



City of Avondale

City Council Meeting

Monday, March 21, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager | Tracy Stevens, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting
Notice & Agenda
Monday, March 21, 2022

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

**SPECIAL MEETING
5:30 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. NEW EMPLOYEE INTRODUCTIONS

The following employees will be introduced to City Council. This item is for discussion only.

Human Resources Department

- Andrea Dumbrell, HR Director
- Cheryl Carrasco, Assistant HR Director
- Ted Flores, HR Manager
- Heather Daigle, Senior HR Analyst
- Sierra Daniels, Senior HR Analyst
- Samantha Corrales, Senior HR Analyst
- Norma Larios, HR Specialist
- Savannah Aguilar, HR Specialist
- Rachel Brito, HR Specialist
- Corina Rodriguez, Administrative Assistant
- Kathy Reyes, Benefits Manager
- Kristen Venditte, Senior HR Analyst (Benefits)
- Janet Jackson, HR Specialist
- Phillip Cundiff, Risk Manager
- Nikki Cross, Safety Officer
- Mary Gillespie, Policy and Procedure Analyst

Neighborhood and Family Services Department

- Brian Planty, Homeless Services Manager
- Marlena Pina, Homeless Services Coordinator

Marketing and Public Relations Department

- MacKenzie Henderson, Marketing & Public Relations Coordinator
- Christa Wilson, Senior Graphic Designer

Public Works Department

- Simon Lara, Solid Waste Manager

3. RECOGNITION OF FORMER COUNCIL MEMBER PAT DENNIS

The President of the Avondale Police Association will recognize former Council Member Pat Dennis for her leadership and support for the Sergeants and Officers of the Avondale Police Association. This item is for discussion only.

4. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should complete a Request to Speak online at www.avondaleaz.gov/RequestToSpeak prior to the start of the meeting.

REGULAR MEETING

6:00 PM

CALL TO ORDER BY MAYOR

PLEDGE OF ALLEGIANCE

MOMENT OF REFLECTION

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

2. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

3. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the January 24, 2022 City Council meeting minutes. The Council will take appropriate action.

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

City Council will consider a request to approve the City Council Subcommittee recommendations for the appointment of members of the City's Boards and Commissions. The Council will take appropriate action.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - LA PATRONA MEXICAN RESTAURANT

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jose Alonso Jimenez Valdez for the sale of alcohol at La Patrona Mexican Restaurant, located at 10575 West Indian School Road #101 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. VEHICLE PURCHASE BUDGET AND AWARD AUTHORITY

City Council will consider a request to: (a) approve a budget amendment in the amount \$1,745,000 from the Unanticipated Revenue line item for the purpose of ordering replacement vehicles scheduled for fiscal year 2023; (b) authorize administrative award authority for the outlined vehicle purchases; and (c) direct City staff to take appropriate action. The Council will take appropriate action.

e. AGREEMENT AND SUPPORT OF THE SMART REGION CONSORTIUM OF THE PARTNERSHIP FOR ECONOMIC INNOVATION

City Council will consider a request to approve participation in and support of the Smart Region Consortium as part of the Partnership for Economic Innovation (PEI), and authorize the Mayor or City Manager, City Clerk, and City Attorney to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1017-0322 - DESIGNATION OF CHIEF FISCAL OFFICER FOR THE ANNUAL EXPENDITURE LIMITATION REPORT

City Council will consider a request to adopt Resolution 1017-0322, designating Keith Fallstrom as the Chief Fiscal Officer for the submittal of the annual expenditure limitation report and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1018-0322 - AUTHORIZING BANKING & INVESTING AUTHORITY

City Council will consider a request to adopt Resolution 1018-0322 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 or Interim City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

h. RESOLUTION 1019-0322 - FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM

City Council will consider a request to adopt Resolution 1019-0322, approving an amendment to an Intergovernmental Agreement with the City of Phoenix for the Phoenix Fire Department Regional Dispatch System and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2018-0322 - DEDICATION OF A PERPETUAL EASEMENT TO THE UNITED STATES OF AMERICA IN ROOSEVELT STREET RIGHT-OF-WAY

