight committee for review, discussions, comments and concurrence. The scope assumes one (1) Meeting for this purpose. Meetings minutes will be complied by Wood staff.

Deliverables: Tech Paper 2 – Analysis and recommendations on preferred alternatives. Meeting minutes and comments/ recommendations/concurrence from the oversight committee.

4.2.1 Presentation of the Preferred Alternatives to the Neighbourhood

Wood Team will present the findings and the preferred alternatives to the neighbourhood and obtain feedback and comments on the preferred alternatives. The scope assumes one (1) Meeting for this purpose. Meetings minutes will be complied by Wood staff.

4.2.2 Discussion of the Neighbourhood meeting minutes with the Oversight Committee

Neighbourhood comments on the preferred alternatives will be discussed with the Oversight Committee to reach a consensus on the preferred alternatives. The preliminary cost estimates for the preferred alternative from this meeting will be included in the report. The scope assumes one (1) Meeting for this purpose. Meetings minutes will be complied by Wood staff.



5. Report Preparation

Once the concurrence on the recommended alternative is obtained from the project oversight committee, Wood team will develop the report summarizing the approach, methodology, assumptions, analysis of the alternatives, and the recommended alternative. The report will be supplemented with a concept plan and an estimate of probable cost of the recommended alternative. The probable cost will be developed using a 15 percent plan set.

5.1 Concept Plans and Preliminary estimate of probable cost: Wood will review and develop design concepts for the preferred alternative to approximately a 15% level. This concept plan will be used to develop an estimate of probable cost.

5.2 Development of Draft report: The information contained in Tech Papers 1 and 2 will be compiled together to develop the draft report and the report will be presented to the oversight committee for review and comments.

- This report will summarize the project approach, assumptions, methodology, data collections, and analysis. The report will also summarize the different alternatives that were initially identified and reasoning for identifying the preferred alternative.
- The concept plans, estimate of probable costs and draft report will be submitted to the project oversight committee for review and comments. One (1) meeting is assumed for this discussion. Comments from the review of the oversight committee will be included in the report.

5.3 Presentation of the Draft Report and Estimate of probable costs to City Council/Public

- A Power Point presentation of the information contained in the draft report will be developed for presenting the information to the City Council and Public. Layout and maps for discussion purpose will also be developed.
- The PowerPoint presentation, layouts and maps and draft report will be submitted to the City Council and Public. One (1) meeting is assumed for this presentation and discussion.
- Feedback from the City Council and public will be gathered, and meeting minutes will be developed.
- City Council/Public Meeting minutes will be discussed with the oversight committee for concurrence. One (1) meeting is assumed for this purpose.

5.4 Development of Final Report

Once all the comments from City Council meeting has been addressed and concurrence from the Oversight committee is obtained a final report, concept plan and estimate of probable cost will be developed for submission to the City.

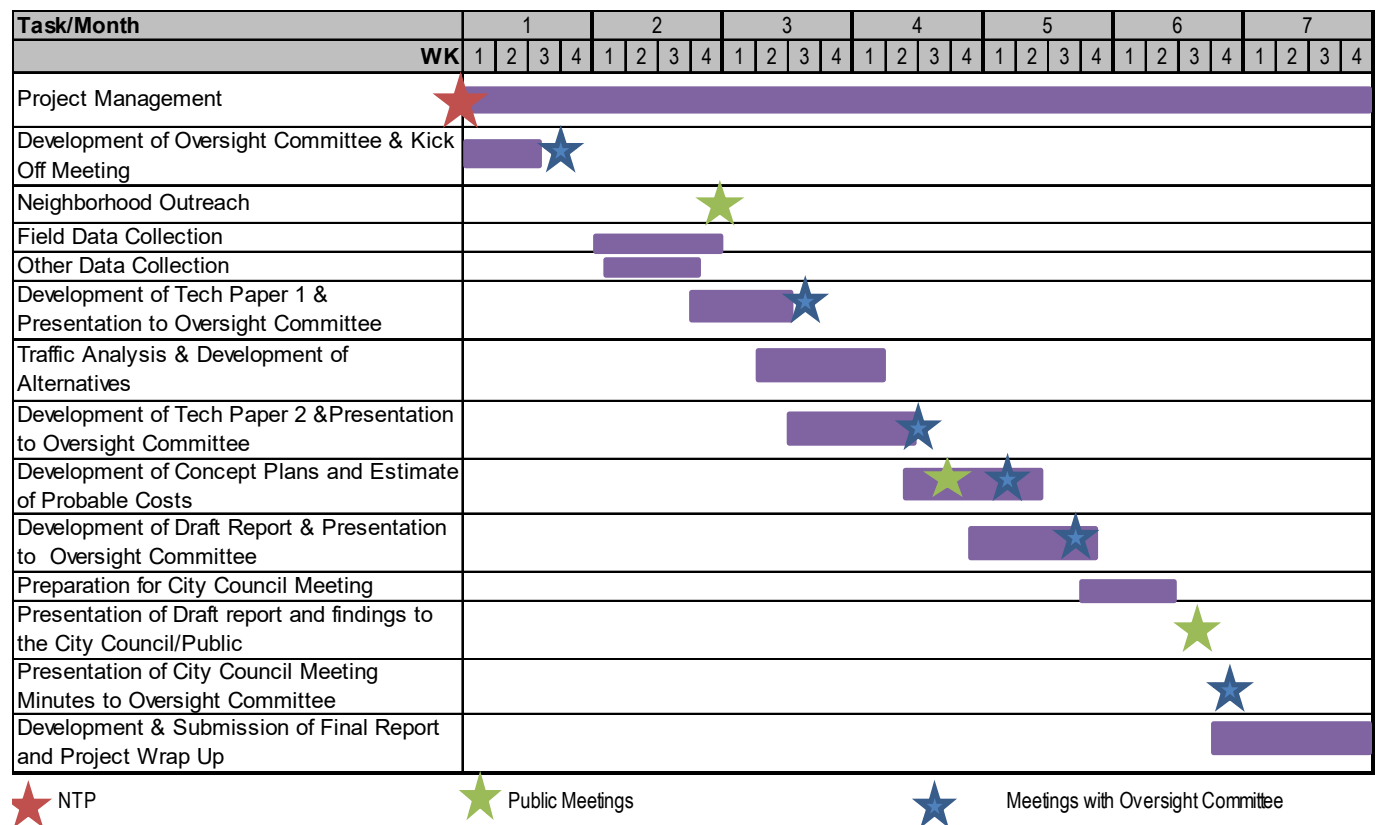
Deliverables: Final Report, concept plan, and estimate for probable cost.



Project Schedule

We anticipate the project will be completed within seven months from the NTP. Table below shows the preliminary schedule and timeline to complete each of the above-mentioned tasks. Table in the following page shows the preliminary schedule for this project.

Preliminary Schedule



Project Cost

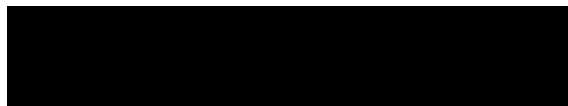
As detailed on the attached Fee Estimate and table below the above-mentioned tasks will be completed for a fixed fee of Eighty thousand eight hundred, sixty-three dollars (\$80,863). Invoices will be submitted at least monthly for services rendered.

Service	Fee
Wood (Project Management, Meeting Facilitation and Coordination, Data Collection, Analysis and Report Development	\$59,931.00
GCI – Public Outreach	\$13,023.00
FDS – Data Collection	\$7,909.00
Neighborhood Outreach (facility rental allowance)	\$1000.00
Total (without rental allowance)	\$80,863.00

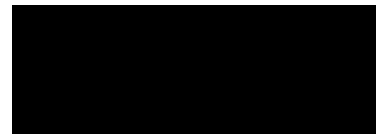
On your acceptance of this proposal, Wood is prepared to begin work immediately. We appreciate this opportunity to provide engineering services to the City of Avondale. Should you have any questions or require additional information, please contact me at (602) 733-6092 or email anita.johari@woodplc.com.

Respectfully Submitted,

Wood Environment & Infrastructure Solutions, Inc.



Ed Latimer, PhD, PE
Infrastructure Manager/Principal
Phone:



Anita S Johari, PE, PTOE
Lead Traffic Engineer



Client: City of Avondale

Date: 1/9/2019

Prepared by: Anita S Johari

Reviewed by: Dick Yano

wood.

Dick Yano

Anita Johari

John Tuter

Rumpa Dey

William Gil

Gina Agate

Task No.	Task Description	Task Hours Estimated	Sr. Project Manager	Project Manager	Project Engineer QA/QC	Engineer	EIT/CADD/ GIS	Admin/ Clerical	FDS	GCI	TASK TOTAL
			\$ 195.00 HR	\$ 180.00 HR	\$ 140.00 HR	\$ 130.00 HR	\$ 80.00 HR	\$ 60.00 HR	Lump Sum	Lump Sum	
	LABOR (DIRECT COST):										
1.0	Project Management & Meetings										
1.1	Project Management	16		4				12			\$1,440
1.2	Progress Meetings (via phone, email and one in person meeting)	8		8							\$1,440
2.0	Project Start Up										
2.1	Development of Oversight Committee	8		8							\$1,440
2.2	Kick off Meeting (Preparation and Presentation)	12	2	6		4					\$1,990
3.0	Data Collection										
3.1	Neighborhood Outreach (preparation and presentation)	44	8	20			16		\$ 7,909.00	\$ 13,023.00	\$27,372
3.2	Field Data Collection	44	4	8		16	16				\$5,580
3.3	Other Data Collection (documents at the City)	16				8	8				\$1,680
3.4	Tech Paper# 1 and Discuss results with Project Oversight Committee	37	1	16	4	16					\$5,715
4.0	Evaluation of Alternatives										
4.1	Traffic Analysis and development of Alternatives, and Tech Paper 2	92		16	4	40	32				\$11,200
4.2	Preparation and Present findings to Project Oversight Committee	10	2	8							\$1,830
5.0	Report Preparation										
5.1	Concept Plan Development & Estimate for Probable Cost	72		8		32	32				\$8,160
	Draft Report and Presentation to City Council	55	3	16	4	24	8				\$7,785
5.2	Meet with Project Oversight Committee to discuss City Council Comments	6	2	4							\$1,110
5.3	Development of Final Report	26	2	12	4		8				\$3,750
	LABOR TOTAL	446	24	134	16	140	120	12	\$ 7,909.00	\$ 13,023.00	\$80,492
	EXPENSES										
		Unit Cost	Quantity								
	Travel (15 round trips @ 45 miles per trip)	0.55	675								\$371
	Neighborhood Outreach Meeting (rental Allowance)	500.00	2								(1000.00)
	TOTAL EXPENSES										\$371
	TOTAL Labor & Expenses Cost										\$80,863



CITY COUNCIL REPORT

SUBJECT: Multiple Contract Award – Granular Activated Carbon Slurry Replacement Services

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, 623-333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to award contracts to Carbon Activated Corporation; Prominent Systems, Inc.; and Calgon Carbon Corporation to provide Granular Activated Carbon Slurry Replacement Services in a collective price not to exceed \$76,151.00 annually and a collective aggregate amount not to exceed \$228,453.00 over the five year contract term and to authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Well #8 is located at the Gateway Booster Station and supplies the northeastern quarter of the City with water and water pressure. Wellhead treatment at the site consists of a granular activated carbon (GAC) filter for removal of dibromochloropropane (DBCP), and ion exchange vessels for removal of nitrates. DBCP is a pesticide used in agriculture until 1979. GAC is made from the heating of raw organic materials that are high in carbon (such as coal) and is being used at Well #8 to remove DBCP from the raw water supply. The GAC removes the dissolved DBCP by trapping the chemical in the GAC. Eventually, the ability of the GAC to bind and remove chemicals is used up and the GAC needs to be changed.

The GAC at Well #8 was last changed in late 2016. Sampling of water at the site showed a significant reduction in the effectiveness of the existing media, and staff recognized the need to replace the GAC filter material to maintain water quality.

DISCUSSION:

The Invitation for Bid (IFB) PW13-012 for the Granular Activated Carbon (GAC) Slurry Replacement Services was advertised in the Arizona Republic on December 5, 2018 and the Southwest Arizona Republic on December 6, 2018. The scope of services requires the successful bidder to supply the labor, material, and equipment required to remove and dispose of the spent GAC, and provide and install pure GAC in compliance with the appropriate specifications. The bid opening was held on January 17, 2019. Three bids were received, all three bids were deemed responsive. Due to the important nature of the products and services provided under this contract, the City desires to award to all three vendors. In the event one contractor is unable to provide the GAC as required, another contractor will be utilized. Public Works anticipates replacing the GAC media every two years, or three times during the five year contract duration. The table below lists the successful bids that met all of the IFB submittal requirements and to whom the City desires to award

contracts:

Vendor	GAC Replacement Bid	Planned Replacements	Maximum Aggregate
Carbon Activated Corporation	\$62,652.00	3	\$187,956.0 0
Prominent Systems, Inc.	\$72,616.80	3	\$217,850.40
Calgon Carbon Corporation	\$76,151.00	3	\$228,453.00

BUDGET IMPACT:

Purchases associated with this contract are typically charged to Water Production and Treatment, Repair and Maintenance - Wells, line item 501-9122-00-6740 and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council award contracts to Carbon Activated Corporation; Prominent Systems, Inc.; and Calgon Carbon Corporation to provide Granular Activated Carbon Slurry Replacement Services in a collective price not to exceed \$76,151.00 annually and a collective aggregate amount not to exceed \$228,453.00 over the five year contract term and to authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	PW 19-032
Solicitation Title:	Granular Activated Carbon Slurry Replacement Services
Release Date:	December 5, 2018
Advertisement Dates:	December 5, 2018 – Arizona Republic December 6, 2018 – Southwest Arizona Republic
Final Date for Inquiries:	December 13, 2018
Bid Deadline:	December 26, 2018 3:00 p.m. (local-time, Phoenix, Arizona)
Bid Opening:	December 26, 2018 3:00 p.m. (local-time, Phoenix, Arizona)
Procurement Administrator:	Marsha Chavez mchavez@avondaleaz.gov 623-333-2033

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

*** The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Pursuant to section 2.17 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: ☐* or Line Item Award: ☐

*Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award.

Arizona Transaction (Sales) Privilege Tax License Number: _____ Arizona Corporation Commission File No.: _____ Federal Employer Identification Number: _____ Contractor Name Address CityStateZip Code	For Clarification of this Bid contact: Name: _____ Telephone: _____ Email: _____ Authorized Signature for Contractor Printed Name Title
--	---

ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF AVONDALE, an Arizona municipal corporation

Charles Montoya, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “City” means the City of Avondale, an Arizona municipal corporation.

1.6 “City Representative” means the City employee who has specifically been designated to act as a contact person to the City’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract and for providing information regarding details pertaining to the Work.

1.7 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

1.10 “Day(s)” means calendar day(s) unless otherwise specified.

1.11 “Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the City’s Procurement Code.

1.12 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.13 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.14 “Price” means the total expenditure for a defined quantity of a commodity or service.

1.15 “Procurement Administrator” means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.16 “Procurement Agent” means the City Manager or authorized designee.

1.17 “Procurement Code” means the City’s Procurement Code, as amended from time to time.

1.18 “Project” means the purpose and work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.19 “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

1.20 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

1.21 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.22 “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure qualified, licensed Vendors who regularly engage in the manufacturing or supplying of Granular Activated Carbon (“GAC”) for potable water treatment processes and who are capable of (a) removing and disposing of the spent GAC and (b) providing and installing pure GAC (the “Services”) as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the City’s needs. The City does not guarantee any minimum or maximum amount of Services will be requested by the City pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The City will consider as “irregular” or “non-responsive” and may reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance

with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).
3. Licenses; Certifications; DBE/WBE Status (Exhibit C).
4. References (Exhibit D).
5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder may be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Within five business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be compiled and posted to the City's website at <https://www.avondaleaz.gov/procurement>. Questions shall be submitted in writing or via email by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at the City's procurement website at www.avondaleaz.gov/procurement.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "or equal," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between

the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to subsection 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit C and incorporated herein by reference. Upon the City's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.14(E) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false

statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

2.17 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **120** Days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 Days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the City may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City

is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3.2 Compensation. The City shall pay the Contractor for Services completed and accepted by the City at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the City.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 Documents. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

3.5 Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

3.6 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

3.8 Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment or Material to Contractor.

3.9 Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

3.10 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.11 Changes; Cancellation. The City reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.12 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are

satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related

to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

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

3.14 Termination; Cancellation.

A. For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract 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 Contract 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 (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the City upon 30 Days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to Work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract 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 Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

E. Gratuities. The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any

officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor 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. Contractor 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.

3.15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

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

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

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

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

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

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

J. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

L. Offset.

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

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

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt

requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles Montoya, City Manager

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

If to Contractor: _____

 Attn: _____

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 (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) 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.

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with subsection 3.15(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.15(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for

damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.15(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.15(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.15 (R) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

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

S. Israel. Contractor 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.

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the

“Unauthorized Conditions”), other than the City’s project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Agreement is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

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

V. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

EXHIBIT A
TO
INVITATION FOR BIDS NO. PW 19-032

[Scope of Work]

See following pages.

SCOPE OF WORK

Granular Activated Carbon Slurry Replacement Services PW 19-032

1. **Qualifications and Requirements.** Contractor acknowledges that it meets, and shall maintain for the duration of this Contract, the following requirements:
 - 1.1 Contractor has been in business for a minimum of three years performing the Services prior to Contract award.
 - 1.2 Contractor is completely familiar with the specified requirements and methods needed, has sufficient qualified technicians and all equipment necessary for proper performance of the Services.
 - 1.3 Contractor shall have and maintain all necessary certifications and be licensed in the State of Arizona, as required.
 - 1.4 Contractor's materials are in full compliance with National Sanitation Foundation ("NSF") Standard 61. Certification of such must accompany bid package. A Bid that does not conform to this requirement will not be considered. Contractor shall comply with the most current American Water Works Association ("AWWA") Standards B604 and B100 specifications, as written, with no exceptions.
 - 1.5 If requested, Contractor shall supply a sample of the GAC (A) prior to Contract award for evaluation and (B) from future orders prior to delivery in order for City staff to review and/or test the GAC for compliance with the Specifications.
2. **Technical Specifications.** Contractor shall provide and install approximately 2,100 cubic feet of GAC in accordance with the Specifications provided herein. This figure is representative of replacing GAC in two filters. The need for GAC may be larger or smaller based on source water total organic carbon. The supplied GAC must be the same as the Contractor's sample submission, as set forth in Subsection 1.4 above. Failure to do so will constitute cause for rejection.
 - 2.1 The GAC must meet the most current AWWA Standard B604 in addition to the physical properties listed below. The virgin GAC must be manufactured from only select grades of bituminous coal as required to produce a highly active, durable granular material capable of withstanding the abrasion and dynamics associated with repeated backwashing, surface washing and hydraulic transport.
 - 2.2 Activation shall be carefully controlled to produce a material having a high internal surface area with optimum pore size for effective adsorption of a broad range of high and low molecular weight organic contaminants. The material shall be free of foreign materials.

- 2.3 The GAC material shall have the following ANSI/NSF Standard 61 classified physical properties or approved equal:

ANAYLSIS	SPECIFICATIONS
Type	Bituminous Coal
Iodine Number, mgI ₂ /g	900 min
Abrasion Number	80 min
Hardness Number, wt. %	90 min
Mean Particle Diameter, mm	1.5-1.7
Effective Size, mm	0.8-1.1
Uniformity Coefficient	2.1 max
Moisture as Packed, wt. %	2% max
Apparent Density, g/cc	0.47-0.54
Total Ash Content, wt. %	11% max
Water Soluble Ash, wt. %	0.2% max

3. General Scope of Work.

- 3.1 Contractor shall provide the necessary equipment and supervision for the removal of the spent GAC from the filters and installation of the virgin GAC in the filters. This includes, but is not limited to:
- A. Remove all media from the City-designated filter.
 - B. Allow time for under-drain inspection by City personnel.
 - C. Install GAC per specifications. (Note: Filter sizes are three cells each and each cell measures approximately 15' high x 12' deep).
- 3.2 Contractor must deliver the GAC no later than 30 days after the order is placed by City staff.
- 3.3 Contractor will provide all labor and equipment necessary to transport removed material to the City-approved landfill.
- 3.4 Services shall be performed between 6:00 a.m. and 4:00 p.m. Monday through Thursday, excluding City holidays.
- 3.5 Contractor shall provide standard product literature on the proposed GAC and Safety Data Sheet.
- 3.6 Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the equipment in fully operable condition.

EXHIBIT B
TO
INVITATION FOR BIDS NO. PW 19-032

[Price Sheet]

See following page.

PRICE SHEET

Granular Activated Carbon Slurry Replacement Services
PW 19-032

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.

Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1.	Granular Activated Carbon	2,100	C.F.	\$	\$
2.	Delivery, Installation and Removal	1	L.S.	\$	\$
3.	Other (Must Specify)			\$	\$
4.	Discount Payment Terms _____				
	TOTAL*				\$

*All bids are presumed to include all applicable taxes.

Make	
Brand Name	
Manufacturer	

Company Name: _____ Date: _____

EXHIBIT C
TO
INVITATION FOR BIDS NO. PW 19-032

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

Granular Activated Carbon Slurry Replacement Services
PW 19-032

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License* to your bid submittal.**

* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting City as a reporting jurisdiction or current City Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

If yes, please provide details and documentation of the certification.

EXHIBIT D
TO
INVITATION FOR BIDS NO. PW 19-032

[References]

See following page.

REFERENCES

Granular Activated Carbon Slurry Replacement Services PW 19-032

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

1.	Company:	_____
	Address	_____
	City/State/Zip Code	_____
	Contact:	_____
	Telephone Number:	_____
	Date of Contract Initiation:	Contract Expiration Date: _____
	Project Description:	_____
	Contract Value:	\$ _____ Annual Amount _____
2.	Company:	_____
	Address	_____
	City/State/Zip Code	_____
	Contact:	_____
	Telephone Number:	_____
	Date of Contract Initiation:	Contract Expiration Date: _____
	Project Description:	_____
	Contract Value:	\$ _____ Annual Amount _____
3.	Company:	_____
	Address	_____
	City/State/Zip Code	_____
	Contact:	_____
	Telephone Number:	_____
	Date of Contract Initiation:	Contract Expiration Date: _____
	Project Description:	_____
	Contract Value:	\$ _____ Annual Amount _____

EXHIBIT E
TO
INVITATION FOR BIDS NO. PW 19-032

[Acknowledgment of Addenda received, if any]

See following page(s).

EXHIBIT F
TO
INVITATION FOR BIDS NO. PW 19-032

[Work Orders]

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

Granular Activated Carbon Slurry Replacement Services
IFB PW 19-032
Bid Tabulation

Item	Description	Estimated Quantity	Unit of Measure	Carbon Activated Corporation		Prominent Systems, Inc.		Calgon Carbon Corporation	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Granular Activated Carbon	2,100.00	C.F.	\$ 25.52	\$ 53,592.00	\$ 28.50	\$ 59,850.00	\$ 31.71	66,591.00
2	Delivery, Installation and Removal	1.00	L.S.	\$ 9,060.00	\$ 9,060.00	\$ 7,500.00	\$ 7,500.00	\$ 9,560.00	9,560.00
3	Other				\$ -		\$ 5,266.80		
4	Discount Payment Terms				\$ -				
				\$ 62,652.00		\$ 72,616.80		\$ 76,151.00	



CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement Fifth Amendment with Carescape Inc. for Landscape Services

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Kirk Haines, Park and Recreation Director, (623) 333-2411

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the Fifth Amendment to the Cooperative Purchasing Agreement with Carescape, Inc. for landscape, irrigation, and pest control services in an aggregate amount not to exceed \$2,657,215 for the term of the agreement, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

On August 13, 2018, City Council approved the fourth amendment to the cooperative purchasing agreement with Carescape, Inc., increasing the contract amount to \$1,114,693 for one year for a variety of landscape maintenance services. Currently, the Carescape contract includes all landscape maintenance at 11 public facilities, including:

- City Hall campus
- Gangplank
- Western Avenue public grounds (police sub station, Fire Station 171)
- Sernas Plaza and Sam Garcia Library
- Community Center
- Fire Station 172
- Fire Station 173
- Public Safety 174
- Municipal Operations Service Center
- Care 1st
- American Sports Center/Transit Area

In addition to the maintenance services at these public facilities, Carescape also provides all turf mowing and line trimming at all parks, tree pruning and trimming citywide in areas that cannot be maintained by staff, all landscape services at the Crystal Gardens open space areas around the 14 lakes, specialized gopher and pest abatement services at various locations, over-seeding winter rye grass at the City Hall campus, and

various tree and plant replacements, irrigation system repairs, decomposed granite replacement and other landscaping tasks. The Carescape contract will expire in August, 2019.

DISCUSSION:

Carescape continues to demonstrate outstanding levels of service at a fair price. Carescape has demonstrated an ability to respond to additional work and services in a timely manner. When their staff observes water ponding, they notify staff and request authorization to repair leaking irrigation valves to reduce water waste. Another example of their quality workmanship in a team approach is currently in progress at Dessie Lorenz Park. Carescape is coordinating with our park maintenance staff in the demolition of trees and shrubs, which is providing a project cost savings. Any work that cannot be completed by the park staff is completed by Carescape using the right equipment to renovate the park area.

Contract amendment five includes an extension of time to August 2021, which coincides with the duration of the Cooperative Purchase Agreement with Peoria, AZ, provided that Peoria continues to extend their contract on an annual basis. The annual cost for the various maintenance services is \$650,000 to \$675,000 for Fiscal Years 2020 and 2021. In addition to the base services, there are additional costs for a variety of maintenance services such as irrigation system repairs and replacements, tree and shrub planting and replacement, granite replenishment, and similar activities.

According to the contractual terms, we are only authorized to accept any portions of this agreement based on City Council's annual budget appropriation and the City's ability to fund these services.

BUDGET IMPACT:

The budget impact in FY2019 is approximately \$60,000 and funding is available in line-item 310-1329-00-8210. Funding for these services in fiscal years 2020 through 2021 will be appropriated through the budget process within the Operating and Capital Improvement Plan budgets.

RECOMMENDATION:

Staff is recommending that City Council approve the Fifth Amendment to the Cooperative Purchasing Agreement with Carescape, Inc. for landscape, irrigation, and pest control services in an aggregate amount not to exceed \$2,657,215 for the term of the agreement, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**FIFTH AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
NO. 14526C
BETWEEN
THE CITY OF AVONDALE
AND
CARESCAPE, INC.**

THIS FIFTH AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “Fifth Amendment”) is entered into as of March 25, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and CareScape, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Peoria, Arizona (“Peoria”) entered into Contract No. ACON27016, dated August 1, 2016, as amended by Amendment No. One, dated August 25, 2016, Amendment No. Two, dated July 27, 2017, and Amendment No. Three, dated June 11, 2018 (collectively, the “Peoria Contract”), for the Contractor to provide landscape maintenance services.

B. The City and the Contractor entered into Cooperative Purchasing Agreement No. 14526C, dated May 4, 2017 (the “Agreement”), based upon the Peoria Contract, for the Contractor to provide the City with landscaping maintenance services (the “Services”).

C. The Initial Agreement was amended on October 11, 2017, to extend the term of the Agreement and amend the compensation provision (the “First Amendment”), on January 2, 2018, to add Civic Center area landscaping services and Friendship Park pest control services (the “Second Amendment”), on April 2, 2018, to add additional City-wide landscaping maintenance and pest control services (the “Third Amendment”) and on August 13, 2018, to add additional City-wide Services and extend the term of the Agreement (the “Fourth Amendment”). The Initial Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are collectively referred to herein as the “Agreement.” All capitalized terms not otherwise defined in this Fifth Amendment have the same meanings as contained in the Agreement.

D. The City has determined that extra work and City-wide Services by the Contractor are necessary for two additional fiscal years (the “Additional Services”).

E. The City and the Contractor desire to enter into this Fifth Amendment to (i) modify the Scope of Work to include the Additional Services and (ii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 Contractor hereby agree as follows:

1. Scope of Work. Contractor shall provide the Additional Services as set forth in the Proposals attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The City shall increase the compensation to Contractor by \$1,542,522.00 for the Additional Services at the rates set forth in the Peoria Contract, and as more particularly set forth in the Proposals, as follows:

A. For the Third Renewal Term (if any), the City shall pay an annual amount not to exceed \$757,812.60.

B. For the Fourth Renewal Term (if any), the City shall pay an annual amount not to exceed \$784,709.40.

If renewed as set forth above, the aggregate not-to-exceed compensation shall be increased from \$1,114,693.00 to \$2,657,215.00.

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

CARESCAPE, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of CARESCAPE, INC., an Arizona
corporation, whose identity was proven to me on the basis of satisfactory evidence to be the
person who he/she claims to be, and acknowledged that he/she signed the above document on
behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIFTH AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARESCAPE, INC.

[Proposals]

See following pages.



CARESCAPE[®]
We care. It's our nature.[®]

City of Avondale

January 29, 2019

PREPARED FOR:

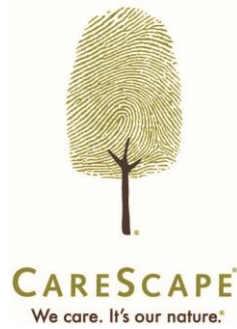
Kirk Haines
Director - Parks, Recreation, & Libraries
City of Avondale

CareScape, Inc.

Landscape Maintenance • Tree Management • Landscape Construction
Irrigation Management • Weed Control

623.583.8700 • www.carescape.com

ROC 193649 • ROC 168268



Landscape Maintenance Proposal

Re: 2019/2020 Landscape Maintenance Cost for Citywide Facilities

Terms of Payment:

• Civic Center Campus	\$9,152.85 per month
• Sam Garcia Library and Sernas Plaza	\$525.00 per month
• American Sports Center	\$3,118.50 per month
• Avondale Community Center	\$525.00 per month
• Police and Fire Station 171	\$423.15 per month
• Fire Station 172	\$945.00 per month
• Fire Station 173	\$892.50 per month
• Fire Station 174	\$892.50 per month
• Old City Hall	\$210.00 per month
• Avondale Transit Center	\$2,152.50 per month
• Care1st Avondale Resource Center	\$840.00 per month
• Municipal Operations and Service Center	\$892.50 per month
• Turf Fertilization (3 applications)	\$196.35 per month

Total = \$20,765.85 per month

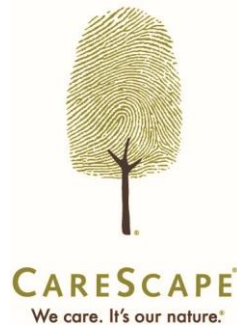
Price includes: pre and post emergent in DG and turf, fertilization.

Note: Winter rye installation will cost \$0.03 per square foot (\$2,412.00 for Civic Center Campus). Power washing will cost \$75.00 per hour.

Additional Services Billed on Time and Materials:

Tree Trimming for facilities listed above and Citywide Parks are estimated to be \$75,000 annually including storm damage.

Plant/tree replacements, granite topdressing, erosion repairs estimated at \$35,000 annually.



Landscape Maintenance Proposal

Re: 2020/2021 Landscape Maintenance Cost for Citywide Facilities

Terms of Payment:

• Civic Center Campus	\$9,610.49 per month
• Sam Garcia Library and Sernas Plaza	\$551.25 per month
• American Sports Center	\$3,274.43 per month
• Avondale Community Center	\$551.25 per month
• Police and Fire Station 171	\$441.31 per month
• Fire Station 172	\$992.25 per month
• Fire Station 173	\$937.13 per month
• Fire Station 174	\$937.13 per month
• Old City Hall	\$220.50 per month
• Avondale Transit Center	\$2,260.13 per month
• Care1st Avondale Resource Center	\$882.00 per month
• Municipal Operations and Service Center	\$937.13 per month
• Turf Fertilization (3 applications)	\$206.17 per month

Total = \$21,801.17 per month

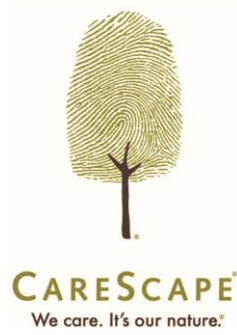
Price includes: pre and post emergent in DG and turf, fertilization.

Note: Winter rye installation will cost \$0.03 per square foot (\$2,412.00 for Civic Center Campus. Power washing will cost \$75.00 per hour.

Additional Services Billed on Time and Materials:

Tree Trimming for facilities listed above and Citywide parks are estimated to be \$75,000 annually including storm damage.

Plant/tree replacements, granite topdressing, erosion repairs estimated at \$35,000 annually.

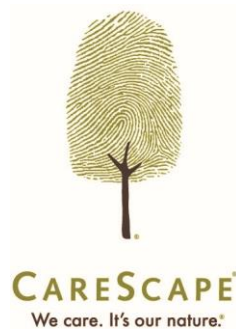


2019/2020 Avondale Crystal Gardens Landscape Maintenance Proposal

Terms of Payment: **\$9,530.85** per month; **\$114,370.20** annually

Price includes: pre and post emergent in DG, post emergent in turf; fertilization, weekly raking of walking path, emptying trash can receptacles and removing litter/debris twice weekly.

Note: Irrigation repairs will be performed on a time and material basis.



2020/2021 Avondale Crystal Gardens Landscape Maintenance Proposal

Terms of Payment: \$10,007.39 per month; \$120,088.68 annually

***Price includes: pre and post emergent in DG, post emergent in turf;
fertilization, weekly raking of walking path, emptying trash can
receptacles and removing litter/debris twice weekly.***

***Note: Irrigation repairs will be performed on a time and material
basis.***

The Services included are as follows:

Bushes, Trees and Shrubs

- A) Selective zone pruning of all bushes and trees on a quarterly basis as necessary to keep them in their **natural** growth pattern.
- B) Height requirements for pedestrian and vehicular pruning will be under (10) feet. Pruning or crown reduction above (10) feet will be an additional charge.
- C) All trees and bushes will be fertilized with a time-release granular fertilizer in amounts considered adequate to maintain proper growth and health **at no additional charge.**
- D) Plants with special problems will be treated in an attempt to restore them to their proper condition, i.e. deep feeding, alka liche, injectors, etc. at an additional cost.
- E) Plants that perish will be replaced twice annually at these rates: 1 gallon \$12.50, 5 gallon - \$27.50, 15 gallon - \$115.00-\$165.00, 24" box - \$285.00-\$315.00, 36" box - \$850.00-\$1,050.00.

Care of Seasonal Bedding Areas

- A) Seasonal Bedding areas will be kept clean and free of debris on service day.
- B) If seasonal bedding plants are requested, labor and plants will cost **\$47.50 per flat installed.**
- C) Bedding areas will be fertilized on an as needed basis at no charge.

Turf Areas

- A) All turf will be mowed, trimmed and edged to height recommended for its type and the season.
- B) Trim around sidewalks, curbing and other required areas weekly.
- C) Fertilize grass every 60-90 days as needed > **Included**
Oct-Nov, After Overseed: 21 - 7 - 14
Jan-Feb: 34 - 0 - 0
April-May: 16 - 4 - 4 +3% iron
July-August: 16 - 4 - 4 +3% iron

Turf Areas-Continued

- D) Additional chemicals or pesticides used to treat special problems, i.e., absorption problems, pesticide problems, PH Control of turf areas, etc., will be an added charge.
- E) Winter lawn installation
1. Turf renovation will occur October and early April depending on weather.
 2. Thatching will be done as needed at **an additional charge**.
 3. Winter grass seed will be applied at 12 to 15 pounds per 1000 square feet and **will cost \$0.03 per square foot (based on 2018 seed costs and may vary)**.
 4. Regular maintenance on the day of winter lawn installation will not be done because of the labor and expense of scalping.
- F) Weed control in turf will be at **an additional charge** if weed infestation is deemed greater than normal.

Staking of Trees / Storm Clean-up

- A) All staked and/or guyed trees will be checked monthly, approximately the first week of each month. There will be an additional charge for materials only if guys or stakes need to be replaced.
- B) General clean-up, clean-up of storm drains and ditches, additional staking or guying of trees other than monthly maintenance (storm damage, vandalism etc.) will require an extra charge for materials and labor. Labor will be billed as follows:
- | | |
|----------------|------------------|
| Foreman: | \$38.50 per hour |
| General Labor: | \$28.50 per hour |
- C) Stakes will be removed from trees as soon as they develop adequate trunk taper for normal support.
- D) Any tree that requires continued support beyond staking will be guyed. Guying will be billed as a time and materials charge.
- E) Hazard trees will be removed and replaced with trees priced on "Bushes Trees and Shrubs" clause E).

Sprinkler Control

- A) All irrigation repairs made necessary by contractor operation or contractor personnel will be performed by the contractor at no cost to the customer.
- B) All irrigation valves, timing devices, lines and heads will be checked once each month to determine their operational status.
- C) All irrigation head will be cleared of minor debris, and their flows adjusted to provide proper coverage for each specific need to all landscape.
- D) Irrigation timers will be set and programmed for seasonal watering requirements.
- E) All irrigation repairs made necessary by vandalism, age of equipment, acts of nature, or other circumstances beyond the control of the contractor will be performed by the contractor. Such repairs will be billed to the customer at the stipulated hourly rate, plus parts and applicable taxes.
- F) Special problems requiring a service call by CareScape, Inc. on any day other than the day of service will require a time and materials charge of:

Hourly rates:

6:00am to 5:00pm M-S	\$46.00 per hour
5:00pm to 6:00am	\$60.00 per hour
Sundays & Holidays	\$80.00 per hour

Service Call rates include 15 minutes of on-site labor

Granite and River Rock Retention Areas

Granite and retention areas will be raked and cared for as necessary. Weed control will be attended to in these areas on an as needed basis. Use of pre and post emergent will be used to prevent weed germination and growth at **no additional charge**. Pre-emergent will be applied at renewal date for new development project.

Cleaning of Walkways

All areas will be inspected on service day and cleared of debris as needed.

Debris Removal

All brush and tree trimmings, etc. created during normal maintenance procedures will be removed promptly from the property by CareScape, Inc.

Equipment

CareScape will provide and maintain all equipment necessary to complete all referenced tasks listed in this proposal.

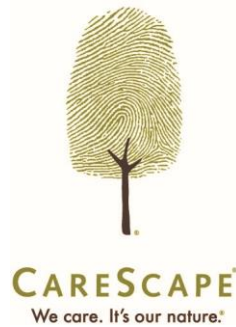
Safety

CareScape, Inc. maintains a comprehensive safety program that is designed to prevent mishaps involving facilities and equipment. All CareScape, Inc. employees will wear uniforms displaying CareScape and their individual names, eye protection when needed, and reflective vest to be identified.

All CareScape, Inc. vehicles are equipped with warning light beacons on top of each vehicle and reverse alerts.

Notes

CareScape, Inc. will not be responsible for the replacement or repair of property or irrigation equipment damaged by acts of nature, acts of third party civil disturbances or vandalism.



2019/2020 Avondale Parks Mowing Proposal

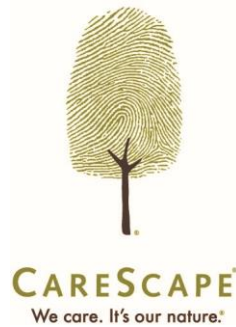
Park Locations:

- **Campbell**
- **DeConcini**
- **Dessie Lorenz**
- **Doc Rhodes**
- **Donnie Hale**
- **Dysart**
- **Festival**
- **Friendship**
- **Las Ligas**
- **Mountain View**

Terms of Payment: **\$12,890.85** per month; **\$154,690.20** annually

Price includes: mowing, line trimming, and edging of all turf areas.

Note: Mowing will occur monthly or as needed during dormant season for all parks/areas that haven't been over seeded.



2020/2021 Avondale Parks Mowing Proposal

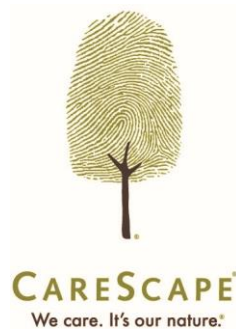
Park Locations:

- **Campbell**
- **DeConcini**
- **Dessie Lorenz**
- **Doc Rhodes**
- **Donnie Hale**
- **Dysart**
- **Festival**
- **Friendship**
- **Las Ligas**
- **Mountain View**

Terms of Payment: **\$13,535.39** per month; **\$162,424.68** annually

Price includes: mowing, line trimming, and edging of all turf areas.

Note: Mowing will occur monthly or as needed during dormant season for all parks/areas that haven't been over seeded.

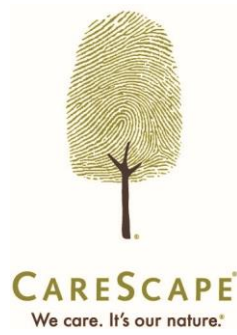


2019/2020 Avondale Parks Pest Abatement Proposal

Terms of Payment: **\$1,700.00 per month; \$20,400.00 annually**

Price includes: monthly treatments at Friendship Park and Festival Fields Park.

Note: \$400.00 per month included in price for treatment at eight other city parks.



2020/2021 Avondale Parks Pest Abatement Proposal

Terms of Payment: **\$1,785.00 per month; \$21,420.00 annually**

Price includes: monthly treatments at Friendship Park and Festival Fields Park.

Note: \$400.00 per month included in price for treatment at eight other city parks.



CARESCAPE®

We care. It's our nature.®

City of Avondale

February 28, 2019

PREPARED FOR:

Kirk Haines

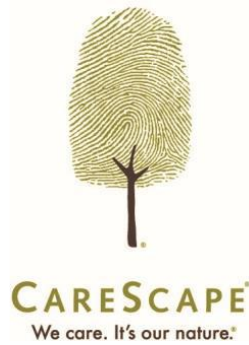
**Director - Parks, Recreation, & Libraries
City of Avondale**

CareScape, Inc.

**Landscape Maintenance • Tree Management • Landscape Construction
Irrigation Management • Weed Control**

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ROC 193649 • ROC 168268



Extra Work Proposal

Re: Projected Extra work Cost 2019-2021 Fiscal Years

Tree Replacement

- | | |
|--------------------------------|--------------------|
| • 15 Gal Trees - \$195 each | \$5,000.00 |
| • 24" Box Trees - \$335 each | \$20,000.00 |
| • 36" Box Trees - \$1,380 each | \$14,000.00 |
| • 48" Box Trees - \$3,995 each | \$20,000.00 |

Plant Replacement

- | | |
|---------------------------------------|--------------------|
| • 1 gal Plant- \$12.50 each | \$1,500.00 |
| • 5 gal Plant- \$29.50 each | \$15,000.00 |
| • 15 gal Plant - \$165 each | \$8,500.00 |
| • 5 gal Premium Plant- \$62.50 each | \$2,500.00 |
| • 15 gal Premium Plant- \$250.00 each | \$2,500.00 |
| • Annuals - \$50.00 per flat | \$9,500.00 |

Irrigation

- | | |
|-------------------|--------------------|
| • Irrigation Work | \$35,000.00 |
|-------------------|--------------------|

Granite Replenishment

- | | |
|-----------|--------------------|
| • Granite | \$80,000.00 |
|-----------|--------------------|

Total = \$213,500.00



CITY COUNCIL REPORT

SUBJECT: Memorandum of Understanding with Arizona's Children Association

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police, (623) 333-7207

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the Memorandum of Understanding with Arizona's Children Association to assign a trauma therapist to the Southwest Family Advocacy Center at no direct cost to the City of Avondale, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

Arizona's Children Association is a non-profit organization committed to being a primary source and leading provider of mental health services in the areas of child sexual abuse and neglect. The staff has determined that it is necessary for the Southwest Family Advocacy Center to maintain the availability of Arizona Children Association therapy services for victims of sexual abuse or sexual assault. Staff desires that such services shall address the needs of current and future Southwest Family Advocacy Center abuse victims.

DISCUSSION:

Staff is requesting that the City Council approve the Memorandum of Understanding with Arizona's Children Association. Arizona Children Association will provide one full-time Master's level trauma therapist who will provide weekly counseling services at no cost to the City or the victims served at the Southwest Family Advocacy Center. The Southwest Family Advocacy Center and Arizona's Children Association wish to enter into this Memorandum of Understanding to provide trauma therapy services to Southwest Family Advocacy Center clients who are victims abuse. The Memorandum of Understanding is in effect for twelve months upon Council approval, and terminating on March 24, 2020, with up to four one-year renewal terms.

BUDGET IMPACT:

Funding for a full-time Masters level therapist will be provided by Arizona's Children Association through a Victims of Crime Act Grant (VOCA), and there are no financial obligations to the City of Avondale or victims of abuse.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding with Arizona's Children Association to assign a trauma therapist to the Southwest Family Advocacy Center at no direct cost to the City of Avondale.



CITY COUNCIL REPORT

SUBJECT: Resolution 3529-319 - Authorizing Banking & Investing Authority

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance & Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3529-319 authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorize the Mayor and City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

With recent changes to City officials/staff, updates to City assigned authorizations are needed. Furthermore, banking and investing authorizations have been consolidated into a single resolution to make updating said authorizations more efficient.

DISCUSSION:

When there are changes in certain city officials and city staff, City Council should authorize replacements to, execute and endorse checks and other items for and on behalf of the City, authorize certain electronic payments and transfers of funds as necessary, and open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts. These actions help to ensure compliance with the City Charter, Article IV, Section 3, and the effective and efficient administration of the City's finances and related operations.

BUDGET IMPACT:

Adoption of this resolution does not have a budgetary impact.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping

accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorize the Mayor and City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 3529-319

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE MAYOR, THE CITY MANAGER, THE ASSISTANT CITY MANAGER, AND THE FINANCE AND BUDGET DIRECTOR TO EXECUTE CHECKS AND OTHER ITEMS FOR AND ON BEHALF OF THE CITY OF AVONDALE; AUTHORIZING THE CITY MANAGER, THE ASSISTANT CITY MANAGER, AND THE FINANCE AND BUDGET DIRECTOR TO AUTHORIZE CERTAIN ELECTRONIC PAYMENTS AND TRANSFERS OF FUNDS; AUTHORIZING THE CITY MANAGER, THE ASSISTANT CITY MANAGER, AND THE FINANCE AND BUDGET DIRECTOR TO OPEN INVESTMENT AND SAFEKEEPING ACCOUNTS, INVEST CITY FUNDS, AND EXECUTE CONTRACTS, AGREEMENTS OR TRANSACTIONS IN CONNECTION WITH SUCH INVESTMENT ACCOUNTS; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary that officers of the City of Avondale (the “City”) be duly authorized to execute checks, electronic payments, transfers and other items relating to certain bank accounts of the City; and

WHEREAS, by Resolution 3508-1218, adopted December 17, 2018, the Council of the City of Avondale (the “City Council”) authorized the Mayor, the Vice Mayor, the City Manager, the Assistant City Manager, the Finance and Budget Director, and the City Clerk to execute and endorse checks on behalf of the City; and

WHEREAS, it is necessary that officers of the City be duly authorized to open investment and safekeeping accounts, invest City funds, and execute contracts, agreements or transactions in connection with such investment accounts; and

WHEREAS, by Resolution 3209-714, adopted July 21, 2014, the City Council authorized the Finance and Budget Director, the Assistant Finance and Budget Director, and the Controller to open a safekeeping account, invest City funds in securities and execute contracts, agreements or transactions in connection with such investment accounts; and

WHEREAS, the City Council desires to repeal its prior authorization and to adopt this Resolution to reflect the current City officers.

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. Effective March 25, 2019, the Mayor of the City, Kenneth N. Weise, is hereby authorized to execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit.

SECTION 3. Effective March 25, 2019, the City Manager of the City, Charles A. Montoya, is hereby authorized to: (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit; (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City; (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council; (iv) to direct, orally, in writing, electronically, or through any other medium agreed to by said officer(s) and the financial institutions selected by the City to provide investment and safekeeping accounts (the "Institutions"), the opening of investment accounts and the investment of municipal funds in securities and/or time deposits with and/or through the Institutions through such accounts; (v) to execute, on behalf of the City, contracts or agreements in connection with such investment accounts in the usual form provided by the Institutions for such accounts generally; (vi) to receive in respect of said investment accounts, confirmations, receipts, notices, demands, reports, and communications of any kind; (vii) to receive in respect of said investment accounts, money, securities, time deposits, and property of every kind, and to dispose of same; (viii) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the City; and (ix) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Institutions, the debiting and/or crediting by the Institutions of the City's deposit account(s) at any other financial institution for the purpose of effecting such transaction.

SECTION 4. Effective March 25, 2019, the Assistant City Manager of the City, Regina Montes, is hereby authorized to: (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit; (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City; (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council; (iv) to direct, orally, in writing, electronically, or through any other medium agreed to by said officer(s) and the Institutions, the opening of investment accounts and the investment of municipal funds in securities and/or time deposits with and/or through the Institutions through such accounts; (v) to execute, on behalf of the City, contracts or agreements in connection with such investment accounts in the usual form provided by the Institutions for such accounts generally; (vi) to receive in respect of said investment accounts, confirmations, receipts, notices, demands, reports, and communications of any kind; (vii) to receive in respect of said investment accounts, money, securities, time deposits, and property of every kind, and to dispose of same; (viii) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the City; and (ix) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Institutions, the debiting and/or

crediting by the Institutions of the City's deposit account(s) at any other financial institution for the purpose of effecting such transaction.

SECTION 5. Effective March 25, 2019, the Finance and Budget Director of the City, Lindsey Duncan, is hereby authorized to: (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit; (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City; (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council; (iv) to direct, orally, in writing, electronically, or through any other medium agreed to by said officer(s) and the Institutions, the opening of investment accounts and the investment of municipal funds in securities and/or time deposits with and/or through the Institutions through such accounts; (v) to execute, on behalf of the City, contracts or agreements in connection with such investment accounts in the usual form provided by the Institutions for such accounts generally; (vi) to receive in respect of said investment accounts, confirmations, receipts, notices, demands, reports, and communications of any kind; (vii) to receive in respect of said investment accounts, money, securities, time deposits, and property of every kind, and to dispose of same; (viii) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the City; and (ix) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Institutions, the debiting and/or crediting by the Institutions of the City's deposit account(s) at any other financial institution for the purpose of effecting such transaction.

SECTION 6. This Resolution applies to all City bank and investment accounts held in any bank or other financial institution.