City Council will consider a request to adopt Ordinance 2018-0322, dedicating a Perpetual Easement to the United States of America in Roosevelt Street right-of-way and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

j. ORDINANCE 2019-0322 - AUTHORIZATION FOR THE CITY TO EXCHANGE LAND WITH THE UNITED STATES OF AMERICA

City Council will consider a request to adopt Ordinance 2019-0322, allowing the City to enter into a land exchange agreement with the United States of America within Roosevelt Street right-of-way (ROW) and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

k. ALTA AVONDALE - FINAL PLAT - APPLICATION PL-21-0354

City Council will consider a request by Mr. Brian Greathouse, Burch & Cracchiolo, P.A., on behalf of the City of Avondale, for approval of a Final Plat – Alta Avondale Re-Plat to dedicate thirty-three feet (33') of Right-of-Way along Filmore Street and a thirty foot (30') Multi-Use Trail Easement (MUTE) on 12.8 acres located east of the northeast corner Van Buren Street and Avondale Boulevard. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 1020-0322- AVONDALE VILLAGES - MINOR GENERAL PLAN AMENDMENT - APPLICATION PL-21-0248

City Council will hold a public hearing and consider a request to adopt Resolution 1020-0322, approving a request by Mr. Adam Baugh, Withey Morris PLC., on behalf of Hamid Ertefai, for a Minor General Plan Amendment to the Avondale General Plan 2030 Land Use Map for Avondale Villages; a proposed 5.8 acre site located south of the southeast corner of Thomas and Dysart roads. The proposed will amend the General Plan 2030 Land Use Map designation from Local Commercial to High Density Residential. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2020-0322 – AVONDALE VILLAGES – REZONE – APPLICATION PL-21-0247

City Council will hold a public hearing and consider a request to adopt Ordinance 2020-0322, approving a request by Mr. Adam Baugh, Withey Morris PLC., on behalf of Hamid Ertefai, a request to Rezone approx. 5.8 acres south of the southeast corner of Thomas and Dysart roads from the Palm Valley Planned Area Development (PAD NC) to Avondale Villages Planned Area Development (PAD R-3) for the 70-unit Avondale Villages Townhome project. The Council will take appropriate action.

c. PUBLIC HEARING AND ORDINANCE 2021-0322 – ASCEND AT AVONDALE – REZONE – APPLICATION PL-21-0267

City Council will hold a public hearing and consider a request to adopt Ordinance 2021-0322, approving a request by Ms. Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC., on behalf of Nico Howard, for a request to Rezone approximately 40 acres generally located south and east of the southeast corner of Dysart and Indian School roads from the Palm Valley Planned Area Development (PAD) for commercial to Ascend Planned Area Development (PAD) for residential and commercial. The proposed Ascend project will allow for a 432-unit multi-family residential project; a 125-unit townhome project, and three (3) Community Commercial (C-2) parcels equaling a total of approximately 7.79 acres. The Council will take appropriate action.

d. AVID HOTEL AND SHOPS – DEVELOPMENT PLAN (SITE PLAN AND DESIGN REVIEW) – APPLICATION PL-21-0062

City Council will consider a request by Mr. Tim Rasnake, Archicon Architects & Interior, on behalf of Max Ghazool, for approval of PL-21-0062 Avid Hotel and Shops Development Plan (Site Plan and Design Review), which includes a proposed 95 room 4-story hotel, an approximately 5,000 square foot specialty store, 5,000 square foot restaurant, and future 3,000 retail space located within The BLVD Specific Plan on approximately 4 acres at the southwest corner of The BLVD and Avondale Boulevard. The Council will take appropriate action.

e. ENCORE AVONDALE – DEVELOPMENT PLAN (SITE PLAN AND DESIGN REVIEW) – APPLICATION PL-21-0331

City Council will consider a request by Mr. Jason Morris ESQ., Withey Morris PLC. on behalf of EMF Avondale LLC, for approval of PL-21-0331 Encore Avondale Development Plan (Site Plan and Design Review), a proposed 300-unit multi-family residential apartment community located within The BLVD Specific Plan on approximately 9.52 acres at the southeast corner of Roosevelt Street and Park Avenue. The Council will take appropriate action.