SECTION 7. Checks drawn upon the City accounts for amounts less than \$1,000.00 shall bear one signature of the Mayor, the City Manager, the Assistant City Manager or the Finance and Budget Director. Checks drawn upon said accounts for the amounts of \$1,000.00 or more shall bear: (i) one signature from the Mayor; and (ii) one signature from any of the following: the City Manager, the Assistant City Manager or the City Finance and Budget Director.

SECTION 8. The immediate operation of this Resolution is necessary for the preservation of the public peace and welfare by ensuring City operations continue uninterrupted. An emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after passage by the City Council; upon operation of this Resolution, Resolutions 3508-1218 and 3209-714 shall be repealed.

SECTION 9. 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.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED by the Council of the City of Avondale, March 25, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT: Public Hearing - Planned Area Development (PAD) Zoning Time Extension - Avondale Commerce Park (Application PL-19-0018)

MEETING DATE: 3/25/2019

TO: Mayor and Council

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

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will hold a public hearing to consider a request by Stephen C. Earl with Earl, Curley, and Lagarde, P.C., to approve a two-year PAD zoning time extension for Avondale Commerce Park located on approximately 80 acres at the northeast corner of 103rd Avenue and Van Buren Street. If the PAD time extension is not granted, the Council may revert the zoning of the property back to its original zoning classification of Agricultural (AG). The Council will take appropriate action.

BACKGROUND:

PARCEL SIZE: Approximately 80 acres

LOCATION: Northeast corner of 103rd Avenue and Van Buren Street

APPLICANT: Mr. Stephen C. Earl, Earl, Curley & Lagarde, P.C.

PROPERTY OWNERS:

101st & Roosevelt Partners, LLC

101st & Van Buren Partners, LLC

George H. Bell and Stephen J. Weiss, Managers, Valley Land Investors, LLC

The subject property, Avondale Commerce Park, is approximately 80 acres and currently undeveloped, Exhibit A. The land use designation on the General Plan Land Use Map is Business Park. The property is zoned Planned Area Development (PAD), Exhibit B, and is meant to accommodate the development of commerce/office park, support retail service for the project and area, warehousing and certain light industrial uses such as manufacturing, assembly, and subassembly uses which conforms with the General Plan. The PAD zoning has been extended several times as described below. The PAD zoning expires on April 1, 2019, necessitating the requested PAD time extension.

The Avondale Commerce Park property was annexed into the City on March 17, 1986 and zoned Agricultural (AG). On March 17, 2008, City Council approved a rezoning request to Planned Area Development (PAD)

through Ordinance 1294-308 in zoning case Z-07-7 (Exhibits E and F). On May 16, 2011, City Council granted a one-year time extension of the PAD zoning (case PL-11-0034) with a condition of approval that the development be subject to the Public Art Ordinance 1324-808. Previous conditions of approval remained in effect. City Council granted another one-year PAD time extension on April 2, 2012, and an additional one-year PAD time extension (case PL-12-0043) on September 9, 2013 (PL-13-0067). All previous conditions of approval remained in effect, Exhibit G, along with four additional conditions of approval as follows:

1. Right-of-way along Van Buren Street exceeding 65-foot of half-street shall be purchased by the City, up to an additional 35 feet, for the Van Buren Drainage/Recreation Corridor and alignment of the roadway.
2. 103rd Avenue shall align with the existing street north of Roosevelt Street and with the existing street south of Van Buren Street. Where the realigned 103rd Avenue approaching Roosevelt Street is abutted on both sides by the subject property, the property owner shall dedicate the east half-street right-of-way and the City shall purchase the west half-street right-of-way as well as the remnant property west of the realigned roadway; Refer to Exhibit I. Where the realigned 103rd Avenue approaching Van Buren Street is abutted on both sides by the subject property, the property owner shall dedicate the full-street right-of-way; Refer to Exhibit D of the PAD Development Plan.
3. A 12-inch waterline is required to be installed in 103rd Avenue and Pierce Street, per the General Engineering Manual.
4. The developer shall reimburse the City for its portion of the 16" waterline installed in Van Buren Street along the property frontage with the first phase of development and prior to the issuance of any permits related thereto.

On June 16, 2014, City Council granted a fourth one-year PAD time extension (case PL-14-0069), Exhibit H. All previously approved conditions of approval remained in effect. The one-year extension was to expire on April 17, 2015. This PAD time extension was the last of the four time extensions. On April 6, 2015, City Council approved a Zoning Ordinance amendment to Section 6, Planned Area Development (PAD) District, Subsection 603.D, Expiration (case PL-15-0051). The amendment was for the length of time PAD zonings are in effect and the number of time extensions. The length of PAD time extensions was increased from one year to two years. Applicants are limited to requesting a total of three, two-year extensions. Additionally, as a condition of the Zoning Ordinance amendment, the time condition for any previously approved PAD which had not expired prior to April 6, 2015 was reset by this approval.

In addition, the time condition applicable to any such PAD was calculated as if the original approval date was April 1, 2015, with expiration to occur April 1, 2019 if development has not commenced or an extension has not been requested.

At this time, the property's PAD zoning expires on April 1, 2019, and the applicant is requesting approval for a two-year time extension.

ANALYSIS:

The proposed PAD zoning time extension is in accordance with the Zoning Ordinance allowing consideration for a two-year time period. This would be the first of up to three two-year time periods that can be requested. The time extension does not change any aspect of the approved Avondale Commerce Park zoning for an employment development. The prior approvals included zoning conditions. The time extension does allow for zoning conditions to be included as appropriate. Staff is including the prior zoning conditions with updates to reflect current development requirements as well as one new condition related to a traffic signal.

The site's PAD zoning for an employment development is consistent with the General Plan 2030. However, the land use map adopted with General Plan 2030 changed the designation of this property from Employment to Business Park. Business Park is intended for "...large scale campus developments that provides abundant employment opportunities..." and that the land use accommodates light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related industry manufacturers, and limited warehouse and support services that support these primary employment uses." Some of the uses in the Avondale Commerce Park PAD that do not comply with

the Business Park land use include commerce, trade, and business schools (Permitted anywhere); Warehouse/Distribution (Permitted anywhere); Hospital and emergency care center (Permitted anywhere); Gas Service station with Retail Gasoline Sales, Convenience Store, and Carwash (Permitted on parcels C & D adjacent to Van Buren Street); General Retail with no single-user to exceed 20,000 square feet building size (Permitted on parcels C & D adjacent to Van Buren Street); Dancing, Theatrical or Music Studio (Permitted on parcels C & D adjacent to Van Buren Street); Churches, Synagogues, Places of Worship (Permitted anywhere with a Conditional Use Permit); Indoor recreation including baseball/batting cage, ice skating arena, bowling alleys, gymnasiums, gymnastic clubs, indoor swimming pools, and similar uses (Permitted anywhere with a Conditional Use Permit); Automobile engine repair, body repair, upholstery, painting facilities and similar uses (Permitted anywhere with a Conditional Use Permit); and, Mini-storage within enclosed building without exterior storage (Permitted anywhere with a Conditional Use Permit).

The Avondale Commerce Park PAD complies with the current development and design standards of the Freeway Corridor Specific Plan; the Zoning Ordinance for Commerce Park (CP), General Industrial (A-1), and Community Commercial (C-2) Zoning Districts; and, the Commercial/Industrial/Multi-Family Residential Design Manual. The PAD Development Plan and Program provides for greater maximum building heights of 56 feet, instead of 35 feet, and allows up to 84 feet of maximum building height in subareas A and B of the property if four criteria are met (Exhibit F, page 7). The criteria are consistent with the Freeway Corridor Specific Plan adopted in 2007. The PAD Development Plan and Program also contains specific architectural design requirements, which were adopted as a part of the PAD prior to adoption of the Commercial/Industrial/Multi-Family Residential Design Manual in 2008. The PAD requirements are compatible with the City's Design Manual.

Uses provided for in the PAD are compatible with CP, A-1, and C-2 Zoning Districts with the C-2 uses being located within approximately 600 feet of Van Buren Street.

The PAD provides for a minimum Master Site Plan size of 10 acres, and a minimum first phase site plan of 2.5 acres. Construction of offsite perimeter infrastructure would be determined at the time of Master Site Plan approval and would be appropriate for the size of development and roadway connections to existing public streets.

PAD Zoning Reversion

Section 603.D of the Zoning Ordinance requires that property zoned PAD begin construction within four (4) years of rezoning to PAD, unless granted a PAD time extension by City Council. A maximum of three, two-year extensions may be approved. The property was rezoned to PAD eleven years ago and since then four, one-year extensions and one four-year "reset" extension have been granted, this request is essentially a sixth time extension. At this time, Staff is working with a development team on a project for this parcel. The proposed project demonstrates conformance with the approved PAD development standards that are in place. The project consists of two, single-story industrial buildings totaling approximately 652,146 square feet.

If the PAD zoning extension is not granted, Section 603.D of the Zoning Code provides for the ability of City Council to revert the zoning to the previous zoning of Agriculture (AG). The required notifications to the applicant and property owners by Certified Letter have been complied with, per the Section 603.D of the Zoning Code.

All previously approved conditions of approval, as amended with this time extension request, will remain in effect for the PAD if this extension is granted.

DISCUSSION:

The requested PAD time extension for a two-year period furthers the desire for employment/business park

development on this property. There is a proposed development in review with the City for two light industrial buildings totaling over 652,000 square feet. The proposed project demonstrates conformance with the approved PAD development standards that are in place. Two of the four previously approved time extension conditions have been amended to address current development requirements. Conditions 3 and 5 have been modified as represented in the recommendation.

BUDGET IMPACT:

There is no budgetary impact to the City.

RECOMMENDATION:

Staff recommends that City Council APPROVE application PL-19-0018, a request for a PAD zoning time extension, subject to the following eight (8) conditions of approval:

1. Development shall be in substantial conformance with the development plan and narrative date stamped January 15, 2019.

2. Right-of-way shall be dedicated to the City as required by the current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:

- a. Van Buren Street – 65 feet half-street width
- b. Roosevelt Street – 50 feet half-street width
- c. 101st Avenue – 40 feet half-street width
- d. 103rd Avenue – 40 feet half-street width transitioning into 80 feet full-street width as determined by the ultimate street alignment
- e. Pierce Street – 80 feet full-street width

Additional requirements for improvements, traffic signals and right-of-way for deceleration lanes, turn lanes, transit stops, may be required during the site plan process depending upon the findings of the required traffic studies.

3. Developer shall grant a 20-foot wide easement along Van Buren Street to the City for the purpose of a multi-use path. Such easement shall not restrict direct vehicular access to/from Van Buren Street. The City shall be responsible for all maintenance of the easement area. Developer and the City will agree to the form of easement prior to approval of the PAD extension, at which time the property owner will agree to construct the multi-use path at the time of adjacent site development.

4. The total cost for the 16" water line installation is \$103,176.00 and is due upon the first phase of development and prior to any permits being issued.

5. 103rd Avenue shall align with the existing street north of Roosevelt Street and with the existing street south of Van Buren Street. Where the realigned 103rd Avenue approaching Roosevelt Street is abutted on both sides by the subject property, the property owner shall dedicate the east half-street right-of-way and the City shall purchase the west half-street right-of-way as well as the remnant property west of the realigned roadway.

6. A contribution of 25% of the cost of a traffic signal at 103rd Avenue and Van Buren Street shall be required with approval of the master Site Plan. Additional traffic signals may be required depending upon the findings of traffic studies and analysis, as determined by the City Engineer.

7. Development shall conform to the Design Manuals as adopted by the City and maintained by the Development and Engineering Services Department.

8. The PAD time extension shall be approved for a two (2) year period from the date of City Council approval expiring on March 25, 2021 subject to construction drawings submitted to the City by March 25, 2020.

PROPOSED MOTION: I move that City Council **APPROVE** application PL-19-0018, a request for a two-year extension of PAD zoning for Avondale Commerce Park to expire March 25, 2021 subject to construction drawing submitted to the City by March 25, 2020.

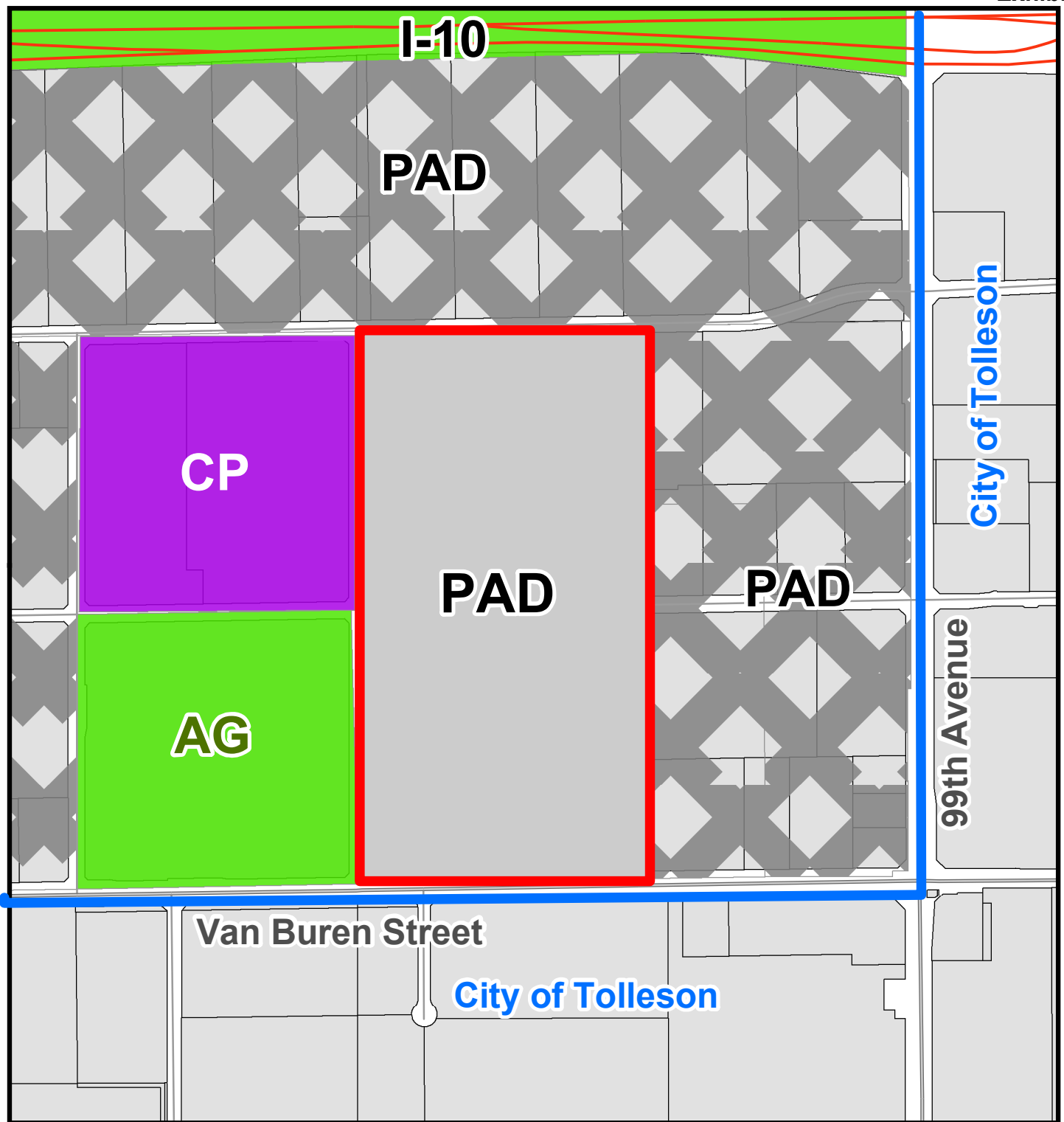


Aerial Photograph



 Subject Property





Zoning Vicinity Map



 Subject Property



SUMMARY OF RELATED FACTS
APPLICATION PL-19-0018 AVONDALE COMMERCE PARK PAD EXTENSION

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 80 acres
LOCATION	NEC 103 rd Avenue & Van Buren Street
PHYSICAL CHARACTERISTICS	Rectangular and relatively flat
EXISTING LAND USE	Vacant
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	Annexed 3/17/1986, Rezoned to PAD 3/17/2008, PAD Zoning Extensions 5/16/2011, 4/2/2012 & 9/9/2013
DEVELOPMENT AGREEMENT	No.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Planned Area Development (PAD) – Avondale Automall
EAST	Planned Area Development (PAD) – Interstate Commerce Center
SOUTH	City of Tolleson – warehouse/distribution
WEST	Commerce Park (CP) & Agriculture (AG) – Three Rivers & County Courts
<i>GENERAL PLAN</i>	
The subject property is designated as Business Park on the General Plan Land Use Map.	

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

<i>STREETS</i>	
Roosevelt Street	
Classification	Minor Collector
Existing half street ROW	0 feet
Standard half street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ median/turning lane, bike lane, curb and gutter, detached

	sidewalk, street lights
--	-------------------------

<i>STREETS</i>	
Van Buren Street	
Classification	Arterial
Existing half street ROW	38 feet
Required half street ROW	65 feet
Existing half street improvements	1 vehicular lanes, ½ median
Standard half street improvements	3 vehicular lanes, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
101st Avenue	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1 vehicular lane, ½ median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
103rd Avenue	
Classification	Minor Collector
Existing half street ROW	None
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	2 vehicular lanes, ½ landscaped median/turn lane, bike lane, curb and gutter, detached sidewalk, and street lights

<i>STREETS</i>	
Pierce Street	
Classification	Minor Collector
Existing full street ROW	None
Standard full street ROW	80 feet
Existing full street improvements	None
Standard full street improvements	1 vehicular lane, ½ median/turn lane, bike lanes, curb and gutter, detached sidewalks, and street lights

<i>UTILITIES</i>
There is an existing 12" water line in Roosevelt Street and 101st Avenue transiting across the frontages of the property. There are existing 10" sewer line in Roosevelt Street, an existing 12" in 101st Avenue, and a 15" in Van Buren Street transitioning across the frontages of the property.

ORDINANCE NO. 1294-308

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 80 ACRES LOCATED AT THE NORTHEAST CORNER OF 103RD AVENUE AND VAN BUREN STREET AS SHOWN IN FILENAME Z-07-7, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, February 21, 2008, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended approval; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on March 17, 2008.

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

SECTION 1. That $\pm$ 80 acres of real property, generally located at the northeast corner of 103rd Avenue and Van Buren Street, as shown in filename Z-07-7 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative Planning Division date stamped February 8, 2008.
2. Right-of-way shall be dedicated to the City as required by the then-current version of the City's adopted transportation plan. For reference purposes only, as of the date of this Ordinance, the required right-of-way dedications are as follows:
 - A. Van Buren Street - 65 feet half-street width
 - B. Roosevelt Street - 50 feet half-street width
 - C. 101st Avenue - 40 feet half-street width
 - D. 103rd Avenue - 40 feet half-street width transitioning into 80 feet full-street width as determined by the ultimate street alignment
 - E. Pierce Street - 80 feet full-street width

Additional requirements for improvements, traffic signals and rights-of-way for deceleration lanes, turn lanes, transit stops, may be required during the site plan process depending upon the findings of the required traffic studies.

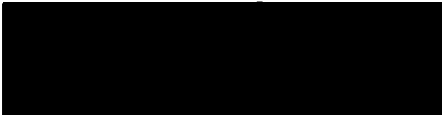
3. A contribution of 25% of the cost of a traffic signal at 103rd Avenue and Van Buren Street shall be required with approval of the Master Site Plan for the first phase. Additional traffic signals may be required depending upon the findings of traffic studies and analysis, as determined by the City Engineer.
4. A 16" waterline is planned to be constructed on Van Buren Street by the City as part of a capital improvement project. This development will be required to pay for the portion of the 16" waterline along its frontage with the first phase of development and prior to issuance of any permits related thereto.
5. As soon as possible following approval of this Ordinance by the City Council, the property owner shall dedicate a waterline easement along the entire frontage of Van Buren Street as required for installation of a 16" waterline, water quality station and meters. Said easement shall be located over the entire area of Van Buren Street the right-of-way set forth above.
6. All groundwater rights shall be dedicated to the City of Avondale in conformance with Arizona Statutes prior to issuance of the first Certificate of Occupancy.
7. Master Site Plans shall be a minimum of 10 acres. A minimum of twenty-five (25%) percent of each Master Site Plan shall be developed in the first phase.
8. Development shall conform to the Design Manuals as adopted by the City and maintained by the Development Services Department.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

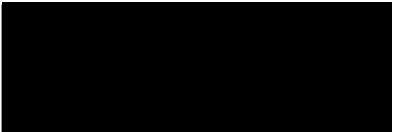
PASSED AND ADOPTED by the Council of the City of Avondale, March 17, 2008.


Marie Rogers Lopez, Mayor

ATTEST:



APPROVED:



Andrew J. McGuire, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 1294-308**

[Map and Legal Description]

See following pages.

Exhibit A

All that portion of the Northeast quarter of the Northwest quarter of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 1, marked by a ½ inch rebar and cap RLS 34404;

thence along the North line of the Northwest quarter of the Northwest quarter, South 87 degrees 55 minutes 47 seconds East, a distance of 1309.61 feet to a brass cap in hand hole marking the Northwest corner of the Northeast quarter of the Northwest quarter;

thence leaving said North line, South 00 degrees 14 minutes 07 seconds West, a distance of 65.00 feet to a point on the Southerly right-of-way line of McDowell Road as conveyed in Book 2328 of Deed, page 135, said point being the TRUE POINT OF BEGINNING;

thence along the South right-of-way line of McDowell Road, South 88 degrees 58 minutes 51 seconds East, a distance of 697.99 feet;

thence leaving said right-of-way, South 02 degrees 50 minutes 49 seconds West, a distance of 931.23 feet;

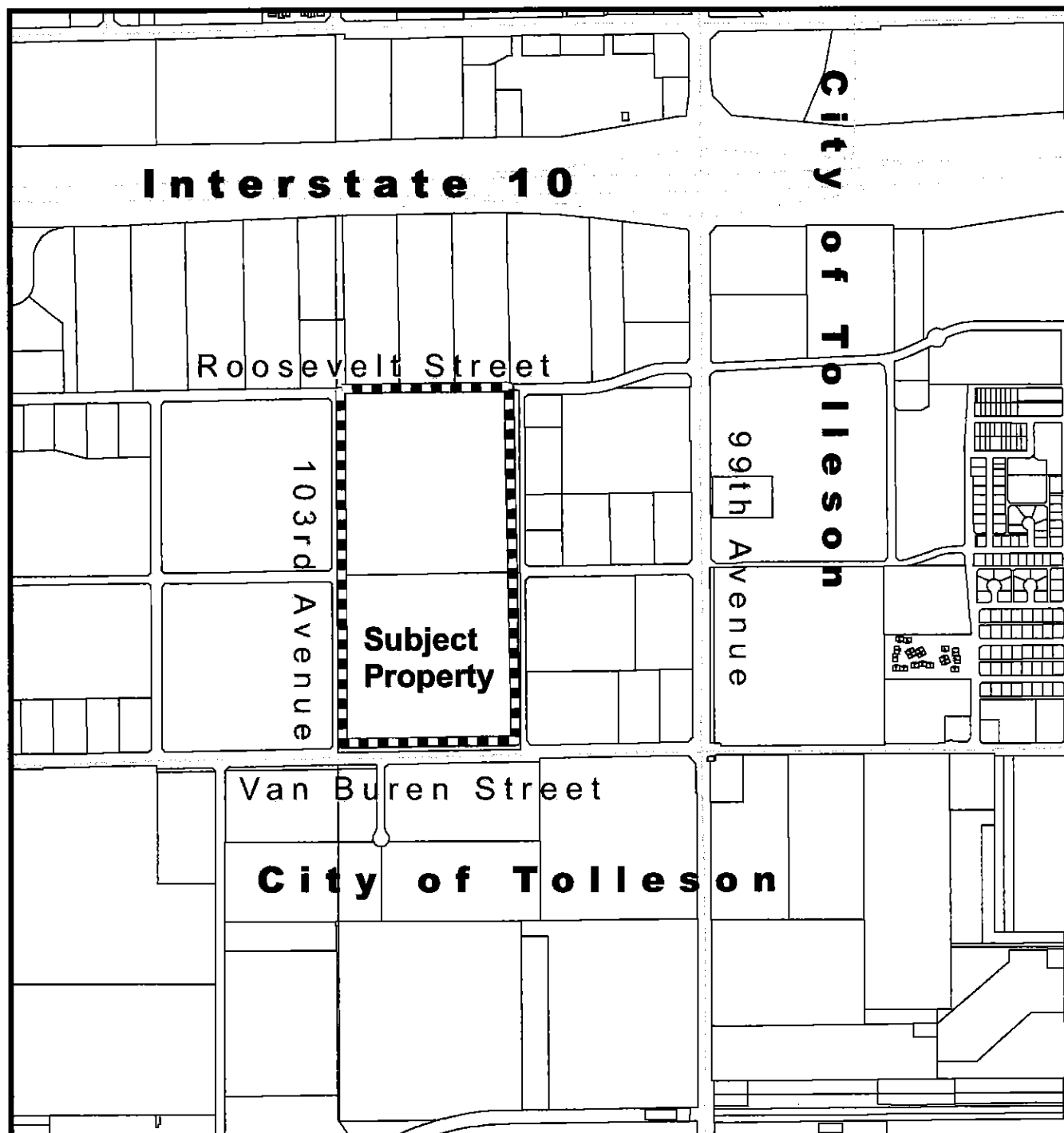
thence South 65 degrees 24 minutes 06 seconds West, a distance of 121.63 feet;

thence South 45 degrees 59 minutes 06 seconds West, a distance of 22.80 feet;

thence South 20 degrees 42 minutes 06 seconds West, a distance of 10.52 feet;

thence South 89 degrees 44 minutes 13 seconds West, a distance of 525.12 feet to a point on the West line of the Northeast quarter of the Northwest quarter;

thence along said West line, North 00 degrees 14 minutes 07 seconds East, a distance of 1021.22 feet to the TRUE POINT OF BEGINNING



Z-07-7
Avondale Commerce Park



Subject Property



A NARRATIVE REPORT FOR

Avondale Commerce Park **General Development Plan and Program**

80-acres

Located at the

Northwest corner of 101st Avenue and Van Buren Street

Developer

George Bell/Dr. Steve Weiss
Land Research & Development Inc/Sovereign
Group of Companies Inc.,
16611 North 91st Street
Suite 105
Scottsdale, Arizona 85260
Phone: (480) 538-5474/(480) 603-1099
Fax: (480) 538 5475/(480) 538-5475

Applicant

Michael J. Curley
Earl, Curley & Lagarde, P.C.
3101 N. Central Avenue
Suite 1000
Phoenix, Arizona 85012
Phone: (602) 265-0094
Fax: (602) 265-2195

Prepared for the
City of Avondale

Prepared by:

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Preparation date:

Revised January 31, 2008

January 9, 2008

October 8, 2007

June 25, 2007

August 18, 2006

CITY COUNCIL

☐ Approved
☐ Denied

☒ Approved with
Conditions

3-17-2008
Date



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General Development Plan Narrative

Introduction

The Planned Area Development (“PAD”) is an approximately 80-acre parcel that proposes a mixture of employment uses to create a commerce park development. The property is a rectangular shaped parcel located at the northwest corner of 101st Avenue and Van Buren Street (see Aerial Map, Exhibit A). The formal request to the City of Avondale is to rezone the site from Agriculture (AG) to PAD. In accordance with Section 6 of the Zoning Ordinance regarding the PAD Districts, this is a General Development Plan and Program (GDPP). The GDPP identifies the general development theme for the site including: allowed uses, development standards, design criteria, street cross sections, landscape theme, screen wall theme, and entry monument signage.

The site enjoys excellent regional access due to its geographic location to two freeways, Interstate-10 (I-10) and the Agua Fria Freeway (Loop 101). The site is approximately 900-feet south of the I-10 Freeway that connects Phoenix to Los Angeles. There are two I-10 freeway interchanges within one mile of the site. A full I-10 Freeway interchange is at 99th Avenue, and a half diamond interchange at 107th Avenue. The Loop 101 is approximately one and one-quarter miles east of the site and has a full stack interchange with I-10. The Loop 101 connects I-10 to Interstate-17 by passing through the northern suburbs of Glendale and Phoenix. The proximity of both I-10 and the Loop 101 greatly expands the site’s employment shed and market area in terms of available labor supply, access to major markets, and business linkages.

Consistency with the General Plan

The General Plan land use map identifies the entire site to be developed as Employment for Business Park and Industrial Uses (see General Plan Land Use Map, Exhibit B). The General Plan places great importance on the I-10 Freeway Corridor for employment, industrial and retail uses. The Plan indicates that the corridor along the I-10 Freeway is to be developed with more intense uses. The corridor is intended to allow flexibility by allowing different types of employment uses. Employment uses are defined as general-office; enclosed industrial along with retail and commercial uses that support the employment uses.

The Economic Development Element of the General Plan iterates that residents desire a community that offers employment opportunities. The City targeted a 0.5 jobs-to-population ratio to be achieved during the implementation of the General Plan. The proposed PAD rezoning on the subject property within the I-10 Freeway corridor will ultimately yield approximately 3,500 office, light manufacturing and service related jobs (80 acres x 43,560 sq. ft. x 0.40 lot coverage x 2.50 employees ÷ 1,000 sq. ft. per employee = 3,485). This PAD will help achieve the desired 0.5 jobs-to-population ratio identified in the General Plan, and will provide the intense employment development desired along the I-10 Freeway corridor. The proposed PAD is consistent with the adopted General Plan Land Use Map, and will compliment the adjacent

existing land uses including the Automall, UTI, Coyote Honda, Cummins and Warehouse/Distribution facilities.

Surrounding Land Uses and Zoning

The site fronts along Van Buren Street on the south and Roosevelt Street on the north, between the 103rd Avenue alignment and existing 101st Avenue. The site is located across Van Buren Street from the Tolleson city limits. The site is located in the middle of a rapidly developing employment / commercial area within the Cities of Avondale and Tolleson. The surrounding properties have the following land uses and zoning (see Existing Zoning, Exhibit C):

- North: Developing Automall with 14 dealerships. The Automall has full perimeter improvements. The automall is zoned PAD in Avondale.
- East: Light industrial, commercial and vacant land zoned PAD in Avondale.
- South: Warehousing/distribution employment uses zoned I-1 (Light Industrial) in Tolleson.
- West: The Three Rivers Commerce Park PAD which is currently vacant on the adjacent 80-acre parcel (see Context Plan, Exhibit C).

PAD Plan

The 80-acre PAD Plan includes four Parcels. Parcel A consist of 40-acres. Parcels B, C and D are approximately 40 acres in area. The Parcels can accommodate large to medium single-tenant or multi-tenant buildings (see Conceptual PAD Plan, Exhibit D). The Parcels have street frontage on all sides. All perimeter landscaping, entrances, and screen walls will follow a common design theme to create an integrated project.

The PAD Plan shows major streets and perimeter landscape improvements, but the exact building locations, architecture, parking fields, internal street circulation and other defining details are not shown because the final users of the PAD site are not yet known.

Each Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Each Final Site Plan within an approved Master Site Plan shall be reviewed and approved administratively by staff. The Master Site Plan shall include: right-of-way improvements, proposed driveway locations, internal circulation, general building footprints and parking, building elevations and building materials that establishes the architectural theme, master signage plan, site lighting and architectural lighting plan, preliminary water, sewer and drainage analysis, and a landscape plan for perimeter and internal landscaping areas for the entire phase. Master Site Plan submittal requirements shall be governed by the Site Plan application kept by the City of Avondale in effect at the time of application.

The architectural theme may vary from parcel to parcel. However, design guidelines are provided in this narrative to set parameters for architecture, building materials and colors to ensure compatibility for the entire project.

A Master Site Plan for particular phases or a major amendment to a Master Site Plan shall be reviewed by the Planning Commission and approved by the City Council. Major Amendment or modifications to the General Development Plan Program shall be in accordance with the Avondale Zoning Ordinance as amended. Minor amendments to a Master Site Plan shall be in accordance with the Avondale Zoning Ordinance as amended. All amendments deemed minor by the City shall be reviewed and approved by staff administratively upon finding that the amendment is in substantial conformance to the approved General Development Plan and Program.

Land Uses

The intent of this PAD zoning district is to accommodate the development of commerce/office park, support retail services for the project and area, warehousing and certain light industrial uses such as manufacturing, assembly and subassembly uses which operate in an enclosed, clean, quiet and safe manner to create a comprehensively planned and attractive development.

The proposed land uses for the PAD are listed below. The uses for the entire development are primarily derived from the permitted CP (Commerce Park) and A-1 (General Industrial) zoning districts with additional uses derived from the C-2 (General Commercial) zoning district permitted within Parcels C and D of the development. For areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the use list under "*Permitted Uses for the entire project*".

It is not the intent of this PAD to allow all types of C-2 (General Commercial) uses within Parcels C and D of the development. The intent is to address on a limited basis the needs of the surrounding area by providing goods and services generally described as convenience goods and services. The permitted uses within Parcel C and D are intended for smaller scale uses from restaurants, retail commercial, personal services, business services, and professional and administrative offices. Large retail such as big box or grocery stores are excluded.

Permitted Uses for the entire project

- 1) Offices for professional, administrative, clerical, financial, medical, sales or other business services with assembly, distribution of parts, supplies or products related to the office or business service.
- 2) Research Laboratories.

- 3) Medical, dental, scientific, research laboratories, including incidental product development.
- 4) Medical, dental offices, and clinics.
- 5) Pharmacy.
- 6) Commercial, trade, and business schools.
- 7) Restaurants within a multi-tenant building and not greater than 7,500 square feet in size.
- 8) Hotels and Motels with possible restaurant.
- 9) Wholesaling.
- 10) Manufacturing or assembly of finished products with distribution of parts, supplies or products related to the business so long as the primary use of the property does not include the basic processing and compounding of raw materials or food products.
- 11) Residential design center for new home construction and remodeling.
- 12) Plumbing, heating and air-conditioning, and appliance sales and service.
- 13) Retail commercial operations directly related to the primary use, provided it does not exceed 25 percent of the gross floor area of the primary use.
- 14) Incidental commercial custom cabinets, custom materials for homes or offices such as countertops/floors/ceilings/walls, custom windows or doors, custom or specialized electronics for home or office, and custom furniture for home or office.
- 15) Warehousing/distribution.
- 16) Hospital and emergency care center.
- 17) Cellular facilities ancillary to an allowed use screened from view from off-site.

Permitted Uses restricted to Parcels C and D (these uses are limited to Parcel D and Parcel C directly abutting Van Buren Street)

- 1) Bank and Financial Institutions including drive-thrus.
- 2) Gas Service station with Retail Gasoline Sales, Convenience Store, and Carwash.
- 3) Dry Cleaning and Laundry Establishment.

- 4) Employment Agencies excluding day labor centers.
- 5) Copy, Shipping Center.
- 6) General Retail with no single user to exceed 20,000 square feet in building size.
- 7) Restaurants without a drive-thru.
- 8) Dancing, Theatrical or Music Studio.

Uses Permitted Subject to a Conditional Use Permit for the entire project

- 1) Transmitting and Receiving Towers
- 2) Cellular Towers.
- 3) Daycare and nursery schools.
- 4) Comprehensive childcare facility.
- 5) Athletic clubs and health clubs.
- 6) Radio and television studios with receiving and transmitting facilities.
- 7) Churches, Synagogues, Places of Worship.
- 8) Indoor recreation including indoor baseball/batting cage, ice skating arena, bowling alleys, gymnasiums, gymnastic clubs, indoor swimming pools, and similar uses.
- 9) Automobile engine repair, body repair, upholstery, painting facilities and similar uses.
- 10) Mini-storage within enclosed building with no exterior storage.
- 11) Restaurants with drive-thru.

Prohibited Uses

- 1) Any use not specified herein shall be prohibited.

Circulation

The PAD Plan is designed to continue the perimeter and internal collector street system approved for the adjacent commerce park to the west. Existing public street access to the site exists from Van Buren Street, Roosevelt Street and 101st Avenue. Perimeter street improvements for each phase of the project include half-street improvements along Van Buren Street, Roosevelt Street, 101st Avenue, 103rd Avenue and full street improvements along Pierce Street. Where no street improvements presently exist, pavement will be required to be constructed 4' over the centerline. Pierce Street will continue from the commerce park to the west and allows future connection to 101st Avenue. The streets will provide easy local north-south and east-west access to the site and provide excellent access and marketing windows with high visibility to the planned employment users. The right-of-way for streets shall be dedicated through a final plat.

The need for other internal streets will be dependent on the location and layout of end users. Entry drive locations and pedestrian connections will also be identified during the site plan review process.

Landscape Plan

The landscaping will enhance the project and set the tone for a unified development. A Landscape Plan shall be submitted for review and approval in conjunction with each Phase's Final Development Plan.

At least 50% of all frontage landscaped areas shall be covered by living plant material characterized by horizontal growth which generally does not exceed 18 inches in height. The maintenance of the perimeter landscape areas will be the responsibility of the property owners as stated on the final plat.

The parking lot and screen walls for the project will undulate a minimum of three feet every 150 feet of wall length to create variety and depth along street frontages. The design, materials and colors of the screen walls will compliment the project architecture.

Each individual site's landscaping will reinforce the overall landscaping theme of the project. This will be accomplished through full landscaping of front and side yards including retention basins, foundation plantings and following the landscape palette provided in the PAD.

Development Standards

- The development standards from the Commerce Park (CP) Zoning District identified in the Zoning Ordinance shall apply to all Parcels except as modified by this PAD.

Property Development Standards

Parcel	Maximum Building Height *	Maximum Building Coverage	Minimum Front Yard Setback	Minimum Rear Yard Setback	Minimum Street Side Setbacks
A	56'4-Stories	50%	25'	12'	25'
B	56'4-Stories	50%	25'	12'	25'
C	56'4-Stories	50%	25'	12'	25'
D	56'4-Stories	50%	25'	12'	25'

- * Building Height – The Maximum Building Height for retail uses shall not exceed 35-feet or 2-stories. For all other uses, the Maximum Building Height shall not exceed 56-feet or 4-stories subject to meeting four of the following criteria:
 - The project supports the Boulevard streetscape concept and provides street and landscaping improvements which exceed the minimum requirements.
 - The project provides a mix of land uses which may, in addition to office, include retail, hotel, and entertainment uses.
 - The project exhibits extraordinary architectural design quality.
 - The project provides a daycare or preschool facility primarily for employees.
 - The project provides and incorporates public art into the site.
 - The project provides cultural amenities such as libraries, museums, art galleries either on or off-site.
 - The project is “pedestrian-friendly,” providing for ease of pedestrian movement, unique pedestrian environments, or distinctive pedestrian gathering places.
 - The project goes to extraordinary efforts to mitigate the impact of parking on the visual environment by use of structured or underground garages or exceptional landscaping treatment.
 - The project provides unique transit stops within or adjacent to the site.

An additional 2-stories or 28-feet, for a total maximum building height of 6-stories or 84-feet is allowed for all uses with the exception of retail provided the following additional criteria are met:

1. The additional height is needed to further the City’s strategic plan for economic development;
 2. Buildings will exhibit superior design features that are appropriate for a community landmark;
 3. The additional height will not result in incompatible land use relationships; and
 4. The additional height will not adversely affect the future development or ongoing vitality of the City Center Area along Avondale Boulevard.
- Landscaping in the PAD shall comply with the landscaping requirements identified in the Zoning Ordinance except as modified by this PAD. All development in the project shall comply with screening standards identified in the Zoning Ordinance except as modified by this PAD.

- The overall development shall provide enhanced landscaping in quality and quantity. The overall development shall provide shaded pedestrian oriented travelways and refuge areas, and shall provide enhanced development entryway.
- All development shall comply with the parking requirements, schedule and parking space standards identified in the Zoning Ordinance.
- Appropriate street dedications shall be dedicated at the time final plat approvals.
- Driveway entrances to lots along the frontage of Van Buren Street shall be shared with the adjacent lot when possible to limit the number of curb cuts along Van Buren Street. The lots with Van Buren Street frontage shall provide cross-access easements with adjacent lots. Lots throughout the project shall provide shared access with cross-access easements along all streets where feasible. The final locations of driveways and cross-access easements shall be determined in conjunction with Phase approvals.
- Exterior pole mounted lighting shall be consistent throughout the project area and comply with Zoning Ordinance requirements. The typical lighting will be established with the first Final Development Plan and be utilized throughout the project. The lighting shall be fully shielded, directed down, and have a maximum 1-foot candle at the property line.
- In the event where the text of the Zoning Ordinance and the PAD differ, the PAD shall prevail.

Design Criteria

The architectural theme shall be established for each phase through review and approval of the Final Development Plan. Building design, materials and colors approved in the Final Development Plan shall conform to the requirements provided herein by this PAD General Development Plan and by the Zoning Ordinance. The provisions of this section seek to create an attractive, high quality mixture of architectural styles with emphasis on a mixed-use office and commerce park appearance. The design of each building within the overall development will be compatible through the use of common materials and colors while creating a strong individual identity consistent with their individual use and purpose.

Architecture

Buildings within the PAD shall be consistent with the following architectural elements.

- For all buildings at least three of these elements shall repeat horizontally. Buildings with facades greater than 100 feet in length shall include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:
 - Color change. Recognizable, but not strongly contrasting.

- Texture change.
 - Material change.
 - Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
 - Wall plane projections or recesses.
- Variations in rooflines or parapets shall be used to reduce the scale of the buildings. Roof size, shape, material, color and slope shall be coordinated with the scale and theme of the building.
 - Service and exit doors shall be integrated into the architecture of the elevation. Service and exit doors and mechanical equipment shall be screened from public view through landscaping and/or other materials to form an opaque screen or a decorative screen wall which matches the building architecture and materials and color.
 - Reduction of building mass shall be achieved by using at least four of the following techniques:
 - Variation in the rooflines and form.
 - Use of ground level arcades and covered areas.
 - Use of protected and recessed entries.
 - Use of vertical elements on or in front of expansive blank walls.
 - Use of pronounced wall plane offsets and projections.
 - Use of focal points and vertical accents.
 - Inclusion of windows on elevations facing streets and pedestrian areas.
 - Retaining a clear distinction between roof, body and base of a building.
 - Roof lines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall PAD. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development.
 - All buildings shall have clearly defined customer entrances incorporating elements such as:
 - Canopies or porticos.
 - Overhangs.
 - Recesses/projections.
 - Arcades.
 - Raised corniced parapets over the door.
 - Peaked roof forms.
 - Arches.
 - Entrance framed by outdoor pedestrian features or enhanced landscaping.
 - Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.

- Service entries, site-mounted equipment, trash containers and other ancillary structures shall be screened from public view.
- All buildings shall be designed, constructed so that all four sides of a building shall receive consistent architectural treatment.
- Any accessory buildings, enclosures, carports, covered parking structures and equipment, whether attached or detached from the principal building shall be of similar compatible design and materials as the principal building.
- The design of service and loading areas shall be designed as an integral part of the building architecture.
- Any roof access ladders shall be located inside the building.
- All roof drainage shall be internal.

Building Materials

Buildings within the PAD shall be consistent with the following building materials.

- Primary building materials shall include: common clay brick; poured in place, tilt-up or pre-cast concrete provided that surfaces include scoring, texture or have a painted finish; textured concrete or panels; stucco or EIFS (exterior insulated finish systems) type systems provided that finishes must be smooth or sand finish; integrally colored painted or stained concrete block with smooth face and/or split-face block units; or other similar materials.
- All tilt or pre-cast concrete panels or smooth face block shall include methods for improving the design such as: additional color and texture, bays, windows, notched parapets, canopies, reveals, building wall undulation, corner windows, additional materials etc.
- Accent materials may include: granite, marble, natural stone, block, brick, ceramic tile, treated wood in conformance with the requirements of Prohibited Materials Section as listed under the Architectural Guidelines, or other similar materials.
- Roofs may be flat with parapet walls, sloped with concrete tile, standing metal seam, spanish or mission-type barrel roof tile, or equivalent architectural materials.

Color Palette

The following color palette is provided for the buildings within the project.

- A detailed color and materials palette will be reviewed and approved with each site plan.
- Colors and materials should be used to create visual harmony within the PAD. The approved colors are as follows:

- Primary building colors shall be desert hues and other “earth tones” muted shades of blues, greens and reds found in the natural desert, and colors appearing in natural stone.
- Accent colors on buildings shall complement the primary building colors and include combinations of desert hues, earth tones, muted shades of greens, reds and colors found in natural stone. Brighter colors such as orange, red, blue, green, yellow, purple and similar colors may be used as accents on buildings as approved in the site plan review process.

Prohibited Materials and Color Palette

The following materials are prohibited for the buildings within the project.

- Wood, except for limited amounts of trim.
- Corrugated metal and pre-engineered metal-sided buildings.
- Bright colors such as orange, red, blue, green, yellow, purple and similar colors, as a primary color on a building.

Signage

Signage for the PAD should be designed to enhance the identity of the overall development and the individual businesses within. A Master Sign Package shall be submitted for review and approval with the Final Development Plan for each Phase.

- Freestanding Monument Signs:
 - One (1) multi-tenant sign shall be permitted on each street frontage except as follows:
 - A. Two (2) signs shall be permitted on any street frontage with a length of eight hundred (800) feet or more. The minimum distance between signs on the same street shall be three-hundred thirty (330) feet.
 - The maximum height of the sign shall not exceed twelve (12) feet. Two (2) additional feet may be used for architectural embellishments exclusive of signage.
 - The maximum sign area shall be eighty (80) square feet.
 - The name and address of the office complex, business park, shopping center shall be included on the sign.
 - The number of tenants identified on each sign shall be limited to ten (10).
 - The monument signs shall be consistent with the architectural character of the project.

- Other freestanding development/project identification signs which only identify the name of the development/project shall be permitted and will be requested through the Master Sign Package approval. The maximum height of such signs will be six feet and maximum area of 24 square feet.
- Building Signage:
 - Signage shall be systematically located and styled to support the architectural design of the each site.
 - Single-tenant building signage:
 - One square foot of signage for each linear foot of street frontage up to a maximum 60 square feet of signage on each street frontage not to exceed an aggregate of 150 square feet of building signage shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Lettering shall be reverse pan channel letters with solid consistent color that compliments the building color.
 - Multi-tenant building signage:
 - One square foot of signage for each linear foot of the suites street frontage with a maximum of 32 square feet of signage per suite shall be allowed.
 - Sign placement shall occur below the edge of the roof.
 - Signs will be mounted above each respective suite, placed consistently along the building face, and located to conform to the requirements of the Master Signage Program.
 - Lettering shall be either reverse pan channel letters or mounted on individual signage cabinets conforming to the requirements of the Master Signage Program.

Grading and Drainage

The PAD site slopes from northeast to southwest. On-site retention basins will be designed and constructed as part of the development of each user as approved during the site plan review process. Any catch basins, scuppers, and permanent/temporary basins need to take run off for perimeter ½ street are to be constructed at the same time as the perimeter roads.

Public Utilities and Services

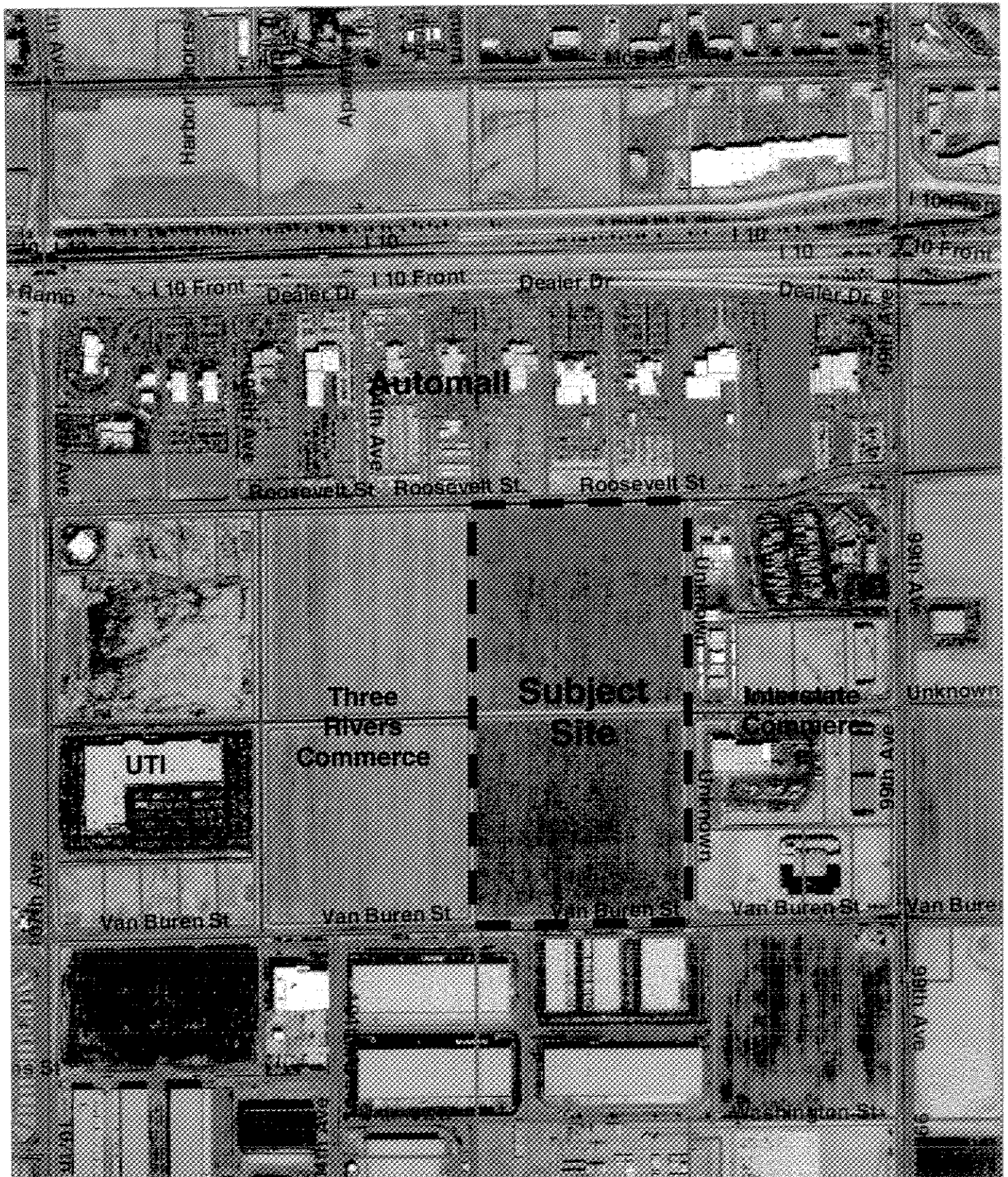
The following identifies the providers of utilities and public services:

Sewer	City of Avondale
Water.....	City of Avondale
Electricity.....	Salt River Project (SRP)
Telephone.....	Local Provider
Cable TV.....	Local Provider
Gas	Local Provider
Refuse	City of Avondale or Private
Fire and Emergency	City of Avondale
Police	City of Avondale

Phasing

The PAD will be developed in phases as determined by market demand. Adjacent perimeter streets including streets and landscaping will be determined at the time of Master Site Plan. Approval of a Master Site Plan for each phase shall be required prior to Final Site plan approval. Staff shall approve Final Site Plans administratively provided that they conform to the approved PAD and approved Master Site Plan. Water and Sewer improvements shall be determined at the time of site plan approval.

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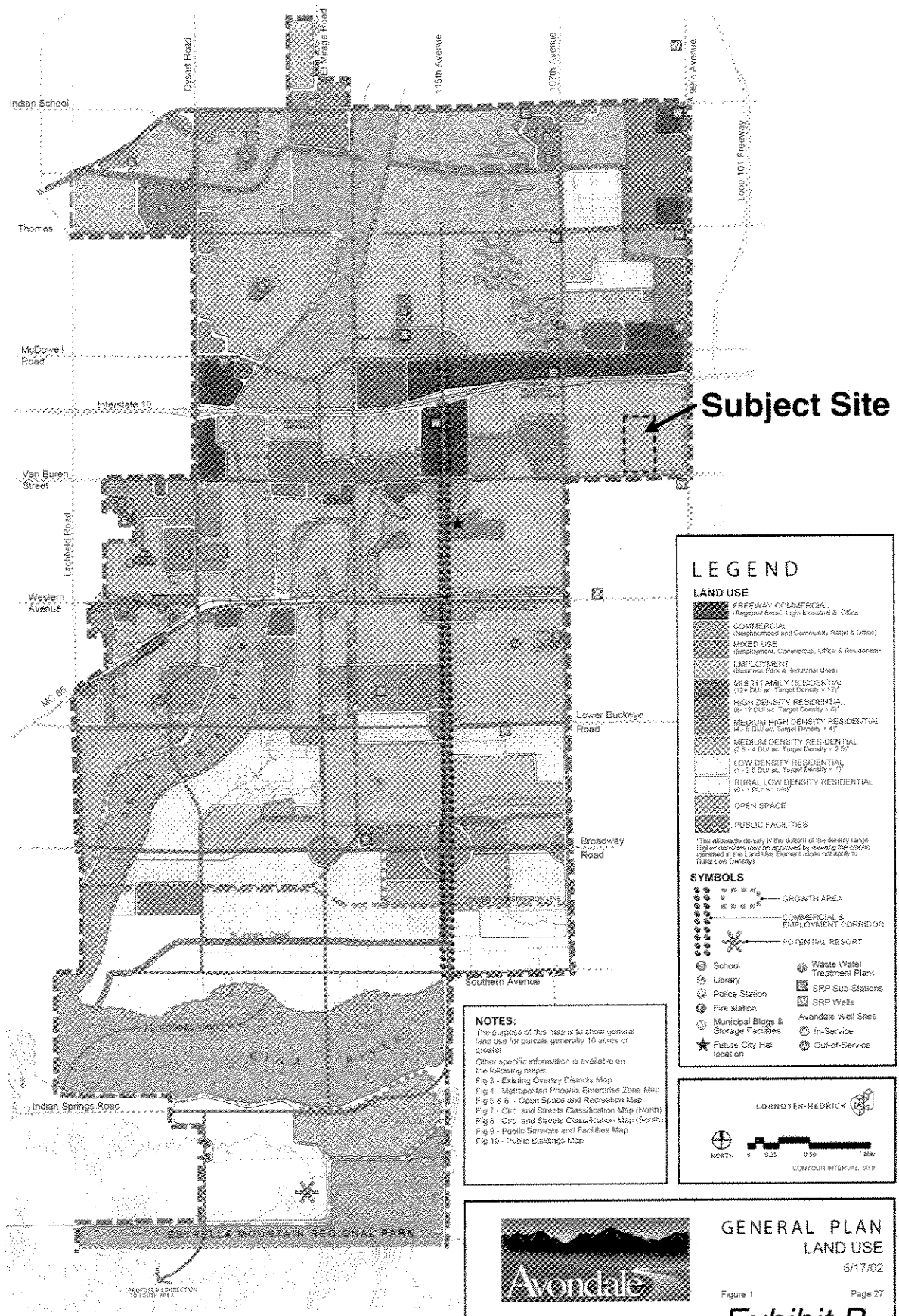
NORTH

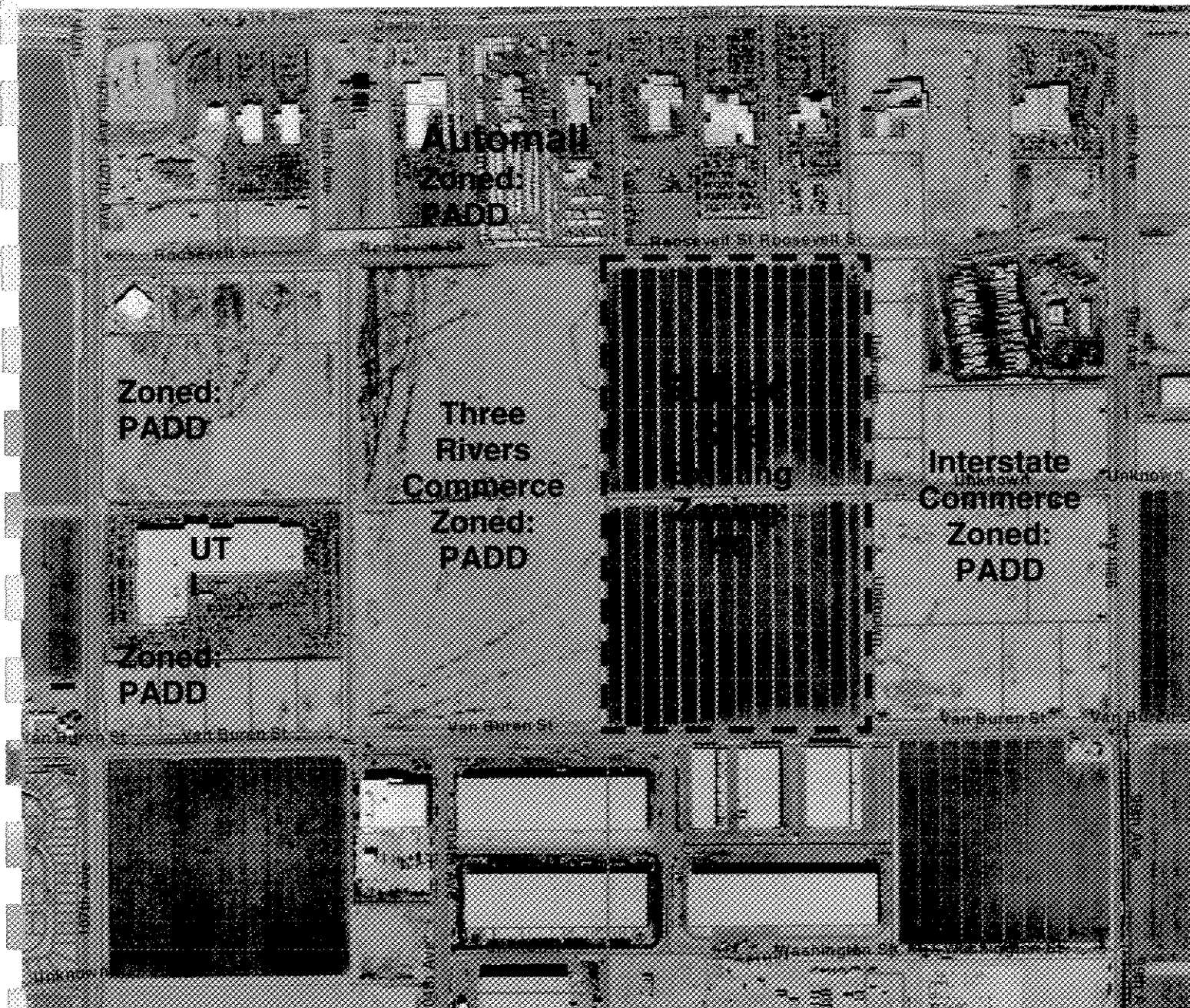
Avondale Commerce Park
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Aerial Photo

NWC 101st Avenue and Van Buren
Street

Exhibit A





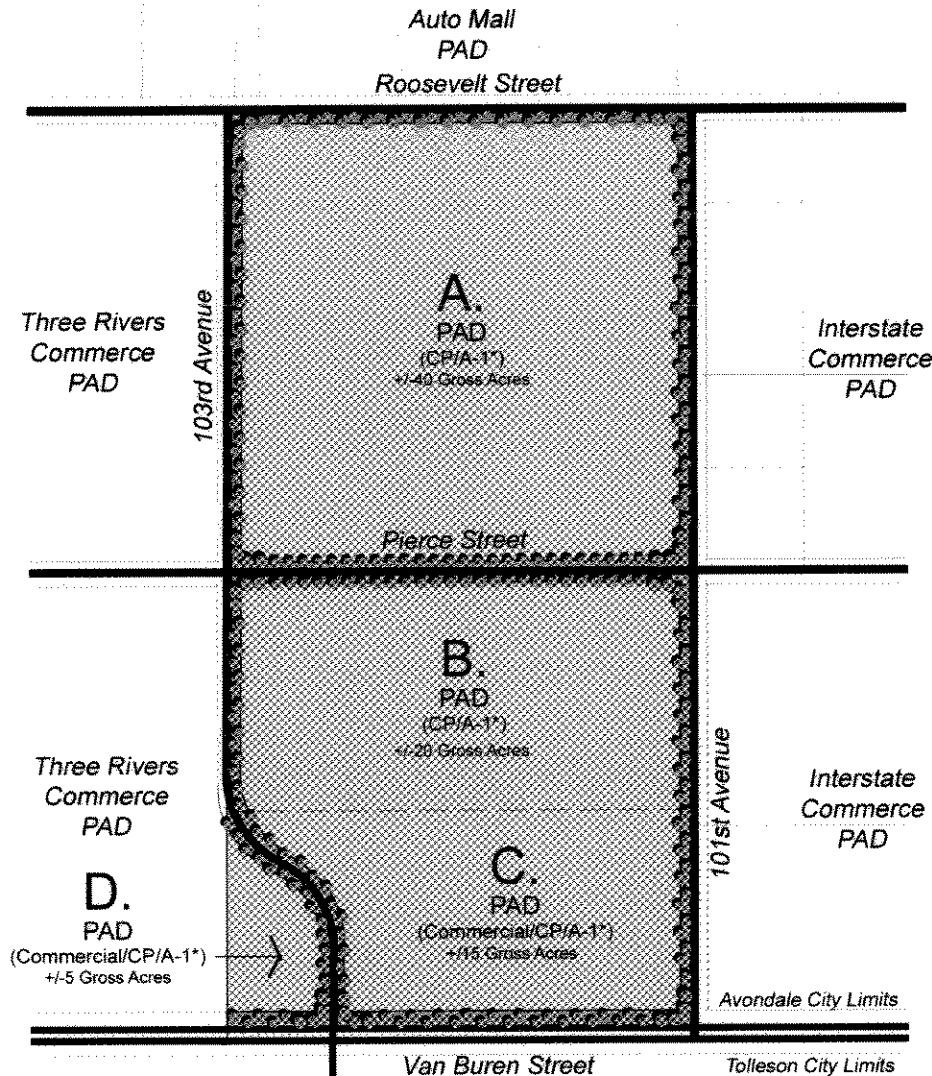
Existing Zoning

NWC 101st Avenue and Van Buren Street

Proposed PAD for:

Avondale Commerce Park

Avondale, Arizona



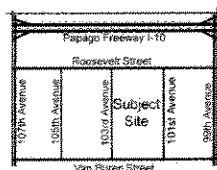
Conceptual Plan Data:

Parcel:	Land Use District:	Parcel Size:
A.	(CP/A-1*)	40 Gross Acres
B.	(CP/A-1*)	20 Gross Acres
C.	(C-2/CP/A-1*)	15 Gross Acres
D.	(C-2/CP/A-1*)	5 Gross Acres
Total:		80 Gross Acres

Notes:

- 1.* See Land Use Section of this Document for Specific Land Uses.
2. All Calculations are Approximate.
3. Gross Acres includes Existing Van Buren St. 33' R.O.W.
4. 103rd Avenue Alignment shown is Conceptual and Subject to Modification/Relocation.
5. Permitted uses for Parcel C are limited to buildings that are directly adjacent to Van Buren Street.
6. For Areas outside of Parcel D and Parcel C not abutting Van Buren Street shall use the Use List under "Permitted Uses for the Entire Project".

Vicinity Map:



Owner:
101st Avenue & Van Buren, L.L.C.
101st Avenue & Roosevelt, L.L.C.
5601 N. 51st Street, Suite 100
Scottsdale, AZ 85250
Phone: 480-440-3100
Applicant/Design Representative:
Earl Curley & Leggett, P.C.
2101 N. Central Avenue, Suite 1000
Phoenix, AZ 85004
Phone: 602-255-0094
Prepared By:
Drifting Sands Design, Inc.
P.O. Box 24981
Tempe, AZ 85285
Phone: 480-927-9306

Not to Scale
Date: February 7, 2008



Minutes of the Regular Meeting held September 9, 2013 at 7:00 p.m. in the Council Chambers.

MEMBERS PRESENT

Mayor Lopez Rogers and Council Members

Frank Scott, Vice Mayor
Jim Buster
Stephanie Karlin
Jim McDonald
Charles Vierhout
Ken Weise

ALSO PRESENT

Charlie McClendon, City Manager
Christopher Reams, Director of Parks, Recreation & Libraries
Eric Morgan, Development Services
Randal Westacott, Building Official
Andrew McGuire, City Attorney
Carmen Martinez, City Clerk

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

Carmen Martinez, City Clerk, read a statement of participation regarding public appearances.

2) UNSCHEDULED PUBLIC APPEARANCES

There were no unscheduled appearances.

3) CONSENT AGENDA

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

Mayor Lopez Rogers requested that Item 4(c) be considered separately.

a. APPROVAL OF MINUTES

1. Regular Meeting of August 5, 2013
2. Work Session of August 12, 2013
3. Regular Meeting of August 12, 2013

b. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES – AMERICAN LEGION

A request from Steve Whitting on behalf of the American Legion Post 61 located at 34 N Dysart Road for a temporary extension of premises of their series 14 Club Liquor License to be used in conjunction with NASCAR event from November 3 to November 10, 2013.

c. COOPERATIVE PURCHASING AGREEMENT – GAZDA DATA SOLUTIONS, INC.

A request to approve a Cooperative Purchasing Agreement with Gazda Data Solutions, Inc., under State of Arizona Contract No. ADSP012-033640 for communications cabling

systems materials and services in a maximum aggregate amount of \$75,000 over the term of the agreement.

d. FACILITIES EXTENSION AGREEMENT AND INGRESS/EGRESS AGREEMENT – SOUTHWEST GAS CORPORATION

A request to approve the Facilities Extension Agreement and the Ingress/Egress Agreement with Southwest Gas Corporation in the amount of \$53,142 to provide natural gas service to the City Center Phase III development.

e. RESOLUTION – 3136-913 GRANTEE AGREEMENT WITH THE STATE OF ARIZONA FOR TERRORISM LIAISON OFFICER OPERATIONS

A resolution authorizing the acceptance of a grant from the State of Arizona Department of Homeland Security in the amount of \$83,814 to purchase a Level A Terrorism Liaison Officer Vehicle for the Police Department.

f. ORDINANCE 1526-913 – UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY FOR PIR LIFT STATION

An ordinance granting Arizona Public Service a Utility Easement for the PIR Lift Station Site.

Council Member McDonald moved to accept the consent agenda as presented. Council Member Weise seconded.

ROLL CALL VOTE AS FOLLOWS:

Mayor Lopez Rogers	Aye
Vice Mayor Scott	Aye
Council Member Buster	Aye
Council Member Karlin	Aye
Council Member McDonald	Aye
Council Member Vierhout	Aye
Council Member Weise	Aye

Motion carried unanimously.

4) PUBLIC HEARING – ANNEXATION – ST. JOHN BOSCO OUTREACH CENTER

A public hearing regarding the proposed annexation of APN 500-64-002P owned by the St. John Vianney Roman Catholic Parish located at 12443 W. Illini Street also known as 3680 S. 125th Avenue.

Mayor Lopez Rogers opened the public hearing; there being no requests to speak, she closed the public hearing.

5) RESOLUTION 3131-913 – BURIAL RIGHTS ELIGIBILITY POLICY FOR GOODYEAR FARMS CEMETERY

A resolution establishing a new policy for internment practices at the Goodyear Farms Cemetery. Christopher Reams, Director of Parks, Recreation & Libraries, said the City of Avondale took over the cemetery from the SunCor Development Company in May of 2010,

along with a \$24,000 trust fund to assist with the grounds keeping expenses. The cemetery was originally developed for former workers of the Goodyear Farms Labor Camp. Today it is celebrated as a community landmark. Volunteers provide their time and efforts to help maintain the cemetery, and many local families have connections to it.

Mr. Reams said the City has used the "Busey Letter" as its policy to determine burial eligibility at the cemetery. The document, which was written in 1979, limits eligibility to then current employees with a minimum of five years seniority, retired employees, their spouses and dependent children less than 18 years of age at the time. The restrictions continue to apply even as empty plots go unused. About 60 plots have been set aside for eligible workers, but another 60 plots would go unused unless the policy is changed.

Since the City took over the cemetery, approximately three burial requests have been denied due to the restrictions. Staff recommends that the City expand the eligibility to allow family members of individuals currently interred in the cemetery to be buried in the unused plots. This new policy would have no effect on eligibility for existing members. The city only provides the burial plots to eligible persons, all other costs are borne by the families of the deceased.

Council Member Weise inquired whether all 60 eligible members plan to be buried in the cemetery. Mr. Reams explained that staff is making contact with eligible persons as opportunities arise. Mayor Lopez Rogers noted that family connections to the cemetery have largely relied on memory. People who wish to be buried with relatives should be granted that opportunity. Council Member Weise said he approves of the changes. Council Member Vierhout concurred.

Council Member McDonald said when the letter was originally written, the number of available plots probably seemed reasonable and indicated he is in favor of the changes.

Council Member Weise moved to approve resolution 3131-913, amending the burial rights eligibility for the Goodyear Farms Cemetery. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

Mayor Lopez Rogers	Aye
Vice Mayor Scott	Aye
Council Member Buster	Aye
Council Member Karlin	Aye
Council Member McDonald	Aye
Council Member Vierhout	Aye
Council Member Weise	Aye

Motion carried unanimously.

6) PUBLIC HEARING – ZONING EXTENSION FOR AVONDALE COMMERCE PARK PAD ZONING – ALTERNATIVELY ORDINANCE 1524-913

A public hearing and a request by Mr. Michael J. Curley of Earl, Curley, and Lagarde, P.C., for a one-year extension of PAD zoning for Avondale Commerce Park, located on

approximately 80 acres of land at the northeast corner of 103rd Avenue and Van Buren Street.

Eric Morgan, Development Services, said this would be the third extension of a maximum four possible. The PAD was originally created in 2008 and has received two previous extensions. The Zoning Ordinance provides that construction must begin within three years, unless an extension is granted. The uses that are allowed in the PAD are similar to Commerce Park and General Industrial, with provisions for some Community Commercial C-2 along Van Buren. The PAD deviates from the Zoning Ordinance in terms of building heights, allowing for up to 84 feet under special conditions. Architectural design requirements are slightly different since the Design Manual for Commercial Industrial was updated. The PAD provides for a minimum Master Site Plan size of 10 acres and a minimum first phase site plan of 2.5 acres.

Mr. Morgan said staff recommends approval with four conditions. The City would purchase any right-of-way over 65 feet on Van Buren, up to a total of 100 feet. The 103rd Avenue alignment as it approaches Pierce Street must align with the existing driveway for safety reasons. A 12-inch waterline is required at 103rd Avenue and Pierce. The developer must agree to reimburse the City for the 16-inch waterline installed in Van Buren Street. If the PAD zoning extension is not granted, City Council could consider an ordinance reverting the zoning of the property back to Agricultural.

Mayor Lopez Rogers opened the public hearing. There being no requests to speak, Mayor Rogers closed the public hearing.

Council Member Weise moved to approve resolution application PI-13-0067 for a one-year extension of PAD zoning for Avondale Commerce Park to expire on April 16, 2014 subject to four recommended conditions of approval. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

Mayor Lopez Rogers	Aye
Vice Mayor Scott	Nay
Council Member Buster	Aye
Council Member Karlin	Aye
Council Member McDonald	Aye
Council Member Vierhout	Aye
Council Member Weise	Aye

Motion carried by a six to one vote.

7) PUBLIC HEARING – CABLE TELEVISION LICENSE AGREEMENT – QWEST BROADBAND SERVICES, INC. DBA CENTURYLINK

A public hearing and considered a request to approve a Cable Television License Agreement with Qwest Broadband Services, Inc. dba CenturyLink.

Mr. McClendon stated that the applicant has requested a continuance on this matter until the October 7th meeting.

Mayor Lopez Rogers opened the public hearing. There being no requests to speak, Mayor Rogers closed the public hearing.

Council Member McDonald moved to continue this item to the October 7th City Council meeting. Vice Mayor Scott seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Mayor Lopez Rogers	Aye
Vice Mayor Scott	Aye
Council Member Buster	Aye
Council Member Karlin	Aye
Council Member McDonald	Aye
Council Member Vierhout	Aye
Council Member Weise	Aye

Motion carried unanimously.

8) RESOLUTION 3135-913 – AMENDMENT TO THE LICENSING TIME FRAMES COMPLIANCE REVIEW POLICY

A resolution approving an amendment to the Licensing Time Frames Compliance Review Policy for licenses, permit applications, and plan review services as required by House Bill 2443.

Mr. McClendon said the state legislature passed Senate Bill 1598, called the "Regulatory Bill of Rights," in 2011. H.B. 2443 was passed in 2013 to address some of the problems with the original bill. The City must now amend its policy to be in compliance with the H.B. 2443.

Randal Westacott, Building Official, said the changes would apply to the Avondale Licensing Timeframes Compliance Review Policy. Several problems were found with the original bill. Applicants did not have the ability to modify their projects after they were submitted. Cities were restricted from communicating openly with applicants about their projects, and only had one opportunity to conduct a complete and thorough review after their applications were complete. Avondale began using a voluntary waiver policy to establish direct lines of communication with applicants, but that approach was discouraged.

Mr. Westacott said the newly adopted House Bill 2443 provides cities with a second opportunity to request information from applicants. Projects can now be extended by mutual agreement, up to 50% of the overall timeframe. Residential developments are now exempt, and the requirements only apply to commercial and industrial development. Under H.B. 2443 cities are now prevented from offering waivers.

Mr. Westacott explained that Avondale's amended policy reduces the overall timeframe for reviewing a project from 36 working days to 34. The waiver policy has been removed. Exempt licensing permits have been removed, and the City will revert to using the same policy for residential permits that was in place before S.B. 1598 was enacted. These changes will ensure that Avondale is in compliance with H.B. 2443, and the reduced

timeframes will improve customer service. Staff recommends approval and implementation of the resolution by September 13, 2013.

Council Member Buster inquired whether H.B. 2443 contains any unintended consequences for Avondale. Mr. Westacott explained that the original bill contained several unintended consequences that encumbered municipalities from providing good customer service. The amended bill does improve lines of communication throughout the process.

Council Member Weise said the original bill was a poorly written law designed to address problems that did not exist. The amended bill unfairly punishes commercial and industrial builders. He inquired whether these bills have cost the city money. Mr. Westacott responded that a great deal of staff time was required to understand the confusing law and update the City's workflow processes accordingly. The amended bill will require the implementation of many more changes. Council Member Weise noted that this is the second time in recent history in which the legislature changed their laws to reflect something that Avondale had taken the lead on. Cities have had to bear the cost of the lobbying effort required to change the law.

Vice Mayor Scott queried whether the bill contains penalties for failure to comply. Andrew McGuire, City Attorney, said the original statute created citizen suit opportunities allowing disgruntled parties to sue cities, and mandates that cities pay attorney fees if the suits result in changes. Before the law, suits had to be created by the Attorneys General of the counties in which the cities resided.

Council Member Karlin commented that once again cities had to pay to fix the mistakes of the legislature. Mayor Lopez Rogers said the problems could have been avoided had the legislature consulted cities before they enacted the law.

Council Member McDonald moved to approve Resolution 3135-913, an amendment to the Licensing Timeframes Compliance Review Policy. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

Mayor Lopez Rogers	Aye
Vice Mayor Scott	Aye
Council Member Buster	Aye
Council Member Karlin	Aye
Council Member McDonald	Aye
Council Member Vierhout	Aye
Council Member Weise	Nay

Motion carried by a six to one vote.

9) EXECUTIVE SESSION

- a. An executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding potential litigation with respect to tax matters.

Council Member Weise moved to adjourn into executive session. Council Member Vierhout seconded.

ROLL CALL VOTE AS FOLLOWS:

Mayor Lopez Rogers	Aye
Vice Mayor Scott	Aye
Council Member Buster	Aye
Council Member Karlin	Aye
Council Member McDonald	Aye
Council Member Vierhout	Aye
Council Member Weise	Aye

Motion carried unanimously.

10) ADJOURNMENT

There being no further business before the Council, Council Member Buster moved to adjourn the meeting; Council Member Vierhout seconded the motion. Motion carried unanimously.

City Council meeting adjourned at 8:47 pm.



Mayor Lopez Rogers



Carmen Martinez, CMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 9th day of September 2013. I further certify that the meeting was duly called and held and that the quorum was present.



City Clerk



CITY COUNCIL REPORT

SUBJECT: Resolution 3526-319 - Minor General Plan Amendment, Woo Property (PL-18-0261)

MEETING DATE: 3/25/2019

TO: Mayor and Council

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

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. David Kenyon, Kenyon Architectural Studio., to adopt Resolution 3526-319 amending the General Plan Land Use Map for approximately 2.5 acres of land located on the southwest corner of Buckeye Road and El Mirage Road from Medium Density Residential to Local Commercial. The Council will take appropriate action.

BACKGROUND:

PARCEL SIZE: 2.5 Acres

LOCATION: Southwest corner of Buckeye Road and El Mirage Road (Exhibits A, B, and C)

APPLICANT: David Kenyon, Kenyon Architectural Studios

PROPERTY OWNER: Donald H. Woo

The approximately 2.5-acre site was originally annexed into the City of Avondale in 1976 with the adoption of Ordinance No. 240. Upon annexation, there were two structures on the subject site, one unidentified structure and the other a mini-mart, Fiesta Barn convenience store. Archived aerial maps indicate that between 1976 and 1993, the unidentified building was removed from the site and the mini-mart remained. Historical data indicates that the subject site was rezoned to R1-6 (Single-Family Residential) prior to 1990, which is still current today. The convenience store remains in operation on the property as well as a weekend swap meet that has been in operation since annexation into the City. Currently, the site's existing commercial use, convenience store, is considered a legal non-conforming use as it is not in conformance with the current zoning or the General Plan Land Use designation for the site.

The subject site is bordered by Buckeye Road to the north and El Mirage Road to the East. The existing uses of the surrounding properties are as follows:

- North: Buckeye Road, then the southern portion of the Coldwater Springs residential subdivision zoned PAD.
- South: Coldwater Springs Phase III residential subdivision, zoned PAD
- East: Coldwater Springs Phase III residential subdivision, zoned PAD
- West: Vacant undeveloped land zoned R1-6 (Single-Family Residential).

SUMMARY OF REQUEST:

The applicant is requesting a Minor General Plan Amendment to amend the General Plan 2030 Land Use Map for a 2.5-acre site from Medium Density Residential to Local Commercial. The Local Commercial designation provides for the daily needs of goods and services to the residents residing within the surrounding area.

Under separate application (PL-18-0262), the applicant has requested to rezone the subject property from R1-6 (Single-Family Residential) to C-2 (Community Commercial) to bring the property into conformance with the requested amendment to the General Plan Land Use Map. The rezone application will be considered through a separate public hearing item.

CITIZEN PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed applications on Tuesday, January 29, 2019, 6:00 P.M, at the Avondale Civic Center Library. The meeting was advertised in the Southwest Valley Republic, a notification sign was erected on the subject property, and all property owners within a 1,000-foot radius of the subject site were notified by postcard of the meeting.

The neighborhood meeting was attended by five citizens from the surrounding neighborhood. The citizens had questions regarding the future use of the site, what improvements would occur on the site, and traffic and parking for the weekend swap meet that occurs on site. In general, all applicants were in support of the submitted applications and encouraged with the aesthetic improvements to the site. A full summary of the meeting is attached to this report as Exhibit F, Citizen Participation Meeting Summary. A summary of discussion items are as follows:

- Attendees asked when the proposed improvements would be installed on the site. The applicant stated that the landscape improvements, building improvements, and signage upgrade will be installed with the first phase of any site improvements.
- Two of the attendees expressed concerns with parking and traffic generated by the weekend swap meet. The applicant and City Staff stated that there may be opportunities to move weekend vendors from the west side of the site to the east side and designate the eastern entrance to the site as an emergency vehicle access only.
- A resident who lives adjacent to the southern property line of the subject site expressed concern with vermin that may be coming from the site. The applicant stated that they would contact the owner of the property and that preventive measures would be installed.

Postcards notifying nearby property owners of the Planning Commission meeting were mailed on January 31, 2019. Additionally, the hearing sign was updated to include the time and date of the meeting on February 4, 2019. Lastly, a notice of the Planning Commission hearing was published in the Southwest Valley Republic on February 6, 2019. To date, Staff has received no additional correspondence with regards to these applications via phone, letter, or email.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on this item on February 21, 2019 (EXHIBIT H). Commissioners had the following questions and comments during the question and answer portion of the

session:

- Commissioner Warren asked if there was a conflict with the swap meet pedestrians and the future drive-through. Staff stated that any drive-through would require approval of a Conditional Use Permit. At that time staff would recommend a condition of approval that limited the hours of the drive-through on Saturday and Sunday Morning in order to eliminate any potential conflicts.

Staff also addressed the traffic congestion on El Mirage Road during the weekend swap meet. Staff stated that they were working with the applicant and the owner to manage the site. More specifically, directing visitor parking to the west side of the site. vendor booth and set up to the east side and limiting the El Mirage Road access to emergency vehicle only. Staff noted that there was a future City Capital Improvement Project (CIP) for this portion of El Mirage Road.

- Michael Talbot with Kenyon Architectural Studio, thanked the community and City Staff for support for the project. He also stated that the owner wants to bring the project to completion and improve the site. Commissioner Iwanski and Vice Chair Amos thanked the project team and the owner for the willingness to work to make the site better.

- Ivan Caballero, a resident from the subdivision directly south of the subject site stated that he is having a rodent issue at his house and is concerned that the convenience store is generating the rodents. Both Staff and the applicant stated that the resident brought the rodent issue to light at the neighborhood meeting. Both the convenience store tenant and the property owner have been working together to ensure that the convenience store is not the source of the rodent problem through an active pest control plan for the convenience store. Mr. Caballero stated that he has spoken with the owner of the site and that there had been discussion with respect to moving the trash enclosure.

Since the conclusion of the February 21, 2019 Planning Commission meeting, Staff has continued to work with the property owner, the tenant of the Fiesta Barn, and the residential property owner to the south to address the rodent issue. Staff confirmed that there is no trash container abutting the residents rear wall. There are two containers adjacent to the Fiesta Barn building which are approximately 75-feet away from the resident's property. The owner of the Fiesta Barn has provided documentation to Staff that indicates a Licensed Professional Pest Control company has been retained and that a pest control plan has been initiated to remedy the situation. Staff has been in contact with all parties involved and will continue to monitor the situation

The Planning Commission voted 5-0 to approve the Minor General Plan Land Use Map Amendment on approximately 2.5 acres of land located at the southwest corner of Buckeye and El Mirage roads from Medium Density Residential to Local Commercial.

ANALYSIS:

The City Council must determine that the proposed amendment meets four findings in order to approve the General Plan Amendment. Staff's analysis of each of the required findings is presented below:

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

The subject site is designated on the Land Use Map as Medium Density Residential which provides for a suburban lifestyle with single-family detached housing units at a density of 2.5 to 4 du/ac. The existing commercial use, the Fiesta Barn convenience store, has been in operation since the site was annexed into the City of Avondale. The current use is not consistent with the current land use designation for the site. The proposed minor General Plan amendment would change the land use designation for the site from Medium

Density Residential to Local Commercial which is consistent with the existing use on the site and would bring the land use map into conformance with the existing commercial use.

2. The amendment constitutes an overall improvement in the General Plan 2030 and is not solely for the good or benefit of a particular landowner or owners.

The existing commercial use is legally non-conforming and does not conform with the current land use designation of Medium Density Residential. The proposed amendment from Medium Density Residential to Local Commercial will facilitate an overall improvement to the General Plan 2030 in that it will bring the existing land use into conformance with the General Plan and govern future development on the site. The Local Commercial designation provides for the daily needs of goods and services to the residents residing within the surrounding area.

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

1) At 2.5 acres, the re-designation of the property from Medium Density Residential to Local Commercial will not significantly alter acceptable land use patterns or adversely impact existing land uses.

2) The property is currently served by existing infrastructure and surrounded by properties receiving various levels of City services. Amending the land use map to Local Commercial will not require additional infrastructure improvements beyond typical uses associated with Local Commercial improvements.

3) The change to the Local Commercial land use designation will result in a positive impact on the surrounding area and will not adversely impact surrounding land uses.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

The proposed amendment is consistent with several goals of the General Plan 2030 such as:

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

Policy D. Enhance the attractiveness of infill parcels as an option for new development throughout Avondale.

Goal #3: Land Use Element - Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

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

Strategic Plan Goals and Objectives:

INITIATIVE: Foster sustainable community development

STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

INITIATIVE: Encourage and support creative innovation in development and service delivery

STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

DISCUSSION:

Based on the information provided by the applicant, Staff recommends approval of the requested Minor General Plan Amendment.

BUDGET IMPACT:

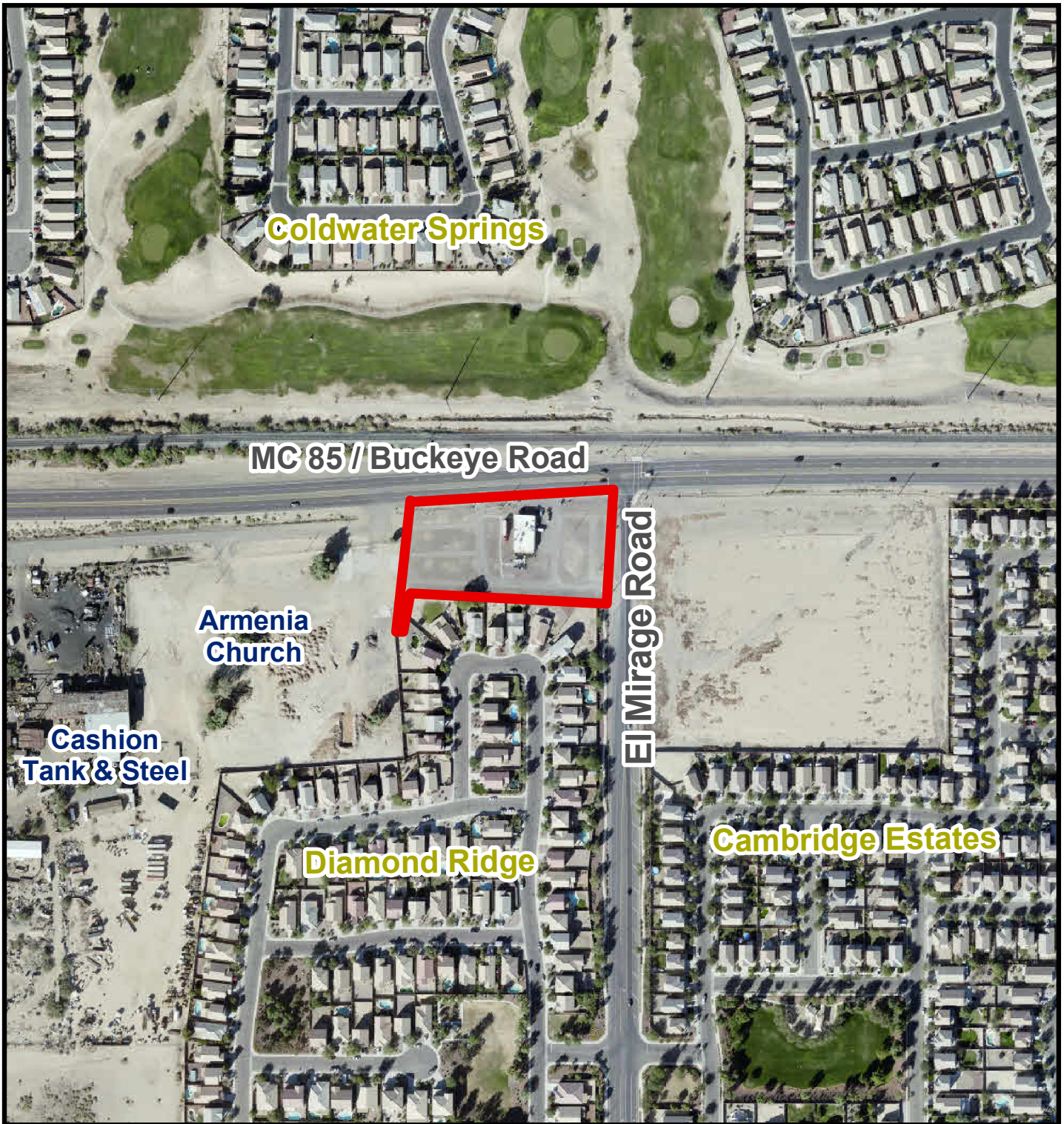
There is no budgetary impact to the City to approve the Minor General Plan Amendment.

RECOMMENDATION:

Staff recommends that City Council accept the findings of the Planning Commission and ADOPT a Resolution amending the General Plan Land Use Map for approximately 2.5 acres of land located on the southwest corner of Dysart and El Mirage roads from Medium Density Residential to Local Commercial.

PROPOSED MOTION:

I move that the City Council accept the findings of the Planning Commission and ADOPT a Resolution amending the General Plan Land Use Map for approximately 2.5 acres of land located on the southwest corner of Buckeye and El Mirage roads from Medium Density Residential to Local Commercial.

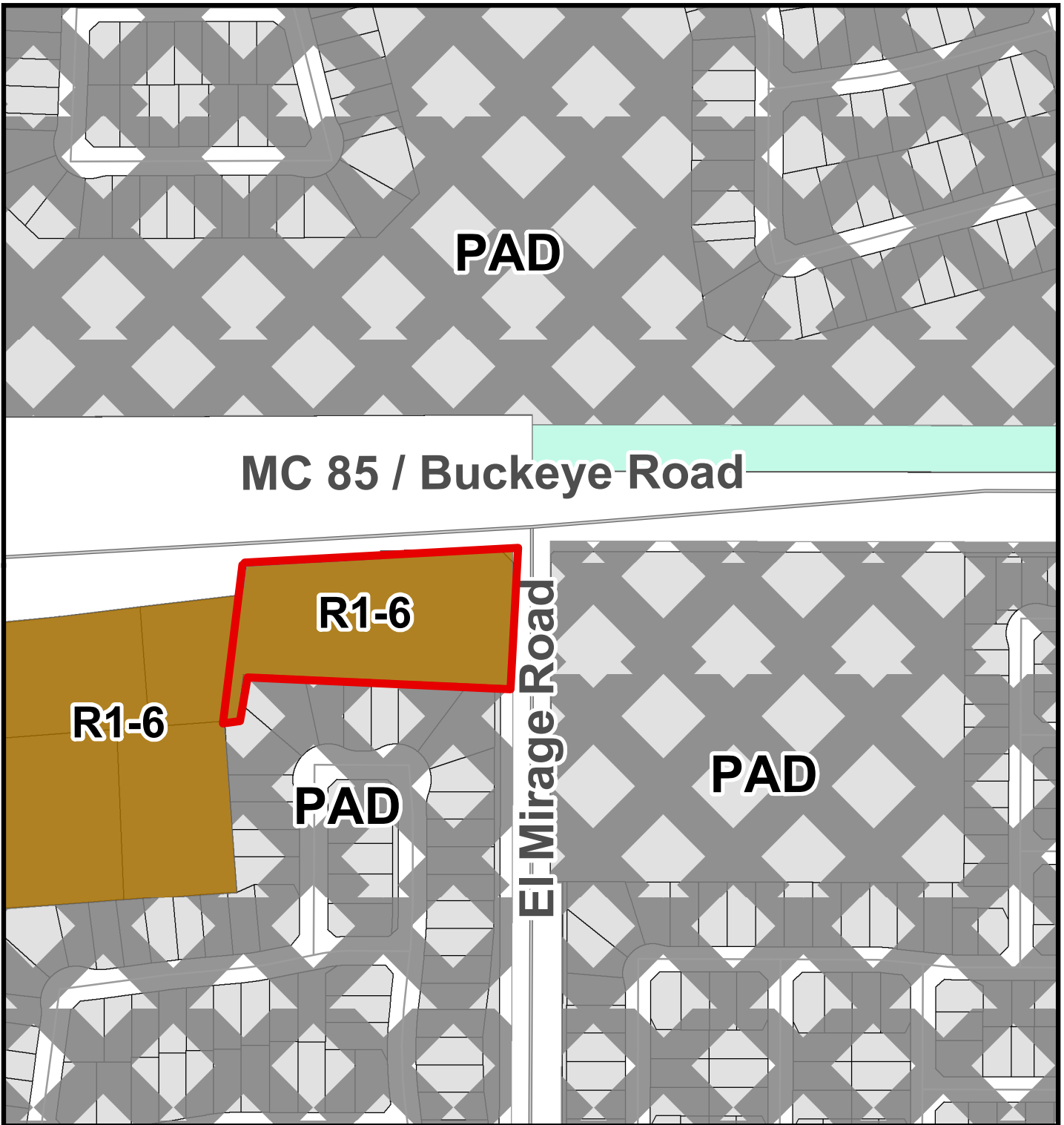


Aerial Photograph



 Subject Property



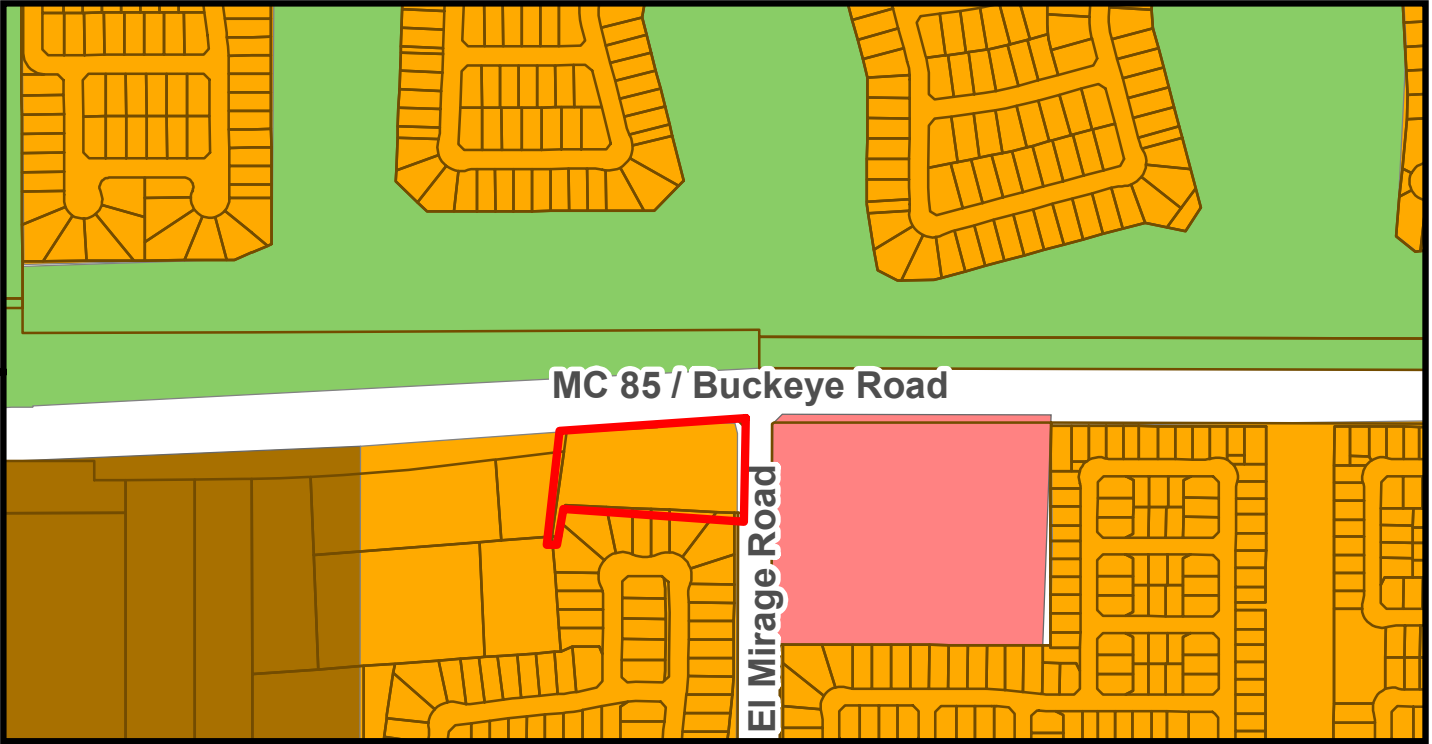


Zoning Vicinity Map

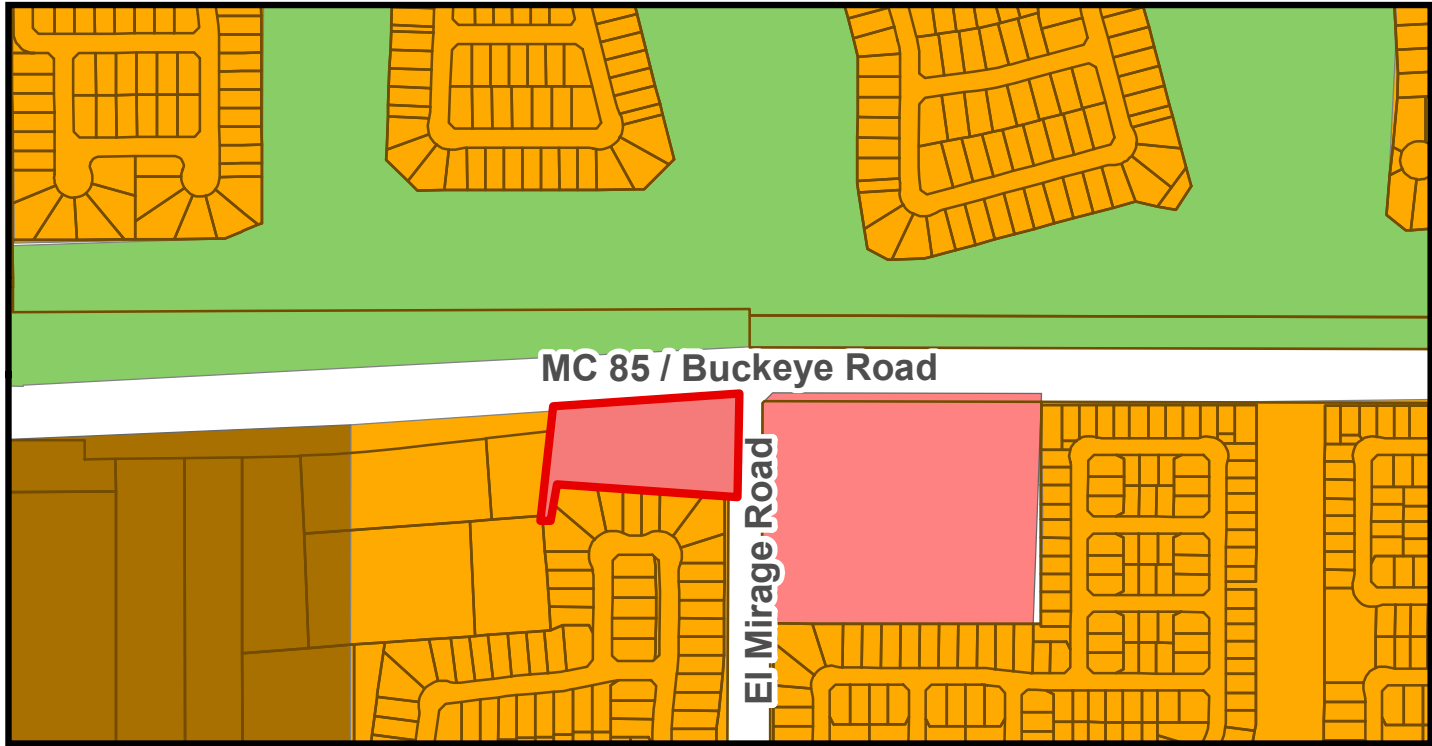


 Subject Property





CURRENT LAND USE MAP

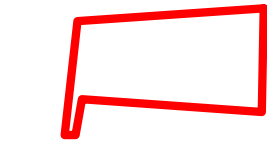


PROPOSED LAND USE MAP

General Plan Land Use Map



- | | |
|----------------------------|---------------------------------|
| Medium Density Residential | High Density Residential |
| Local Commercial | Medium/High Density Residential |
| Mixed Use | Public/Civic |
| Education | |
| Open Space | |



Subject Property

*SUMMARY OF RELATED FACTS
APPLICATIONS PL-18-0261 & PL-18-0262*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 2.48 acres
LOCATION	Southwest corner of Buckeye Road and El Mirage Road
PHYSICAL CHARACTERISTICS	One existing structure on the site (Fiesta Barn)
EXISTING LAND USE	Medium Density Residential
EXISTING ZONING	R1-6 Single-family Residential
JURISDICTION	Annexed into the City of Avondale in 1976, Ordinance No. 240

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Buckeye Road, then the southern portion of the Coldwater Springs residential subdivision zoned PAD.
EAST	El Mirage Road, then a vacant 14-acre commercial parcel that is a part of the Coldwater Springs Phase III residential subdivision zoned PAD.
WEST	Vacant undeveloped land Zoned R1-6 Single-family Residential
SOUTH	Coldwater Phase III residential subdivision zoned PAD

<i>GENERAL PLAN</i>	
The subject property is designated as Medium Density Residential. The Medium Density Residential (MDR) General Plan designation allows for development of detached single-family residential uses at a suburban density of 2.5 to 4.0 dwelling units per acre.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school is Quentin Elementary School, generally located at the northwest corner of 107 th Avenue and Lower Buckeye Road. The Verde Trails development included a potential elementary school site at the southwest corner of Wier Avenue and 107 th Avenue, however the district declined to purchase that site for construction of a new school.
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
Buckeye Road (County Road)	
Classification	Major Arterial
Existing half street ROW	None
Standard half street ROW	65 feet

Exhibit D

Existing half street improvements	2 travel lane
Standard half street improvements	2 travel lanes, ½ center turn lane, curb and gutter, sidewalks, street lights and landscaping.
El Mirage Road	
Classification	Minor Arterial
Existing full street ROW	100 feet
Standard full street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	1 travel lane in each direction, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.