f. ALTA AVONDALE – DEVELOPMENT PLAN (SITE PLAN AND DESIGN REVIEW) – APPLICATION PL-21-0353

City Council will consider a request by Mr. Brian Greathouse, Burch & Cracchiolo, P.A., on behalf of Wood Partners, for approval of PL-21-0353 Alta Avondale Development Plan (Site Plan and Design Review), a proposed 360-unit multi-family residential apartment community located within The BLVD Specific Plan on approximately 12.8 acres east of the northeast corner of Van Buren Street and Avondale Boulevard. The Council will take appropriate action.

g. RESOLUTION 1021-0322 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES FOR CHAPTER 5 CLASSIFICATION AND COMPENSATION, CHAPTER 6 EMPLOYEE BENEFITS, CHAPTER 7 DRUG AND ALCOHOL, AND CHAPTER 11 SAFETY

City Council will consider a request to adopt Resolution 1021-0322, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 5 Classification and Compensation, Chapter 6 Employee Benefits, Chapter 7 Drug and Alcohol, and Chapter 11 Safety, and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ADDENDUM TO SOUTHWEST VALLEY CHAMBER OF COMMERCE PLATINUM MEMBERSHIP

City Council will consider a request to approving an Addendum to the Southwest Valley Chamber of Commerce Platinum Membership and authorize Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. MEMORANDUM OF UNDERSTANDING (MOU) WITH THE AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION (APFA) LOCAL 3924

City Council will consider a request to approve the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2022 through June 30, 2024 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. ADJOURNMENT

WORK SESSION

Convene immediately following the Regular Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. FISCAL YEAR 2023 (FY2023) BUDGET AND ASSET REPLACEMENT

City Council will receive a presentation from staff regarding the FY2023 Budget and Asset Replacement Program in preparation for the FY2023 budget which begins on July 1, 2022. Item is for discussion only.

3. ADJOURNMENT

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

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

MEETING DATE: 3/21/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Assistant City Manager, 623-333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

The approval of this agenda item provides residents with access to a previous meeting's minutes, which includes a summary of the meeting. The minutes are posted online where residents can access and read the summary. The minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the January 24, 2022 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the following City Council meeting minutes for January 24, 2022.

Contact person for document distribution: Citlaly Salas

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
January 24, 2022

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 6:01 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection in remembrance of the police officers who have lost their lives over the past week.

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

Note: Council Member Conde attended the meeting through an online meeting platform.

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Keith Fallstrom, Interim Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 30 members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. PRESENTATION ITEMS

a. EXCEPTIONAL STUDENT OF AVONDALE RECOGNITION (AVI STAR STUDENT)

City Council recognized the following Avondale students from schools located in Avondale for their character and achievement. This item was for discussion only.

- Elle Ewell, Arizona Agribusiness and Equine Center (AAEC)- Estrella Mountain
- Lavinia Chavez, Avondale Elementary School District
- Brinley Raser, Litchfield Elementary School District
- Josiah Sumare, Littleton Elementary School District
- Oscar Urquijo Guerrero, Pendergast Elementary School District
- Laura Sanchez Cardenas, Tolleson Union High School District

b. PROCLAMATION HONORING THE LIFE OF MAYOR GEORGIA LORD

City Council issued a proclamation to honor the life of Mayor Georgia Lord. This item was for discussion only.

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. Vice Mayor Malone requested agenda item 5g and 5h be pulled for separate consideration.

Having no additional requests from Council, motion was made by Vice Mayor Malone, seconded by Council Member Pineda, to approve the Consent Agenda with the exception of agenda items 5g and 5h.

Upon vote, the motion carried unanimously 6 to 0.