<i>UTILITIES</i>
There currently is a 12” water line existing in El Mirage Road There currently is a 36” sewer main existing in El Mirage Road.



DONALD H WOO

FAMILY LTD PTRS #1

Minor General Plan Amendment Project Narrative (Revised)

Application: PL-18-0261

12301 W Buckeye Rd. Avondale, Arizona 85323

Resubmitted: December 17, 2018

by

Kenyon **A**rchitectural Studio

115 East Campo Desierto Road

Tempe Arizona 85281

Contact: David Kenyon

480-695-8602

Kastudio82@gmail.com

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Introduction and Request

DONALD H WOO (FAMILY LTD PTRS #1) owns 108,289 square feet (2.48 net acres) at the southwest corner of Buckeye Road (Arterial) and El Mirage Road (Collector) at 12301 W. Buckeye Rd. (the "Property") and is requesting an amendment to the General Plan 2030 (the "General Plan") to change the Land Use designation of the Property from Medium Density Residential ("MDR") (Fig.2) to Local Commercial to bring a legal nonconforming use into conformance with the 2030 General Plan and rezone the property to be in conformance with the Zoning Ordinance in order to expand the current use and improve the site.

A Minor Land Division Application (MLD—PL-18-0263) and Rezoning Application (REZONE--PL-18-0262) is submitted in conjunction with this request to facilitate the renewal and rejuvenation of the existing commercial structure and improved land use that includes landscaping, screened parking, improved access and parking that would be consistent with an arterial location. The Property is designated within the Central Core and no Specific Plans are noted for this area in the General Plan.

The existing uses and zoning of the surrounding properties are as follows (Figure 2):

NORTH: MC-85, then a 69.4-acre parcel (COLDWATER SPRINGS GOLF LLC) zoned as PAD.

WEST: 0.74-acre parcel (IGLESIA CRISTIANA ARMONIA INC) zoned R1-6 (MDR), then Phase 1 of Del Rio Ranch III, then 1.84 acres (DEL RIO LANDING LLC-Cashion Tank And Steel Co. zoned R1-6.

SOUTH: Subdivision "DIAMOND RIDGE PLACE" zoned PAD (MDR)

EAST: El Mirage Road, then 9.6-acre vacant undeveloped land, zoned (PAD) and noted as Local Commercial ("LC") on the General Plan.

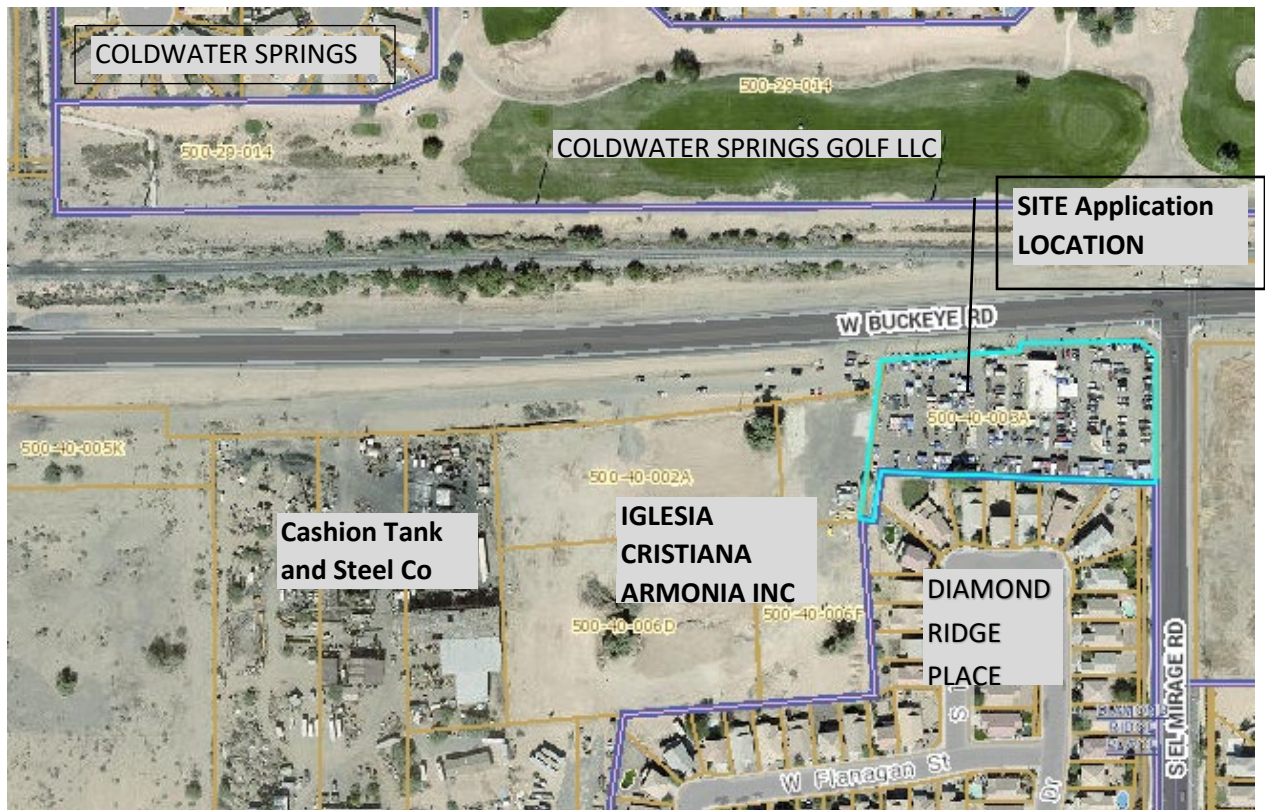


Figure 1: Aerial Vicinity Map

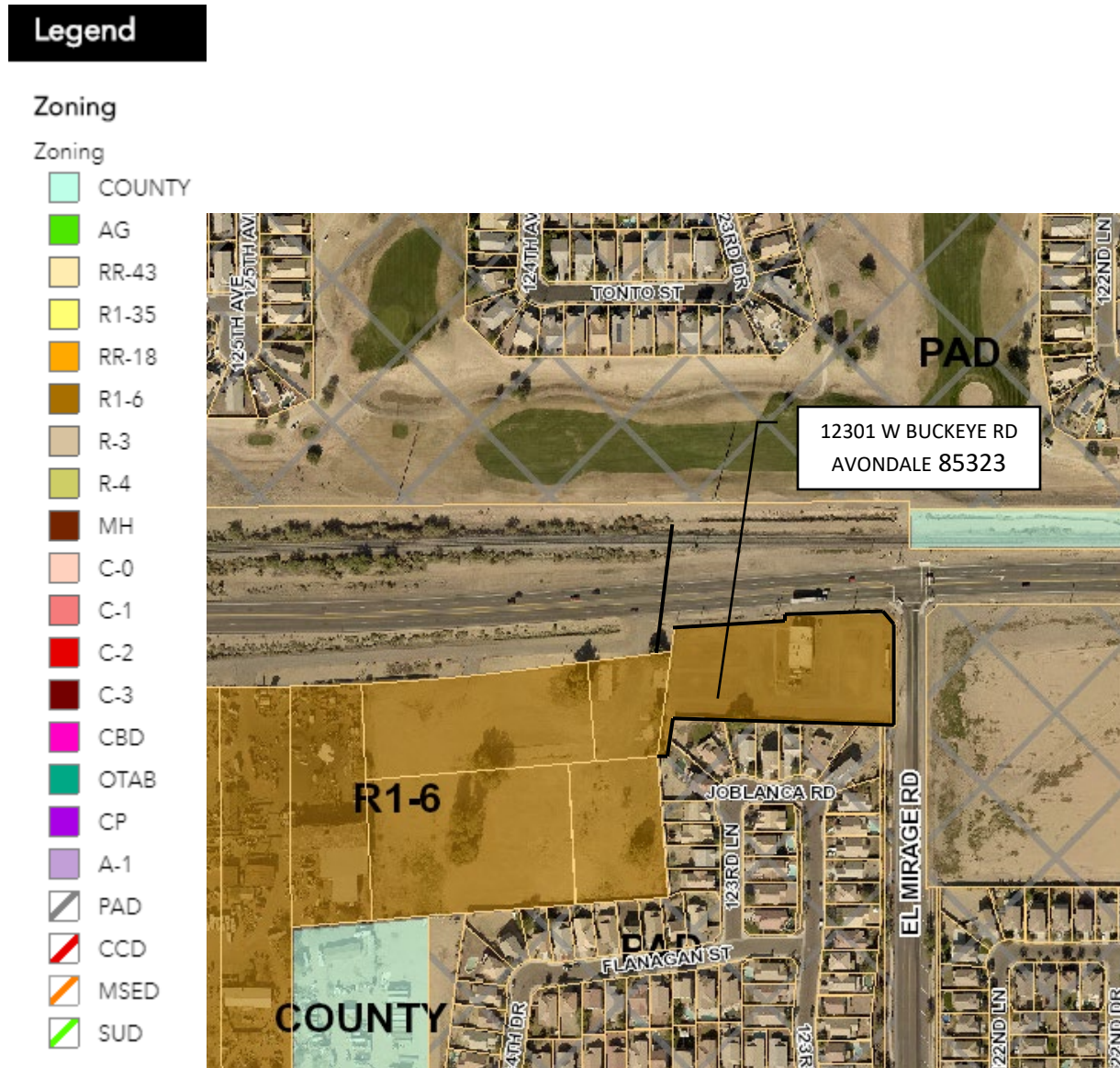


Figure 2: Zoning Vicinity Map

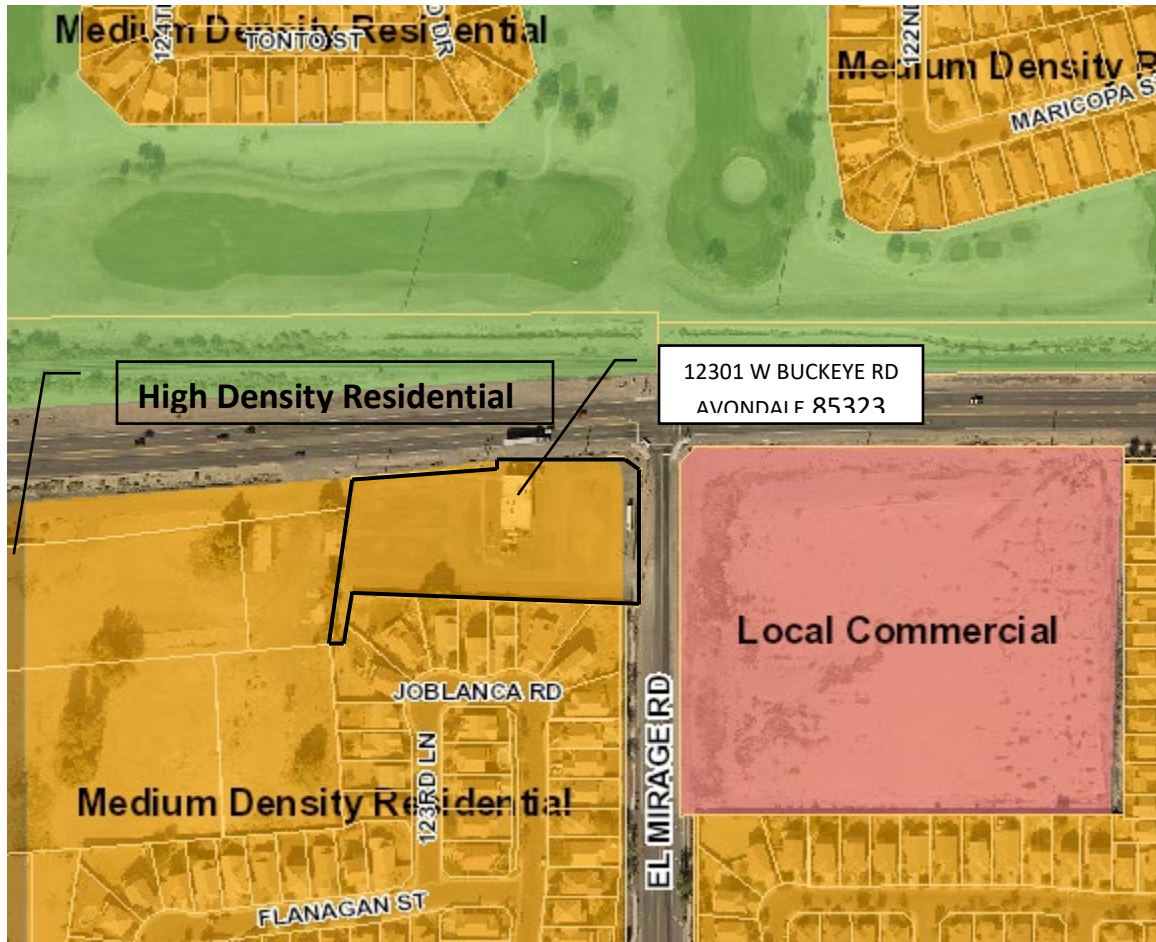


Figure 3: GP Land Use Map

Analysis

The property, which sits on the southwest corner of MC 85 Buckeye Road and El Mirage and although it is zoned as MDR the parcel located on the southeast corner of MC 85 Buckeye Road and El Mirage is noted on the General Plan as Local Commercial (Fig.3) The Property that this application refers to is currently a legal nonconforming use with the intention to bring the property to be in conformance with the Zoning Ordinance in order to expand the current use and improve the site. The City of Avondale 2017 Transportation Update is proposing that eventually El Mirage Rd. and MC 85 – Buckeye Road will become 6 lanes. MC 85-Buckeye Road will remain, according to the City of Avondale 2017 Transportation Update a designated truck route. There will be noted increases in traffic along both thoroughfares that would be less than amenable for residential and more appropriate for commercial use. The Property, prior to annexation to the City (July 28, 1976 Ordinance 239), existed as a commercial use parcel. The current use remains unchanged since the annexation. This application addresses this discrepancy and seeks a land use change from an MDR to Local Commercial The following Amendment Criteria addresses various Goals as described in the General Plan 2030 that give support to the Minor General Plan Amendment request.

Required Findings:

- 1. The development pattern on the Land Use Plan inadequately provides the appropriate optional sites for the use and or change proposed in the amendment.**
 - a. This property is currently legal nonconforming. The Minor General Plan Amendment will bring the property into conformity with applicable The Local Commercial land use would provide a more appropriate option for the site as it provides a transition with the Local Commercial to the east of the parcel (Fig. 3)*
- 2. The amendment constitutes and overall improvement to the 2012 Plan and is not solely for the good or benefit of a particular landowner or owners.**
 - a. The amendment will facilitate an overall improvement to the 2030 General Plan by bringing a nonconforming use into conformance*
- 3. The amendment will not adversely impact the community as a whole and/or portion of the community by:**
 - a. Significantly altering acceptable land use patterns**
 - b. Adversely impacting existing land uses**
 - c. Requiring more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change.**

The Minor General Plan Amendment of the Property from MDR to Local Commercial will not significantly alter acceptable land use patterns or adversely impact existing land uses.

The current land use has not changed since the property was annexed to the City of Avondale. In fact, the change to a more appropriate use will positively impact the

surrounding areas as the legal non-conforming use will confirm to the current use and will be more in sync and better meet the goals and policies of the General Plan as set forth in this Application.

The Property currently is accessed by existing infrastructure and surrounded by properties receiving various levels of City services. uses will not require more intense public infrastructure improvements than MDR. Finally, by shifting the designation to Local Commercial, bringing the Property into compliance to its current land use.

4. The amendment is consistent with the overall intent of the 2012 Plan and other adopted plans, codes, and ordinances.

- A. *Some noteworthy General Plan Objectives that this proposed Minor General Plan Amendment will achieve are:*

Objective #1: LAND USE ELEMENT - GOAL 3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

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

The Property is uniquely located at the corner of MC-85 Buckeye Road (Arterial) and El Mirage Road (Collector to be proposed in the future as Arterial). This location would be more appropriately designated as Local Commercial. This application seeks a land use decision that matches the long term goals of 2012 Plan and seeks a land use decision that will further the economic goals where any residential development would not have the same economic impact.

Policy A. Include neighborhood markets to provide services for local residents, employees, and transit riders.

Maintaining the farmers market facilitates business diversity that promotes local products and produce that is congruent with the Economic Element stated in the General Plan. The application supports the "Transit Oriented Development" along Buckeye Road in providing a local market for local residents. If the City intends to develop the Buckeye Road as a major thorough fare than allowing commercial uses can achieve such an objective lending support to proposed public transit development. Allowing commercial zoning will also support business development on the site thereby increasing City's sales tax revenue in a way that MDR uses would not provide.

Conclusion

The Property prior to annexation was in commercial use and has remained in commercial use. The property is best suited for Local Commercial uses given its size, shape, and the character of the land around it. FAMILY LTD PTRS #1 looks forward to working with the City to process this Minor General Plan Amendment bringing the property into legal conforming status with applicable zoning ordinances.

Exhibit F

Woo Property
General Plan Amendment
&
Rezone

Neighborhood Meeting Summary

January 29, 2019



PUBLIC MEETING SIGN-UP FORM

Project: Woo Rezoning, MLD General Plan Amendment
12301 W. Buckeye Rd Avondale AZ 85323

Projects #: PL-18-0261, PL-18-0262 and PL-18-0263

Reference Neighborhood Meeting

Date: 29 January 2019

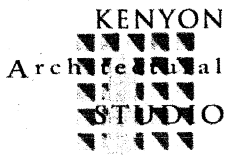
NAME	AFFILIATION	PHONE	SIGNATURE
1. David H Kenyon	KAS architect	480 695-8602 dlkarchitect@gmail.com	
2. Michael Talbot	KAS	Kastudio82@gmail.com	
3. Rick Williams	City Planner	623.333.4018 rmwilliams@avondale.org	
4. George [REDACTED]	Citizen	[REDACTED]	[REDACTED]
5. Jenn [REDACTED]	Citizen		
6. Ivan [REDACTED]	citizen		
7. Rod [REDACTED]	"		
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29 January 2019

KENYON ARCHITECTURAL STUDIO

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PUBLIC MEETING SIGN-UP FORM

Project: Woo Rezoning, MLD General Plan Amendment
12301 W. Buckeye Rd Avondale AZ 85323

Projects #: PL-18-0261, PL-18-0262 and PL-18-0263

Reference Neighborhood Meeting

Date: 29 January 2019

NAME	AFFILIATION	PHONE	SIGNATURE
1. David H Kenyon	KAS architect	480 695-8602 dlkarchitect@gmail.com	
2. Michael Talbot	KAS	Kastudio82@gmail.com	
3. Rick Williams	City Planner	623.333.4018 rmwilliams@avondale.org	
4. Pat [REDACTED]	City of Avondale	pdennis@avondale.org	[REDACTED]
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29 January 2019

KENYON ARCHITECTURAL STUDIO

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PUBLIC MEETING NARRATIVE REPORT

Date: 30 January 2019

Project: Woo Rezoning (App # PL-18-0261)
Minor Land Division (App # PL-18-0262)
General Plan Amendment (App # PL-18-0263)
12301 W. Buckeye Rd Avondale AZ 85323

Reference: Neighborhood Meeting January 29, 2019

Dear Mr. Williams:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the Rezoning application for the approximately 2.48-acre site located at the southwest corner of Buckeye Road and El Mirage Road, Avondale, AZ (Case number PL-18-0261). The meeting was held as follows:

*January 29, 2019
6:00pm (start time)
Avondale Civic Center Library
11350 W. Civic Center
Avondale, Arizona 85323*

The neighborhood meeting hosted by Kenyon Architectural Studio to review the proposed applications and answer any questions regarding the project. Additionally, a PowerPoint presentation displaying the current site plan, aerial map, and development plan were available to participants. Full size site plans were also available for participants to review.

Several (5) members of the community in attendance (sign-in sheet attached). There were two residents from the neighborhood adjacent to the Property to the North, One member from the City of Avondale City Council and a married couple who did not identify the location of where they resided. David Kenyon (Architect) with, Michael Talbot from Kenyon Architectural Studio in attendance to answer any questions regarding the proposed rezoning. The attendees had questions regarding landscaping, traffic and parking for the Saturday/Sunday market, ascetics of the existing building and pest control.

Landscaping:

- Attendees were shown the landscaping along Buckeye Road that would be required as shown on the Site Development Plan A0.2

Traffic and Parking for the Saturday/Sunday Market

- Discussion on traffic and parking were raised by several attendees

- Options explored that included moving vendors to the east side of the property and thereby opening parking on the west side of the property. This would eliminate traffic exiting and entering the property on and off El Mirage. Another option is to request parking space on the vacant lot adjacent on the west side of the Property (with proper approved dust control measures). Such a request could be pursued with the current owners of the vacant lot. Another option is to close off El Mirage allowing traffic only for market vendors to exit the site. A traffic lane would remain open for fire truck access.
- While attendees expressed issues of parking and traffic, general support for the market was expressed and seen as a cultural characteristic of the area that has been present since the early 1970's.

Ascetics of the Property

- Everyone in attendance raised the question of improving the aspects' of the building and property in general as it currently exists. The Applicant/Owner/Tenant does acknowledge the need to improve the overall appearance of the property and will bring the property into compliance with respect to required landscaping, signage and painting of the existing building. One suggestion is to use slurry paving for parking around the store and striping the lot.

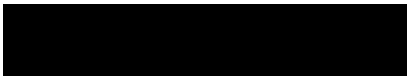
Pest Control

- One resident living immediately south of the Property expressed concern of vermin that may be coming from the property. Kenyon Architectural Studio contacted the residents the next day and given the City of Avondale Code Enforcement telephone number as well as the web link to the City of Avondale Online Complaint Form. The Applicant/Owner of the Property and Tenant were also contacted and all agreed to contact the appropriate pest control company to investigate and address the raised concern.

The Applicant contacted each of the attendees via email January 30, 2019 and provided again with contact information, current site and development plans. Overall, it was a positive meeting and there was a general feeling that the rezoning would help address the current issues that are stated. The Property has had in the past and continues to have a significant positive impact for local and greater Avondale residents with the Market hosted each weekend.

I would be happy to answer and further questions that you may have regarding this meeting. You may reach me at 480-695-8602 of kastudio82@gmail.com.

Sincerely



David II Kenyon

architect

Attachments: 2

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

Thursday, February 21, 2019
6:00 P.M.

I. **CALL TO ORDER**

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

II. **ROLL CALL**

The following members and representatives were present:

COMMISSIONERS PRESENT

Lisa Amos, Vice Chair
Christopher Thompson, Commissioner
Denise Stanfield, Commissioner
David Iwanski, Commissioner
Linda Warren, Commissioner

ABSENCE EXCUSED

Russell Van Leuven, Chair

ABSENCE UNEXCUSED

Lisa Osborne, Commissioner

CITY STAFF PRESENT

Jodie Novak, Planning Manager
Rick Williams, Senior Planner
Byron Easton, Senior Planner
Nicholle Harris, City Attorney

III. **OPENING STATEMENT**

Vice Chair Amos read the Opening Statement.

IV. **APPROVAL OF MINUTES**

Vice Chair Amos invited a motion to approve the minutes. Commissioner Thompson moved to accept the minutes from the January 17, 2019 regular meeting as presented. Commissioner Warren seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

V. **PUBLIC HEARING ITEMS:**

a. **PL-18-0261 Woo Minor General Plan Amendment**

A request by Mr. David Kenyon with Kenyon Architectural Studios for a Minor General Plan Amendment on approximately 2.5 acres located on the southwest corner of El Mirage Road and Buckeye Road. The Minor General Plan Amendment request is from Medium Density Residential to Local Commercial land use. Staff contact: Rick Williams

Rick Williams, Senior Planner, stated that there were two applications before the Commission, but he would combine them into one presentation, even though the two related matters would require separate motions. Mr. Williams stated that the first request was to amend the 2030 General Plan for approximately 2.5 acres of land from Medium Density Residential to Local Commercial land use. The second application, (Item b), would subsequently rezone the 2.5 acres of land from R-16 Single Family Residential to C-2 Community Commercial.

Mr. Williams displayed a map showing the 2.5 acres, with Coldwater Springs Phase I to the north, across Buckeye Road and future phases of Coldwater Springs. Diamond Ridge is immediately south and Cambridge Estates south and east of the 2.5 acres. He pointed out 14 acres of undeveloped CT Commercial Land, part of the Coldwater Springs PAD, with the Armonia Church property to the west, as well as Cashion Tank and Steel a little farther west. Mr. Williams discussed the planning and zoning exhibit, with the planned area containing the 2.5 acres, all of which is currently zoned as R-16 Single Family Residential, as is the church property, and Cashion Tank and Steel.

Mr. Williams provided a brief history and background on the subject site, which was annexed in 1976, then zoned R1-6 Single Family Residential between 1980 and 1990, even though the Fiesta Barn and Convenience Store was located on the site in 1976. He noted that the site is now considered Medium High Density designation on the General Plan Use map. He added that made the Fiesta Barn and Convenience Store technically illegal to operate on the site, and that it is also the site of a Saturday and Sunday swap meet, from about 8:00 a.m. to

12:00 p.m. on both days, also an illegal use under the current zoning. He added that the impetus behind the two applications this evening were the Fiesta Barn. The owners are looking to improve their site and add a drive-through to the building and make some site improvements, which could only be done after conformance with the General Plan, and changing the zoning to Commercial.

Mr. Williams presented two maps, one with the current General Plan Land Use map on the top, specific to the first application (Item a), with the subject site outlined in red. He noted this area did hold a Medium Density Residential use attached. He then pointed out that the lower half of the map, which was the 2.5 acres under discussion, would be amended from Medium Density Residential to Local Commercial (C-2) use.

Mr. Williams stated that the second part of the application was to rezoning from R1-6 to C2 Commercial use; he noted the conceptual site plan shown depicted its current standing, and the request to improve the site was addressed in the staff report this evening, and would ensure that not only future development but any improvement or expansion to the site would realize those shown, including but not limited to: installing landscape along Buckeye Road, a County road recently improved with curb, gutter and sidewalk. Any improvements would also include building façade improvements such as painting; signage would be brought to conformance with minimum sign code pursuant to Section 9 of the Zoning Ordinance. The parking lot would be resurfaced and restriped. Mr. Williams said that installation of the drive-through for the convenience store would require a conditional use permit, which would require future consideration by the Commission.

Mr. Williams stated that the typical C-2 development standards were included in this presentation, and highlighted those, which had to do with side, front and rear setbacks, building height and general information. Mr. Williams said that in staff's opinion, rezoning of the 2.5 acres is in line with the 2030 General Plan by bringing the existing use of the convenience store into conformance, although the weekend swap meet would still be an illegal non-conforming use. He added that, more specifically, the change in zoning would provide standards and structure for future development, as well as any site improvements that would occur with the convenience store and bring a much-needed aesthetic improvement to the site.

Mr. Williams stated that all required notifications were completed and published. He added that the neighbourhood meeting was conducted on January 29, 2019, at the Avondale Civic Center Library, with five attendees. Overall support for the project was evident, especially for improvements to the convenience store. Mr. Williams noted that there had been a couple of concerns regarding traffic congestion for the weekend swap meet. Staff is currently working with the owner of the property and a simple solution is possible. He stated there were three visitors through the social media site aVOICE, however, no comments were left. Mr. Williams stated that earlier this week, he had received an email from an out-of-state property owner asking for clarification on what the applications were about, to which he responded, but had no further correspondence after that.

Mr. Williams concluded by stating that it was staff's recommendation that the Planning Commission approve the minor General Plan Amendment this evening, as well as the rezoning of the 2.5 acres to Community Commercial, subject to the recommended conditions of

approval contained in the staff report. He added that he would happy to answer any questions and noted that the owner's applicant was present.

Vice Chair Amos asked if there were any questions and Commissioner Warren asked about possible congestion from the drive-through at the convenience store. Mr. Williams responded that would require application for both a conditional use permit and a site plan application. Based on the traffic engineer's feedback, this may require a traffic statement or possibly a full-blown traffic analysis. Mr. Williams added that either way, specific queueing requirements would have to be met, and he emphasized that the material presented is a conceptual site plan. Once the conditional use permit and the site plan were submitted, they would be fully vetted by the Traffic Engineer and the Engineering Department, as well as Planning staff.

Vice Chair Amos asked what the plan was for relieving congestion for the swap meet, and how the swap meet and drive-through would coexist. Mr. Williams said that a critical portion of the conditional use permit is that stipulations could be attached regarding hours of drive-through operation, and delivery and drop-off hours. He added that the drive-through hours of use would be limited by the conditional use permit in the most optimal way for the two to coexist. Mr. Williams noted that the report showed there is no off-street parking along El Mirage Road, and this restriction is apparently being followed, according to the aerial picture. Another important fact is that all the vendors are on the west side of the property while the parking is all on the east side. Residents from the east and south have indicated that traffic build-up occurs when vehicles exiting the swap meet encounter traffic volume on El Mirage Road. Mr. Williams said the idea is to shut off that access except in emergency and move all the vendors to the east side of the property, which will force all parking to the west side, provide sufficient access for full movement out of the area, and should relieve the congestion going out on to El Mirage Road.

Mr. Williams noted that there would be some higher volume of cars existing once the swap meet ended and vendors were heading out of the area. At that point, vendors would be able to leave in each direction. Staff believes that this plan would address the situation.

Commissioner Amos pointed out that a housing development is coming in to the south, and traffic flow at that intersection should also be considered. Mr. Williams stated that there is a City CIP project to widen that intersection and put a right turn lane onto eastbound Buckeye Road, which would also help to relieve congestion at the swap meet site. As part of the rezoning, the City is asking additional dedication from the property owner to facilitate that CIP project. The date is currently unknown, but staff is gearing up for it. Commissioner Warren pointed out that traffic there would also be partly the responsibility of the adjacent owner, and Mr. Williams stated that the matter is being considered by the City because it is an important issue and needs to be addressed.

At Vice Chair Amos's invitation, the Applicant, Michael Talbot, addressed the Commission. He said that he represented Kenyon Architectural Studio, and that David Kenyon is the working architect for the project. Mr. Talbot is also representing Mr. Kenyon this evening. He thanked the City and the Commission for consideration of the project, as well as the citizens of Avondale who came to the public meeting and noted that Kenyon Architectural Studio has been quick to address any citizen concerns. He added that Mr. Williams was also certainly

helpful as well. Mr. Kenyon noted that the owner is very interested in bringing the project to completion, in terms of bringing the building to a better standard for viewing and for use, and to include landscaping. He added the owner is committed to hearing any issues and is very supportive of the project.

Commissioner Iwanski thanked Mr. Talbot and his project team for their work, and their willingness to work with staff and move vendors to the east side of the property to relieve traffic flow. He noted that kind of willingness in these types of projects is much appreciated.

Vice Chair Amos also thanked Mr. Talbot and the owner, stating that she lived immediately to the south of the site, and noted that the traffic can be hair-raising.

Vice Chair Amos opened the public hearing.

Ivan Caballero stated that he was a homeowner behind the Fiesta Barn, and his only problem is mainly the rat problem created by the trash can. He said that he had pictures of the rats at the site, and he also had a picture of a rat in his back yard. He would like the problem fixed.

Mr. Williams updated the situation, stating that Mr. Caballero shared this at the recent public meeting. Since then the tenant of the convenience store, and Mr. Woo, the owner, were contacted, and it was found that the convenience store already had a pest control system in place. After the contact, the vendor was sent back out to update all the traps, and other control measures offered, to bring the situation into standard conformance, but he was not aware if that had changed anything.

Ms. Jodie Novak, Planning Manager, stated that it would be good to obtain Mr. Caballero's phone number, so they could contact him in efforts to reach out to the property owner of the convenience store and facilitate a remedy. Mr. Caballero stated that he had spoken with Mr. Woo who stated he would move the Dumpster to another area. He added that the pictures that he had taken right after the January public meeting did not show any rat traps around the property. Ms. Novak stated that staff would reach out and get an update on the situation and then follow up with Mr. Caballero.

Vice Chair Amos thanked Mr. Caballero for bringing the matter to the Commission's attention again.

Mr. Talbot added that he lives south of the Arcadia District, and when Mr. Caballero had expressed concern at the public meeting, the morning after the meeting, he had emailed the City of Avondale about the issue, and had also contacted Mr. Woo that same morning, who had indicated that he would follow up.

Ms. Novak stated the rat issue is a Code Enforcement issue and would be pursued, but the matter before the Commission is separate from that.

Upon acknowledging no further requests to speak, Vice Chair Amos closed the public hearing.

Vice Chair Amos invited a motion. Commissioner Iwanski moved to approve the Application PL-18-0261, Woo Minor General Plan Amendment as presented. Commissioner Warren seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

b. PL-18-0262 Woo Rezoning

A request by Mr. David Kenyon with Kenyon Architectural Studios to Rezone approximately 2.5 acres located on the southwest corner of El Mirage Road and Buckeye Road. The Rezoning request is from Single-Family Residential (R1-6) to Community Commercial (C-2). Staff contact: Rick Williams

Vice Chair Amos opened the public hearing. Upon acknowledging no requests to speak, Vice Chair Amos closed the public hearing.

Vice Chair Amos invited a motion. Commissioner Thompson moved to approve Application PL-18-0262 Woo Rezoning 2.5 acres of land from R1-6 to C2, subject to six conditions of approval. Commissioner Stanfield seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

VI. COMMISSION COMMENTS AND SUGGESTIONS

None.

VII. OTHER BUSINESS

None.

VIII. PLANNING STAFF REPORT

None.

IX. CALENDAR

Vice Chair Amos stated that next scheduled meeting is March 21, 2019.

X. ADJOURNMENT

Vice Chair Amos entertained a motion to adjourn the regular meeting. Commissioner Iwanski moved to adjourn. Commissioner Stanfield seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

With no further business, the meeting concluded at approximately 6:38 P.M.

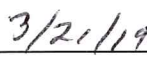
FOR SPECIAL ACCOMMODATIONS

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 meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta.



Staff Signature



Date

RESOLUTION NO. 3526-319

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 2.48 ACRES LOCATED ON THE SOUTHWEST CORNER OF BUCKEYE ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-18-0261, FROM MEDIUM DENSITY RESIDENTIAL TO LOCAL COMMERCIAL.

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

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately 2.48 acres located on the southwest corner of Buckeye Road and El Mirage Road, from Medium Density Residential to Local Commercial, as shown in Application PL-18-0261 (the “General Plan Amendment”); and

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

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

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment in the City Council Chambers on February 21, 2019, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment in the City Council Chambers on March 25, 2019.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 2.48 acres located on the southwest corner of Buckeye Road and El Mirage Road, as shown in Application PL-18-0261, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Medium Density Residential to Local Commercial.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 25, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

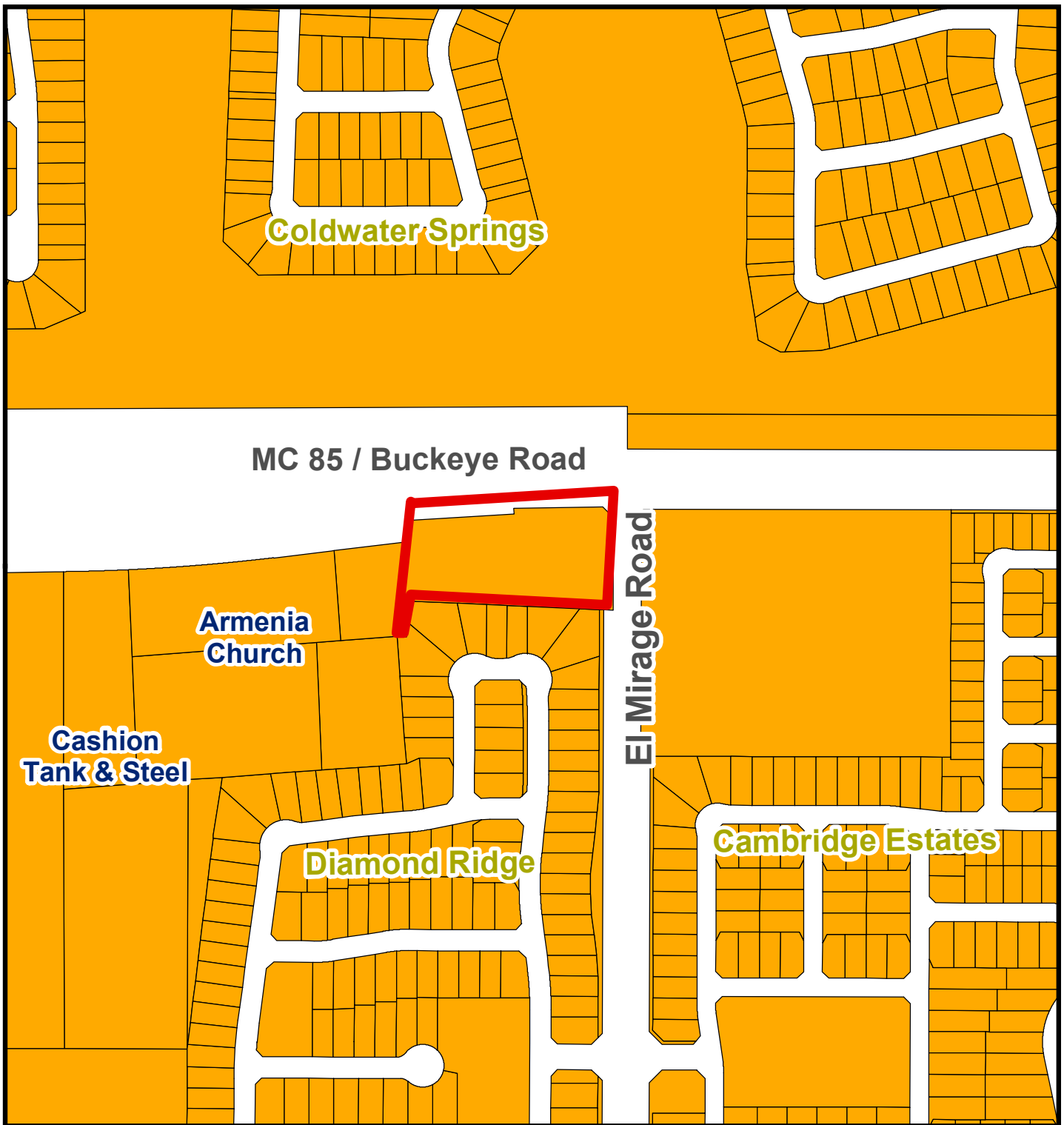
APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3526-319

[General Plan Amendment Map]

See following page.



Resolution Exhibit



 Subject Property





CITY COUNCIL REPORT

SUBJECT: Ordinance 1688-319 - Rezoning Woo Property (Application PL-18-0262) Buckeye Road and El Mirage Road

MEETING DATE: 3/25/2019

TO: Mayor and Council

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

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. David Kenyon with Kenyon Architectural Studios to adopt Ordinance 1688-319 rezoning approximately 2.5 acres of land located on the southwest corner of Buckeye and El Mirage roads from R1-6 (Single-Family Residential) to Community Commercial (C-2). The Council will take appropriate action.

BACKGROUND:

PARCEL SIZE: 2.5 Acres

LOCATION: Southwest corner of Buckeye and El Mirage roads (Exhibits A, B, and C)

APPLICANT: David Kenyon, Kenyon Architectural Studios

PROPERTY OWNER: Donald H. Woo

SUMMARY:

City Council will consider a request by Mr. David Kenyon with Kenyon Architectural Studios to adopt an Ordinance rezoning approximately 2.5 acres of land located on the southwest corner of Buckeye and El Mirage roads from R1-6 (Single-Family Residential) to Community Commercial (C-2). The Council will take appropriate action.

The 2.5-acre site was originally annexed into the City of Avondale in 1976 with the adoption of Ordinance No. 240. Upon annexation, there were two structures on the subject site, one unidentified structure and the other a mini-mart. Archived aerial maps indicate, between annexation of the property and 1993, the unidentified building was removed from the site and only the mini-mart remained. Historical data indicates that the subject site was rezoned to R1-6 (Single-Family Residential), prior to 1990, which is still current today. The Fiesta Barn convenience store remains in operation on the property as well as a weekend swap meet that has been

in operation since annexation into the City. Currently, the site's existing use of Fiesta Barn is considered a legal non-conforming use as it is not in conformance with the current zoning or the General Plan Land Use designation for the site.

The existing uses of the surrounding properties are as follows:

- North: Buckeye Road, then the southern portion of the Coldwater Springs residential subdivision zoned PAD.
- South: Coldwater Springs Phase III residential subdivision, zoned PAD
- East: Coldwater Springs Phase III residential subdivision, zoned PAD
- West: Vacant undeveloped land zoned R1-6 (Single-Family residential)

Under separate application (PL-18-0261), the applicant has submitted a request to amend the General Plan 2030 Land Use Map for the subject site from Medium Density Residential to Local Commercial. The Local Commercial designation provides for the daily needs of goods and services to the residents residing within the surrounding area. The Minor General Plan Amendment application will be considered through a separate public hearing item.

CITIZEN PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed applications on Tuesday, January 29, 2019, 6:00 P.M, at the Avondale Civic Center Library. The meeting was advertised in the Southwest Valley Republic, a notification sign was erected on the subject property, and all property owners within a 1,000-foot radius of the subject site were notified by postcard of the meeting.

The neighborhood meeting was attended by five citizens from the surrounding neighborhood. The citizens had questions regarding the future use of the site, what improvements would occur on the site, and traffic and parking for the weekend swap meet that occurs on site. In general, all applicants were in support of the submitted applications and encouraged with the aesthetic improvements to the site. A full summary of the meeting is attached to this report as Exhibit F, Citizen Participation Meeting Summary. A summary of discussion items are as follows:

- Attendees asked when the proposed improvements would be installed on the site. The applicant stated that the landscape improvements, building improvements, and signage upgrade will be installed with the first phase of any site improvements.
- Two of the attendees expressed concerns with parking and traffic generated by the weekend swap meet. The applicant and City staff stated that there may be opportunities to move weekend vendors from the west side of the site to the east and relegate the eastern entrance to the site to emergency vehicle access only.
- A resident who lives adjacent to the southern property line of the subject site expressed concern with vermin that may be coming from the site. The applicant stated that they would contact the owner of the property and that preventive measures would be installed.

Postcards notifying nearby property owners of the Planning Commission meeting were mailed on January 31, 2019. Additionally, the hearing sign was updated to include the time and date of the meeting on February 4, 2019. Lastly, a notice of the Planning Commission hearing was published in the Southwest Valley Republic on February 6, 2019. To date, staff has received no additional correspondence with regards to these applications via phone, letter, or email.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on this item on February 21, 2019 (EXHIBIT H). Commissioners had the following questions and comments during the question and answer portion of the

session:

- Commissioner Warren asked if there was a conflict with the swap meet pedestrians and the future drive-through. Staff stated that any drive-through would require approval of a Conditional Use Permit. At that time staff would recommend a condition of approval that limited the hours of the drive-through on Saturday and Sunday Morning in order to eliminate any potential conflicts.

Staff also addressed the traffic congestion on El Mirage Road during the weekend swap meet. Staff stated that they were working with the applicant and the owner to manage the site. More specifically, directing visitor parking to the west side of the site, vendor booth and set up to the east side, and limiting the El Mirage Road access to emergency vehicle only. Staff noted that there was a future City Capital Improvement Project (CIP) for this portion of El Mirage Road.

- Michael Talbot with Kenyon Architectural Studio thanked the community and City Staff for support for the project. He also stated that the owner wants to bring the project to completion and improve the site. Commissioner Iwanski and Vice Chair Amos thanked the project team and the owner for the willingness to work to make the site better.

- Ivan Caballero, a resident from the subdivision directly south of the subject site stated that he is having a rodent issue at his house and is concerned that the convenience store is generating the rodents. Both Staff and the applicant stated that the resident brought the rodent issue to light at the neighborhood meeting. Both the convenience store tenant and the property owner have been working together to ensure that the convenience store is not the source of the rodent problem through an active pest control plan for the convenience store. Mr. Caballero stated that he has spoken with the owner of the site and that there had been discussion with respect to moving the trash enclosure. Staff will continue to monitor this situation.

Since the conclusion of the February 21, 2019 Planning Commission meeting, Staff has continued to work with the property owner, the tenant of the Fiesta Barn, and the residential property owner to the south to address the rodent issue. Staff confirmed that there is no trash container abutting the residents rear wall. There are two containers adjacent to the Fiesta Barn building which are approximately 75-feet away from the resident's property. The owner of the Fiesta Barn has provided documentation to Staff that indicates a Licensed Professional Pest Control company has been retained and that a pest control plan has been initiated to remedy the situation. Staff has been in contact with all parties involved and will continue to monitor the situation.

The Planning Commission voted 5-0 to approve the Rezoning request on approximately 2.5 acres of land located at the southwest corner of Buckeye and El Mirage roads from R1-6 (Single-Family Residential) to Community Commercial (C-2).

ANALYSIS:

The site's R1-6 (Single-Family Residential) zoning, which is intended to provide a variety of single-family detached residential dwelling types with an urban density, is not consistent with existing land uses on the site and the proposed Minor General Plan Amendment. The property is located at the corner of two arterial streets and developed with an existing convenience store, Fiesta Barn, which has been in operation since annexation into the City. The request to rezone the subject site to C-2 would remove the site's current legal non-conforming status and appropriately zone the convenience store, which is a permitted use in the C-2 zoning district. The purpose of the C-2 zoning is to accommodate development of commercial complexes providing goods and services to a community-wide trade area and be located so that primary driveways access arterial streets.

Future development of the site will be required to be in accordance with the uses and development standards as outlined in the C-2 section of the Zoning Ordinance. Specific requirements of the district will address

setbacks and other development standards that are intended to ensure high-quality aesthetics from the adjacent streets and continue to play a significant role in establishing the image to residents and visitors to this area of the City.

In addition to required compliance with the C-2 development standards, any development on the site will be expected to comply with the design requirements contained within the City's Design Manual for Commercial, Industrial, and Multi-Family Development. The Design Manual, for instance, contains specific provisions for commercial developments to create a common thematic material and color palette throughout the site.

The Fiesta Barn is a 2,500 square foot building that's located in the center of the 2.5-acre parcel. Access to the site is provided by one access point via El Mirage Road and multiple access points from Buckeye Road. In addition to the convenience store being a legal non-conforming use, the site was developed with no required site improvements such as landscaping, signage and other typical improvements associated with development. The building signage, including the existing "pole sign", does not meet current City requirements. There is sufficient parking on the site for the convenience store; however, the parking lot surface has not been resurfaced over the years and only a portion of the parking spaces have been striped. Upon approval of the rezoning request, the subject site and associated C-2 zoning development standards would be applicable for any future development, expansion on the site, or remodeling of the existing convenience store.

Staff recommends conditions of approval to ensure that the site's future development will comply with standard procedural requirements and meet or exceed the City's expectations.

DISCUSSION:

Findings:

Staff recommends approval of this Rezoning request for the following reasons:

1. The C-2 (Community Commercial) zoning district is in conformance with the Goals and Objectives of the General Plan.
2. The development standards of the C-2 (Community Commercial) zoning district and the City's Commercial, Industrial, and Multi-Family Design Manual will result in future development that is in conformance with the current standards.

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.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the Woo rezoning request.

RECOMMENDATION:

Staff recommends that City Council accept the findings of the Planning Commission and adopt the Ordinance approving Application PL-18-0262, a request to rezone approximately 2.5 acres of land to Community Commercial (C-2), subject to the following conditions of approval:

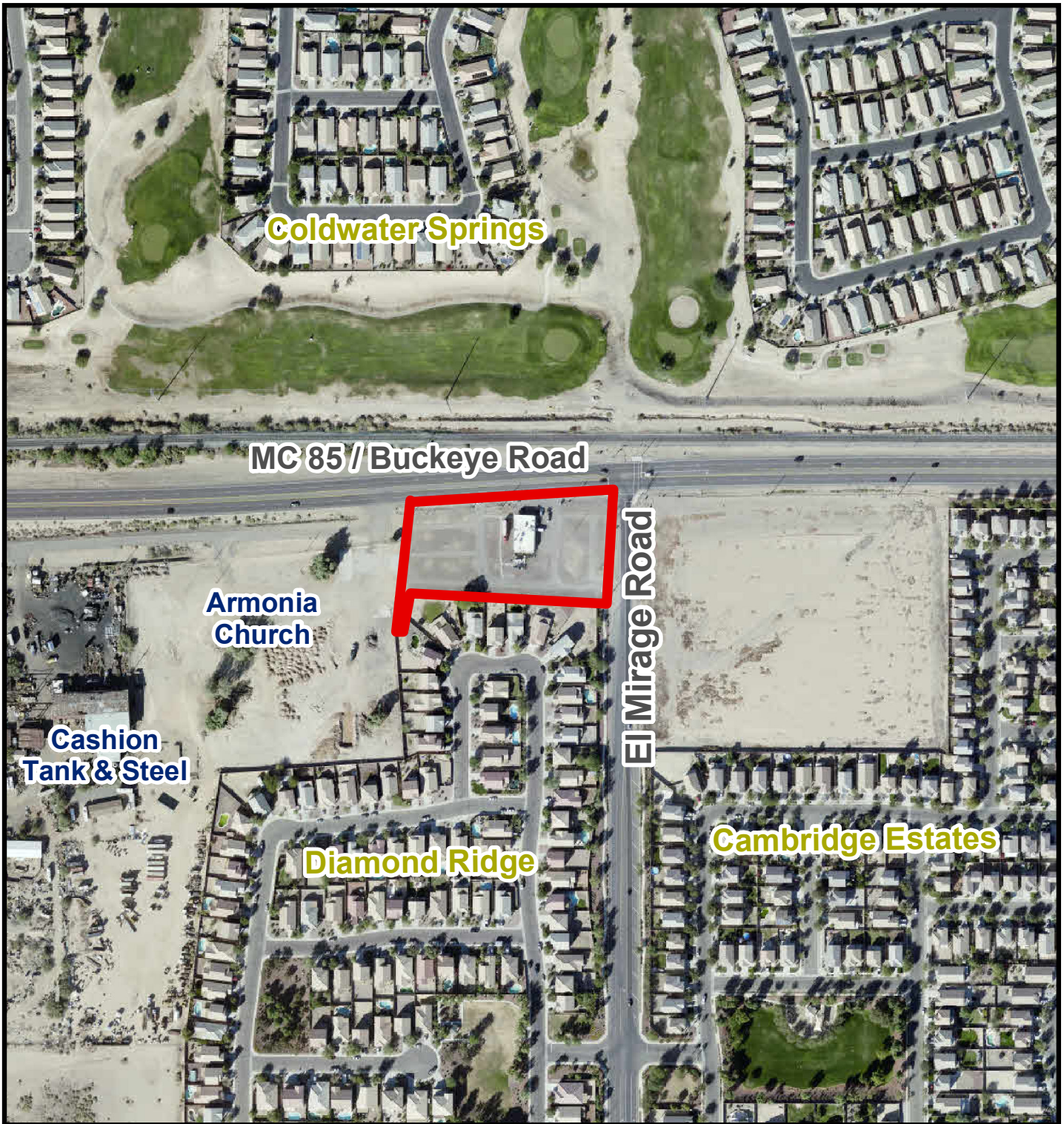
1. Development of the site shall be in substantial conformance with the "Woo Rezoning Narrative" dated December 17, 2018.
2. The owner/developer shall dedicate to the City of Avondale an additional 10-feet of half-street right-of-way adjacent to El Mirage Road.
3. All improvements specified in the "Woo Rezone Narrative" dated December 17, 2019 shall be completed prior to issuance of a certificate of occupancy or certificate of completion for any new building and or modification to existing building on the site.
4. Any improvements to the site shall require that the existing building be brought into conformance with

the provisions contained in Section 9 (Signs) of the Avondale Zoning Ordinance with the exception of the existing "Pole Sign" which may remain on site in its current location.

5. Development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
6. Development shall adhere to all applicable provisions of the Avondale Zoning Ordinance, City of Avondale Design Manual for Commercial, Industrial, and Multi-Family Residential Development.

PROPOSED MOTION:

I move that City Council accept the findings and ADOPT the Ordinance approving application PL-18-0262, a request to rezone approximately 2.5 acres of land from R1-6 (Single-Family Residential) to Community Commercial (C-2), subject to the six (6) conditions of approval.

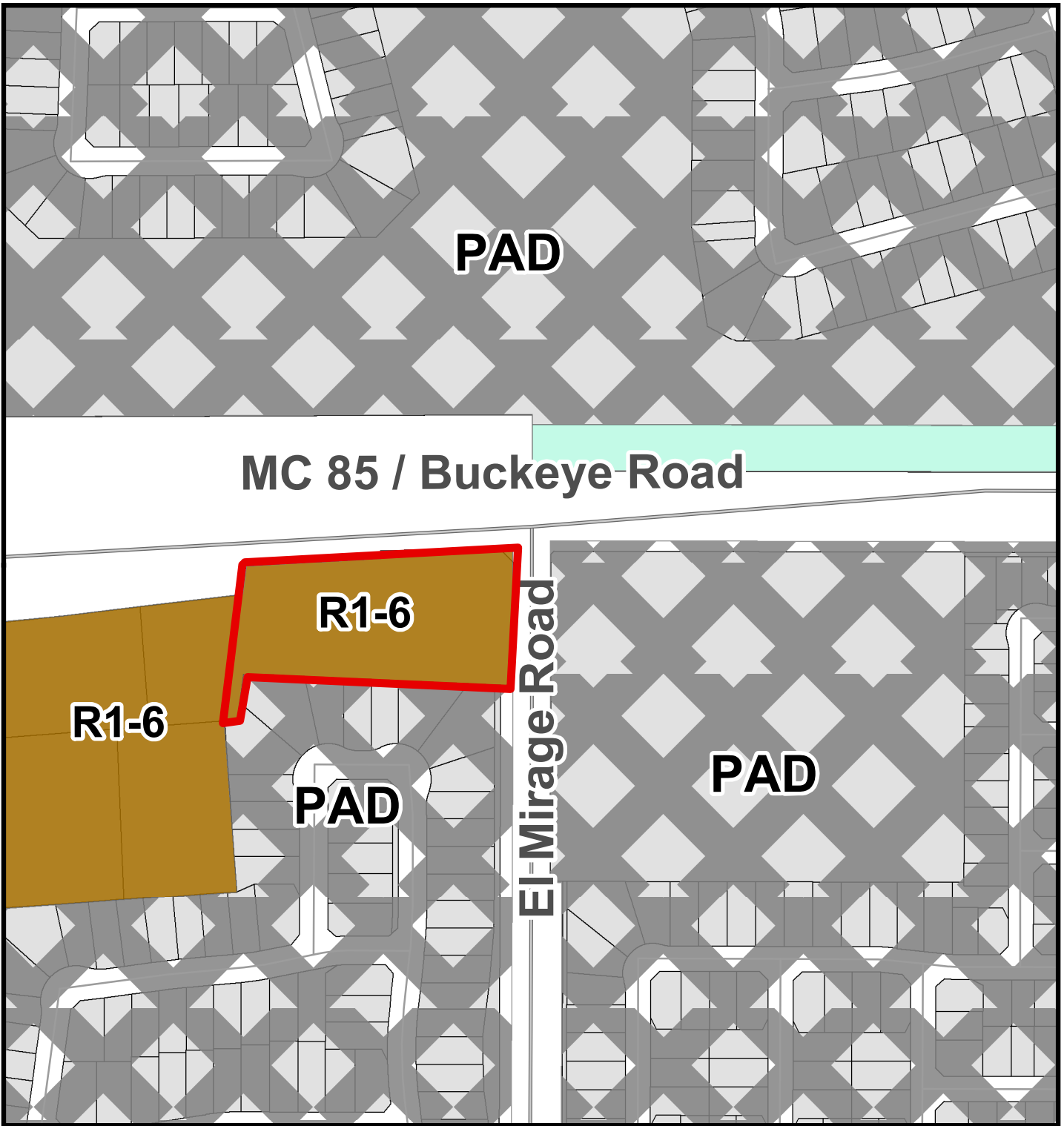


Aerial Photograph



 Subject Property



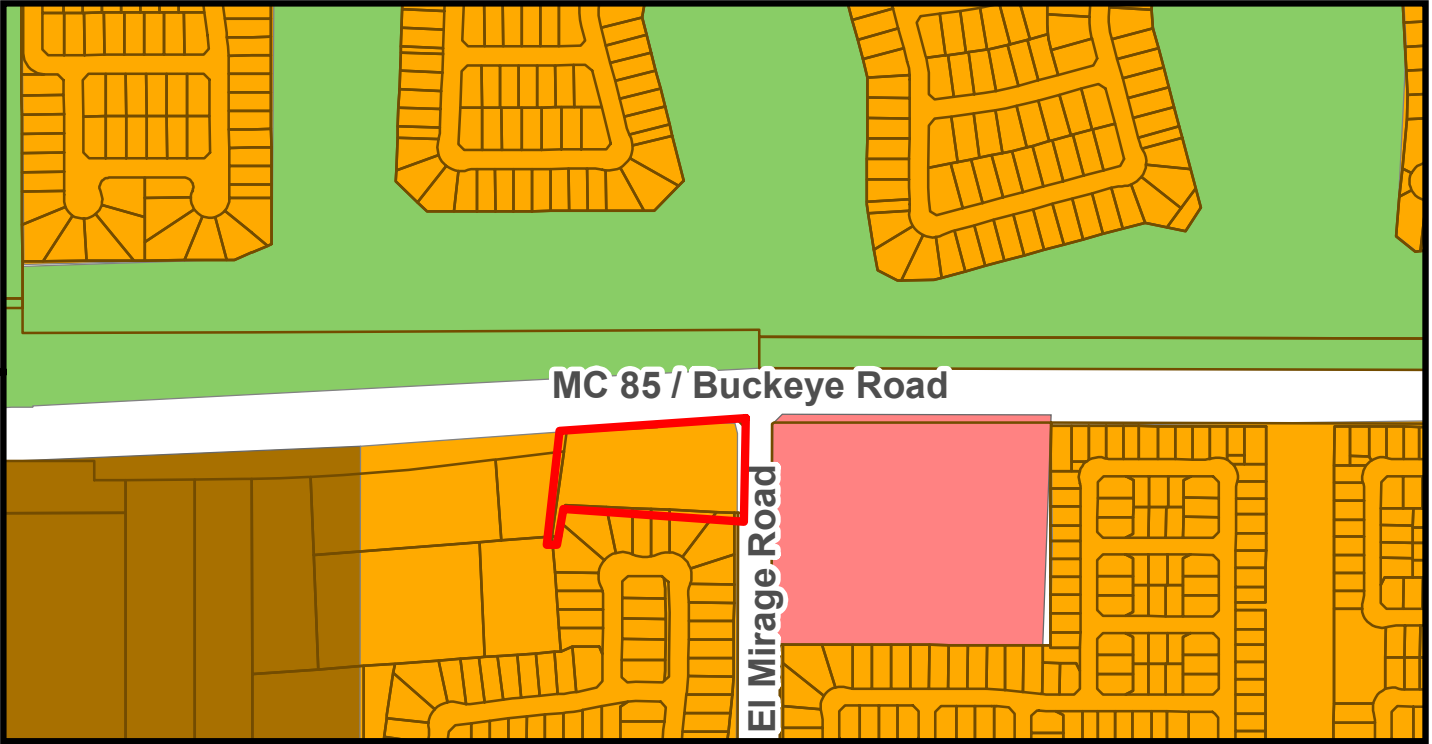


Zoning Vicinity Map

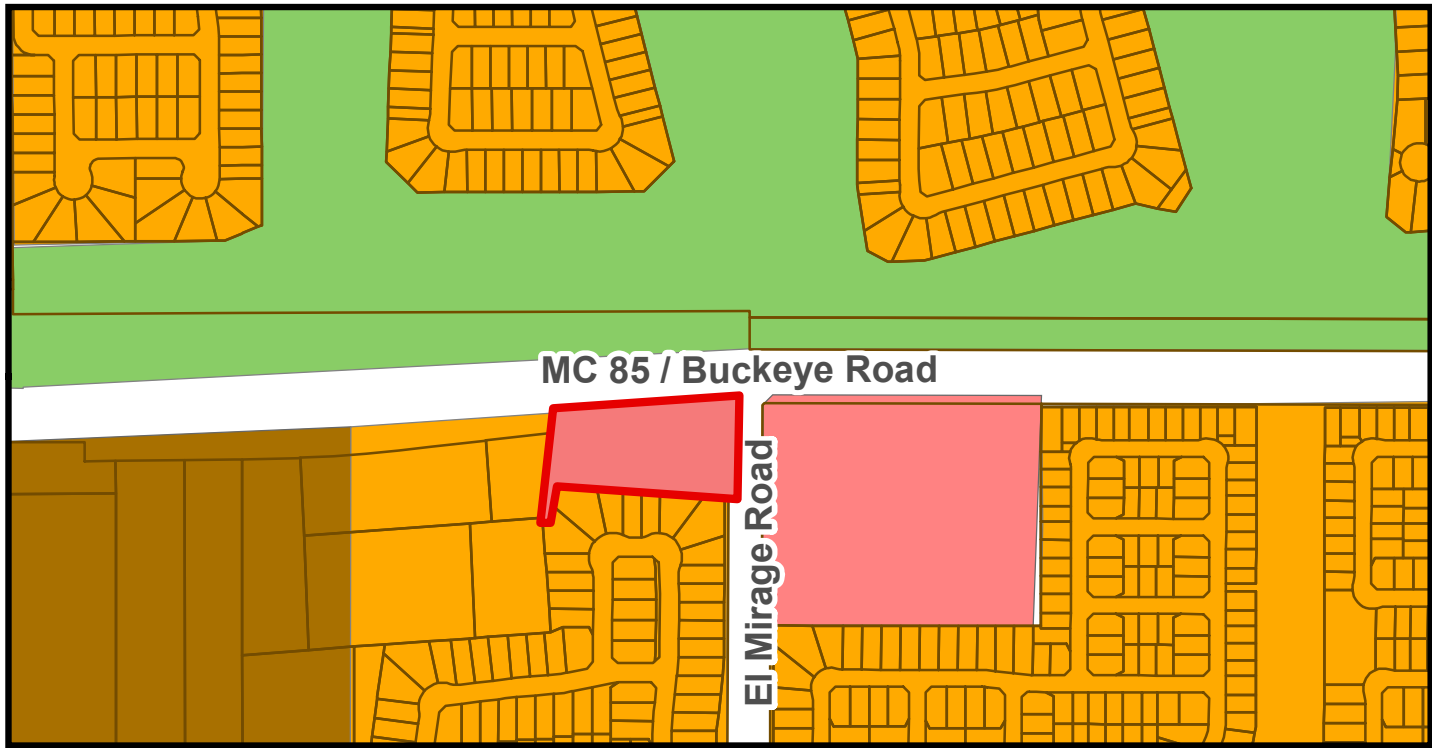


 Subject Property





CURRENT LAND USE MAP

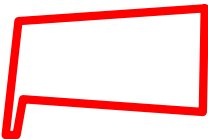


PROPOSED LAND USE MAP

General Plan Land Use Map



- | | |
|----------------------------|---------------------------------|
| Medium Density Residential | High Density Residential |
| Local Commercial | Medium/High Density Residential |
| Mixed Use | Public/Civic |
| Education | |
| Open Space | |



Subject Property

*SUMMARY OF RELATED FACTS
APPLICATIONS PL-18-0261 & PL-18-0262*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 2.5 acres
LOCATION	Southwest corner of Buckeye Road and El Mirage Road
PHYSICAL CHARACTERISTICS	One existing structure on the site (Fiesta Barn)
EXISTING LAND USE	Medium Density Residential
EXISTING ZONING	R1-6 Single-family Residential
JURISDICTION	Annexed into the City of Avondale in 1976, Ordinance No. 240

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Buckeye Road, then the southern portion of the Coldwater Springs residential subdivision zoned PAD.
EAST	El Mirage Road, then a vacant 14-acre commercial parcel that is a part of the Coldwater Springs Phase III residential subdivision zoned PAD.
WEST	Vacant undeveloped land Zoned R1-6 Single-Family Residential
SOUTH	Coldwater Phase III residential subdivision zoned PAD

<i>GENERAL PLAN</i>	
The subject property is designated as Medium Density Residential. The Medium Density Residential (MDR) General Plan designation allows for development of detached single-family residential uses at a suburban density of 2.5 to 4.0 dwelling units per acre.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school is the Littleton Elementary School, generally located at the northwest corner of Buckeye Road and Avondale Boulevard.
HIGH SCHOOL	La Joya Community High School

<i>STREETS</i>	
Buckeye Road (County Road)	
Classification	Major Arterial
Existing half street ROW	None
Standard half street ROW	65 feet
Existing half street improvements	2 travel lane
Standard half street improvements	2 travel lanes, ½ center turn lane, curb and gutter, sidewalks, street lights and landscaping.

Exhibit D

El Mirage Road	
Classification	Minor Arterial
Existing full street ROW	100 feet
Standard full street ROW	50 feet
Existing half street improvements	None
Standard half street improvements	1 travel lane in each direction, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.

<i>UTILITIES</i>
There currently is a 12” water line existing in El Mirage Road
There currently is a 36” sewer main existing in El Mirage Road.



Kenyon Architectural Studio

City of Avondale
Planning and Community Development Department
Application for Rezoning R1-6 to C-2

Project Narrative Woo Rezoning Application

12301 W BUCKEYE RD AVONDALE 85323
South West corner of MC-85 Buckeye Road and El Mirage Road

Application #: PL-18-0262
12/17/2018(REVISED)

For:
DONALD H WOO & GINGER WOO FAMILY LTD PTRS #1
2469 S GAUCHO ST, MESA, AZ 85202-7311

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Introduction

Ownership:

DONALD H WOO & GINGER WOO FAMILY LTD PTRS #1
2469 S Gaucho Street, Mesa, Arizona 85202-7311

Annexation:

Annexation to the City of Avondale (July 28, 1976 Ordinance 239)

Zoning/GP Designation:

R1-6/Medium Density Residential (MDR). Prior to annexation the property existed as commercial use. The current use remains unchanged since the annexation and currently is legal nonconforming. (See Exhibit A, Exhibit B and Exhibit C)

Current Conditions:

The Owner is making a request to rezone parcel 500-40-003A to Community Commercial District (C-2). The building is currently a Retail market space that serves the local community and has been on the site for 43 years. Additionally, the site is used as a farmer's market on weekends and has been used in that manner since the 1970's when the parcel was under the jurisdiction of the Maricopa County and prior to incorporation into the City of Avondale. It is the intention of the owner to upgrade the site. Currently the status of property is legal nonconforming. Currently there are no other buildings or landscaping. The perimeter of the property is fenced with a chain link fence. The premise for rezoning is to add improvements to the property. This request is to provide future commercial use at a later date within the C-2 Zoning requirements

Request

The owner is requesting rezoning from Single-family R1-6 to Community Commercial C-2. The reason for the request is to expand the use and bring the property into conformance. There are two further submittals under separate application MLD (PL-18-0263) and MGPA-(PL-18-0261)

Development Standards

Meets all C-2 requirements: See Exhibit D Site Plan

Development Standards Table from Section 3-306 of Zoning Ordinance					
	R-0	C-0	C-1	C-2	C-3
Minimum Lot Width	45'	60'	None	None	None
Minimum Site Width	100'	100'	None	None	None
Maximum Lot Coverage	35%	35%	None	None	None
Maximum Building Height	30'	30'	30'	30'	40'
Front Setback	20'	20'	20'	20'	20'
Street Setback	20'	20'	20'	20'	20'
Rear Setback	20'	20'	20'	20'	20'
Side Setback	20'	15'	15'	15'	20'
Parking Setback	10'	20'	30'	30'	30'
Interior Setback	15'	15'	None	None	None
Setback from a Residential District or Use *	1' per 1' bldg. height	1' per 1' bldg. height	1' per 1' bldg. height	50'	100'
Parking Setback from Residential District or Use*	25'	25'	25'	25'	25'
Maximum Accessory Structure Height	15'	15'	15'	15'	15'

Access

MC-85/El Mirage/Shared Parking

Roadway Functional Classification: The property is located on the SW Corner of MC-85 Buckeye Road and El Mirage

MC-85 Buckeye Road: Arterial (4 Lane)

El Mirage Road: Collector (2 Lane)

The "Avondale General Plan 2030" shows a proposed transit line along Buckeye Road-MC 85 on the North side of the property.

Parking and Design: Immediate parking is available to existing Retail Store – Fiesta Barn Market and Western Union

Landscape

Existing Conditions: Currently no landscaping is in place (See Exhibit E)

Proposed improvements if any: The project will meet Avondale City's design standards and streetscape guidelines. The intended project will add an aesthetically appealing look to the currently outdated retail building with contemporary materials and renewed landscape thereby improving the visual appeal along MC-85 Buckeye Road and El Mirage. Site circulation, main parking, landscaping will all be new construction which contributes to added value for the surrounding commercial and neighborhood community. The proposed rezoning request will make no changes to pedestrian or vehicle access or flow. The project will only contribute to fulfilling the stated goals of the City of Avondale. (See Exhibit F)

Signage

Existing Conditions and Proposed Improvements

Existing signage is nonconforming. Proposed improvements include bringing all signage in compliance with current city signage ordinances.(See Exhibit G)

Summary/Justification

The proposed rezoning request will bring the property from a legal nonconforming to conforming status. The project will only contribute to fulfilling the stated goals of the City of Avondale. This project will have no negative impacts on the district or its neighbors. There are no unusual characteristics to this project that should restrict this Use Permit request.

Purposes of the Community Commercial (C-2) zoning district Section 302.d

D. Community Commercial District (C-2). The purpose of the Community Commercial (C-2) district is to accommodate development of commercial complexes providing goods and services to a community-wide trade area.

1. Encourage commercial centers that are planned, developed and managed as integrated complexes with individual users.

The Community Commercial (C-2) zoning will allow for medical, office and retail development that would be accessible for residential districts in the immediate vicinity of the property.

2. Be located so that primary driveways access arterial streets.

The Property meets this requirement with primary access along MC85 Buckeye Road on the north and El Mirage to the east.

3. Include users with a building square footage up to two hundred thousand (200,000) gross building square feet.

The current retail space on the property is 3,360 sqft. and does not exceed the 200,000 gross building square footage maximum for the C-2 zoning.

4. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

Rezoning the property will change the current status from legal nonconforming to legal conforming to applicable zoning requirements applied. This request will improve the property with required landscaping, additional approved development and improved goods and service to the community.

Exhibits

Exhibit A: Vicinity Map

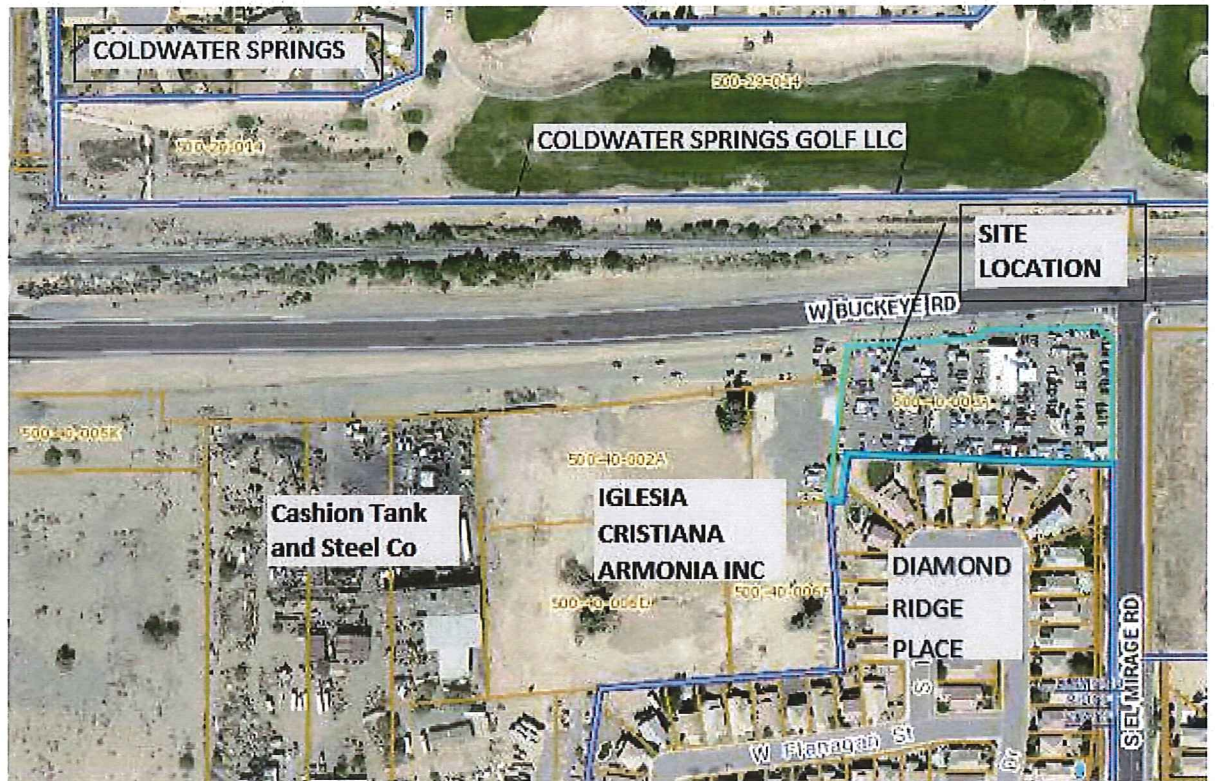


Exhibit B: General Plan Map

Exhibit B: General Plan Map

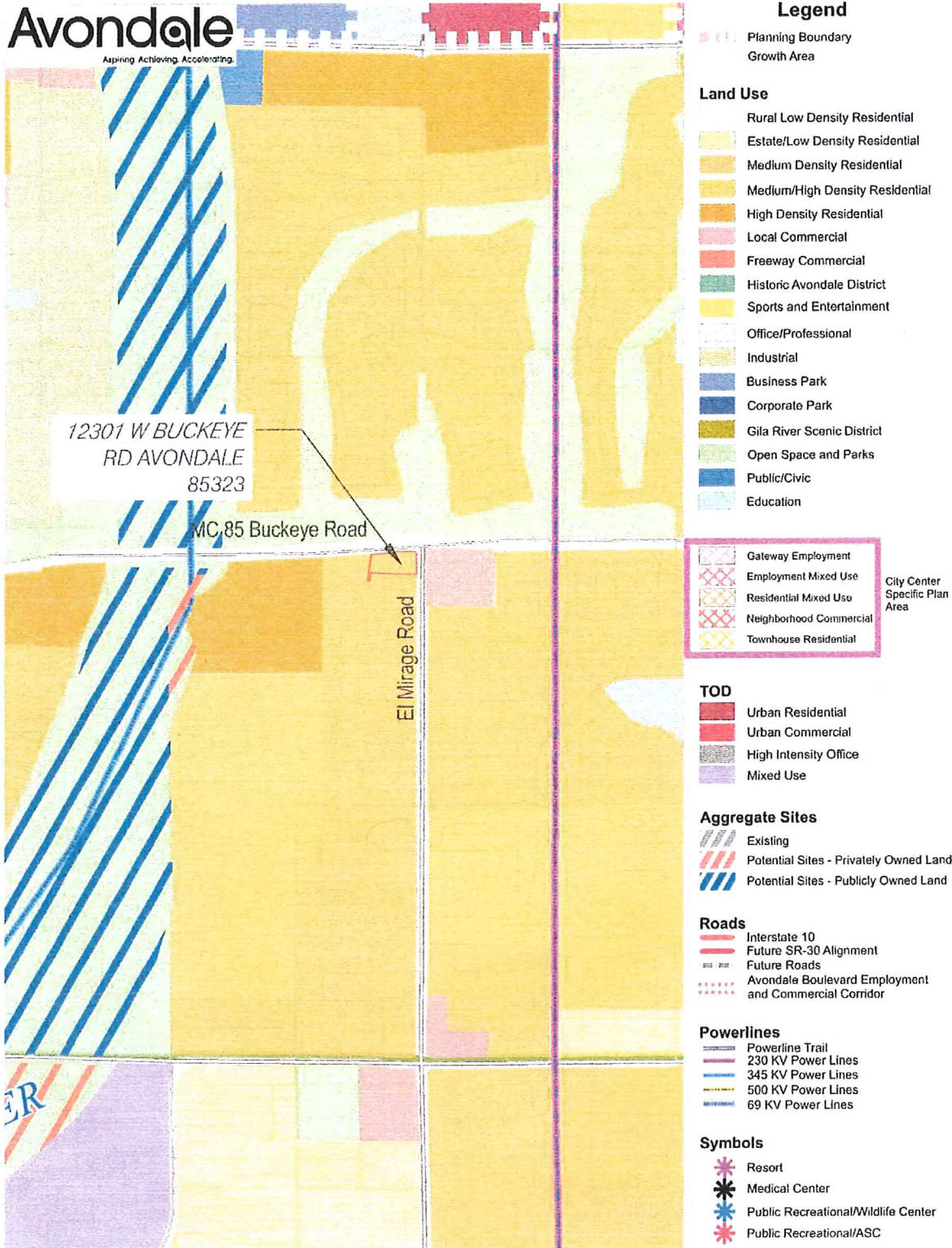


Exhibit C: Zoning Map

Zoning

- COUNTY
- AG
- RR-43
- R1-35
- RR-18
- R1-6
- R-3
- R-4
- MH
- C-0
- C-1
- C-2
- C-3
- CBD
- OTAB
- CP
- A-1
- PAD
- CCD
- MSER
- SUD

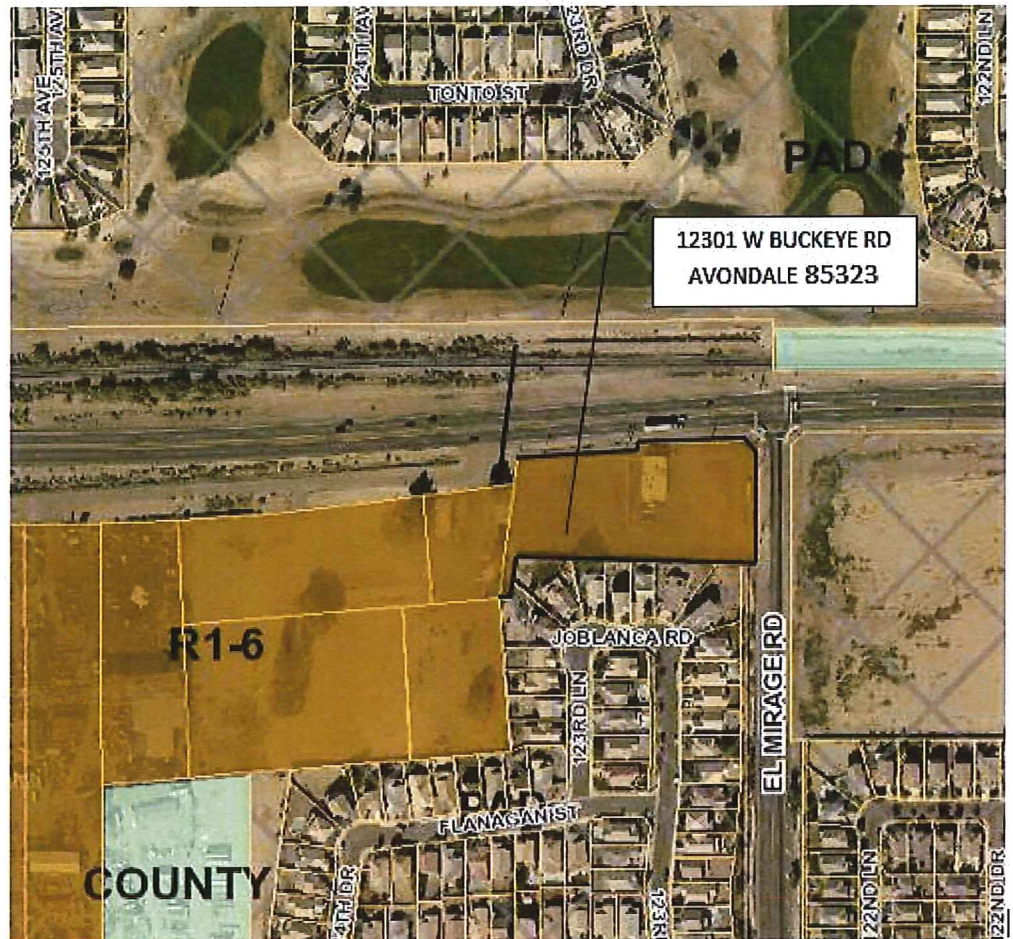


Exhibit D: Site Plan

Exhibit E: Existing Landscape Conditions



Exhibit F: Color LS Plan

Exhibit G: Existing Signage

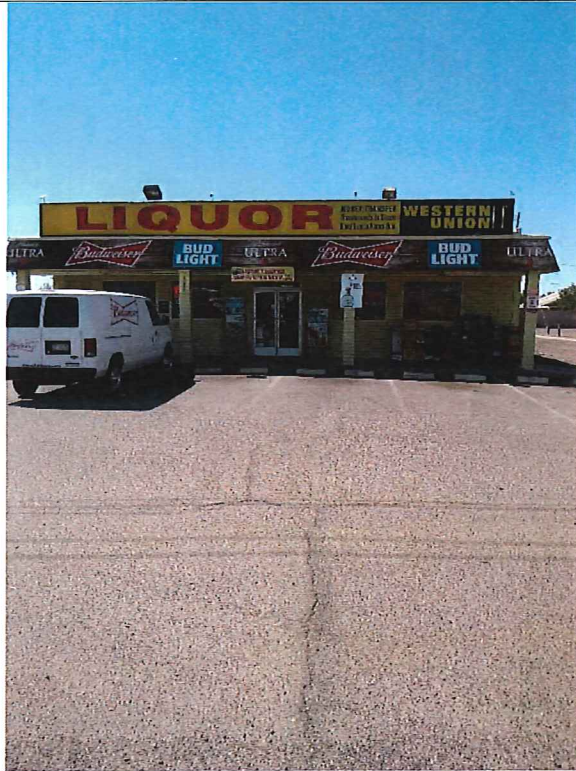


Exhibit F

Woo Property
General Plan Amendment
&
Rezone

Neighborhood Meeting Summary

January 29, 2019



PUBLIC MEETING SIGN-UP FORM

Project: Woo Rezoning, MLD General Plan Amendment
12301 W. Buckeye Rd Avondale AZ 85323

Projects #: PL-18-0261, PL-18-0262 and PL-18-0263

Reference Neighborhood Meeting

Date: 29 January 2019

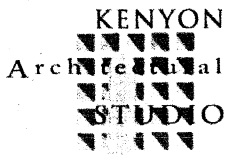
NAME	AFFILIATION	PHONE	SIGNATURE
1. David H Kenyon	KAS architect	480 695-8602 dlkarchitect@gmail.com	
2. Michael Talbot	KAS	Kastudio82@gmail.com	
3. Rick Williams	City Planner	623.333.4018 rmwilliams@avondale.org	
4. George [REDACTED]	Citizen	[REDACTED]	
5. Jenn [REDACTED]	Citizen		
6. Ivan [REDACTED]	citizen		
7. Rod [REDACTED]	"		
8.			
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By:
Pages:
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29 January 2019

KENYON ARCHITECTURAL STUDIO

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PUBLIC MEETING SIGN-UP FORM

Project: Woo Rezoning, MLD General Plan Amendment
12301 W. Buckeye Rd Avondale AZ 85323

Projects #: PL-18-0261, PL-18-0262 and PL-18-0263

Reference Neighborhood Meeting

Date: 29 January 2019

NAME	AFFILIATION	PHONE	SIGNATURE
1. David H Kenyon	KAS architect	480 695-8602 dlkarchitect@gmail.com	
2. Michael Talbot	KAS	Kastudio82@gmail.com	
3. Rick Williams	City Planner	623.333.4018 rmwilliams@avondale.org	
4. Pat [REDACTED]	City of Avondale	pdennis@avondale.org	[REDACTED]
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29 January 2019

KENYON ARCHITECTURAL STUDIO

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PUBLIC MEETING NARRATIVE REPORT

Date: 30 January 2019

Project: Woo Rezoning (App # PL-18-0261)
Minor Land Division (App # PL-18-0262)
General Plan Amendment (App # PL-18-0263)
12301 W. Buckeye Rd Avondale AZ 85323

Reference: Neighborhood Meeting January 29, 2019

Dear Mr. Williams:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the Rezoning application for the approximately 2.48-acre site located at the southwest corner of Buckeye Road and El Mirage Road, Avondale, AZ (Case number PL-18-0261). The meeting was held as follows:

*January 29, 2019
6:00pm (start time)
Avondale Civic Center Library
11350 W. Civic Center
Avondale, Arizona 85323*

The neighborhood meeting hosted by Kenyon Architectural Studio to review the proposed applications and answer any questions regarding the project. Additionally, a PowerPoint presentation displaying the current site plan, aerial map, and development plan were available to participants. Full size site plans were also available for participants to review.

Several (5) members of the community in attendance (sign-in sheet attached). There were two residents from the neighborhood adjacent to the Property to the North, One member from the City of Avondale City Council and a married couple who did not identify the location of where they resided. David Kenyon (Architect) with, Michael Talbot from Kenyon Architectural Studio in attendance to answer any questions regarding the proposed rezoning. The attendees had questions regarding landscaping, traffic and parking for the Saturday/Sunday market, ascetics of the existing building and pest control.

Landscaping:

- Attendees were shown the landscaping along Buckeye Road that would be required as shown on the Site Development Plan A0.2

Traffic and Parking for the Saturday/Sunday Market

- Discussion on traffic and parking were raised by several attendees

- Options explored that included moving vendors to the east side of the property and thereby opening parking on the west side of the property. This would eliminate traffic exiting and entering the property on and off El Mirage. Another option is to request parking space on the vacant lot adjacent on the west side of the Property (with proper approved dust control measures). Such a request could be pursued with the current owners of the vacant lot. Another option is to close off El Mirage allowing traffic only for market vendors to exit the site. A traffic lane would remain open for fire truck access.
- While attendees expressed issues of parking and traffic, general support for the market was expressed and seen as a cultural characteristic of the area that has been present since the early 1970's.

Ascetics of the Property

- Everyone in attendance raised the question of improving the aspects' of the building and property in general as it currently exists. The Applicant/Owner/Tenant does acknowledge the need to improve the overall appearance of the property and will bring the property into compliance with respect to required landscaping, signage and painting of the existing building. One suggestion is to use slurry paving for parking around the store and striping the lot.

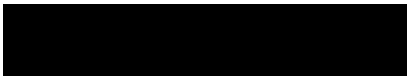
Pest Control

- One resident living immediately south of the Property expressed concern of vermin that may be coming from the property. Kenyon Architectural Studio contacted the residents the next day and given the City of Avondale Code Enforcement telephone number as well as the web link to the City of Avondale Online Complaint Form. The Applicant/Owner of the Property and Tenant were also contacted and all agreed to contact the appropriate pest control company to investigate and address the raised concern.

The Applicant contacted each of the attendees via email January 30, 2019 and provided again with contact information, current site and development plans. Overall, it was a positive meeting and there was a general feeling that the rezoning would help address the current issues that are stated. The Property has had in the past and continues to have a significant positive impact for local and greater Avondale residents with the Market hosted each weekend.

I would be happy to answer and further questions that you may have regarding this meeting. You may reach me at 480-695-8602 of kastudio82@gmail.com.

Sincerely



David II Kenyon

architect

Attachments: 2

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

Thursday, February 21, 2019
6:00 P.M.

I. **CALL TO ORDER**

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

II. **ROLL CALL**

The following members and representatives were present:

COMMISSIONERS PRESENT

Lisa Amos, Vice Chair
Christopher Thompson, Commissioner
Denise Stanfield, Commissioner
David Iwanski, Commissioner
Linda Warren, Commissioner

ABSENCE EXCUSED

Russell Van Leuven, Chair

ABSENCE UNEXCUSED

Lisa Osborne, Commissioner

CITY STAFF PRESENT

Jodie Novak, Planning Manager
Rick Williams, Senior Planner
Byron Easton, Senior Planner
Nicholle Harris, City Attorney

III. **OPENING STATEMENT**

Vice Chair Amos read the Opening Statement.

IV. APPROVAL OF MINUTES

Vice Chair Amos invited a motion to approve the minutes. Commissioner Thompson moved to accept the minutes from the January 17, 2019 regular meeting as presented. Commissioner Warren seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

V. PUBLIC HEARING ITEMS:

a. PL-18-0261 Woo Minor General Plan Amendment

A request by Mr. David Kenyon with Kenyon Architectural Studios for a Minor General Plan Amendment on approximately 2.5 acres located on the southwest corner of El Mirage Road and Buckeye Road. The Minor General Plan Amendment request is from Medium Density Residential to Local Commercial land use. Staff contact: Rick Williams

Rick Williams, Senior Planner, stated that there were two applications before the Commission, but he would combine them into one presentation, even though the two related matters would require separate motions. Mr. Williams stated that the first request was to amend the 2030 General Plan for approximately 2.5 acres of land from Medium Density Residential to Local Commercial land use. The second application, (Item b), would subsequently rezone the 2.5 acres of land from R-16 Single Family Residential to C-2 Community Commercial.

Mr. Williams displayed a map showing the 2.5 acres, with Coldwater Springs Phase I to the north, across Buckeye Road and future phases of Coldwater Springs. Diamond Ridge is immediately south and Cambridge Estates south and east of the 2.5 acres. He pointed out 14 acres of undeveloped CT Commercial Land, part of the Coldwater Springs PAD, with the Armonia Church property to the west, as well as Cashion Tank and Steel a little farther west. Mr. Williams discussed the planning and zoning exhibit, with the planned area containing the 2.5 acres, all of which is currently zoned as R-16 Single Family Residential, as is the church property, and Cashion Tank and Steel.

Mr. Williams provided a brief history and background on the subject site, which was annexed in 1976, then zoned R1-6 Single Family Residential between 1980 and 1990, even though the Fiesta Barn and Convenience Store was located on the site in 1976. He noted that the site is now considered Medium High Density designation on the General Plan Use map. He added that made the Fiesta Barn and Convenience Store technically illegal to operate on the site, and that it is also the site of a Saturday and Sunday swap meet, from about 8:00 a.m. to

12:00 p.m. on both days, also an illegal use under the current zoning. He added that the impetus behind the two applications this evening were the Fiesta Barn. The owners are looking to improve their site and add a drive-through to the building and make some site improvements, which could only be done after conformance with the General Plan, and changing the zoning to Commercial.

Mr. Williams presented two maps, one with the current General Plan Land Use map on the top, specific to the first application (Item a), with the subject site outlined in red. He noted this area did hold a Medium Density Residential use attached. He then pointed out that the lower half of the map, which was the 2.5 acres under discussion, would be amended from Medium Density Residential to Local Commercial (C-2) use.

Mr. Williams stated that the second part of the application was to rezoning from R1-6 to C2 Commercial use; he noted the conceptual site plan shown depicted its current standing, and the request to improve the site was addressed in the staff report this evening, and would ensure that not only future development but any improvement or expansion to the site would realize those shown, including but not limited to: installing landscape along Buckeye Road, a County road recently improved with curb, gutter and sidewalk. Any improvements would also include building façade improvements such as painting; signage would be brought to conformance with minimum sign code pursuant to Section 9 of the Zoning Ordinance. The parking lot would be resurfaced and restriped. Mr. Williams said that installation of the drive-through for the convenience store would require a conditional use permit, which would require future consideration by the Commission.

Mr. Williams stated that the typical C-2 development standards were included in this presentation, and highlighted those, which had to do with side, front and rear setbacks, building height and general information. Mr. Williams said that in staff's opinion, rezoning of the 2.5 acres is in line with the 2030 General Plan by bringing the existing use of the convenience store into conformance, although the weekend swap meet would still be an illegal non-conforming use. He added that, more specifically, the change in zoning would provide standards and structure for future development, as well as any site improvements that would occur with the convenience store and bring a much-needed aesthetic improvement to the site.

Mr. Williams stated that all required notifications were completed and published. He added that the neighbourhood meeting was conducted on January 29, 2019, at the Avondale Civic Center Library, with five attendees. Overall support for the project was evident, especially for improvements to the convenience store. Mr. Williams noted that there had been a couple of concerns regarding traffic congestion for the weekend swap meet. Staff is currently working with the owner of the property and a simple solution is possible. He stated there were three visitors through the social media site aVOICE, however, no comments were left. Mr. Williams stated that earlier this week, he had received an email from an out-of-state property owner asking for clarification on what the applications were about, to which he responded, but had no further correspondence after that.

Mr. Williams concluded by stating that it was staff's recommendation that the Planning Commission approve the minor General Plan Amendment this evening, as well as the rezoning of the 2.5 acres to Community Commercial, subject to the recommended conditions of

approval contained in the staff report. He added that he would happy to answer any questions and noted that the owner's applicant was present.

Vice Chair Amos asked if there were any questions and Commissioner Warren asked about possible congestion from the drive-through at the convenience store. Mr. Williams responded that would require application for both a conditional use permit and a site plan application. Based on the traffic engineer's feedback, this may require a traffic statement or possibly a full-blown traffic analysis. Mr. Williams added that either way, specific queueing requirements would have to be met, and he emphasized that the material presented is a conceptual site plan. Once the conditional use permit and the site plan were submitted, they would be fully vetted by the Traffic Engineer and the Engineering Department, as well as Planning staff.

Vice Chair Amos asked what the plan was for relieving congestion for the swap meet, and how the swap meet and drive-through would coexist. Mr. Williams said that a critical portion of the conditional use permit is that stipulations could be attached regarding hours of drive-through operation, and delivery and drop-off hours. He added that the drive-through hours of use would be limited by the conditional use permit in the most optimal way for the two to coexist. Mr. Williams noted that the report showed there is no off-street parking along El Mirage Road, and this restriction is apparently being followed, according to the aerial picture. Another important fact is that all the vendors are on the west side of the property while the parking is all on the east side. Residents from the east and south have indicated that traffic build-up occurs when vehicles exiting the swap meet encounter traffic volume on El Mirage Road. Mr. Williams said the idea is to shut off that access except in emergency and move all the vendors to the east side of the property, which will force all parking to the west side, provide sufficient access for full movement out of the area, and should relieve the congestion going out on to El Mirage Road.

Mr. Williams noted that there would be some higher volume of cars existing once the swap meet ended and vendors were heading out of the area. At that point, vendors would be able to leave in each direction. Staff believes that this plan would address the situation.

Commissioner Amos pointed out that a housing development is coming in to the south, and traffic flow at that intersection should also be considered. Mr. Williams stated that there is a City CIP project to widen that intersection and put a right turn lane onto eastbound Buckeye Road, which would also help to relieve congestion at the swap meet site. As part of the rezoning, the City is asking additional dedication from the property owner to facilitate that CIP project. The date is currently unknown, but staff is gearing up for it. Commissioner Warren pointed out that traffic there would also be partly the responsibility of the adjacent owner, and Mr. Williams stated that the matter is being considered by the City because it is an important issue and needs to be addressed.

At Vice Chair Amos's invitation, the Applicant, Michael Talbot, addressed the Commission. He said that he represented Kenyon Architectural Studio, and that David Kenyon is the working architect for the project. Mr. Talbot is also representing Mr. Kenyon this evening. He thanked the City and the Commission for consideration of the project, as well as the citizens of Avondale who came to the public meeting and noted that Kenyon Architectural Studio has been quick to address any citizen concerns. He added that Mr. Williams was also certainly

helpful as well. Mr. Kenyon noted that the owner is very interested in bringing the project to completion, in terms of bringing the building to a better standard for viewing and for use, and to include landscaping. He added the owner is committed to hearing any issues and is very supportive of the project.

Commissioner Iwanski thanked Mr. Talbot and his project team for their work, and their willingness to work with staff and move vendors to the east side of the property to relieve traffic flow. He noted that kind of willingness in these types of projects is much appreciated.

Vice Chair Amos also thanked Mr. Talbot and the owner, stating that she lived immediately to the south of the site, and noted that the traffic can be hair-raising.

Vice Chair Amos opened the public hearing.

Ivan Caballero stated that he was a homeowner behind the Fiesta Barn, and his only problem is mainly the rat problem created by the trash can. He said that he had pictures of the rats at the site, and he also had a picture of a rat in his back yard. He would like the problem fixed.

Mr. Williams updated the situation, stating that Mr. Caballero shared this at the recent public meeting. Since then the tenant of the convenience store, and Mr. Woo, the owner, were contacted, and it was found that the convenience store already had a pest control system in place. After the contact, the vendor was sent back out to update all the traps, and other control measures offered, to bring the situation into standard conformance, but he was not aware if that had changed anything.

Ms. Jodie Novak, Planning Manager, stated that it would be good to obtain Mr. Caballero's phone number, so they could contact him in efforts to reach out to the property owner of the convenience store and facilitate a remedy. Mr. Caballero stated that he had spoken with Mr. Woo who stated he would move the Dumpster to another area. He added that the pictures that he had taken right after the January public meeting did not show any rat traps around the property. Ms. Novak stated that staff would reach out and get an update on the situation and then follow up with Mr. Caballero.

Vice Chair Amos thanked Mr. Caballero for bringing the matter to the Commission's attention again.

Mr. Talbot added that he lives south of the Arcadia District, and when Mr. Caballero had expressed concern at the public meeting, the morning after the meeting, he had emailed the City of Avondale about the issue, and had also contacted Mr. Woo that same morning, who had indicated that he would follow up.

Ms. Novak stated the rat issue is a Code Enforcement issue and would be pursued, but the matter before the Commission is separate from that.

Upon acknowledging no further requests to speak, Vice Chair Amos closed the public hearing.

Vice Chair Amos invited a motion. Commissioner Iwanski moved to approve the Application PL-18-0261, Woo Minor General Plan Amendment as presented. Commissioner Warren seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

b. PL-18-0262 Woo Rezoning

A request by Mr. David Kenyon with Kenyon Architectural Studios to Rezone approximately 2.5 acres located on the southwest corner of El Mirage Road and Buckeye Road. The Rezoning request is from Single-Family Residential (R1-6) to Community Commercial (C-2). Staff contact: Rick Williams

Vice Chair Amos opened the public hearing. Upon acknowledging no requests to speak, Vice Chair Amos closed the public hearing.

Vice Chair Amos invited a motion. Commissioner Thompson moved to approve Application PL-18-0262 Woo Rezoning 2.5 acres of land from R1-6 to C2, subject to six conditions of approval. Commissioner Stanfield seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

VI. COMMISSION COMMENTS AND SUGGESTIONS

None.

VII. OTHER BUSINESS

None.

VIII. PLANNING STAFF REPORT

None.

IX. CALENDAR

Vice Chair Amos stated that next scheduled meeting is March 21, 2019.