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

a. MINUTES

City Council approved the following City Council meeting minutes: (a) November 1, 2021, (b) November 15, 2021, and (c) December 13, 2021.

b. SERIES 6 (BAR) LIQUOR LICENSE - CLUB SANTA FE (OWNER TRANSFER)

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 6 Bar Liquor License submitted by Jeffrey Miller for the sale of alcohol at Club Santa Fe, located at 10907 West Buckeye Road in Avondale and authorized the City Clerk to execute the necessary documents.

c. SERIES 9 (LIQUOR STORE) LIQUOR LICENSE - FOOD CITY #83 (OWNER TRANSFER)

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 9 (Liquor Store) Liquor License submitted by Michael Basha for the sale of alcohol at Food City #83, located at 323 East Main Street in Avondale and authorized the City Clerk to execute the necessary documents.

d. SERIES 9 (LIQUOR STORE) LIQUOR LICENSE - FOOD CITY #93 (OWNER TRANSFER)

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 9 (Liquor Store) Liquor License submitted by Michael Basha for the sale of alcohol at Food City #93, located at 1450 North Dysart in Avondale and authorized the City Clerk to execute the necessary documents.

e. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - FAMILY DOLLAR #31787

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Carlos Favela for the sale of alcohol at Family Dollar #31787, located at 12214 West Lower Buckeye Road in Avondale and authorized the City Clerk to execute the necessary documents.

f. SERIES 12 (RESTAURANT) LIQUOR LICENSE - TACOS CHILANGO

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Anthony Ortiz for the sale of alcohol at Tacos Chilango, located at 1573 North Dysart Road, B2 in Avondale and authorized the City Clerk to execute the necessary documents.

g. FUNDING REQUEST FOR THE BLVD PARKING GARAGE

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

h. FUNDING REQUEST AND BUDGET ADJUSTMENT FOR A LOW ACUITY UNIT VEHICLE PURCHASE

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

i. RESOLUTION 1001-0122 - ORGANIZATION CHART FOR THE CITY OF AVONDALE

City Council adopted Resolution 1001-0122, approving the organization chart for the City and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. RESOLUTION 1002-0122 - SIGNATURE AUTHORITY FOR RISK MANAGER TO SIGN THE INDUSTRIAL COMMISSION OF ARIZONA (ICA) EXEMPTION FORM

City Council adopted Resolution 1002-0122, authorizing the Risk Manager to sign the Industrial Commission's Request for Exemption Form on behalf of the City for the annual self-insured Workers' Compensation program renewal.

k. RESOLUTION 1003-0122 ADOPTION OF THE MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

City Council adopted Resolution 1003-0122, approving the Maricopa County Multi-Jurisdictional Hazard Mitigation 2021 Plan and authorized the Mayor or City Manager, and City Clerk to execute the necessary documents.

I. RESOLUTION 1004-0122- APPROVAL OF 2021-2022 HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY

City Council adopted Resolution 1004-0122, authorizing an amendment to the Intergovernmental Agreement with Maricopa County to allow the City to receive an allocation of Federal funding under the HOME Investment Partnership Program in the amount of \$211,296 for the 2021-2022 fiscal year and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

m. ORDINANCE 2001-0122 - GRANTING AN EASEMENT TO ARIZONA PUBLIC SERVICE FOR ELECTRIC VEHICLE CHARGING STATIONS

City Council adopted Ordinance 2001-0122, authorizing the dedication of a utility easement to Arizona Public Service for the purpose of installing electrical lines and other related appurtenances for electric vehicle charging stations at the AZ Complete Health Avondale Resource Center, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

n. ORDINANCE 2002-0122 - FIRST AMENDMENT TO LEASE AGREEMENT - NEW PENNY CAFE

City Council adopted Ordinance 2002-0122, approving the First Amendment to the Lease Agreement between the City of Avondale and Queendom Concepts, LLC, dba New Penny Cafe, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

o. ELISEO BRINKER WAREHOUSE – MINOR LAND DIVISION – APPLICATION PL-21-0275

City Council approved a request by Michael Mosharrafa, Mutual Development Partners, LLC, on behalf of the property owner SCD Avondale LLC, for approval of a Minor Land Division (MLD) which dedicates an eight (8) foot Public Utility Easement (PUE). The approximately 5.17-acre site is located approximately 70 feet north of the northeast corner of Eliseo C. Felix Jr. Way and Brinker Drive.

p. GUARDIAN STORAGE – RE-PLAT – APPLICATION PL-21-0284

City Council approved a request by Guardian Storage III, on behalf of the property owner Little Guy Investments, for approval of a Re-Plat which shifts the property lines of two (2) parcels and dedicates an eight (8) foot Public Utility Easement along both Indian School Road and Osborn Road. The approximately 3.12-acre site, which consists of two (2) parcels, is located at the southwest corner of Indian School Road and Osborn Road.