X. ADJOURNMENT

Vice Chair Amos entertained a motion to adjourn the regular meeting. Commissioner Iwanski moved to adjourn. Commissioner Stanfield seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Absent
Lisa Amos	Aye
Christopher Thompson	Aye
Denise Stanfield	Aye
David Iwanski	Aye
Linda Warren	Aye
Lisa Osborne	Absent

The motion was approved 5 to 0.

With no further business, the meeting concluded at approximately 6:38 P.M.

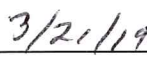
FOR SPECIAL ACCOMMODATIONS

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 meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta.



Staff Signature



Date

ORDINANCE NO. 1688-319

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 2.48 GROSS ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF BUCKEYE ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-18-0262, FROM URBAN RESIDENTIAL ZONING DISTRICT (R1-6) TO COMMUNITY COMMERCIAL ZONING DISTRICT (C-2).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for ±2.48 gross acres generally located at the southwest corner of Buckeye Road and El Mirage Road, as shown in application PL-18-0262, from Urban Residential Zoning District (R1-6) to Community Commercial Zoning District (C-2) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on February 21, 2019, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance.

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

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

SECTION 2. The Zoning Atlas Amendment is hereby approved for ±2.48 gross acres generally located on the southwest corner of Buckeye Road and El Mirage Road, as more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations and the following stipulations:

1. Development of the site shall be in substantial conformance with the “Woo Rezoning Narrative” dated December 17, 2018.

2. The owner/developer shall dedicate to the City of Avondale an additional 10-feet of half-street right-of-way adjacent to El Mirage Road.
3. All improvements specified in the “Woo Rezone Narrative” dated December 17, 2018 shall be completed prior to issuance of any certificate of occupancy or certificate of completion for any new building and or modification to existing building on the site.
4. Any improvements to the site shall require that the existing building be brought into conformance with the provisions contained in Section 9 (Signs) of the Avondale Zoning Ordinance, with the exception of the existing “Pole Sign” which may remain on site in its current location.

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

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 25, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1688-319

[Legal Description]

See following pages.

EXHIBIT "A"

THAT PART OF THE NORTHEAST QUARTER (PART OF FARM UNIT "B"), SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE COURSES GIVEN BEING TRUE COURSES BASED ON RECORDS OF THE ARIZONA STATE HIGHWAY DEPARTMENT AND ON WHICH BASIS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14 BEARS NORTH 0 DEGREES 02 MINUTES EAST, TO-WIT:

FROM THE NORTHEAST CORNER OF SAID SECTION 14, RUN SOUTH 0 DEGREES 02 MINUTES WEST ALONG THE SECTION LINE 64.90 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES WEST 33.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND THE NORTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE STATE HIGHWAY AND THE WEST LINE OF A COUNTY ROAD;

THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 89 DEGREES 41 MINUTES WEST ALONG THE STATE HIGHWAY RIGHT-OF-WAY LINE 36.70 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE 198.25 FEET;

THENCE SOUTH 2 DEGREES 19 MINUTES EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE 50.00 FEET;

THENCE SOUTH 85 DEGREES 41 MINUTES WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE 196.45 FEET;

THENCE SOUTH 85 DEGREES 41 MINUTES WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET;

THENCE SOUTH 7 DEGREES 49 MINUTES WEST 275.88 FEET;

THENCE SOUTH 87 DEGREES 36 MINUTES EAST 22.50 FEET;

THENCE NORTH 7 DEGREES 49 MINUTES EAST 84.00 FEET;

THENCE SOUTH 87 DEGREES 36 MINUTES EAST 472.89 FEET TO A POINT ON THE WEST LINE OF AFOREMENTIONED COUNTY ROAD, SAID WEST LINE BEING 33.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 0 DEGREES 02 MINUTES EAST ALONG THE WEST LINE OF SAID COUNTY ROAD 279.97 FEET TO THE POINT OF BEGINNING;

EXCEPT THEREFROM THE FOLLOWING DESCRIBED CONVEYED TO THE STATE OF ARIZONA IN [DOCKET 14616, PAGE 209](#), RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4,NE1/4) OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA

COUNTY, ARIZONA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE SOUTH 0 DEGREES 04 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 98.94 FEET;

THENCE SOUTH 88 DEGREES 09 MINUTES 51 SECONDS WEST 33.02 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF 123RD AVENUE (EL MIRAGE ROAD), THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 09 MINUTES 51 SECONDS WEST 231.49 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 85 (BUCKEYE-PHOENIX HIGHWAY);

THENCE NORTH 2 DEGREES 26 MINUTES 30 SECONDS WEST (NORTH 2 DEGREES 19 MINUTES WEST RECORDED) ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 36.71 FEET;

THENCE NORTH 88 DEGREES 32 MINUTES 45 SECONDS EAST (NORTH 88 DEGREES 41 MINUTES EAST RECORDED) CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 198.53 FEET (198.25 FEET RECORDED;)

THENCE NORTH 88 DEGREES 33 MINUTES 15 SECONDS EAST (NORTH 89 DEGREES 41 MINUTES EAST RECORDED) CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 34.42 FEET (36.70 FEET RECORDED) TO THE POINT OF INTERSECTION WITH THE AFORESAID WESTERLY RIGHT OF WAY LINE OF 123RD AVENUE;

THENCE SOUTH 0 DEGREES 04 MINUTES 59 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 34.97 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED MARICOPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA IN WARRANTY DEED RECORDED IN [2006-1550179](#) OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP ONE (1) NORTH, RANGE ONE (1) WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS WEST (BASES OF BEARING ACCORDING TO [DOCKET 11395, PAGE 163](#) OF MARICOPA COUNTY), A DISTANCE OF 102.50 FEET ALONG THE EAST LINE OF SAID SECTION;

THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.00 FEET;

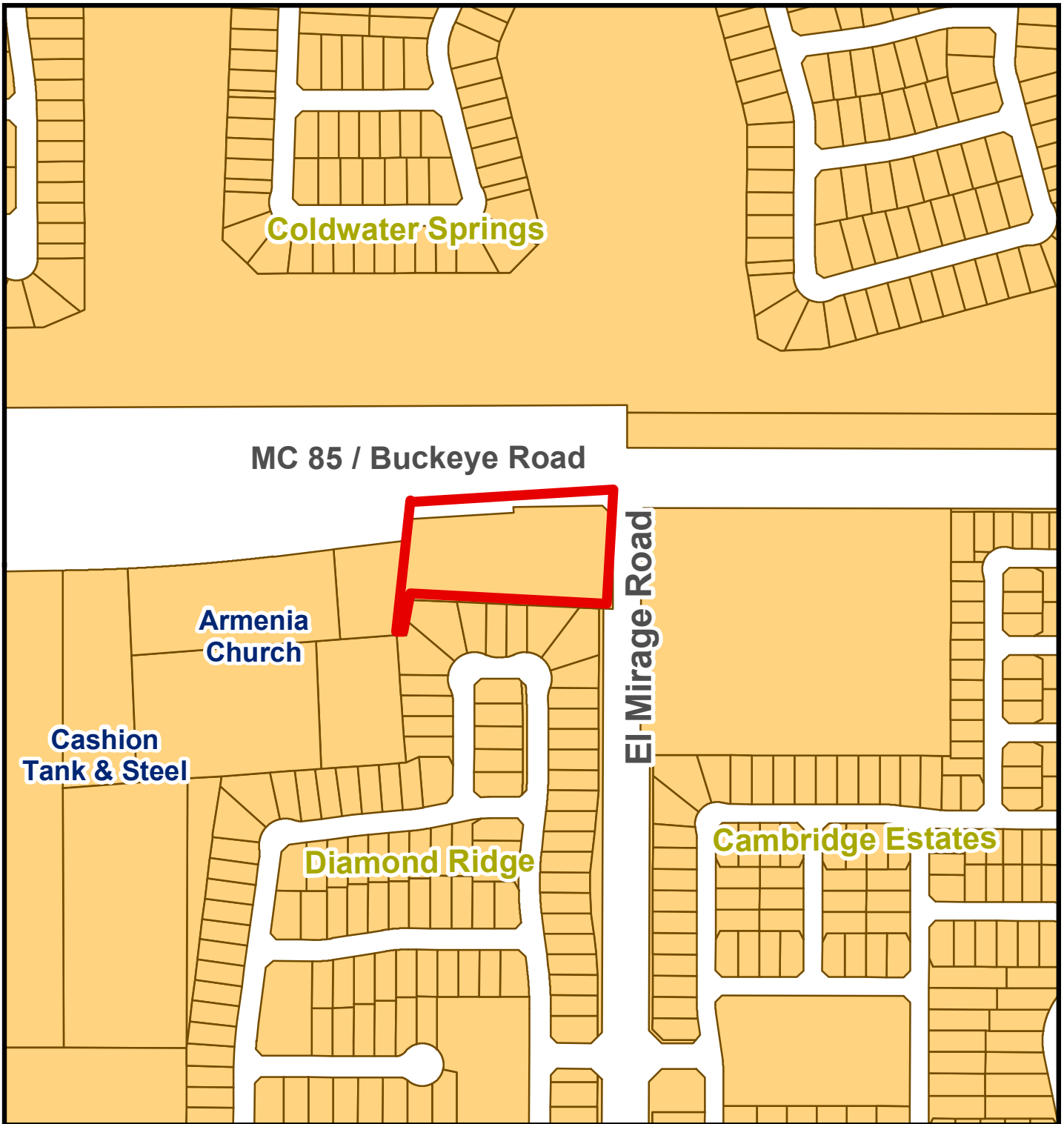
THENCE SOUTH 45 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 35.25 FEET TO A POINT ON THE WEST LINE OF THE EAST 33.00 FEET OF SAID SECTION;

THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
TO
ORDINANCE NO. 1688-319

[Map]

See following pages.



Ordinance Exhibit



 Subject Property





CITY COUNCIL REPORT

SUBJECT: Public Hearing - Proposed Development Fees

MEETING DATE: 3/25/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance & Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will conduct a public hearing on the City's proposed development impact fees assessed on new development. Council action is not required at this time.

BACKGROUND:

On October 15, 2018, the LUA and IIP were presented to Council with an overview of the service area land uses and projected growth assumptions prepared by TischlerBise as well as the proposed methodology for the development fees to be calculated for eligible necessary public service categories.

On November 15, 2018, a notice of public hearing on the Land Use Assumptions and Infrastructure Improvement Plan was posted on the City's website. Copies of the documents were released and also posted on the website for inspection by interested parties.

On January 14, 2019, City Council conducted a public hearing on the proposed LUA and IIP. During the public hearing no representatives from the development community approached Council with inquiries.

On February 19, 2019 City Council formally adopted the Land Use Assumptions and Infrastructure Improvement Plan along with a resolution of notice of intent to assess development fees in compliance with State law. The adopted LUA and IIP was posted on the City's website after adoption. The dates of all required public hearings have been posted on the City webpage. Thirty days have expired since the adoption of the notice of intent to assess development fees.

DISCUSSION:

The public hearing on the proposed development impact fees is required at least thirty (30) days before the City intends to adopt the fees. Adoption of the development fees is scheduled for May 6, 2019. The final adopted fees shall not be effective for at least 75 days.

BUDGET IMPACT:

None at this time. Development Impact Fees will provide a portion of the funding for eligible future projects.

RECOMMENDATION:

Staff requests that Council hold a public hearing on the proposed development impact fees.

DRAFT
**Infrastructure Improvements Plan
and Development Fee Report**

Prepared for:
Avondale, Arizona

January 7, 2019



4701 Sangamore Road

Suite S240

Bethesda, MD 20816

301.320.6900

www.TischlerBise.com

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EXECUTIVE SUMMARY

The City of Avondale, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the “IIP”), and update development fees within the Avondale Service Area pursuant to Arizona Revised Statutes (“ARS”) § 9-436.05 (hereafter referred to as the “Enabling Legislation”). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development’s proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

This update of Avondale’s Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Library Facilities
3. Parks and Recreational Facilities
4. Police Facilities
5. Street Facilities
6. Wastewater Facilities
7. Water Facilities

Avondale retired debt related to its Civic Center. Since that was the only component in the General Government Facilities development fee, TischlerBise excluded General Government Facilities from this update. This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and neighborhood parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011 and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park improvements.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

DEVELOPMENT FEE REPORT

METHODOLOGY

Development fees for the necessary public services made necessary by new development must be based on the same level of service (“LOS”) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methods for calculating development fees and how those methods can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion method documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

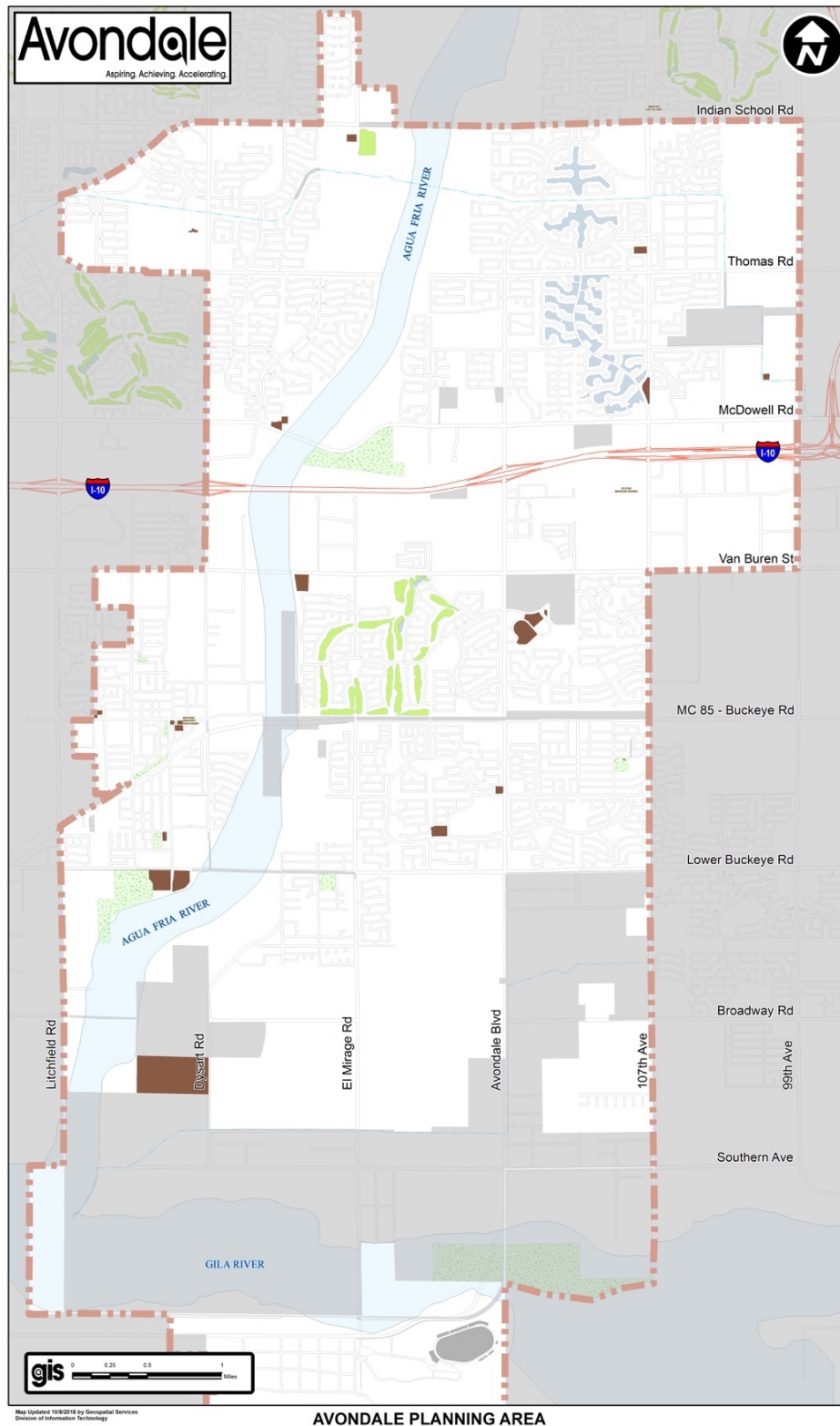
Figure 1 summarizes service areas, methodology, and infrastructure cost components for each development fee. Because Avondale plans to provide a uniform level of service for all types of infrastructure included in this infrastructure improvements plan, the service area for all fee components is the City of Avondale.

Figure 1: Proposed Development Fee Service Areas, Methods, and Cost Components

Facility Type	Service Area	Incremental Expansion	Plan-Based	Cost Recovery	Cost Allocation
Fire	Citywide	Stations, Apparatus and Equipment	Development Fee Study	N/A	Population, Nonres. Trips
Library	Citywide	N/A	Development Fee Study	Library Debt	Population, Jobs
Parks and Recreational	Citywide	Developed Park Land, Park Amenities	Development Fee Study	N/A	Population, Jobs
Police	Citywide	Stations, Vehicles and Equipment, Comm. Equipment	Property and Evidence Facility, Development Fee Study	N/A	Population, Nonres. Trips
Street	Citywide	Signalized Intersections	Arterial Improvements, Development Fee Study	N/A	VMT
Wastewater	Citywide	N/A	Development Fee Study	Treatment, Collection System	Gallons
Water	Citywide	N/A	Water Facilities, Water Recharge, Development Fee Study	Water Facilities	Gallons

SERVICE AREA

The map below illustrates the area within Avondale's service area.



PROPOSED DEVELOPMENT FEES

Development fees for residential development will be assessed per dwelling unit, based on the type of unit. Nonresidential development fees will be assessed per square foot of floor area (non-utility) or per meter (utility). Fees shown below represent the maximum allowable fees – development fees fund 100 percent of growth-related infrastructure.

Avondale may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements and/or a decrease in Avondale's LOS standards. All costs in the Development Fee Report are in current dollars with no assumed inflation rate over time. If cost estimates change significantly over time, development fees should be recalibrated.

Figure 2: Proposed Non-Utility Development Fees

Residential Development	Development Fees per Unit					
Development Type	Fire	Library	Parks and Recreational	Police	Street	Total
Single Unit	\$775	\$119	\$1,497	\$832	\$3,171	\$6,394
2+ Unit	\$519	\$80	\$1,002	\$557	\$1,649	\$3,807

Nonresidential Development	Development Fees per Square Foot					
Development Type	Fire	Library	Parks and Recreational	Police	Street	Total
Industrial	\$0.05	\$0.01	\$0.08	\$0.06	\$0.25	\$0.45
Commercial	\$0.78	\$0.09	\$0.54	\$0.83	\$3.31	\$5.55
Office / Institutional	\$0.31	\$0.11	\$0.68	\$0.32	\$1.43	\$2.85

Figure 3: Proposed Utility Development Fees

Residential Development	Development Fees per Unit		
Development Type	Wastewater	Water	Total
Residential	\$5,808	\$3,822	\$9,630

Nonresidential Development	Development Fees per Meter		
Meter Size (inches)	Wastewater	Water	Total
0.75	\$5,808	\$3,822	\$9,630
1.00	\$9,700	\$6,383	\$16,083
1.50	\$19,342	\$12,728	\$32,070
2.00	\$30,959	\$20,372	\$51,331
3.00	\$61,976	\$40,782	\$102,758
4.00	\$96,826	\$63,715	\$160,541
6.00	\$193,595	\$127,392	\$320,987

CURRENT DEVELOPMENT FEES

Avondale's current development fees are displayed below in Figure 4 and Figure 5.

Figure 4: Current Non-Utility Development Fees

Residential Development		Development Fees per Unit					
Unit Type	Fire	General Government	Library	Parks and Recreational	Police	Street	Total
Single Unit	\$607	\$357	\$179	\$796	\$499	\$2,945	\$5,383
2+ Unit	\$501	\$295	\$148	\$658	\$412	\$2,058	\$4,072

Nonresidential Development		Development Fees per Square Foot					
Land Use Type	Fire	General Government	Library	Parks and Recreational	Police	Street	Total
Industrial	\$0.10	\$0.06	\$0.03	\$0.13	\$0.08	\$1.00	\$1.40
Commercial	\$0.62	\$0.37	\$0.18	\$0.82	\$0.51	\$3.66	\$6.16
Office / Institutional	\$0.18	\$0.10	\$0.05	\$0.24	\$0.15	\$1.58	\$2.30

Figure 5: Current Utility Development Fees

Residential Development		Development Fees per Unit		
Development Type	Wastewater	Water	Total	
Residential	\$7,673	\$4,651	\$12,324	

Nonresidential Development		Development Fees per Meter		
Meter Size (inches)	Wastewater	Water	Total	
0.75	\$7,673	\$4,651	\$12,324	
1.00	\$12,814	\$7,767	\$20,581	
1.50	\$25,551	\$15,488	\$41,039	
2.00	\$40,898	\$24,790	\$65,688	
3.00	\$81,873	\$49,627	\$131,500	
4.00	\$127,812	\$77,533	\$205,345	
6.00	\$255,748	\$155,021	\$410,769	

DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES

The differences between the proposed and current development fees are displayed below in Figure 6 and Figure 7.

Figure 6: Difference Between Proposed and Current Non-Utility Development Fees

Residential Development		Development Fees per Unit					
Unit Type	Fire	General Government	Library	Parks and Recreational	Police	Street	Total
Single Unit	\$168	(\$357)	(\$60)	\$701	\$333	\$226	\$1,011
2+ Unit	\$18	(\$295)	(\$68)	\$344	\$145	(\$409)	(\$265)

Nonresidential Development		Development Fees per Square Foot					
Land Use Type	Fire	General Government	Library	Parks and Recreational	Police	Street	Total
Industrial	(\$0.05)	(\$0.06)	(\$0.02)	(\$0.05)	(\$0.02)	(\$0.75)	(\$0.95)
Commercial	\$0.16	(\$0.37)	(\$0.09)	(\$0.28)	\$0.32	(\$0.35)	(\$0.61)
Office/Institutional	\$0.13	(\$0.10)	\$0.06	\$0.44	\$0.17	(\$0.15)	\$0.55

Figure 7: Difference Between Proposed and Current Utility Development Fees

Residential Development	Development Fees per Unit		
Development Type	Wastewater	Water	Total
Residential	(\$1,865)	(\$829)	(\$2,694)

Nonresidential Development	Development Fees per Meter		
Meter Size (inches)	Wastewater	Water	Total
0.75	(\$1,865)	(\$829)	(\$2,694)
1.00	(\$3,114)	(\$1,384)	(\$4,498)
1.50	(\$6,209)	(\$2,760)	(\$8,969)
2.00	(\$9,939)	(\$4,418)	(\$14,357)
3.00	(\$19,897)	(\$8,845)	(\$28,742)
4.00	(\$30,986)	(\$13,818)	(\$44,804)
6.00	(\$62,153)	(\$27,629)	(\$89,782)

FIRE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets that can be included in the Fire Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation.”

The Fire Facilities IIP includes components for fire stations, apparatus and equipment, and the cost of preparing the Fire Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used to calculate both the stations and the apparatus and equipment components of the Fire Facilities IIP and Development Fees. A plan-based methodology is used for the Development Fee Report.

Service Area

Avondale’s Fire Department strives to provide a uniform response time citywide, and its fire stations operate as an integrated network. Depending on the number and type of calls, apparatus can be dispatched citywide from any of the stations. As a result, the service area for the Fire Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and related Development Fee Report will allocate the cost of public services between residential and nonresidential based on functional population.

For certain infrastructure facilities TischlerBise often uses “functional population” to establish the relative demand for infrastructure from both residential and nonresidential development. As shown in Figure 8, functional population accounts for people living and working in a jurisdiction. Residents who do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents who work in Avondale are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents who work outside Avondale are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2015 functional population data, the resulting proportionate share is 82 percent residential and 18 percent nonresidential.

Figure 8: Functional Population

	Demand Units in 2015	Demand Hours/Day	Person Hours	Proportionate Share
Residential				
Estimated Residents	80,329			
Residents Not Working	43,885	20	877,700	
Employed Residents	36,444			
Employed in Service Area	1,596	14	22,344	
Employed outside Service Area	34,848	14	487,872	
Residential Subtotal			1,387,916	82%
Nonresidential				
Non-working Residents	43,885	4	175,540	
Jobs in Service Area	13,656			
Residents Employed in Service Area	1,596	10	15,960	
Non-Resident Workers (inflow Commuters)	12,060	10	120,600	
Nonresidential Subtotal			312,100	18%
TOTAL			1,700,016	100%

Source: Maricopa Association of Governments 2015 Population Estimate; U.S. Census Bureau, OnTheMap 6.1.1 Application, 2015.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure 9 displays the demand indicators for residential and nonresidential land uses. For residential development the table displays the persons per housing unit. For nonresidential development the table displays the number of vehicle trips generated per thousand square feet of floor area.

Figure 9: Fire Facilities Ratio of Service Unit to Development Unit

Residential Development	per Unit
Development Type	Persons per Housing Unit ¹
Single Unit	3.18
2+ Unit	2.13

Nonresidential Development	per 1,000 Sq Ft
Development Type	Avg Wkdy Veh Trips ²
Industrial	0.87
Commercial	12.46
Office/ Institutional	4.87

1. See Land Use Assumptions

2. Average Weekday Vehicle Trip Ends X Trip Rate Adjustment.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Fire Stations – Incremental Expansion

The City of Avondale plans to expand its current inventory of fire stations. Shown below in Figure 10, Avondale’s existing fire stations include 44,054 square feet.

Figure 10: Existing Fire Stations

Description	Square Feet
Fire Station 171	6,620
Fire Station 172	16,974
Fire Station 173	12,000
NW Public Safety Facility (Fire Share)	8,460
Total	44,054

Fire Stations Level of Service

To allocate the proportionate share of demand for fire stations to residential and nonresidential development, this analysis uses functional population. Avondale’s existing level of service for residential development is 0.4263 square feet per person (44,054 square feet X 82 percent residential share / 84,736 persons). The nonresidential level of service is 0.1101 square feet per vehicle trip (44,054 square feet X 18 percent nonresidential share / 72,025 vehicle trips). Based on estimates for the planned Lakin Ranch Fire Station, the cost per square foot is \$377 (\$4.0 million / 10,600 square feet). The cost per person is \$160.87 (0.4263 square feet per person X \$377 per square foot) and the cost per vehicle trip is \$41.55 (0.1101 square feet per vehicle trip X \$377 per square foot).

Figure 11: Existing Level of Service

Cost Allocation Factors	
Cost per Square Foot	\$377

Level-of-Service Standards	
Existing Square Feet	44,054
Residential	
Residential Share	82%
2018 Population	84,736
Square Feet per Person	0.4263
Cost per Person	\$160.87
Nonresidential	
Nonresidential Share	18%
2018 Vehicle Trips	72,025
Square Feet per Vehicle Trip	0.1101
Cost per Vehicle Trip	\$41.55

Planned Cost of Lakin Ranch Fire Station

Description	Square Feet	Cost per SF	Total Cost
Lakin Ranch Fire Station	10,600	\$377	\$4,000,000

Fire Apparatus and Equipment – Incremental Expansion

Development fees will be used to expand Avondale’s inventory of fire apparatus and equipment. Figure 12 lists the current apparatus used by Avondale’s Fire Department. The current inventory includes 129 units of apparatus and equipment with a total replacement cost of approximately \$8.4 million. The replacement cost per unit is \$65,178 (\$8,408,000 / 129 units).

Figure 12: Existing Fire Apparatus and Equipment

Description	Number of Units	Cost per Unit	Replacement Cost
Engines	6	\$500,000	\$3,000,000
Light and Air Truck	1	\$500,000	\$500,000
Heavy Rescue	2	\$700,000	\$1,400,000
Ladder	1	\$1,500,000	\$1,500,000
Brush Truck	1	\$350,000	\$350,000
Command Vehicle	4	\$70,000	\$280,000
Sedan / SUV	10	\$35,000	\$350,000
Safety Trailer	1	\$35,000	\$35,000
Light Pickup Truck	2	\$30,000	\$60,000
Large Van	1	\$70,000	\$70,000
Medium Pickup Truck	2	\$50,000	\$100,000
Utility Van	1	\$40,000	\$40,000
Trailer / Light Tower	2	\$10,000	\$20,000
Trailer - Flatbed	1	\$10,000	\$10,000
ATV - EMS rescue	1	\$12,000	\$12,000
ATV - Brush Truck	1	\$12,000	\$12,000
Golf Carts	2	\$10,000	\$20,000
Portable Radios	64	\$7,500	\$480,000
Mobile Radios	26	\$6,500	\$169,000
Total	129	\$65,178	\$8,408,000

Fire Apparatus and Equipment Level of Service

As previously discussed, functional population is used to allocate the proportionate share of demand to residential and nonresidential development. Avondale's existing LOS for residential development is 0.00125 apparatus per person (129 apparatus X 82 percent residential share / 84,736 persons). The nonresidential level of service is 0.00032 apparatus per vehicle trip (129 apparatus X 18 percent nonresidential share / 72,025 vehicle trips). The cost per person is \$81.36 (0.00125 units per person X \$65,178 per unit) and the cost per vehicle trip is \$21.01 (0.00032 units per vehicle trip X \$65,178 per unit).

Figure 13: Existing Level of Service

Cost Allocation Factors	
Cost per Apparatus	\$65,178
Level-of-Service Standards	
Existing Apparatus	129
Residential	
Residential Share	82%
2018 Population	84,736
Apparatus per Person	0.00125
Cost per Person	\$81.36
Nonresidential	
Nonresidential Share	18%
2018 Vehicle Trips	72,025
Apparatus per Vehicle Trip	0.00032
Cost per Vehicle Trip	\$21.01

IIP and Development Fee Report – Plan-Based

The cost to prepare the Fire Facilities IIP and development fees totals \$14,323. Avondale plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$1.49 per person and \$0.29 per vehicle trip.

Figure 14: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
Parks and Recreational	\$14,323	Residential	91%	Population	84,736	92,626	7,890	\$1.65
		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

PROJECTED SERVICE UNITS AND PROJECTED DEMAND FOR SERVICES

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

The *Land Use Assumptions* document projects an additional 14,490 persons and 19,428 nonresidential trips over the next 10 years, as shown in Figure 15.

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Fire Stations

Shown in Figure 15, Avondale's population is projected to increase by 14,090 persons by 2028, and nonresidential vehicle trips are projected to increase by 19,428 during the same period. Using the 2018 LOS, future development will demand 8,316 additional square feet of fire stations. Based on the average cost of \$377 per square foot, the growth-related expenditure on fire stations is \$3.14 million (8,316 square feet X \$377 per square foot).

Figure 15: Projected Demand for Fire Stations

Type of Infrastructure		Level of Service		Demand Unit	Cost per Sq. Ft.
Fire Stations		0.4263 Square Feet		per Person	\$377
		0.1101 Square Feet		per Vehicle Trip	

Demand for Fire Stations					
Year	Population	Vehicle Trips	Residential	Nonresidential	Total Square Feet
2018	84,736	72,025	36,124	7,930	44,054
2019	86,392	73,721	36,830	8,116	44,947
2020	88,048	75,465	37,536	8,309	45,845
2021	89,704	77,262	38,242	8,506	46,749
2022	91,360	79,118	38,948	8,711	47,659
2023	92,626	81,026	39,488	8,921	48,409
2024	93,910	82,986	40,035	9,137	49,172
2025	95,212	85,011	40,590	9,359	49,950
2026	96,532	87,094	41,153	9,589	50,742
2027	97,870	89,241	41,724	9,825	51,549
2028	99,226	91,453	42,302	10,069	52,370
10-Yr Increase	14,490	19,428	6,177	2,139	8,316

Fire Apparatus and Equipment

Shown in Figure 16, population is projected to increase by 14,090 persons by 2028, and nonresidential vehicle trips are projected to increase by 9,163 during the same period. Using the 2018 LOS, future development will demand 24.4 additional units of apparatus and equipment. Based on the average cost of \$65,178 per unit, the growth-related expenditure on apparatus and equipment is \$1.59 million (24.4 units X \$65,178).

Figure 16: Projected Demand for Apparatus and Equipment

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Apparatus and Equipment	0.00125 Units	per Person	\$65,178
	0.00032 Units	per Vehicle Trip	

Need for Fire Apparatus and Equipment					
Year	Population	Vehicle Trips	Residential	Nonresidential	Total Units
2018	84,736	72,025	105.8	23.2	129.0
2019	86,392	73,721	107.9	23.8	131.6
2020	88,048	75,465	109.9	24.3	134.2
2021	89,704	77,262	112.0	24.9	136.9
2022	91,360	79,118	114.1	25.5	139.6
2023	92,626	81,026	115.6	26.1	141.8
2024	93,910	82,986	117.2	26.8	144.0
2025	95,212	85,011	118.9	27.4	146.3
2026	96,532	87,094	120.5	28.1	148.6
2027	97,870	89,241	122.2	28.8	151.0
2028	99,226	91,453	123.9	29.5	153.4
10-Yr Increase	14,490	19,428	18.1	6.3	24.4

Growth-Related Expenditures	\$1,178,906	\$408,182	\$1,587,088
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FIRE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for Fire Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Proposed Fire Facilities Development Fees

Infrastructure components and cost factors for Fire Facilities are summarized in the upper portion of Figure 17. The cost per service unit is \$243.72 per person and \$62.85 per vehicle trip. Figure 17 displays the ratio of a service unit to various types of land uses for residential and nonresidential development.

Fire Facilities development fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$775 is calculated using a cost per service unit of \$243.72 per person multiplied by a demand unit of 3.18 persons per housing unit.

Nonresidential development fees are calculated using vehicle trips as the service unit. The fee of \$0.78 per square foot of commercial development is derived from a cost per service unit of \$62.85 per vehicle trip multiplied by a demand unit of 37.75 average weekday vehicle trip ends per 1,000 square feet, multiplied by a trip rate adjustment factor of 33 percent, divided by 1,000 square feet.

Figure 17: Schedule of Fire Development Fees

Fee Component	Cost per Person	Cost per Vehicle Trip
Fire Stations	\$160.87	\$41.55
Apparatus and Equipment	\$81.36	\$21.01
Development Fee Report	\$1.49	\$0.29
Total	\$243.72	\$62.85

Residential Development		Development Fees per Unit		
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Increase / Decrease
Single Unit	3.18	\$775	\$607	\$168
2+ Unit	2.13	\$519	\$501	\$18

Nonresidential Development		Development Fees per Square Foot			
Development Type	Avg Wkdy Veh Trip Ends ¹	Trip Rate Adjustment	Proposed Fees	Current Fees	Increase / Decrease
Industrial	1.74	50%	\$0.05	\$0.10	(\$0.05)
Commercial	37.75	33%	\$0.78	\$0.62	\$0.16
Office / Institutional	9.74	50%	\$0.31	\$0.18	\$0.13

1. See Land Use Assumptions

PROJECTED FIRE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected Fire Facilities Development Fee Revenue

Projected fee revenue shown in Figure 18 is based on the development projections in the *Land Use Assumptions* document and the updated Fire Facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue of approximately \$4.74 million over the next 10 years is approximately equal to the projected growth-related cost of fire infrastructure (\$4.74 million).

Figure 18: Projected Fire Facilities Development Fee Revenue

		Fee Component	Growth Share	Existing Share	Total
		Fire Stations	\$3,138,239	\$0	\$3,138,239
		Apparatus and Equipment	\$1,587,088	\$0	\$1,587,088
		Development Fee Report	\$14,323	\$0	\$14,323
		Total	\$4,739,650	\$0	\$4,739,650

		Single Unit \$775 per unit	2+ Unit \$519 per unit	Industrial \$0.05 per sq. ft.	Commercial \$0.78 per sq. ft.	Office / Inst \$0.31 per sq. ft.
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2018	23,423	5,816	2,739	3,987	4,103
Year 1	2019	23,783	6,056	2,800	4,101	4,146
Year 2	2020	24,143	6,296	2,864	4,220	4,190
Year 3	2021	24,503	6,536	2,930	4,342	4,235
Year 4	2022	24,863	6,776	2,997	4,468	4,281
Year 5	2023	25,209	6,854	3,064	4,599	4,327
Year 6	2024	25,559	6,934	3,134	4,733	4,375
Year 7	2025	25,914	7,015	3,206	4,871	4,422
Year 8	2026	26,275	7,096	3,279	5,014	4,471
Year 9	2027	26,640	7,179	3,354	5,162	4,521
Year 10	2028	27,010	7,263	3,432	5,315	4,571
10-Year Increase		3,587	1,447	694	1,328	468
Projected Revenue		\$2,771,272	\$750,025	\$37,832	\$1,037,152	\$143,033

Projected Fee Revenue	\$4,739,314
Total Expenditures	\$4,739,650

LIBRARY FACILITIES IIP

ARS § 9-463.05 (T)(7)(d) defines the facilities and assets that can be included in the Library Facilities IIP:

“library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances.”

The Library Facilities IIP includes components for facilities and the cost of preparing the Library Facilities IIP and Development Fees. The cost recovery method is used to repay debt issued to build Avondale’s library, and a plan-based methodology is used for the Development Fee Report.

Service Area

Avondale provides a uniform level of service and equal access to library facilities within the city limits. As a result, the service area for the Library Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Library Facilities IIP and development fees will allocate the cost of public services between residential and nonresidential based on functional population. As previously shown in Figure 8, residential development generates 82 percent of demand and nonresidential development generates the remaining 18 percent of demand.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure 19 displays the demand indicators for residential and nonresidential land uses. For residential development the table displays the persons per housing unit. For nonresidential development the table displays the number of employees per thousand square feet of floor area.

Figure 19: Library Facilities Ratio of Service Unit to Development Unit

Residential Development	per Unit
Development Type	Persons per Housing Unit ¹
Single Unit	3.18
2+ Unit	2.13

Nonresidential Development	per 1,000 Sq Ft
Development Type	Jobs per 1,000 Sq Ft ¹
Industrial	0.34
Commercial	2.34
Office/Institutional	2.97

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Library Facilities – Cost Recovery

The City of Avondale has two libraries with a combined floor area of 43,200 square feet. Civic Center Library has excess capacity to serve future development through 2027, and Avondale plans to recover future development’s share of debt issued in 2006 to construct the library.

Figure 20: Existing Libraries

Description	Square Feet
Civic Center Library	30,500
Sam Garcia Library	12,700
Total	43,200

Level of Service

Avondale plans to retire the Civic Center Library debt in 2027. This library is projected to serve both existing and future development; therefore, costs are allocated to total projected residential and nonresidential development in 2027. Avondale’s population in 2027 is projected to be 97,870 persons of whom 84,736 are from existing development with the remaining 13,134 persons coming from future development. Total employment in 2027 is projected to be 21,292 jobs. Existing employment is estimated to equal 17,086, and the projected employment increase equals 4,206 jobs from future development. Based on total debt of \$4.3 million, the cost per person is \$36.00 (\$4,296,721 X 82 percent residential share / 97,870 population) and the cost per job is \$36.32 (\$4,296,721 X 18 percent nonresidential share / 21,292 jobs).

Figure 21: Planned Level of Service

Facility	Total Debt	Year of Final Debt Payment	Type of Development	Demand Unit	Proportionate Share	2027 Development
Civic Center Library	\$4,296,721	2027	Residential	person	82%	97,870
			Nonresidential	job	18%	21,292

Cost per Person	\$36.00
Cost per Job	\$36.32

Development Fee Report – Plan-Based

The cost to prepare the Library Facilities IIP and related Development Fee Report totals \$15,118. Avondale plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost per person is \$1.57 and the cost per job is \$1.23.

Figure 22: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
Parks and Recreational	\$14,323	Residential	91%	Population	84,736	92,626	7,890	\$1.65
		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

As shown in the *Land Use Assumptions* document, population is expected to increase by an additional 13,134 persons and employment is expected to increase by 4,206 jobs over the next nine years.

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

LIBRARY FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for Library Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected Library Facilities Development Fees

Infrastructure components and cost factors for Library Facilities are summarized in the upper portion of Figure 23. The cost per service unit for Library Facilities is \$37.57 per person and \$37.55 per job. Figure 23 displays the ratio of a service unit to various types of land uses for residential and nonresidential development.

Library Facilities development fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$119 is calculated using a cost per service unit of \$37.57 per person multiplied by a demand unit of 3.18 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of \$0.09 per square foot of commercial development is derived from a cost per service unit of \$37.55 per job multiplied by a demand unit of 2.34 jobs per 1,000 square feet, divided by 1,000 square feet.

Figure 23: Schedule of Library Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Library Debt	\$36.00	\$36.32
Development Fee Report	\$1.57	\$1.23
Total	\$37.57	\$37.55

Residential Development	Development Fees per Unit			
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Increase / Decrease
Single Unit	3.18	\$119	\$179	(\$60)
2+ Unit	2.13	\$80	\$148	(\$68)

Nonresidential Development	Development Fees per Square Foot			
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Increase / Decrease
Industrial	0.34	\$0.01	\$0.03	(\$0.02)
Commercial	2.34	\$0.09	\$0.18	(\$0.09)
Office / Institutional	2.97	\$0.11	\$0.05	\$0.06

1. See Land Use Assumptions

PROJECTED LIBRARY FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's enabling legislation (ARS § 9-463.05(E)(7)).

In accordance with state law, this report includes an IIP for Library Facilities needed to accommodate new development. Projected fee revenue shown in Figure 24 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for Library Facilities. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with development fee revenue. Anticipated development fee revenue of \$640,703 is approximately equal to the projected growth-related cost of library facilities (\$640,704). Existing development's share of \$3.67 million will need to be funded with other sources of revenue.

Figure 24: Projected Library Facilities Development Fee Revenue

		Fee Component	Growth Share	Existing Share	Total
		Library Debt	\$625,586	\$3,671,135	\$4,296,721
		Development Fee Report	\$15,118	\$0	\$15,118
		Total	\$640,704	\$3,671,135	\$4,311,839

		Single Unit \$119 per unit	2+ Unit \$80 per unit	Industrial \$0.01 per sq. ft.	Commercial \$0.09 per sq. ft.	Office / Inst \$0.11 per sq. ft.
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2018	23,423	5,816	2,739	3,987	4,103
Year 1	2019	23,783	6,056	2,800	4,101	4,146
Year 2	2020	24,143	6,296	2,864	4,220	4,190
Year 3	2021	24,503	6,536	2,930	4,342	4,235
Year 4	2022	24,863	6,776	2,997	4,468	4,281
Year 5	2023	25,209	6,854	3,064	4,599	4,327
Year 6	2024	25,559	6,934	3,134	4,733	4,375
Year 7	2025	25,914	7,015	3,206	4,871	4,422
Year 8	2026	26,275	7,096	3,279	5,014	4,471
Year 9	2027	26,640	7,179	3,354	5,162	4,521
9-Year Increase		3,217	1,363	615	1,176	418
Projected Revenue		\$377,163	\$107,973	\$7,837	\$101,810	\$45,921

Projected Fee Revenue	\$640,703
Total Expenditures	\$4,311,839
Existing Development Share	\$3,671,137

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

The Parks and Recreational Facilities IIP includes components for land, amenities, and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used to calculate the land and amenity components. A plan-based methodology is used for the development fee study.

Service Area

Avondale plans to provide a uniform level of service and equal access to parks and recreational facilities within the city limits. The parks and recreation programs are structured and provided to make full use of Avondale’s total inventory of facilities. As a result, the service area for the Parks and Recreational Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees will allocate the cost of public services between residential and nonresidential based on daytime population. According to the U.S. Census Bureau’s OnTheMap web application, there were 12,060 inflow commuters traveling to Avondale for work in 2015. The proportionate share is based on cumulative impact days per year with residents potentially impacting parks and recreational facilities 365 days per year. Inflow commuters potentially impact park and recreational facilities 250 days per year, assuming 5 workdays per week multiplied by 50 weeks per year. For parks and recreational facilities, residential development generates 91 percent of demand and nonresidential development generates the remaining nine percent of demand.

Figure 25: Daytime Population

Residents	Inflow Commuters	Cumulative Impact Days per Year			Cost Allocation for Parks	
		Residential ¹	Nonresidential ²	Total	Residential	Nonresidential
80,329	12,060	29,320,085	3,015,000	32,335,085	91%	9%

1. Days per Year = 365

2. Days per Year = 250 (5 Days per Week x 50 Weeks per Year)

Source: Arizona Department of Administration 2014 Population Estimate; U.S. Census Bureau, OnTheMap 6.1.1 Application, 2015.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure 26 displays the demand indicators for residential and nonresidential land uses. For residential development the table displays the persons per housing unit. For nonresidential development the table displays the number of employees per thousand square feet of floor area.

Figure 26: Parks and Recreational Facilities Ratio of Service Unit to Development Unit

Residential Development	per Unit
Development Type	Persons per Housing Unit ¹
Single Unit	3.18
2+ Unit	2.13

Nonresidential Development	per 1,000 Sq Ft
Development Type	Jobs per 1,000 Sq Ft ¹
Industrial	0.34
Commercial	2.34
Office / Institutional	2.97

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Developed Park Land – Incremental Expansion

Avondale plans to develop a 30-acre park at Lakin Ranch over the next 10 years. Shown below in Figure 27, Avondale’s existing parks include 85.1 acres of developed land. The definition of necessary public services for parks and recreational facilities includes parks or facilities on real property up to 30 acres in area, or parks and facilities larger than 30 acres if the facilities provide a direct benefit to the development. Two of Avondale’s parks, Friendship Community Park and Festival Fields, are larger than 30 acres, however, the LOS analysis uses only 30 acres for both parks.

Figure 27: Existing Developed Park Land

Description	Developed Acres
Fred Campbell Neighborhood Park	1.5
Dennis DeConcini Neighborhood Park	2.0
Las Ligas Neighborhood Park	8.1
Mountain View Neighborhood Park	3.6
Dessie Lorenz Neighborhood Park	4.6
Donnie Hale Neighborhood Park	5.3
Friendship Community Park	30.0
Festival Fields	30.0
Total	85.1

Developed Park Land Level of Service

To allocate the proportionate share of demand for developed park land to residential and nonresidential development, this analysis uses daytime population shown in Figure 25. Avondale's existing LOS for residential development is approximately 0.00091 developed acres per person (85.1 acres X 91 percent residential share / 84,736 persons). For nonresidential development, the existing LOS is approximately 0.00045 developed acres per job (85.1 acres X 9 percent nonresidential share / 17,086 jobs).

The cost to develop an acre of park land is \$175,000 and includes two components: infrastructure improvements and site improvements. Infrastructure improvements include earthwork, utilities, drainage, electrical distribution, and irrigation and cost \$125,000 per acre. Site improvements include area lighting, lighted walking paths, and furnishings (benches, trash receptacles, drinking fountains, pet waste dispensers, signage, etc.) at a cost of \$50,000 per acre. Avondale plans to use land donated by developers, so the cost per acre does not include the cost to acquire land.

The cost per person for developed park land is \$159.93 (0.00091 developed acres per person X \$175,000 per developed acre) and the cost per job is \$78.45 (0.00045 developed acres per job X \$175,000 per developed acre).

Figure 28: Existing Level of Service

Cost Allocation Factors	
Cost per Acre - Infrastructure ¹	\$125,000
Cost per Acre - Site Improvements ¹	\$50,000
Developed Cost per Acre	\$175,000

Level-of-Service Standards	
Existing Developed Acres	85.1
Residential	
Residential Share	91%
2018 Population	84,736
Developed Acres per Person	0.00091
Cost per Person	\$159.93
Nonresidential	
Nonresidential Share	9%
2018 Jobs	17,086
Developed Acres per Job	0.00045
Cost per Job	\$78.45

1. Parks and Recreation Department, City of Avondale.

Park Amenities – Incremental Expansion

Avondale will use development fees to expand its inventory of park amenities. The current inventory of park amenities, shown below in Figure 29, includes 83 amenities with a total replacement cost of \$28.78 million—approximately \$346,729 per amenity.

Figure 29: Existing Park Amenities

Description	Units	Unit Cost	Replacement Cost
Softball Field - Adult	8	\$825,000	\$6,600,000
Softball Field - Youth	3	\$625,000	\$1,875,000
Soccer Field	11	\$530,000	\$5,830,000
Multi-Use Field	2	\$475,000	\$950,000
Tennis Court	2	\$108,000	\$216,000
Basketball Court	9	\$120,000	\$1,080,000
Volleyball Court	1	\$24,000	\$24,000
Playground (2 - 5 years old)	3	\$125,000	\$375,000
Playground (5 - 12 years old)	8	\$230,000	\$1,840,000
Ramada	19	\$84,000	\$1,596,000
Restroom	6	\$420,000	\$2,520,000
Parking Lots	8	\$525,938	\$4,207,500
Dog Park	1	\$650,000	\$650,000
Football Field	1	\$535,000	\$535,000
Splash Pad	1	\$480,000	\$480,000
Total	83	\$346,729	\$28,778,500

Park Amenities Level of Service

As previously discussed, daytime population is used to allocate the proportionate share of demand to residential and nonresidential development. Avondale's existing level of service for residential development is 0.00089 amenities per person (83 amenities X 91 percent residential share / 84,736 persons). The nonresidential level of service is 0.00044 amenities per job (83 amenities X 9 percent nonresidential share / 17,086 jobs). The cost per person is \$309.06 (0.00089 amenities per person X \$346,729 per amenity) and the cost per job is \$151.59 (0.00044 amenities per job X \$346,729 per amenity).

Figure 30: Existing Level of Service

Cost Allocation Factors	
Cost per Amenity	\$346,729
Level-of-Service Standards	
Existing Amenities	83
Residential	
Residential Share	91%
2018 Population	84,736
Amenities per Person	0.00089
Cost per Person	\$309.06
Nonresidential	
Nonresidential Share	9%
2018 Jobs	17,086
Amenities per Job	0.00044
Cost per Job	\$151.59

Development Fee Report – Plan-Based

The cost to prepare the Parks and Recreational Facilities IIP and development fees totals \$14,323. Avondale plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost per person is \$1.65 and the cost per job is \$0.58.

Figure 31: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
Parks and Recreational	\$14,323	Residential	91%	Population	84,736	92,626	7,890	\$1.65
		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

As shown in the *Land Use Assumptions* document, Avondale’s population is expected to increase by an additional 14,490 persons and employment is expected to increase by 4,739 jobs over the next 10 years.

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Developed Park Land

Avondale plans to maintain its current developed park land level of service over the next 10 years. Based on a projected population increase of 14,490 persons, Avondale's future residential development demands 13.2 additional acres of developed park land (14,490 additional persons X 0.00091 developed acres per person). Future nonresidential development demands 2.1 additional acres of developed park land (4,739 additional jobs X 0.00045 developed acres per job) over the next 10 years. Future development demands approximately 15.3 additional acres of developed park land over the next 10 years at a cost of approximately \$2.7 million.

Figure 32: Projected Demand for Developed Park Land

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Developed Park Land	0.00091 Developed Acres	per Person	\$175,000
	0.00045 Developed Acres	per Job	

Need for Developed Park Land					
Year	Population	Jobs	Residential Acres	Nonresidential Acres	Total Acres
2018	84,736	17,086	77.4	7.7	85.1
2019	86,392	17,505	79.0	7.8	86.8
2020	88,048	17,935	80.5	8.0	88.5
2021	89,704	18,377	82.0	8.2	90.2
2022	91,360	18,832	83.5	8.4	91.9
2023	92,626	19,298	84.7	8.7	93.3
2024	93,910	19,776	85.8	8.9	94.7
2025	95,212	20,268	87.0	9.1	96.1
2026	96,532	20,773	88.2	9.3	97.5
2027	97,870	21,292	89.4	9.5	99.0
2028	99,226	21,825	90.7	9.8	100.5
10-Yr Increase	14,490	4,739	13.2	2.1	15.3

Growth-Related Expenditures	\$2,317,386	\$371,775	\$2,689,161
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Park Amenities

Avondale also plans to maintain its current park amenities level of service over the next 10 years. Based on a projected population increase of 14,490 persons, Avondale's future residential development demands 13 additional park amenities (14,490 additional persons X 0.00089 park amenities per person). Future nonresidential development demands two additional park amenities (4,739 additional jobs X 0.00044 park amenities per job) over the next 10 years. Future development demands approximately 15 additional park amenities over the next 10 years at a cost of approximately \$5.20 million.

Figure 33: Projected Demand for Park Amenities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.00089 Units	per Person	\$346,729
	0.00044 Units	per Job	

Need for Park Amenities					
Year	Population	Jobs	Residential Units	Nonresidential Units	Total Units
2018	84,736	17,086	76	7	83
2019	86,392	17,505	77	8	85
2020	88,048	17,935	78	8	86
2021	89,704	18,377	80	8	88
2022	91,360	18,832	81	8	90
2023	92,626	19,298	83	8	91
2024	93,910	19,776	84	9	92
2025	95,212	20,268	85	9	94
2026	96,532	20,773	86	9	95
2027	97,870	21,292	87	9	97
2028	99,226	21,825	88	10	98
10-Yr Increase	14,490	4,739	13	2	15

Growth-Related Expenditures	\$4,478,279	\$718,385	\$5,196,664
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PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for parks and recreational facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Proposed Parks and Recreational Facilities Development Fees

Infrastructure components and cost factors for Parks and Recreational Facilities are summarized in the upper portion of Figure 34. The cost per service unit for Parks and Recreational Facilities is \$470.64 per person and \$230.62 per job. Figure 34 displays the ratio of a service unit to various types of land uses for residential and nonresidential development.

Parks and Recreational Facilities development fees for residential development are assessed according to the number of persons per housing unit. For example, the single-family fee of \$1,497 is calculated using a cost per service unit of \$470.64 per person multiplied by a demand unit of 3.18 persons per housing unit. Nonresidential development fees are calculated using jobs as the service unit. The fee of \$0.54 per square foot of commercial development is derived from a cost per service unit of \$230.62 per job multiplied by a demand unit of 2.34 jobs per 1,000 square feet, divided by 1,000 square feet.

Figure 34: Schedule of Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Developed Park Land	\$159.93	\$78.45
Park Amenities	\$309.06	\$151.59
Development Fee Report	\$1.65	\$0.58
Total	\$470.64	\$230.62

Residential Development	Development Fees per Unit			
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Increase / Decrease
Single Unit	3.18	\$1,497	\$796	\$701
2+ Units	2.13	\$1,002	\$658	\$344

Nonresidential Development	Development Fees per Square Foot			
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Increase / Decrease
Industrial	0.34	\$0.08	\$0.13	(\$0.05)
Commercial	2.34	\$0.54	\$0.82	(\$0.28)
Office / Institutional	2.97	\$0.68	\$0.24	\$0.44

1. See Land Use Assumptions

PROJECTED PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

In accordance with state law, this report includes an IIP for Parks and Recreational Facilities needed to accommodate new development. Projected fee revenue shown in Figure 35 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for Parks and Recreational Facilities. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with development fee revenue. Anticipated development fee revenue of \$7.9 million is approximately equal to the projected growth-related cost of parks and recreational facilities (\$7.9 million).

Figure 35: Projected Parks and Recreational Facilities Development Fee Revenue

		Fee Component	Growth Share	Existing Share	Total
		Developed Park Land	\$2,689,161	\$0	\$2,689,161
		Park Amenities	\$5,196,664	\$0	\$5,196,664
		Development Fee Report	\$14,323	\$0	\$14,323
		Total	\$7,900,148	\$0	\$7,900,148

		Single Unit \$1,497 per unit	2+ Unit \$1,002 per unit	Industrial \$0.08 per sq. ft.	Commercial \$0.54 per sq. ft.	Office / Inst \$0.68 per sq. ft.
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2018	23,423	5,816	2,739	3,987	4,103
Year 1	2019	23,783	6,056	2,800	4,101	4,146
Year 2	2020	24,143	6,296	2,864	4,220	4,190
Year 3	2021	24,503	6,536	2,930	4,342	4,235
Year 4	2022	24,863	6,776	2,997	4,468	4,281
Year 5	2023	25,209	6,854	3,064	4,599	4,327
Year 6	2024	25,559	6,934	3,134	4,733	4,375
Year 7	2025	25,914	7,015	3,206	4,871	4,422
Year 8	2026	26,275	7,096	3,279	5,014	4,471
Year 9	2027	26,640	7,179	3,354	5,162	4,521
Year 10	2028	27,010	7,263	3,432	5,315	4,571
10-Year Increase		3,587	1,447	694	1,328	468
Projected Revenue		\$5,358,546	\$1,449,418	\$55,039	\$716,667	\$320,375

Projected Fee Revenue	\$7,900,044
Total Expenditures	\$7,900,148

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets that can be included in the Police Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Police Facilities IIP includes components for police stations, vehicles and equipment, communications equipment, a property and evidence facility, and the cost of preparing the Police Facilities IIP and Development Fees. The incremental expansion methodology, based on the current level of service, is used to calculate the components for stations, vehicles and equipment, and communications equipment. A plan-based methodology is used for the property and evidence facility and the development fee study.

Service Area

Avondale’s Police Department strives to provide a uniform response time citywide. As a result, the service area for the Police Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police Facilities IIP and development fees are assessed on both residential and nonresidential development based on functional population shown in Figure 8. Based on 2015 functional population data, residential development accounts for approximately 82 percent of demand for police services and nonresidential development is responsible for the remaining 18 percent.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure 36 displays the demand indicators for residential and nonresidential land uses. For residential development the table displays the persons per housing unit. For nonresidential development the table displays the number of vehicle trips generated per thousand square feet of floor area.

Figure 36: Police Facilities Ratio of Service Unit to Development Unit

Residential Development	per Unit
Development Type	Persons per Housing Unit ¹
Single Unit	3.18
2+ Unit	2.13

Nonresidential Development	per 1,000 Sq Ft
Development Type	Avg Wkdy Veh Trips ²
Industrial	0.87
Commercial	12.46
Office/ Institutional	4.87

1. See Land Use Assumptions

2. Average Weekday Vehicle Trip Ends X Trip Rate Adjustment.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Police Stations – Incremental Expansion

Avondale plans to use development fees to expand its current inventory of police stations. Shown below in Figure 37, Avondale’s existing police stations include 41,738 square feet.

Figure 37: Existing Police Stations

Description	Square Feet
Main Police Station	24,758
Police Substation	6,480
Cashion Police Substation	3,000
NW Public Safety Facility (Police Share)	7,500
Total	41,738

Police Stations Level of Service

Functional population provides the proportionate share of demand for police stations from residential and nonresidential development. Avondale’s existing level of service for residential development is 0.4039 square feet per person (41,738 square feet X 82 percent residential share / 84,736 persons). The nonresidential level of service is 0.1043 square feet per vehicle trip (41,738 square feet X 18 percent / 72,025 vehicle trips). Using estimates for the planned Lakin Ranch substation, the cost per square foot is \$353 (\$3.0 million / 8,500 square feet). The cost per person is \$142.55 (0.4039 square feet per person X \$353 per square foot) and the cost per vehicle trip is \$36.81 (0.1043 square feet per vehicle trip X \$353 per square foot).

Figure 38: Existing Level of Service

Cost Allocation Factors	
Cost per Square Foot	\$353

Level-of-Service Standards	
Existing Square Feet	41,738
Residential	
Residential Share	82%
2018 Population	84,736
Square Feet per Person	0.4039
Cost per Person	\$142.55
Nonresidential	
Nonresidential Share	18%
2018 Vehicle Trips	72,025
Square Feet per Vehicle Trip	0.1043
Cost per Vehicle Trip	\$36.81

Description	Square Feet	Cost per SF	Total Cost
Lakin Ranch Substation	8,500	\$353	\$3,000,000

Property and Evidence Facility – Plan-Based

Avondale plans to construct a 12,500-square-foot property and evidence facility within the next 10 years at a total cost of \$5,000,000 (\$400 per square foot). This planned facility will serve both existing and future development; therefore, costs are allocated to total projected residential and nonresidential development in 2028. Avondale’s population in 2028 is projected to be 99,226 persons of whom 84,736 are from existing development with the remaining 14,490 persons coming from future development. Total nonresidential trips in 2028 are projected to equal 91,453 trips on an average weekday. Existing nonresidential vehicle trips are estimated to equal 72,025, and the projected trip increase equals 19,428 vehicle trips from future development.

The planned LOS to be provided to residential development in 2028 is 0.1033 square feet per person (12,500 square feet X 82 percent residential share / 99,226 persons). Nonresidential development’s planned LOS in 2028 is 0.0246 square feet per vehicle trip (12,500 square feet X 18 percent nonresidential share / 91,453 vehicle trips). Based on the planned cost of \$400 per square foot, the cost per person is \$41.32 (\$400 per square foot X 0.1033 square feet per person) and the cost per vehicle trip is \$9.84 (\$400 per square foot X 0.0246 square feet per vehicle trip).

Figure 39: Planned Property and Evidence Facility

Description	Square Feet	Total Cost
Property & Evidence Facility	12,500	\$5,000,000

Cost Allocation Factors	
Cost per Square Foot	\$400

Level-of-Service Standards	
Planned Square Feet	12,500
Residential	
Residential Share	82%
2028 Population	99,226
Square Feet per Person	0.1033
Cost per Person	\$41.32
Nonresidential	
Nonresidential Share	18%
2018 Vehicle Trips	91,453
Square Feet per Vehicle Trip	0.0246
Cost per Vehicle Trip	\$9.84

Police Vehicles and Equipment – Incremental Expansion

Development fees will be used to expand Avondale’s inventory of police vehicles and equipment. Figure 40 lists the current vehicles and equipment used by Avondale’s Police Department – 115 units representing a replacement cost of approximately \$5.86 million.

Figure 40: Existing Police Vehicles and Equipment

Description	Units	Unit Cost	Replacement Cost
Patrol Vehicles	62	\$43,389	\$2,690,119
Non-Patrol Vehicles	24	\$25,038	\$600,920
Motorcycles	6	\$28,974	\$173,846
Trucks	9	\$29,753	\$267,775
Large Vans	3	\$58,752	\$176,255
Small Vans	3	\$24,688	\$74,064
Armored Truck	1	\$350,000	\$350,000
Command Vehicle	1	\$800,000	\$800,000
Trailers	5	\$3,212	\$16,062
Computer Hardware	1	\$710,000	\$710,000
Total	115	\$50,948	\$5,859,041

Police Vehicles and Equipment Level of Service

Functional population is used to allocate the proportionate share of demand to residential and nonresidential development. Avondale’s existing level of service for residential development is 0.00111 units per person (115 units X 82 percent residential share / 84,736 persons). The nonresidential level of service is 0.00029 units per vehicle trip (115 units X 18 percent nonresidential share / 72,025 vehicle trips). The cost per person is \$56.70 (\$50,948 per unit X 0.00111 units per person) and the cost per vehicle trip is \$14.64 (\$50,948 per unit X 0.00029 units per vehicle trip).

Figure 41: Existing Level of Service

Cost Allocation Factors	
Cost per Unit	\$50,948

Level-of-Service Standards	
Existing Vehicles and Equipment	115
Residential	
Residential Share	82%
2018 Population	84,736
Units per Person	0.00111
Cost per Person	\$56.70
Nonresidential	
Nonresidential Share	18%
2018 Vehicle Trips	72,025
Units per Vehicle Trip	0.00029
Cost per Vehicle Trip	\$14.64

Communications Equipment – Incremental Expansion

Development fees will be used to expand Avondale’s inventory of communications equipment. Figure 42 lists the current communications equipment used by Avondale’s Police Department. Avondale currently has 265 units of communications equipment representing a replacement cost of \$2.02 million – \$7,630 per unit (\$2,022,055 replacement cost / 265 units).

Figure 42: Existing Communications Equipment

Description	Units	Unit Cost	Replacement Cost
Consoles	4	\$152,960	\$611,841
Database Manager	1	\$85,000	\$85,000
Radios	260	\$5,097	\$1,325,214
Total	265	\$7,630	\$2,022,055

Communications Equipment Level of Service

Communications equipment costs are allocated according to functional population – 82 percent to residential development and 18 percent to nonresidential development. Avondale’s existing level of service for residential development is 0.00256 units per person (265 units X 82 percent residential share / 84,736 persons). The nonresidential level of service is 0.00066 units per vehicle trip (265 units X 18 percent nonresidential share / 72,025 vehicle trips). The cost per person is \$19.57 (\$7,630 per unit X 0.00256 units per person) and the cost per vehicle trip is \$5.05 (\$7,630 per unit X 0.00066 units per vehicle trip).

Figure 43: Existing Level of Service

Cost Allocation Factors	
Cost per Unit	\$7,630

Level-of-Service Standards	
Existing Units	265
Residential	
Residential Share	82%
2018 Population	84,736
Units per Person	0.00256
Cost per Person	\$19.57
Nonresidential	
Nonresidential Share	18%
2018 Vehicle Trips	72,025
Units per Vehicle Trip	0.00066
Cost per Vehicle Trip	\$5.05

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report totals \$14,323. Avondale plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost per person is \$1.49 and the cost per vehicle trip is \$0.29.

Figure 44: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
Parks and Recreational	\$14,323	Residential	91%	Population	84,736	92,626	7,890	\$1.65
		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

PROJECTED SERVICE UNITS AND PROJECTED DEMAND FOR SERVICES

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

As shown in the *Land Use Assumptions* document, Avondale expects an additional 14,490 persons and 19,428 nonresidential trips over the next 10 years.

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Police Stations

Over the next 10 years, Avondale's population is projected to increase by 14,490 persons and nonresidential vehicle trips are projected to increase by 19,428. Using the 2018 LOS standards shown at the top of Figure 45, future residential development generates demand for 5,853 additional square feet of police stations (0.4039 square feet per person X 14,490 additional persons), and future nonresidential development generates demand for 2,027 additional square feet of police stations (0.1043 square feet per vehicle trip X 19,428 additional vehicle trips). The 10-year demand for additional police stations equals 7,879 square feet at a cost of approximately \$2.78 million. This is approximately 93 percent of the planned Lakin Ranch substation (8,500 square feet and \$3.0 million).

Figure 45: Projected Demand for Police Stations

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq. Ft.
Police Stations	0.4039 Square Feet	per Person	\$353
	0.1043 Square Feet	per Vehicle Trip	

Need for Police Stations					
Year	Population	Vehicle Trips	Residential	Nonresidential	Total Square Feet
2018	84,736	72,025	34,225	7,513	41,738
2019	86,392	73,721	34,894	7,690	42,584
2020	88,048	75,465	35,563	7,872	43,435
2021	89,704	77,262	36,232	8,059	44,291
2022	91,360	79,118	36,901	8,253	45,153
2023	92,626	81,026	37,412	8,452	45,864
2024	93,910	82,986	37,931	8,656	46,587
2025	95,212	85,011	38,457	8,867	47,324
2026	96,532	87,094	38,990	9,085	48,074
2027	97,870	89,241	39,530	9,309	48,839
2028	99,226	91,453	40,078	9,539	49,617
10-Yr Increase	14,490	19,428	5,853	2,027	7,879

Growth-Related Expenditures	\$2,065,550	\$715,145	\$2,780,695
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Vehicles and Equipment

Shown in Figure 46, population is projected to increase by 14,490 persons by 2028, and nonresidential trips will increase by 19,428 trips during the same period. Using the 2018 LOS standards shown in Figure 46, future residential development generates demand for approximately 16 additional units (0.00111 units per person X 14,490 additional persons), and future nonresidential development generates demand for approximately six additional units (0.00029 units per vehicle trip X 19,428 additional vehicle trips). The 10-year demand for additional police vehicles and equipment equals 22 units at a cost of approximately \$1.11 million.

Figure 46: Projected Demand for Police Vehicles and Equipment

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Vehicles and Equipment	0.00111 Units	per Person	\$50,948
	0.00029 Units	per Vehicle Trip	

Need for Police Vehicles and Equipment					
Year	Population	Vehicle Trips	Residential	Nonresidential	Total Units
2018	84,736	72,025	94	21	115
2019	86,392	73,721	96	21	117
2020	88,048	75,465	98	22	120
2021	89,704	77,262	100	22	122
2022	91,360	79,118	102	23	124
2023	92,626	81,026	103	23	126
2024	93,910	82,986	105	24	128
2025	95,212	85,011	106	24	130
2026	96,532	87,094	107	25	132
2027	97,870	89,241	109	26	135
2028	99,226	91,453	110	26	137
10-Yr Increase	14,490	19,428	16	6	22

Growth-Related Expenditures	\$821,583	\$284,426	\$1,106,009
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Communications Equipment

As shown in Figure 47, population and nonresidential trips drive the need for communications equipment. Based on the development projections in the *Land Use Assumptions* document, Avondale will need approximately 50 additional units of communications equipment over the next 10 years [(0.00256 units per person X 14,490 additional persons) + (0.00066 units per vehicle trip X 19,428 additional vehicle trips)]. The 10-year, growth-related capital cost associated with these additional units of communications equipment is \$381,680.

Figure 47: Projected Demand for Communications Equipment

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communications Equipment	0.00256 Units	per Person	\$7,630
	0.00066 Units	per Vehicle Trip	

Need for Police Communications Equipment					
Year	Population	Vehicle Trips	Residential	Nonresidential	Total Units
2018	84,736	72,025	217	48	265
2019	86,392	73,721	222	49	270
2020	88,048	75,465	226	50	276
2021	89,704	77,262	230	51	281
2022	91,360	79,118	234	52	287
2023	92,626	81,026	238	54	291
2024	93,910	82,986	241	55	296
2025	95,212	85,011	244	56	300
2026	96,532	87,094	248	58	305
2027	97,870	89,241	251	59	310
2028	99,226	91,453	254	61	315
10-Yr Increase	14,490	19,428	37	13	50

Growth-Related Expenditures	\$283,569	\$98,111	\$381,680
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POLICE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for Police Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Proposed Police Facilities Development Fees

Figure 48 displays the ratio of a service unit to various types of land uses for residential and nonresidential development. Police Facilities development fees for residential development are assessed according to the number of persons per housing unit. Nonresidential development fees are calculated using vehicle trips as the service unit. The multipliers for each land use, which include average weekday vehicle trips ends per thousand square feet and a trip adjustment factor, are shown below. The cost per service unit for Police Facilities is \$261.63 per person and \$66.63 per vehicle trip.

Trip generation rates are from the reference book Trip Generation published by the Institute of Transportation Engineers (ITE 10th Edition 2017). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate development fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent.

For commercial development, the trip adjustment factor is less than 50 percent because retail development and some services attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, the ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends. These factors are shown to derive inbound vehicle trips for each type of nonresidential land use.

Development fees for residential development are determined by type of housing unit. For example, the single-family fee of \$832 is calculated using a cost per service unit of \$261.63 per person multiplied by the demand unit of 3.18 persons per housing unit. Nonresidential development fees are stated per square foot of floor area unless otherwise noted. The fee of \$0.83 per square foot of commercial development is derived from a cost per service unit of \$66.63 per vehicle trip multiplied by a demand unit of 37.75 average weekday vehicle trip ends per 1,000 square feet, multiplied by a trip rate adjustment factor of 33 percent, divided by 1,000 square feet.

Figure 48: Schedule of Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Vehicle Trip
Police Stations	\$142.55	\$36.81
Property and Evidence Facility	\$41.32	\$9.84
Vehicles and Equipment	\$56.70	\$14.64
Communications Equipment	\$19.57	\$5.05
Development Fee Report	\$1.49	\$0.29
Total	\$261.63	\$66.63

Residential Development	Development Fees per Unit			
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Increase / Decrease
Single Unit	3.18	\$832	\$499	\$333
2+ Unit	2.13	\$557	\$412	\$145

Nonresidential Development	Development Fees per Square Foot				
Development Type	Avg Wkdy Veh Trip Ends ¹	Trip Rate Adjustment	Proposed Fees	Current Fees	Increase / Decrease
Industrial	1.74	50%	\$0.06	\$0.08	(\$0.02)
Commercial	37.75	33%	\$0.83	\$0.51	\$0.32
Office / Institutional	9.74	50%	\$0.32	\$0.15	\$0.17

1. See Land Use Assumptions

PROJECTED POLICE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected Police Facilities Development Fee Revenue

Projected fee revenue shown in Figure 49 is based on the development projections in the *Land Use Assumptions* document and the updated Police Facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue of approximately \$5.07 million over the next 10 years is approximately equal to the projected growth-related cost of police facilities (\$5.07 million). Existing development's share equals approximately \$4.21 million and must be paid with other sources of revenue.

Figure 49: Projected Revenue from Police Facilities Development Fees

		Fee Component	Growth Share	Existing Share	Total
		Police Stations	\$2,780,695	\$0	\$2,780,695
		Property and Evidence Facility	\$789,917	\$4,210,083	\$5,000,000
		Vehicles and Equipment	\$1,106,009	\$0	\$1,106,009
		Communications Equipment	\$381,680	\$0	\$381,680
		Development Fee Report	\$14,323	\$0	\$14,323
		Total	\$5,072,624	\$4,210,083	\$9,282,707

		Single Unit \$832 per unit	2+ Unit \$557 per unit	Industrial \$0.06 per sq. ft.	Commercial \$0.83 per sq. ft.	Office / Inst \$0.32 per sq. ft.
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2018	23,423	5,816	2,739	3,987	4,103
Year 1	2019	23,783	6,056	2,800	4,101	4,146
Year 2	2020	24,143	6,296	2,864	4,220	4,190
Year 3	2021	24,503	6,536	2,930	4,342	4,235
Year 4	2022	24,863	6,776	2,997	4,468	4,281
Year 5	2023	25,209	6,854	3,064	4,599	4,327
Year 6	2024	25,559	6,934	3,134	4,733	4,375
Year 7	2025	25,914	7,015	3,206	4,871	4,422
Year 8	2026	26,275	7,096	3,279	5,014	4,471
Year 9	2027	26,640	7,179	3,354	5,162	4,521
Year 10	2028	27,010	7,263	3,432	5,315	4,571
10-Year Increase		3,587	1,447	694	1,328	468
Projected Revenue		\$2,975,549	\$805,236	\$40,112	\$1,099,686	\$151,656

Projected Fee Revenue	\$5,072,239
Total Expenditures	\$9,282,707
Existing Development Share	\$4,210,468

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the facilities and assets that can be included in the Street Facilities IIP:

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

The Street Facilities IIP includes components for arterial improvements, signalized intersections, and the cost of professional services for preparing the Street Facilities IIP and related Development Fee Report. The plan-based methodology is used for arterial improvements and the related Development Fee Report. The incremental expansion methodology is used for signalized intersections.

Service Area

Avondale’s arterial street network is designed to efficiently move traffic throughout the city; therefore, the service area for the Street Facilities IIP and Development Fees is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. Trip generation rates and trip adjustment factors are used to determine the proportionate impact of residential, commercial, office, and industrial land uses Avondale’s street network.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure 50 displays the demand indicators for residential and nonresidential land uses. For residential development the table displays VMT generated per housing unit. For nonresidential development the table displays VMT generated per thousand square feet of floor area.

Figure 50: Street Facilities Ratio of Service Unit to Development Unit

Residential Development		per Unit			
Development Type	Avg Wkdy Veh Trip Ends ¹	Trip Rate Adjustment	Trip Length Adjustment	Average Miles per Trip	VMT
Single Unit	10.00	65%	121%	1.940	15.258
2+ Unit	5.20	65%	121%	1.940	7.934

Nonresidential Development		per 1,000 Square Feet			
Development Type	Avg Wkdy Veh Trip Ends ¹	Trip Rate Adjustment	Trip Length Adjustment	Average Miles per Trip	VMT
Industrial	1.74	50%	73%	1.940	1.232
Commercial	37.75	33%	66%	1.940	15.951
Office / Institutional	9.74	50%	73%	1.940	6.897

1. TischlerBise Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

The existing public services included in the Street Facilities IIP are 212.8 lane miles of arterials and 47 signalized intersections.

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

The daily lane capacity used in this analysis is 9,800, which is the roadway capacity of a two-lane arterial, found in the 2017 Maricopa Association of Governments Regional Transportation Model.

LEVEL OF SERVICE AND RATIO OF SERVICE UNIT TO LAND USE

Service Units

Avondale will use average weekday vehicle trip ends as the service units for documenting existing level-of-service standards and allocating the costs of future improvements. Components used to determine the service units and input variables are discussed, including trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

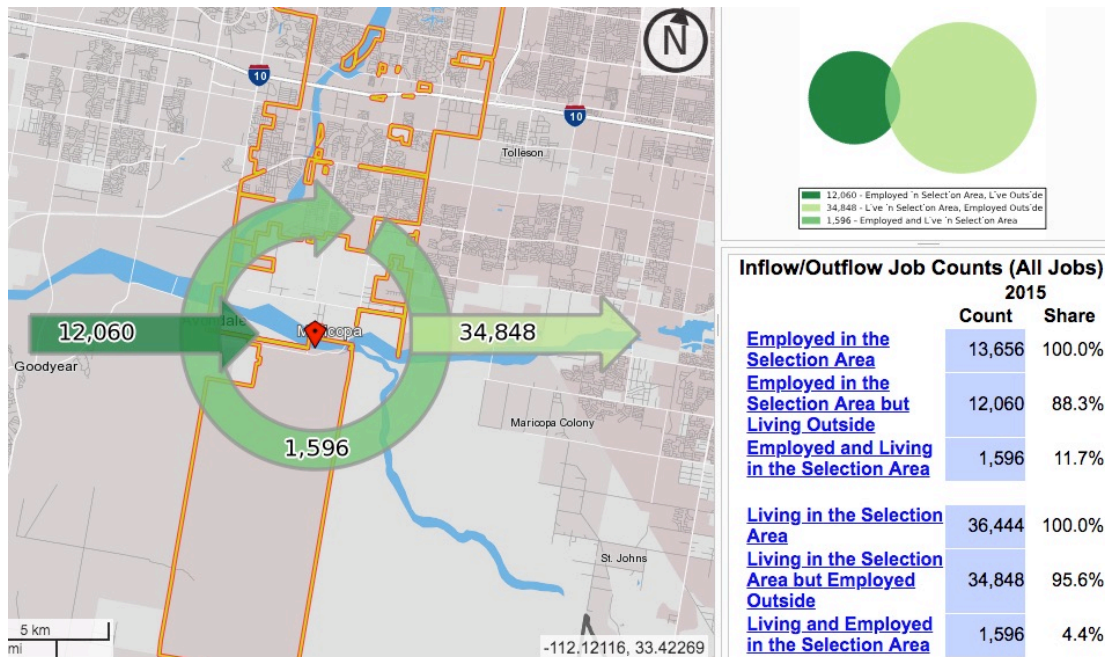
Trip Rate Adjustments

Avondale's Street Facilities Development Fees use average weekday trip generation rates from the reference book *Trip Generation* published by the Institute of Transportation Engineers (ITE 2017). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate Street Facilities Development Fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further below, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Adjustment for Commuting Patterns

Residential development has a trip adjustment factor of 65 percent to account for commuters leaving Avondale for work. According to the 2009 National Household Travel Survey, weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure 51, the Census Bureau's web application OnTheMap indicates 95.6 percent of resident workers traveled outside Avondale for work in 2015. In combination, these factors ($0.31 \times 0.50 \times 0.956 = 0.15$) support the additional 15 percent allocation of trips to residential development.

Figure 51: Inflow / Outflow Analysis



Adjustment for Pass-By Trips

For commercial development, the trip adjustment factor is less than 50 percent because retail development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Trip Length Weighting Factor by Type of Land Use

The Street Facilities Development Fees methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6 of the 2009 National Household Travel Survey, vehicle trips from residential development are approximately 121 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 66 percent of the average trip length while other nonresidential development typically accounts for trips that are 73 percent of the average for all trips.

PROJECTED SERVICE UNITS, DEMAND, AND COSTS FOR SERVICES

TischlerBise created an aggregate travel model to convert development units within Avondale to project vehicle trips and vehicle miles of travel. Figure 52 summarizes the input variables used in the aggregate travel demand model.

Figure 52: Input Variables for Travel Demand Model

Development Type	ITE Code	Weekday VTE	Dev Unit	Trip Adj	Trip Length Wt Factor
Single Family	210	10.00	HU	65%	121%
Multi-Family	220	5.20	HU	65%	121%
Industrial	150	1.74	KSF	50%	73%
Commercial / Retail	820	37.75	KSF	33%	66%
Office / Institutional	710	9.74	KSF	50%	73%

Avg Trip Length (miles)	8.11
Vehicle Capacity Per Lane	9,800

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

Projected development in Avondale over the next 10 years, and the corresponding need for additional lane miles of arterials and signalized intersections, are shown in Figure 53. Trip generation rates and trip adjustment factors convert projected development into average weekday vehicle trips. As shown in Figure 53, new development in Avondale will generate 47,633 additional trips.

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

The travel demand model inputs are used to derive level of service in Vehicle Miles of Travel and future needs of lane miles and signalized intersections. A Vehicle Mile of Travel (VMT) is a measurement unit equal to one vehicle traveling one mile. In the aggregate, VMT is the product of vehicle trips multiplied by the average trip length. Based on estimates shown in Figure 53, existing infrastructure standards using the average trip length of 8.11 miles in Avondale are 1.02 lane miles per 10,000 VMT (212.83 arterial lane miles / (2,085,166 VMT / 10,000)).

As shown on the lower right side of Figure 53, future development generates an additional 382,407 VMT over the next 10 years. To maintain the existing infrastructure standards, Avondale needs 39.0 additional lane miles of arterials and 8.6 additional signalized intersections to accommodate projected development over the next 10 years.

Figure 53: Projected Travel Demand

Development Type		ITE Code	Weekday VTE	Dev Unit	Trip Adj	Trip Length Wt Factor
Single Family		210	10.00	HU	65%	121%
Multi-Family		220	5.20	HU	65%	121%
Industrial		150	1.74	KSF	50%	73%
Commercial / Retail		820	37.75	KSF	33%	66%
Office / Institutional		710	9.74	KSF	50%	73%

Avg Trip Length (miles)	8.11
Vehicle Capacity Per Lane	9,800

		Base	1	2	3	4	10	10-Year
		2018	2019	2020	2021	2022	2028	Increase
Development	Single Family Units	23,423	23,783	24,143	24,503	24,863	27,010	3,587
	Multi-Family Units	5,816	6,056	6,296	6,536	6,776	7,263	1,447
	Industrial / Flex KSF	2,739	2,800	2,864	2,930	2,997	3,432	694
	Commercial / Retail KSF	3,987	4,101	4,220	4,342	4,468	5,315	1,328
	Office / Institutional KSF	4,103	4,146	4,190	4,235	4,281	4,571	468
Avg Wkday Vehicle Trips	Single Family Trips	152,250	154,590	156,930	159,270	161,610	175,563	23,313
	Multi-Family Trips	19,658	20,469	21,280	22,092	22,903	24,550	4,892
	Residential Trips	171,908	175,059	178,210	181,362	184,513	200,113	28,205
	Industrial / Flex Trips	2,383	2,436	2,491	2,549	2,607	2,986	603
	Commercial / Retail Trips	49,663	51,094	52,568	54,089	55,663	66,206	16,543
	Office / Institutional Trips	19,979	20,191	20,406	20,624	20,848	22,261	2,282
	Nonresidential Trips	72,025	73,721	75,465	77,262	79,118	91,453	19,428
VMT	Total Vehicle Trips	243,933	248,780	253,675	258,624	263,631	291,566	47,633
	Vehicle Miles of Travel	2,085,166	2,125,316	2,165,725	2,206,431	2,247,447	2,467,573	382,407
	Annual Increase		40,150	40,409	40,706	41,016	38,405	
Demand	Arterial Lane Miles	212.8	216.9	221.0	225.1	229.3	251.8	39.0
	Annual Increase		4.1	4.1	4.1	4.2	3.9	3.9
	Signalized Intersections	47.0	47.9	48.8	49.7	50.7	55.6	8.6
	Annual Increase		0.9	0.9	0.9	1.0	0.8	0.9
								15.5%

Avondale plans to construct 9.3 lane miles of arterials over the next 10 years to serve future development. Since Avondale plans to build fewer than 39 lane miles, the average trip length of 8.11 miles is adjusted until the 10-year demand for arterial lane miles equals 9.3 lane miles. This results in an average trip length of 1.94 miles on the planned arterial improvements. The 10-year increase in VMT on the planned arterial improvements equals 91,476 VMT.

Figure 54: Revised Travel Demand

		Base	1	2	3	4	5	10	10-Year
		2018	2019	2020	2021	2022	2023	2028	Increase
Development	Single Family Units	23,423	23,783	24,143	24,503	24,863	25,209	27,010	3,587
	Multi-Family Units	5,816	6,056	6,296	6,536	6,776	6,854	7,263	1,447
	Industrial KSF	2,739	2,800	2,864	2,930	2,997	3,064	3,432	694
	Commercial KSF	3,987	4,101	4,220	4,342	4,468	4,599	5,315	1,328
	Office / Institutional KSF	4,103	4,146	4,190	4,235	4,281	4,327	4,571	468
Avg Wkday Vehicle Trips	Single Family Trips	152,250	154,590	156,930	159,270	161,610	163,856	175,563	23,313
	Multi-Family Trips	19,658	20,469	21,280	22,092	22,903	23,168	24,550	4,892
	Residential Trips	171,908	175,059	178,210	181,362	184,513	187,024	200,113	28,205
	Industrial Trips	2,383	2,436	2,491	2,549	2,607	2,666	2,986	603
	Commercial Trips	49,663	51,094	52,568	54,089	55,663	57,286	66,206	16,543
	Office / Institutional Trips	19,979	20,191	20,406	20,624	20,848	21,074	22,261	2,282
	Nonresidential Trips	72,025	73,721	75,465	77,262	79,118	81,026	91,453	19,428
	Total Vehicle Trips	243,933	248,780	253,675	258,624	263,631	268,050	291,566	47,633
VMT	Vehicle Miles of Travel	498,794	508,399	518,065	527,802	537,614	545,990	590,270	91,476
	Annual Increase		9,605	9,666	9,737	9,812	8,376	9,187	
Demand	Arterial Lane Miles	50.9	51.9	52.9	53.9	54.9	55.7	60.2	9.3
	Annual Increase		1.0	1.0	1.0	1.0	0.8	0.9	0.9
	Signalized Intersections	47.0	47.9	48.8	49.7	50.7	51.4	55.6	8.6
	Annual Increase		0.9	0.9	0.9	1.0	0.7	0.8	0.9

ARS § 9-463.05(E)(3) requires:

“A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Arterial Improvements – Plan-Based

Avondale plans to construct 9.82 lane miles of arterials over the next 10 years. Shown below in Figure 55, Avondale’s staff identified the share of each project attributable to future development. This results in a growth share of 9.4 lane miles. Based on the construction of 9.4 lane miles, the growth-related cost of arterial improvements equals \$14.54 million. The cost per VMT for arterial improvements is \$158.93 (\$14,538,600 / 91,476 additional VMT).

Figure 55: Planned Arterial Improvements

Number	Description	Total		Growth		
		Lane Miles	Cost	Share	Lane Miles	Cost
ST1021	Dysart Road Extension - Whyman Ave to Lower Buckeye Rd	1.40	\$1,810,000	100%	1.4	\$1,810,000
ST1125	Avondale Blvd - McDowell Rd to Thomas Rd	1.00	\$1,708,000	100%	1.0	\$1,708,000
ST1146	Van Buren St (North Half) - Fairway Dr to 121st Ave	0.50	\$974,500	100%	0.5	\$974,500
ST1166	Avondale Blvd - Lower Buckeye Rd to Miami Ave	0.34	\$561,600	50%	0.2	\$280,800
ST1172	El Mirage - Lower Buckeye Rd to Calle Hermosa	0.40	\$937,000	50%	0.2	\$468,500
ST1224	107th Avenue/McDowell Rd Widening and Well Relocation	0.50	\$2,735,000	100%	0.5	\$2,735,000
ST1334	Van Buren - 107th Ave to Avondale Blvd	2.00	\$1,863,000	100%	2.0	\$1,863,000
ST1336	Fairway Drive - Van Buren St to Garfield	1.80	\$3,029,000	100%	1.8	\$3,029,000
ST1382	McDowell Road & 107th Avenue - Dual Left-turn Lanes	0.48	\$500,000	80%	0.4	\$400,000
ST1459	El Mirage Rd & Buckeye Rd - Install NBR Turn Lane	0.10	\$320,000	75%	0.1	\$240,000
ST1600	Dysart Rd Widening - Whyman Ave to Buckeye Rd	1.30	\$1,029,800	100%	1.3	\$1,029,800
Total		9.82	\$15,467,900	94%	9.3	\$14,538,600

Growth Cost	\$14,538,600
10-Year VMT Increase	91,476
Cost per VMT	\$158.93

Signalized Intersections – Incremental Expansion

Avondale’s current level of service for signalized intersections is 0.94 signalized intersections per 10,000 VMT (47 intersections / (498,794 VMT / 10,000)), and Avondale plans to maintain this level of service over the next 10 years. As shown in Figure 54, Avondale needs to construct 8.6 additional signalized intersections to maintain this standard over the next 10 years $((91,476 \text{ additional VMT} / 10,000) \times 0.94 \text{ signalized intersections per } 10,000 \text{ VMT})$. Shown below in Figure 56, Avondale’s staff identified 12 potential intersection improvements with an average cost per intersection of \$514,583 $(\$6,175,000 / 12 \text{ intersections})$. Avondale may use development fees to fund any of the 8.6 intersection projects included in Figure 56. The cost per VMT for signalized intersections is \$48.38 $(\$514,583 \text{ per intersection} \times 8.6 \text{ additional intersections} / 91,476 \text{ additional VMT})$.

Figure 56: Planned Signalized Intersections

Number	Description	Total
ST1127	Traffic Signal at 107th and Pierce	\$475,000
ST1170	Traffic Signal at Avondale & Lower Buckeye	\$600,000
ST1171	Traffic Signal at El Mirage & Lower Buckeye	\$575,000
ST1180	Traffic Signal - 107th Ave and Dealer Dr	\$475,000
ST1181	Traffic Signal - 107th Ave and Roosevelt St	\$475,000
ST1187	Traffic Signal - 119th Ave and McDowell Rd	\$475,000
ST1188	Traffic Signal - 119th Ave and Lower Buckeye Rd	\$475,000
ST1195	Traffic Signal - Central Ave and Lower Buckeye Rd	\$475,000
ST1248	Traffic Signal - Dysart Rd and Lower Buckeye Rd	\$475,000
ST1381	Traffic Signal - Maricopa St & Avondale Blvd	\$470,000
ST1383	Traffic Signal - Broadway Rd & Avondale Blvd	\$730,000
ST1437	Traffic Signal - Thomas Rd & 137th Ave	\$475,000
Total Development Fee Eligible Projects		\$6,175,000

Cost per Intersection	\$514,583
2018-2028 VMT Increase	91,476
Cost per VMT	\$48.38

Development Fee Report – Plan-Based

The cost to prepare the Street Facilities IIP and related Development Fee Report totals \$25,065. Avondale plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost per VMT is \$0.53.

Figure 57: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
Parks and Recreational	\$14,323	Residential	91%	Population	84,736	92,626	7,890	\$1.65
		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

STREET FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for the Street Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Proposed Street Facilities Development Fees

Infrastructure standards and cost factors for Street Facilities are summarized in the upper portion of Figure 58. The cost per service unit is \$207.84 per vehicle mile of travel. Figure 58 displays the ratio of a service unit to various types of land uses for residential and nonresidential development.

Street Facilities development fees for residential development are assessed according to VMT generated per unit. The single-family fee of \$3,171 is calculated using a cost per service unit of \$207.84 per VMT multiplied by 10.0 average weekday vehicle trip ends, multiplied by 65 percent trip adjustment factor, multiplied by 1.94 miles per trip, multiplied by 121 percent trip length adjustment.

Nonresidential development fees are calculated using VMT as the service unit. The fee of \$3.31 per square foot of commercial development is derived from a cost per service unit of \$207.84 per VMT multiplied by 37.75 average weekday vehicle trip ends, multiplied by 33 percent trip adjustment factor, multiplied by 1.94 miles per trip, multiplied by 66 percent trip length adjustment, divided by 1,000 square feet.

Figure 58: Schedule of Street Facilities Development Fees

Fee Component	Cost per VMT
Arterial Improvements	\$158.93
Signalized Intersections	\$48.38
Development Fee Report	\$0.53
Total	\$207.84

Average Miles per Trip	1.940
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Residential Development	Development Fees per Unit					
Development Type	Avg Wkdy Veh Trip Ends ¹	Trip Rate Adjustment	Trip Length Adjustment	Proposed Fees	Current Fees	Increase / Decrease
Single Unit	10.00	65%	121%	\$3,171	\$2,945	\$226
2+ Unit	5.20	65%	121%	\$1,649	\$2,058	(\$409)

Nonresidential Development	Development Fees per Square Foot					
Development Type	Avg Wkdy Veh Trip Ends ¹	Trip Rate Adjustment	Trip Length Adjustment	Proposed Fees	Current Fees	Increase / Decrease
Industrial	1.74	50%	73%	\$0.25	\$1.00	(\$0.75)
Commercial	37.75	33%	66%	\$3.31	\$3.66	(\$0.35)
Office / Institutional	9.74	50%	73%	\$1.43	\$1.58	(\$0.15)

1. TischlerBise Land Use Assumptions

PROJECTED STREET FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected Street Facilities Development Fee Revenue

Projected fee revenue shown in Figure 59 is based on the development projections in the *Land Use Assumptions* document and the updated Street Facilities development fees. If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue of approximately \$18.98 million over the next 10 years is approximately equal to the projected growth-related cost of street facilities (\$18.99 million). Existing development share of planned improvements must be funded with other sources of revenue.

Figure 59: Projected Street Facilities Development Fee Revenue

		Fee Component	Growth Share	Existing Share	Total
		Arterial Improvements	\$14,538,600	\$929,300	\$15,467,900
		Signalized Intersections	\$4,425,414	\$0	\$4,425,414
		Development Fee Report	\$25,065	\$0	\$25,065
		Total	\$18,989,079	\$929,300	\$19,918,379

		Single Unit \$3,171 per unit	2+ Unit \$1,649 per unit	Industrial \$0.25 per SF	Commercial \$3.31 per SF	Office / Inst \$1.43 per SF
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2018	23,423	5,816	2,739	3,987	4,103
Year 1	2019	23,783	6,056	2,800	4,101	4,146
Year 2	2020	24,143	6,296	2,864	4,220	4,190
Year 3	2021	24,503	6,536	2,930	4,342	4,235
Year 4	2022	24,863	6,776	2,997	4,468	4,281
Year 5	2023	25,209	6,854	3,064	4,599	4,327
Year 6	2024	25,559	6,934	3,134	4,733	4,375
Year 7	2025	25,914	7,015	3,206	4,871	4,422
Year 8	2026	26,275	7,096	3,279	5,014	4,471
Year 9	2027	26,640	7,179	3,354	5,162	4,521
Year 10	2028	27,010	7,263	3,432	5,315	4,571
10-Year Increase		3,587	1,447	694	1,328	468
Projected Revenue		\$11,359,765	\$2,384,929	\$173,154	\$4,389,527	\$668,964

Projected Fee Revenue	\$18,976,340
Total Expenditures	\$19,918,379
Existing Development Share	\$942,039

WASTEWATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(b) defines facilities and assets that can be included in the Wastewater Facilities IIP:

“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities”

The Wastewater Facilities IIP includes components for treatment, collection, and the cost of preparing the Wastewater Facilities IIP and development fees. The cost recovery methodology is used for the treatment and collection components, and the plan-based methodology is used for the Development Fee Report.

Service Area

The service area for the Wastewater Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. The Wastewater Facilities IIP is based, and development fees are assessed, on both residential and nonresidential development. City staff provided wastewater flows to differentiate demand for wastewater facilities from residential and nonresidential development. In 2017, residential wastewater customers accounted for approximately 97 percent of total customers and 76 percent of average day flows. Nonresidential customers accounted for approximately 3 percent of total customers and 24 percent of average day flows.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Residential Wastewater Facilities development fees are assessed on a per unit basis, based on average day gallons per connection. Development fees assume a residential unit in a multi-unit structure with a single meter would be served by a 0.75-inch meter. If not, then the corresponding meter size and capacity ratio shown below would be used to establish a ratio of service unit to land use.

For nonresidential Wastewater Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for Wastewater Facilities. Capacity ratios equate 0.75-inch meters to the average day gallons per average single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Wastewater Facilities development fees are calculated by multiplying the number of gallons per unit by the capacity ratio for the corresponding size and type of water meter, which are provided by the American Water Works Association (2017) and shown below in Figure 60.

Figure 60: Wastewater Facilities Ratio of Service Unit to Development Unit

Demand Indicators		
Residential Gallons per Average Day		207

Meter Size (inches)		Capacity Ratio
0.75	Displacement	1.00
1.00	Displacement	1.67
1.50	Displacement	3.33
2.00	Compound	5.33
3.00	Compound	10.67
4.00	Compound	16.67
6.00	Compound	33.33

Source: AWWA Manual of Water Supply Practices M-1, 7th Edition.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Avondale has one wastewater treatment plant with excess capacity to serve growth. The current capacity of the Charles M. Wolf plant is 9.00 million gallons per day (MGD), but Avondale can only use 80 percent (7.20 MGD) of the total capacity under existing Arizona law. According to the City of Avondale Utilities Department, current usage is approximately 5.93 MGD, leaving 1.27 MGD of excess capacity to serve growth.

Figure 61: Wastewater Plant Capacity

Description	Total Capacity	Eligible Capacity	Current Demand	Available Capacity
Charles M. Wolf Wastewater Treatment Plant, 2018	9.00	7.20	5.93	1.27
Total	9.00	7.20	5.93	1.27

Average Day Flows

The following factors are used to differentiate the demand for wastewater infrastructure between residential and nonresidential development. The existing level of service for wastewater infrastructure is based on average flows in 2016 and 2017. The current level of service for residential development for wastewater service is 207 average day gallons per connection. For nonresidential connections, wastewater flows average 2,092 average day gallons per connection. Each nonresidential connection averages approximately 25 jobs, and the projected increase in jobs drives the demand for wastewater capacity from nonresidential development.

Figure 62: Wastewater Flow Factors

Unit Type	2016 Average Gallons per Day ¹	2016 Connections ¹	Gallons per Connection per Day
Residential	4,281,122	21,089	203
Nonresidential	1,318,878	640	2,061
Total	5,600,000	21,728	

Unit Type	2017 Average Gallons per Day ¹	2017 Connections ¹	Gallons per Connection per Day
Residential	4,434,019	21,347	208
Nonresidential	1,365,981	652	2,094
Total	5,800,000	21,999	

Unit Type	Average Gallons per Day ¹	Connections ¹	Gallons per Connection per Day
Residential	4,357,571	21,083	207
Nonresidential	1,342,429	642	2,092
Total	5,700,000	21,724	

1. 2017 Integrated Utility Master Plan Update, City of Avondale, Arizona.

2. Gallons per day per capita based on average persons per housing unit of 2.98.

PROJECTED SERVICE UNITS AND PROJECTED DEMAND FOR SERVICES

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Over the next 10 years, it is projected there will be an increase of 3,964 connections. Accordingly, the projected wastewater flows increase by 1,171,341 gallons during the same period.

Figure 63: Projected Wastewater Flows

Year	Avg. Gallons per Day	Total Connections	Annual Increase		Cumulative Increase	
			Connections	Avg. Gallons per Day	Connections	Avg. Gallons per Day
2016	5,600,000	21,728				
2017	5,800,000	21,999	271	79,631		
Base 2018	5,926,764	22,466	466	126,764		
1 2019	6,054,352	22,932	467	127,588	467	127,588
2 2020	6,182,847	23,399	467	128,495	934	256,083
3 2021	6,312,331	23,867	468	129,484	1,401	385,567
4 2022	6,442,887	24,335	468	130,556	1,869	516,123
5 2023	6,547,057	24,672	336	104,170	2,206	620,293
6 2024	6,653,147	25,013	341	106,090	2,547	726,383
7 2025	6,761,321	25,360	347	108,174	2,894	834,557
8 2026	6,871,498	25,711	352	110,177	3,245	944,734
9 2027	6,983,759	26,068	357	112,261	3,602	1,056,995
10 2028	7,098,105	26,429	362	114,346	3,964	1,171,341

Source: TischlerBise, using Average Day Demand factors and projected development shown in the *Land Use Assumptions*.

Wastewater Treatment

The cost per gallon of capacity for the Wastewater Facilities development fee includes the most recent wastewater treatment plant expansion. This expansion added 3.0 MGD of capacity, of which 80 percent (2.40 MGD) was available for use under existing Arizona law. Avondale's wastewater treatment plant expansion had a total cost of \$48,930,315 and added 2.40 MGD of usable capacity. Dividing the total cost by the usable capacity of the expansion results in a cost per gallon of capacity of \$20.39 (\$48,930,315 total cost / 2.40 MGD).

Development fee contributions to date include Avondale's existing wastewater development fee balance of \$717,972 and allocated development fees totaling \$29,479,223. Based on a cost per gallon of \$20.39, development fee contributions to date represent capacity paid with development fees of 1,481,153 (\$30,197,195 development fee contributions / \$20.39 per gallon). This leaves 918,847 gallons of treatment capacity available to serve future development (2,400,000 usable capacity – 1,481,153 capacity paid with development fees).

Based on a cost per gallon of capacity of \$20.39, the cost of the wastewater treatment plant expansion attributable to future development is \$18,733,120 (\$20.39 per gallon X 918,847 gallons of treatment capacity available to serve future development). As shown in Figure 63, wastewater flows are projected to increase by 1.17 MGD over the next 10 years, however, less than 1.00 MGD is available. This results in \$18.73 million in fee revenue generated over approximately eight years to repay future development's share of the wastewater treatment plant expansion (\$20.39 per gallon of capacity X 918,847 gallons of available capacity). Avondale should collect the wastewater treatment component of the wastewater development fee until it recovers all eligible costs associated with the expansion.

Figure 64: Wastewater Treatment Cost Allocation Factors

Wastewater Treatment Facility	Cost of Capacity
Charles M. Wolf WWTP, Phase I Expansion	\$48,930,315
÷ Additional Capacity (gpd)	2,400,000
Cost per Gallon of Capacity	\$20.39
Existing Fund Balance ¹	\$717,972
Allocated Development Fees ¹	\$29,479,223
Development Fee Contributions to Date	\$30,197,195
Capacity Paid with Development Fees to Date	1,481,153
Remaining Capacity Eligible for Development Fees	918,847
Remaining Cost to be Recovered	\$18,733,120
Projected Eight-Year Increase in Wastewater Flows ²	918,847
Projected Eight-Year Cost Recovery	\$18,733,120
Remaining Cost	\$0

1. City of Avondale, Finance and Budget Department.

2. Projected wastewater flows use unpaid capacity within 8 years.

Wastewater Collection

The cost per gallon of capacity for the Wastewater Facilities development fee includes the value of the wastewater collection system. Avondale's staff provided the value of existing wastewater collection lines, lift stations, land, and equipment. This excludes the value of any collection system improvements provided by developers, and results in a collection system value of \$91,694,951. Avondale's collection system has a capacity of 12.0 MGD, and Avondale expects its collection system to meet wastewater flows at buildout.

Dividing this collection system value by the total collection system capacity results in a cost per gallon of capacity of \$7.64 (\$91,694,951 collection system value / 12.0 MGD). At present the wastewater collection system has 12.0 MGD of capacity, of which 6.07 MGD remains as unused capacity available to serve future development (12.0 MGD total capacity – 5.93 MGD current flows). Based on a cost per gallon of capacity of \$7.64 and 6.07 MGD of available capacity, the value of the wastewater collection system attributable to future development is \$46,374,800. As shown in Figure 63, wastewater flows are projected to increase by 1.17 MGD over the next 10 years. This results in \$8.95 million in fee revenue generated over the next 10 years to repay future development's share of the wastewater collection system (\$7.64 per gallon of capacity X 1,171,341 additional gallons of wastewater flows).

Figure 65: Wastewater Collection Cost Allocation Factors

Wastewater Collection Facilities	Cost of Capacity
Wastewater Collection Lines	\$88,200,404
Lift Stations	\$247,603
Land	\$2,443,202
Equipment	\$803,742
Total Wastewater Collection Sytem Value	\$91,694,951
÷ Total Capacity (gpd)	12,000,000
Cost per Gallon of Capacity	\$7.64
x Available Capacity (gpd)	6,070,000
Cost to be Recovered	\$46,374,800
Projected 10-Year Increase in Wastewater Flows	1,171,341
Projected 10-Year Cost Recovery	\$8,949,047
Remaining Cost (Year 11+)	\$37,425,753

IIP and Development Fee Report – Plan-Based

The cost to prepare the Wastewater Facilities IIP and related Development Fee Report totals \$21,484. Avondale plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost per gallon is \$0.03.

Figure 66: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
Parks and Recreational	\$14,323	Residential	91%	Population	84,736	92,626	7,890	\$1.65
		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

WASTEWATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for the Wastewater Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Proposed Wastewater Facilities Development Fees

Infrastructure components and cost factors for Wastewater Facilities are summarized in the upper portion of Figure 67. The cost per service unit is \$28.06 per gallon. Figure 67 displays the ratio of a service unit to various types of land uses for residential and nonresidential development.

Residential Wastewater Facilities development fees are assessed on a per unit basis, based on average day flows – approximately 207 gallons. Development fees assume a residential unit in a multi-unit structure with a single meter would be served by a 3/4" meter. If not, then the corresponding meter size and capacity ratio shown below would be used to establish a ratio of service unit to land use. The single-family fee of \$5,808, is calculated using a cost per service unit of \$28.06 per gallon multiplied by average day flows per residential unit of approximately 207 gallons.

For nonresidential Wastewater Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for Wastewater Facilities. Capacity ratios equate 5/8" and 3/4" meters to the average day flows per residential unit. Utilizing average day flows is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Wastewater Facilities development fees are calculated by multiplying the average day flows per residential unit by the capacity ratio for the corresponding size and type of water meter, which are provided by the American Water Works Association (2017) and shown in Figure 67. The fee for a one-inch meter, \$9,700, is calculated using a cost per service unit of \$28.06 per gallon multiplied by average day flows per residential unit of approximately 207 gallons, multiplied by the capacity ratio of 1.67.

Figure 67: Schedule of Wastewater Facilities Development Fees

Demand Indicators	
Residential Gallons per Average Day	207
Cost Factors per Gallon of Capacity	
Treatment Facility Cost Recovery	\$20.39
Collection Facilities Cost Recovery	\$7.64
Development Fee Report	\$0.03
Capital Cost per Gallon of Capacity	\$28.06

Residential Development	Development Fees per Unit		
Development Type	Proposed Fees	Current Fees	Increase / Decrease
Residential	\$5,808	\$7,673	(\$1,865)

Nonresidential Development			Development Fees per Meter		
Meter Size (inches)	Capacity Ratio ¹		Proposed Fees	Current Fees	Increase / Decrease
0.75 Displacement	1.00		\$5,808	\$7,673	(\$1,865)
1.00 Displacement	1.67		\$9,700	\$12,814	(\$3,114)
1.50 Displacement	3.33		\$19,342	\$25,551	(\$6,209)
2.00 Compound	5.33		\$30,959	\$40,898	(\$9,939)
3.00 Compound	10.67		\$61,976	\$81,873	(\$19,897)
4.00 Compound	16.67		\$96,826	\$127,812	(\$30,986)
6.00 Compound	33.33		\$193,595	\$255,748	(\$62,153)

1. AWWA Manual of Water Supply Practices M-1, 7th Edition.

PROJECTED WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected Wastewater Facilities Development Fee Revenue

Projected fee revenue shown in Figure 68 is based on the development projections in the *Land Use Assumptions* document and the updated Wastewater Facilities development fees. If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue of approximately \$27.70 million over the next 10 years is approximately equal to the projected growth-related cost of wastewater facilities (\$27.70 million).

Figure 68: Projected Wastewater Facilities Development Fee Revenue

Fee Component	Growth Share
Treatment Facility	\$18,733,120
Collection Facilities	\$8,949,047
Development Fee Report	\$21,484
Total	\$27,703,651

		\$28.06 per gallon
Year		Gallons
Base	2018	5,926,764
Year 1	2019	6,054,352
Year 2	2020	6,182,847
Year 3	2021	6,312,331
Year 4	2022	6,442,887
Year 5	2023	6,547,057
Year 6	2024	6,653,147
Year 7	2025	6,761,321
Year 8	2026	6,871,498
Year 9	2027	6,983,759
Year 10	2028	7,098,105
10-Year Increase		1,171,341
Projected Revenue		\$27,702,952

WATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(a) defines facilities and assets that can be included in the Water Facilities IIP:

“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.”

The Water Facilities IIP includes components for existing water facilities, planned water facilities, planned water recharge, and the cost of preparing the Water Facilities IIP and development fees. The cost recovery methodology is used for the existing water facilities component. The plan-based methodology is used for the planned water facilities, planned water recharge, and the Development Fee Report.

Service Area

The service area for the Water Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. The water fees assessed pursuant to the Water Facilities IIP and related Development Fee Report are assessed on both residential and nonresidential development. City staff provided water demand to differentiate demand for water facilities from residential and nonresidential development. In 2017, residential water customers accounted for approximately 95 percent of total customers and 64 percent of average day demand. Nonresidential customers accounted for approximately five percent of total customers and 36 percent of average day demand.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Residential Water Facilities development fees are assessed on a per unit basis, based on average day gallons per connection. Development fees assume a residential unit in a multi-unit structure with a single meter would be served by a 0.75-inch meter. If not, then the corresponding meter size and capacity ratio shown below would be used to establish a ratio of service unit to land use.

For nonresidential Water Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for water facilities. Capacity ratios equate 0.75-inch meters to the average day gallons per average single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Water Facilities development fees are calculated by multiplying the number of gallons per residential unit by the capacity ratio for the corresponding size and type of water meter, which are provided by the American Water Works Association (2017) and shown below in Figure 69.

Figure 69: Water Facilities Ratio of Service Unit to Development Unit

Demand Indicators		
Residential Gallons per Average Day		322

Meter Size (inches)		Capacity Ratio
0.75	Displacement	1.00
1.00	Displacement	1.67
1.50	Displacement	3.33
2.00	Compound	5.33
3.00	Compound	10.67
4.00	Compound	16.67
6.00	Compound	33.33

Source: AWWA Manual of Water Supply Practices M-1, 7th Edition.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Existing Capacity and Usage

Avondale has 15 wells with a total capacity of 30.66 MGD and a firm capacity of 18.6 MGD. Production facilities for the water system should have sufficient capacity to meet the demands of the maximum day of the year. For systems served with groundwater wells, it is standard practice to evaluate production capabilities based on firm capacity, or the capacity with the largest well out of service in each pressure zone. Avondale's firm water supply is 18.6 MGD which is 1.89 MGD less than the maximum daily demand of 20.49 MGD. Therefore, maximum day demands are currently being supplied by running wells more than 18 hours per day and running all wells on a daily basis. This analysis assumes there is no excess capacity in Avondale's water production facilities, however, there is excess capacity in Avondale's water distribution, storage, and treatment facilities.

According to the City of Avondale Utilities Department, current max day consumption is approximately 20.49 MGD, leaving 10.18 MGD of excess capacity in Avondale's water distribution, storage, and treatment facilities to serve future development (30.66 MGD – 20.49 MGD). In addition, Avondale has a 10-year capital improvement plan to increase the capacity of its water facilities by 6.80 MGD.

Figure 70: Well Capacity

Water Source	Total Capacity (MGD)	Usage (MGD)	Remaining
Existing Wells	30.66	20.49	10.18
Planned Wells	6.80	0.00	6.80
Total	37.46	20.49	16.98

Average Day Demand

The following factors are used to differentiate the demand for water infrastructure between residential and nonresidential development. The existing level of service for water infrastructure is based on average demand in 2015, 2016, and 2017. The current level of service for residential development for water service is approximately 322 gallons per connection per day. For nonresidential connections, water demand averages 3,220 gallons per connection per day. Each nonresidential connection averages approximately 13 jobs, and the projected increase in jobs drives the demand for water capacity from nonresidential development.

Figure 71: Water Demand Factors

Unit Type	2015 Average Gallons per Day ¹	2015 Connections ¹	Gallons per Connection per Day
Residential	6,908,937	21,580	320
Nonresidential	3,855,485	1,212	3,181
Total	10,764,422	22,792	

Unit Type	2016 Average Gallons per Day ¹	2016 Connections ¹	Gallons per Connection per Day
Residential	7,150,890	21,866	327
Nonresidential	4,050,849	1,226	3,304
Total	11,201,740	23,092	

Unit Type	2017 Average Gallons per Day ¹	2017 Connections ¹	Gallons per Connection per Day
Residential	7,069,079	22,134	319
Nonresidential	3,970,219	1,250	3,176
Total	11,039,299	23,384	

Unit Type	Weighted Average Gallons per Day ¹	Connections ¹	Gallons per Connection per Day
Residential	7,042,969	21,860	322
Nonresidential	3,958,851	1,229	3,220
Total	11,001,820	23,089	

1. 2017 Integrated Utility Master Plan Update, City of Avondale, Arizona.

2. Gallons per day per capita based on average persons per housing unit of 2.98.

PROJECTED SERVICE UNITS AND PROJECTED DEMAND FOR SERVICES

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Over the next 10 years, it is projected there will be an increase of 4,274 connections. Accordingly, the projected water demand increases by 2,413,902 gallons during the same period.

Figure 72: Projected Water Demand

Year	Avg. Gallons per Day	Total Connections	Annual Increase		Cumulative Increase	
			Connections	Avg. Gallons per Day	Connections	Avg. Gallons per Day
2016	11,201,740	23,092				
2017	11,039,299	23,384	292	168,655		
Base 2018	11,289,122	23,882	498	249,823		
1 2019	11,541,376	24,380	498	252,254	498	252,254
2 2020	11,796,305	24,879	499	254,929	998	507,183
3 2021	12,054,151	25,379	500	257,846	1,498	765,029
4 2022	12,315,158	25,881	501	261,007	1,999	1,026,036
5 2023	12,534,726	26,246	365	219,569	2,364	1,245,605
6 2024	12,758,716	26,616	371	223,990	2,734	1,469,595
7 2025	12,987,614	26,992	376	228,898	3,111	1,698,493
8 2026	13,221,176	27,374	382	233,562	3,493	1,932,055
9 2027	13,459,646	27,762	388	238,470	3,880	2,170,525
10 2028	13,703,024	28,156	393	243,377	4,274	2,413,902

Source: TischlerBise, using Average Day Demand factors and projected development shown in the *Land Use Assumptions*.

Existing Water Facilities

The cost per gallon of capacity for the Water Facilities development fee includes the value of existing water facilities capacity available to serve future development—this excludes the value of existing water production facilities where no excess capacity is available to future development. Avondale’s staff provided the value of existing water distribution lines, pumping stations, reservoirs, land, and equipment. This excludes the value of any water facilities provided by developers, and results in a water facilities system value of \$158,503,483. Currently, the existing water facilities have 30.66 MGD of capacity, of which 10.18 MGD, or 33.2 percent, remains as unused capacity available to serve future development. Applying the share of available capacity to the water facilities system value results in an available capacity value of \$52,596,379 (33.2 percent available capacity X \$158,503,483 water facilities system value).

Avondale’s water development fee fund includes a fund balance of \$467,788, and this balance is deducted from the total value of the water facilities system resulting in a value of \$52,128,591. Dividing this by the available capacity of the water facilities system results in a cost per gallon of capacity of \$5.12 (\$52,128,591 / 10.18 MGD). As shown in Figure 72, water demand is projected to increase by 2.41 MGD over the next 10 years. This results in \$12.36 million in fee revenue generated over the next 10 years to repay future development’s share of the water facilities system (\$5.12 per gallon of capacity X 2,413,902 additional gallons of water demand).

Figure 73: Existing Water Facilities Cost Allocation Factors

Existing Water Facilities	System Value
Water Distribution Lines	\$136,266,525
Pumping Stations	\$900,768
Reservoir	\$7,200,058
Land	\$13,071,859
Equipment	\$1,064,273
Total Water Facilities System Value	\$158,503,483
x Available Capacity	33.2%
Value of Available Capacity	\$52,596,379
Less: Existing Fund Balance	\$467,788
Cost to be Recovered	\$52,128,591
÷ Available Capacity (gpd)	10,175,533
Cost per Gallon of Capacity	\$5.12
Projected 10-Year Increase in Water Demand	2,413,902
Projected 10-Year Cost Recovery	\$12,359,178
Remaining Cost (Year 11+)	\$39,769,413

Planned Water Facilities

Avondale plans to construct four new wells with 6.80 MGD of capacity to serve future development. Shown below in Figure 74 are planned water facility improvements including wells, waterlines, booster stations, and treatment needed to serve future development. Avondale's staff identified growth-related water facilities with a total cost of \$40,588,000. When allocated to the planned capacity of 6.80 MGD, the cost per gallon of capacity is \$5.97.

As shown in Figure 72, water demand is projected to increase by 2.41 MGD over the next 10 years. This results in \$14.41 million in fee revenue generated over the next 10 years to fund future development's share of planned water facilities (\$5.97 per gallon of capacity X 2,413,902 additional gallons of water demand).

Figure 74: Planned Water Facilities Cost Allocation Factors

Description	CIP No.	Total Cost	Growth Share	Growth Cost
99th Avenue Waterline, Thomas-McDowell	WA1133	\$800,000	100%	\$800,000
Future Well	WA1318	\$2,700,000	100%	\$2,700,000
Dysart Rd Waterline, Roeser Align-Southern	WA1302	\$1,000,000	100%	\$1,000,000
Dysart Rd Waterline, Whyman-Lower Buckeye	WA1231	\$400,000	100%	\$400,000
Future Well, North of I-10	WA1131	\$4,400,000	100%	\$4,400,000
Future Well, North of Van Buren	WA1142	\$2,900,000	100%	\$2,900,000
McDowell Rd Waterline, 117th-Avondale	WA1135	\$300,000	100%	\$300,000
Well #27 Corporate/El Mirage	WA1214	\$2,500,000	100%	\$2,500,000
Wellhead Treatment	WA1068	\$1,500,000	100%	\$1,500,000
Nitrate Removal System for Coldwater Booster Station	WA1340	\$5,545,000	100%	\$5,545,000
McDowell Rd 16-Inch Waterline - Avondale to 99th Ave	WA1468	\$2,650,000	100%	\$2,650,000
Phoenix Water Connection to Garden Lakes Booster	WA1469	\$6,860,000	100%	\$6,860,000
107th and Roosevelt Treatment Site - Land Purchase	WA1470	\$600,000	100%	\$600,000
Garden Lakes Site - 2nd Reservoir & Booster Improvements	WA1471	\$8,358,000	100%	\$8,358,000
Northside Booster Well Site - Land Purchase & DCR	WA1472	\$75,000	100%	\$75,000
Total		\$40,588,000		\$40,588,000

Growth-Related Cost	\$40,588,000
÷ Additional Gallons of Capacity	6,800,000
Cost per Gallon of Capacity	\$5.97
Projected 10-Year Increase in Water Demand	2,413,902
Projected 10-Year Share of Cost	\$14,408,155
Remaining Cost (Year 11+)	\$26,179,845

Planned Water Recharge

Avondale's available and unused capacity to recharge water at the New River-Agua Fria Underground Storage Project ("NAUSP") is the basis for the water recharge component. Because the NAUSP is currently unused, the entire 2.14 MGD capacity of the NAUSP is available for new service units. The obligation is valued at \$1,620,139; with a capacity of 2.14 MGD, the water recharge component cost is \$0.76 per gallon.

As shown in Figure 72, water demand is projected to increase by 2.41 MGD over the next 10 years, however, NAUSP adds only 2.14 MGD of recharge capacity. To more closely match revenue projections with added capacity, Figure 75 includes projected demand of 2.17 MGD over the next nine years. This results in \$1.65 million in fee revenue generated over the next nine years (\$0.76 per gallon of capacity X 2,170,525 additional gallons of water demand). Avondale may expand its McDowell Road Facility to meet demand from future development not met by the NAUSP, but the McDowell Road Facility is not included in this update of Avondale's Water IIP.

Figure 75: Planned Water Recharge Cost Allocation Factors

Planned Water Recharge	Planned Cost
New River-Agua Fria River USP	\$1,620,139
÷ Water Recharge Capacity (gpd)	2,140,000
Cost per Gallon of Capacity	\$0.76
Projected Nine-Year Increase in Water Demand	2,170,525
Projected Nine-Year Share of Cost	\$1,649,599

IIP and Development Fee Report – Plan-Based

The cost to prepare the Water Facilities IIP and development fees totals \$28,644. Avondale plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost per gallon is \$0.02.

Figure 76: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
Parks and Recreational	\$14,323	Residential	91%	Population	84,736	92,626	7,890	\$1.65
		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

WATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for the Water Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Proposed Water Facilities Development Fees

Infrastructure components and cost factors for Water Facilities are summarized in the upper portion of Figure 77. The cost per service unit is \$11.87 per gallon. Figure 77 displays the ratio of a service unit to various types of land uses for residential and nonresidential development.

Residential Water Facilities development fees are assessed on a per unit basis, based on average day demand – approximately 322 gallons. Development fees assume a residential unit in a multi-unit structure with a single meter would be served by a 3/4" meter. If not, then the corresponding meter size and capacity ratio shown below would be used to establish a ratio of service unit to land use. The single-family fee of \$3,822, is calculated using a cost per service unit of \$11.87 per gallon multiplied by average day demand per residential unit of approximately 322 gallons.

For nonresidential Water Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for Water Facilities. Capacity ratios equate 5/8" and 3/4" meters to the average day demand per residential unit. Utilizing average day demand is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Water Facilities development fees are calculated by multiplying the average day demand per residential unit by the capacity ratio for the corresponding size and type of water meter, which are provided by the American Water Works Association (2017) and shown below in Figure 77. The fee for a one-inch meter, \$6,383, is calculated using a cost per service unit of \$11.87 per gallon multiplied by average day demand per residential unit of approximately 322 gallons, multiplied by the capacity ratio of 1.67.

Figure 77: Schedule of Water Facilities Development Fees

Demand Indicators	
Residential Gallons per Average Day	322
Cost Factors per Gallon of Capacity	
Existing Water Facilities	\$5.12
Planned Water Facilities	\$5.97
Planned Water Recharge	\$0.76
Development Fee Report	\$0.02
Capital Cost per Gallon of Capacity	\$11.87

Residential Development	Development Fees per Unit		
Development Type	Proposed Fees	Current Fees	Increase / Decrease
Residential	\$3,822	\$4,651	(\$829)

Nonresidential Development			Development Fees per Meter		
Meter Size (inches)		Capacity Ratio ¹	Proposed Fees	Current Fees	Increase / Decrease
0.75	Displacement	1.00	\$3,822	\$4,651	(\$829)
1.00	Displacement	1.67	\$6,383	\$7,767	(\$1,384)
1.50	Displacement	3.33	\$12,728	\$15,488	(\$2,760)
2.00	Compound	5.33	\$20,372	\$24,790	(\$4,418)
3.00	Compound	10.67	\$40,782	\$49,627	(\$8,845)
4.00	Compound	16.67	\$63,715	\$77,533	(\$13,818)
6.00	Compound	33.33	\$127,392	\$155,021	(\$27,629)

1. AWWA Manual of Water Supply Practices M-1, 7th Edition.

PROJECTED WATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected Water Facilities Development Fee Revenue

Projected fee revenue shown in Figure 78 is based on the development projections in the *Land Use Assumptions* document and the updated Water Facilities development fees. If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue of approximately \$28.44 million over the next 10 years is approximately equal to the projected growth-related cost of water facilities (\$28.45 million).

Figure 78: Projected Water Facilities Development Fee Revenue

Fee Component	Growth Share
Existing Water Facilities	\$12,359,178
Planned Water Facilities	\$14,408,155
Planned Water Recharge	\$1,649,599
Development Fee Report	\$28,644
Total	\$28,445,577

		\$11.87 per gallon
Year		Gallons
Base	2018	11,289,122
Year 1	2019	11,541,376
Year 2	2020	11,796,305
Year 3	2021	12,054,151
Year 4	2022	12,315,158
Year 5	2023	12,534,726
Year 6	2024	12,758,716
Year 7	2025	12,987,614
Year 8	2026	13,221,176
Year 9	2027	13,459,646
Year 10	2028	13,703,024
10-Year Increase		2,413,902
Projected Revenue		\$28,444,685

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

APPENDIX B: PROFESSIONAL SERVICES

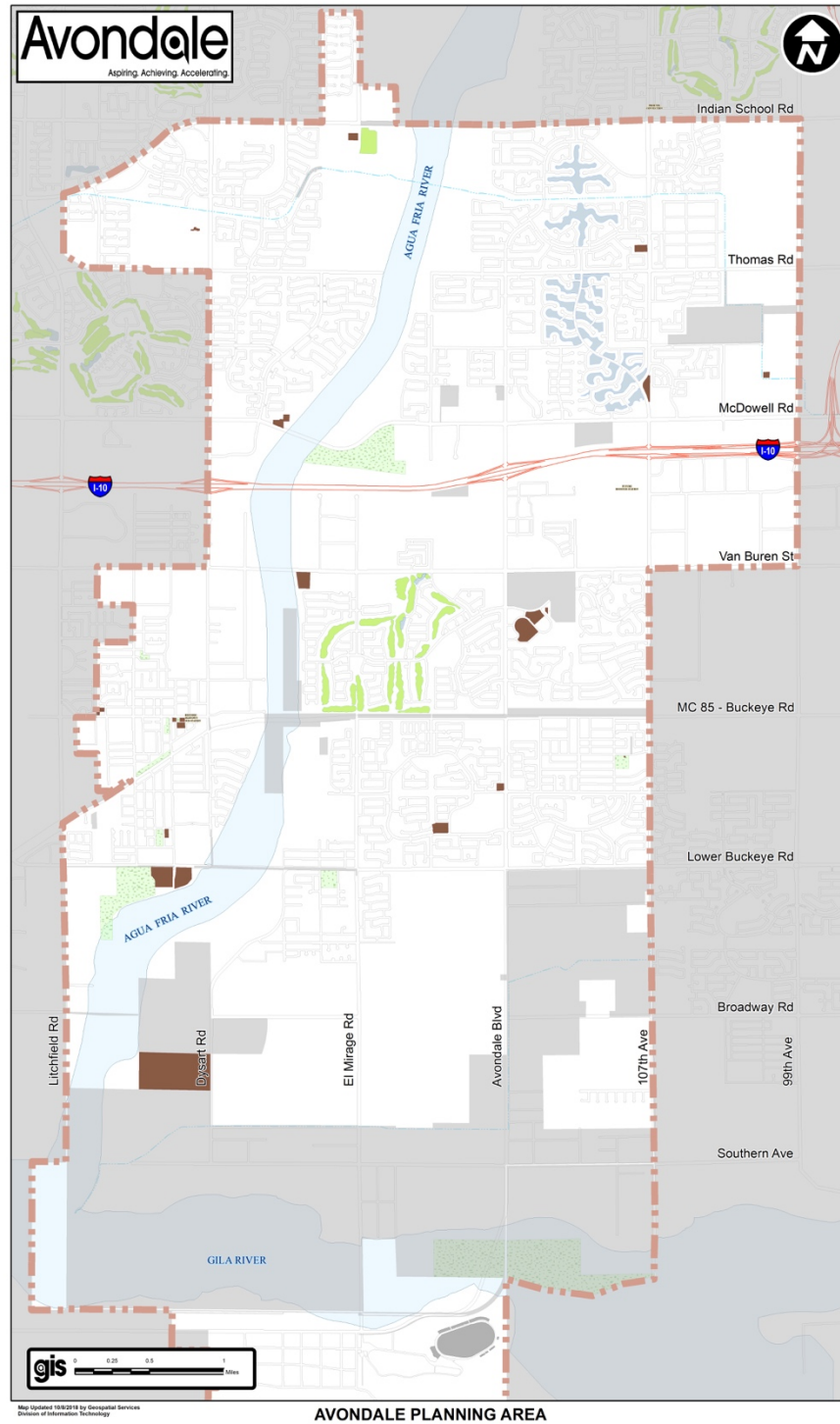
As stated in Arizona’s development fee enabling legislation, “a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan” (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience”.

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit	2018	2023	Change	Cost per Demand Unit
Fire	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Library	\$15,118	Residential	82%	Population	84,736	92,626	7,890	\$1.57
		Nonresidential	18%	Jobs	17,086	19,298	2,212	\$1.23
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		Nonresidential	9%	Jobs	17,086	19,298	2,212	\$0.58
Police	\$14,323	Residential	82%	Population	84,736	92,626	7,890	\$1.49
		Nonresidential	18%	Vehicle Trips	72,025	81,026	9,001	\$0.29
Street	\$25,065	Residential	100%	VMT	498,794	545,990	47,196	\$0.53
Wastewater	\$21,484	Residential	100%	Gallons	5,926,764	6,547,057	620,293	\$0.03
Water	\$28,644	Residential	100%	Gallons	11,289,122	12,534,726	1,245,605	\$0.02
Total	\$133,280							

APPENDIX C: LAND USE ASSUMPTIONS

The estimates and projections of residential and nonresidential development in this Land Use Assumptions document are for areas within the boundaries of the City of Avondale. The map below illustrates the area within the City of Avondale Service Area boundaries.



Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

“projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality.”

The City of Avondale, Arizona retained TischlerBise to analyze the impacts of development on its capital facilities and to calculate development impact fees based on that analysis. TischlerBise prepared current demographic estimates and future development projections for both residential and nonresidential development that will be used in the Infrastructure Improvements Plan (IIP) and calculation of the development fees. Current demographic data estimates for 2018 are used in calculating levels of service (LOS) provided to existing development in the City of Avondale. Although long-range projections are necessary for planning infrastructure systems, a shorter time frame of five to ten years is critical for the development fee analysis.

Arizona's Development Fee Act requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years. Therefore, the use of a very long-range “build-out” analysis is no longer acceptable for deriving development fees in Arizona municipalities.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions for the City of Avondale development fee study are population, housing units, and employment projections. Based on discussions with staff, TischlerBise estimates housing units by combining building permit data with Maricopa Association of Governments (MAG) 2015-2030 projections. TischlerBise derives population estimates by converting annual housing unit increases to population using persons per housing unit factors. For nonresidential development, the base year employment estimate is calculated based on MAG 2015 and 2020 estimates. The MAG 2015-2030 average annual growth rates are applied to the base year employment estimate to project future employment by industry sector. The employment estimate is converted into floor area based on average square feet per job multipliers. Four nonresidential development prototypes are discussed further below (see Figure C5 and related text). The projections contained in this document provide the foundation for the Development Fee Report. These metrics are the service units and demand indicators used in the Development Fee Report.

Development projections and growth rates are summarized in Figure C11. These projections will be used to estimate development fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fees methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate-share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, Avondale will receive an increase in fee revenue, but will also need to accelerate infrastructure improvements to keep pace with the actual rate of development.

During the next five years, land use assumptions indicate an average increase of 565 housing units per year, and an average increase of approximately 232,000 nonresidential square feet per year.

RESIDENTIAL DEVELOPMENT

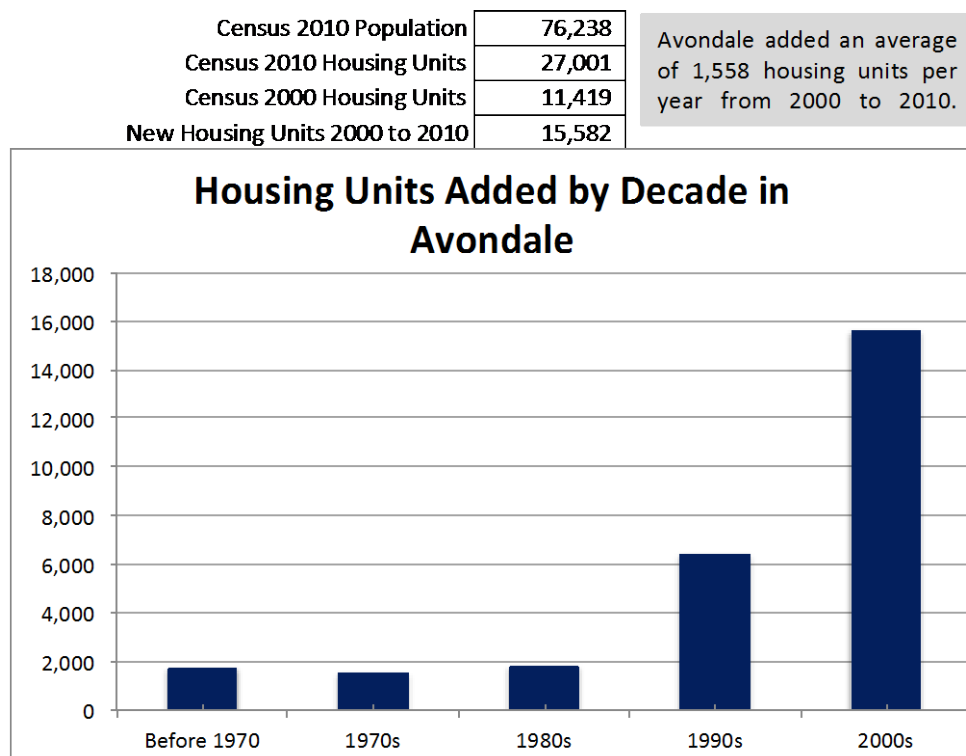
Current estimates and future projections of residential development are detailed in this section including population and housing units by type.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units.

Shown below, Figure C2 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. Avondale experienced strong growth in the 1990s and 2000s. From 2000 to 2010, Avondale's housing inventory increased by an average of 1,558 units per year.

Figure C2: Housing Units by Decade



Source: U.S. Census Bureau, Census 2010 Summary File 1, Census 2000 Summary File 1, 2011-2015 5-Year American Community Survey (for 1990s and earlier, adjusted to yield total units in 2000).

Household Size

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development in Avondale be imposed according to the number of year-round residents per housing unit. This methodology assumes some portion of the housing stock will be vacant during the course of a year. According to the U.S. Census Bureau American Community Survey, Avondale's vacancy rate was 11 percent in 2015.

PPHU calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a "long-form" questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses). For development fees in Avondale, detached stick-built units and attached units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land) are included in the "Single-Family Unit" category. The second residential category includes duplexes and all other structures with two or more units on an individual parcel of land. This category is referred to as "Multi-Family Unit." (Note: housing unit estimates from ACS will not equal decennial census counts of units. These data are used only to derive the custom PPHU factors for each type of unit).

Figure C3 below shows the 2011-2015 five-year ACS estimates for Avondale. Single-family units averaged 3.18 persons per housing unit (68,254 persons / 19,267 housing units) and multi-family units averaged 2.13 persons per housing unit (10,445 persons / 4,249 housing units). In 2015, Avondale's housing stock averaged 2.98 persons per housing unit.

Figure C3: Persons per Housing Unit

<i>Units in Structure</i>	<i>Persons</i>	<i>Households</i>	<i>Persons per Household</i>	<i>Housing Units</i>	<i>Persons per Housing Unit</i>	<i>Housing Mix</i>	<i>Vacancy Rate</i>
Single-Family Unit ¹	68,254	19,267	3.54	21,492	3.18	81.5%	10%
Multi-Family Unit ²	10,445	4,249	2.46	4,894	2.13	18.5%	13%
TOTAL	78,699	23,516	3.35	26,386	2.98		11%

Source: TischlerBise analysis and calculation based on U.S. Census Bureau, 2011-2015 American Community Survey, 5-Year Estimates.

1. Includes detached, attached (townhouse), and manufactured units.

2. Includes duplexes, structures with two or more units, and all other units.

Population Estimates

To accurately determine current and future population in Avondale, TischlerBise compared population estimates and growth rates from ACS data, Arizona Department of Administration (ADOA) data, the Avondale General Plan, and Maricopa Association of Governments (MAG) data. MAG released population projections through 2050 for jurisdictions in 2016, along with annual updates of housing unit and population estimates. TischlerBise uses MAG's 2016 Socioeconomic Projections in conjunction with Avondale staff-provided building permit data to derive the base year estimates of population and housing units. Staff-provided building permit data is used to estimate the increase in housing units in 2016 and 2017: 355 single-family units and 66 multi-family units were added in 2016; 198 single-family units and 400 multi-family units were added in 2017. This results in a base year housing unit estimate of 28,639. TischlerBise converts estimated housing units to population using persons per housing unit factors detailed in Figure C3 – 3.18 persons per single-family housing unit and 2.13 persons per multi-family housing unit – which results in a base year population of 83,080 persons.

Population Projections

Based on recent building permit trends and discussions with Avondale staff, TischlerBise projects an average annual increase of 600 housing units (360 single-family and 240 multi-family units) between 2018 and 2022. TischlerBise projects housing growth beyond 2022 using MAG's 2015-2030 household compound average annual growth rate of 1.34%. The housing units are distributed by type based on the housing mix detailed in Figure A2. Therefore, between 2023 and 2027, 81.5% of projected new units are single-family and 18.5% are multi-family. To project future population between 2017 and 2027, the annual housing unit increase is converted using the persons per housing unit factors of 3.18 for single-family units and 2.13 for multi-family units. For this study, it is assumed that the household size will remain constant. TischlerBise projects a 10-year increase of 14,490 persons, or an average of 1,449 persons annually, and a corresponding 10-year increase of 5,034 housing units, or an average of 503 units annually. Based on projections provided by Avondale's Development and Engineering Services Department, anticipated buildout will occur in 2050 at an annual growth rate of 1.2 percent. Using the 2028 projected population of 99,226, the projected population in 2050 (buildout) will be approximately 129,000.

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease.

Figure C4: Residential Development Projections

	2018	2019	2020	2021	2022	2023	2028	10-Year
<i>Cumulative Increase</i>	<i>Base</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>10</i>	<i>Increase</i>
Population	84,736	86,392	88,048	89,704	91,360	92,626	99,226	14,490
Housing Units	29,239	29,839	30,439	31,039	31,639	32,063	34,273	5,034

NONRESIDENTIAL DEVELOPMENT

Current estimates and future projections of nonresidential development are detailed in this section including jobs and nonresidential floor area.

Employment Estimates

In addition to data on residential development, the calculation of development impact fees requires data on employment (number of jobs) and nonresidential square footage in Avondale. TischlerBise uses the term “jobs” to refer to employment by place of work. TischlerBise analyzed recent employment trends, reviewed data published by MAG, the U.S. Census Bureau, and Esri Business Analyst, and had discussions with City staff.

TischlerBise uses a four step process to calculate base year job and nonresidential footage estimates, and projections for 10 years past the base year. First, 2017 employment estimates are derived using 2015 and 2020 MAG employment estimates. Second, job estimates are organized by type: Industrial, Commercial/Retail, and Office / Institutional. Third, the MAG 2015-2030 annual employment growth rate is applied to the 2015 MAG employment estimate to project future citywide jobs. The last step allocates jobs by type based on the 2017 share of total jobs. This process is detailed below in Figure C5.

Figure C5: Estimated Employment and Distribution by Industry Type

<i>Nonresidential Category</i>	<i>2017 Jobs¹</i>	<i>Percent of Total Jobs</i>	<i>Sq. Ft. per Job</i>	<i>2017 Estimated Floor Area²</i>	<i>Jobs per 1,000 Sq. Ft.²</i>
Industrial	837	5.0%	3,199	2,677,901	0.31
Commercial / Retail	8,153	48.9%	475	3,875,162	2.10
Office / Institutional	7,687	46.1%	528	4,059,752	1.89
TOTAL	16,677	100%		10,612,815	

1. TischlerBise calculation based on Maricopa Association of Governments 2015 and 2020 estimates.

2. Costar, 2017 (industrial, commercial, and office). Institutional based on jobs and ITE 10th Edition (2017) multiplier.

Nonresidential Square Footage Estimates

TischlerBise uses 2017 Institute of Transportation Engineers (ITE) data as a proxy for future institutional nonresidential floor area (Figure C6). The prototype for institutional development is an elementary school (ITE 520), with an average of 1,076 square feet per job. Costar does not gather data on institutional development, so floor area estimates for institutional development are estimated based on current jobs and ITE building area ratios discussed below. TischlerBise uses Costar square footage estimates for industrial, commercial / retail, and office and other services floor area. As shown in Figure C5, existing industrial development averages 3,199 square feet per job, existing commercial / retail development averages 475 square feet per job, and existing office / institutional development averages 528 square feet per job. TischlerBise estimates Avondale has approximately 10.585 million square feet of nonresidential space.

Figure C6: The Institute of Transportation Engineers, Employee and Building Area Ratios

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.96	3.05	1.63	615
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
150	Warehousing	1,000 Sq Ft	1.74	5.05	0.34	2,902
520	Elementary School	1,000 Sq Ft	19.52	21.00	0.93	1,076
610	Hospital	1,000 Sq Ft	10.72	3.79	2.83	354
710	General Office (average size)	1,000 Sq Ft	9.74	3.28	2.97	337
720	Medical-Dental Office	1,000 Sq Ft	34.80	8.70	4.00	250
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
760	Research & Dev Center	1,000 Sq Ft	11.26	3.29	3.42	292
820	Shopping Center (average size)	1,000 Sq Ft	37.75	16.11	2.34	427

1. Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).

Employment and Nonresidential Floor Area Projections

Future employment growth and nonresidential development in Avondale are based on MAG data. To project employment, TischlerBise applies MAG 2015-2030 annual employment growth rates to the 2015 MAG employment estimate of 15,892 total jobs.

To project growth in nonresidential square footage, TischlerBise applies the previously discussed square feet per employee factors to the projected increase in employment. The results of these calculations are shown in Figure C7. Over the next 10 years, Avondale is projected to gain 4,739 jobs and add an estimated 2.49 million square feet of nonresidential development.

Figure C7: Nonresidential Development Projections

	2015	2018	2019	2020	2021	2022	2023	2028	10-Year Increase
<i>Cumulative Increase</i>		<i>Base</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>10</i>	
Jobs									
Industrial	797	858	879	901	924	947	970	1,097	239
Commercial / Retail	7,656	8,414	8,683	8,960	9,246	9,542	9,847	11,524	3,110
Office / Institutional	7,439	7,814	7,943	8,074	8,207	8,343	8,481	9,204	1,390
Total Jobs	15,892	17,086	17,505	17,935	18,377	18,832	19,298	21,825	4,739
Nonresidential Floor Area (x 1,000)									
Industrial KSF		2,739	2,800	2,864	2,930	2,997	3,064	3,432	694
Commercial / Retail KSF		3,987	4,101	4,220	4,342	4,468	4,599	5,315	1,328
Office / Institutional KSF		4,103	4,146	4,190	4,235	4,281	4,327	4,571	468
Total Nonresidential KSF		10,828	11,047	11,274	11,507	11,746	11,990	13,318	2,490

AVERAGE WEEKDAY VEHICLE TRIPS

Average Weekday Vehicle Trips are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 10th Edition*, published by the ITE in 2017. A vehicle trip end represents a vehicle entering or exiting a development (as if a traffic counter were placed across a driveway).

Trip Rate Adjustments

To calculate road development fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further below, the development impact fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 65 percent to account for commuters leaving Avondale for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure C8, the U.S. Census Bureau's OnTheMap web application indicates that 96 percent of resident workers traveled outside of Avondale for work in 2015. In combination, these factors ($0.31 \times 0.50 \times 0.96 = 0.148$) support the additional 15 percent allocation of trips to residential development.

Figure C8: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters¹	
Employed Residents	36,444
Residents Working in Avondale	1,596
Residents Working Outside Avondale (Commuters)	34,848
Percent Commuting out of Avondale	96%
Additional Production Trips²	
	15%
Residential Trip Adjustment Factor	
	65%

1. U.S. Census Bureau, *OnTheMap Application (version 6.1.1) and LEHD Origin-Destination Employment Statistics, 2015*.

2. According to the *National Household Travel Survey (2009)**, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2015 indicate that 96 percent of Avondale's workers travel outside the city for work. In combination, these factors ($0.3099 \times 0.50 \times 0.96 = 0.14816$) account for 15 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (15 percent of production trips) for a total of 65 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial development, the trip adjustment factor is less than 50 percent because retail development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Estimated Residential Vehicle Trip Rates

As an alternative to simply using the national average trip generation rate for residential development, the ITE publishes regression curve formulas that may be used to derive custom trip generation rates, using local demographic data. Key independent variables needed for the analysis (i.e. vehicles available, housing units, households, and persons) are available from American Community Survey data. Shown in Figure C9, custom trip generation rates for Avondale vary slightly from the national averages. For example, single-family residential development is expected to generate 10.00 average weekday vehicle trip ends per dwelling – compared to the national average of 9.44 (ITE 210). Multi-family residential development is expected to generate 5.20 average weekday vehicle trip ends per dwelling, which is lower than the national average of 5.44 (ITE 221).

Figure C9: Average Weekday Vehicle Trip Ends by Housing Type

	Vehicles Available ¹	Households by Structure Type ²			Vehicles per HH by Tenure
		Single-Family	Multi-Family	Total	
Owner-occupied	26,252	12,646	28	12,674	2.07
Renter-occupied	17,212	6,621	4,221	10,842	1.59
TOTAL	43,464	19,267	4,249	23,516	1.85

	Persons in Households ³	Trip Ends ⁴	Vehicles by Type of Unit	Trip Ends ⁵	Average Trip Ends	Housing Units ⁶	Trip Ends per Unit	
							Avondale	ITE ⁷
Single-Family	68,254	190,047	36,705	239,232	214,640	21,492	10.00	9.44
Multi-Family	10,445	23,838	6,759	26,924	25,381	4,894	5.20	5.44
TOTAL	78,699	213,885	43,464	266,156	240,020	26,386	9.10	

1. Vehicles available by tenure from Table B25046, American Community Survey, 2011-2015 5-Year Estimates.
2. Households by tenure and units in structure from Table B25032, American Community Survey, 2011-2015 5-Year Estimates.
3. Total population in households from Table B25033, American Community Survey, 2011-2015 5-Year Estimates.
4. Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2017). For single-family housing (ITE 210), the fitted curve equation is $EXP(0.89 \cdot \ln(\text{persons}) + 1.72)$. To approximate the average population of the ITE studies, persons were divided by 122 and the equation result multiplied by 122. For multi-family housing (ITE 221), the fitted curve equation is $(2.29 \cdot \text{persons}) - 81.02$.
5. Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2017). For single-family housing (ITE 210), the fitted curve equation is $EXP(0.99 \cdot \ln(\text{vehicles}) + 1.93)$. To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 143 and the equation result multiplied by 143. For multi-family housing (ITE 221), the fitted curve equation is $(3.94 \cdot \text{vehicles}) + 293.58$.
6. Housing units from Table B25024, American Community Survey, 2011-2015 5-Year Estimates.
7. Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).

Functional Population

TischlerBise recommends functional population to allocate the cost of certain facilities to residential and nonresidential development. As shown in Figure C10, functional population accounts for people living and working in a jurisdiction. OnTheMap is a web-based mapping and reporting application that shows where workers are employed and where they live. It describes geographic patterns of jobs by their employment locations and residential locations as well as the connections between the two locations. OnTheMap was developed through a unique partnership between the U.S. Census Bureau and its Local Employment Dynamics (LED) partner states.

Residents who do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents who work in Avondale are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents who work outside Avondale are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2015 functional population data for Avondale, the cost allocation for residential development is 82 percent while nonresidential development accounts for 18 percent of the demand for municipal facilities.

Figure C10: Functional Population

	Demand Units in 2015	Demand Hours/Day	Person Hours	Proportionate Share
Residential				
Estimated Residents	80,329			
Residents Not Working	43,885	20	877,700	
Employed Residents	36,444			
Employed in Service Area	1,596	14	22,344	
Employed outside Service Area	34,848	14	487,872	
Residential Subtotal			1,387,916	82%
Nonresidential				
Non-working Residents	43,885	4	175,540	
Jobs in Service Area	13,656			
Residents Employed in Service Area	1,596	10	15,960	
Non-Resident Workers (inflow Commuters)	12,060	10	120,600	
Nonresidential Subtotal			312,100	18%
TOTAL			1,700,016	100%

Source: Maricopa Association of Governments 2015 Population Estimate; U.S. Census Bureau, OnTheMap 6.1.1 Application, 2015.

DEVELOPMENT PROJECTIONS

Provided below is a summary of cumulative development projections used in the development impact fee study. Base year estimates for 2018 are used in the development impact fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure C11: Development Projections Summary

	2015	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10-Year
<i>Cumulative Increase</i>		<i>Base</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>Increase</i>
Population	80,329	84,736	86,392	88,048	89,704	91,360	92,626	93,910	95,212	96,532	97,870	99,226	14,490
Housing Units	27,620	29,239	29,839	30,439	31,039	31,639	32,063	32,493	32,929	33,371	33,819	34,273	5,034
Jobs													
Industrial	797	858	879	901	924	947	970	994	1,019	1,044	1,070	1,097	239
Commercial / Retail	7,656	8,414	8,683	8,960	9,246	9,542	9,847	10,161	10,486	10,821	11,167	11,524	3,110
Office / Institutional	7,439	7,814	7,943	8,074	8,207	8,343	8,481	8,621	8,763	8,908	9,055	9,204	1,390
Total Jobs	15,892	17,086	17,505	17,935	18,377	18,832	19,298	19,776	20,268	20,773	21,292	21,825	4,739
Nonresidential Floor Area (x 1,000)													
Industrial KSF		2,739	2,800	2,864	2,930	2,997	3,064	3,134	3,206	3,279	3,354	3,432	694
Commercial / Retail KSF		3,987	4,101	4,220	4,342	4,468	4,599	4,733	4,871	5,014	5,162	5,315	1,328
Office / Institutional KSF		4,103	4,146	4,190	4,235	4,281	4,327	4,375	4,422	4,471	4,521	4,571	468
Total Nonresidential KSF		10,828	11,047	11,274	11,507	11,746	11,990	12,241	12,500	12,764	13,037	13,318	2,490

APPENDIX D: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Avondale will collect development fees from all new residential units. One-time development fees are determined by site capacity (i.e. number of residential units).

Single-Unit:

1. **Single-family detached** is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. **Single-family attached (townhouse)** is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. **Mobile home** includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

2+ Units:

1. **2+ units (duplexes and apartments)** are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. **Boat, RV, Van, Etc.** includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction within Avondale. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial / Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial / Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters, hotels, and motels.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Office / Institutional: Establishments providing management, administrative, professional, or business services; personal and health care services. By way of example, *Office and Other Services* includes banks, business offices, assisted living facilities, nursing homes, hospitals, medical offices, and veterinarian clinics. Establishments including public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, universities, churches, daycare facilities, government buildings, and prisons.