THE FOLLOWING ITEMS WERE PULLED FROM THE CONSENT AGENDA TO
BE VOTED ON SEPERATELY:

g. FUNDING REQUEST FOR THE BLVD PARKING GARAGE

City Council considered a request to provide funding in the amount of \$1,000,000 from General Fund Contingency to pay for escalation in material and labor costs, to fund construction, and to authorize staff to take the necessary action to complete the budget amendment.

Vice Mayor Malone asked how many visitors come through the American Sports Center (ASC) complex on an annual basis. Cherlene Penilla, Acting City Manager, said over 300,000 people visit the ASC annually with an average annual revenue of approximately \$2 million over the last seven years. Prior to COVID-19, in 2019 there were 500,000 customers. The parking lot will help in terms of the significant visitor volumes.

Mayor Weise added that when the Sports Center was originally built, the parking lot in front was intended to be a temporary lot, with knowledge that a parking garage would eventually be necessary.

Vice Mayor Malone moved to provide funding in the amount of \$1,000,000 from General Fund Contingency to pay for escalation in material and labor costs, to fund construction, and to authorize staff to take the necessary action to complete the budget amendment; Council Member Kilgore seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

**h. FUNDING REQUEST AND BUDGET ADJUSTMENT FOR A LOW ACUITY
UNIT VEHICLE PURCHASE**

City Council considered a request to (a) fund the purchase of a vehicle for the recently created Low Acuity Unit in the Fire and Medical Department, and (b) authorized a budget adjustment from General Fund contingency.

Vice Mayor Malone asked for confirmation that the purchase is a result of COVID-19. Dale Nannenga, Public Safety Chief, stated that the program was utilized for several years and was brought back for COVID. This would prevent having to have four employees out answering calls. Two would go out and reduce their exposure

in the community. They would also respond to lower priority calls to make other trucks more available for service.

Vice Mayor Malone asked about staffing levels. Tony Corsi, Fire & Medical Director, stated that a meeting recently took place to finalize the decisions. There will be two teams of two firefighters, which will be stationed out of 175. One team will work from Sunday to Wednesday with the other working Wednesday through Saturday. Each team will have a training day every other week.

Vice Mayor Malone asked about the potential of rotating out of 24 hours a day and seven days a week, due to the amount of calls being received within the CAD system. Mr. Corsi stated that this has been discussed; however, they have not decide to proceed at that manner as of yet.

Vice Mayor Malone asked if the low acuity response team will only be servicing the City of Avondale and community members of Avondale and whether this will work on the CAD system. Mr. Corsi stated the low acuity unit will only respond within Avondale City limits for basic life support calls. There are a few exceptions that the mutual aid CAD system allows for. If the unit is located directly across jurisdictional lines to an active emergency, they may send the unit. Vice Mayor Malone asked about the number of community members served by the unit. Mr. Corsi said that the far south station has the most service, followed by the far northeast station. He estimates up to 1,600 to 2,000 calls per year for the low acuity unit.

Vice Mayor Malone moved to: (a) fund the purchase of a vehicle for the recently created Low Acuity Unit in the Fire and Medical Department, and (b) authorize a budget adjustment from General Fund contingency; Council Member Pineda seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

5. REGULAR AGENDA

a. ANNUAL COMPREHENSIVE FINANCIAL REPORT - FISCAL YEAR 2021

City staff presented the City's Annual Comprehensive Financial Report and the results of the annual audit for the fiscal year ended June 30, 2021. This item is for information and discussion only.

Keith Fallstrom, Interim Finance and Budget Director, stated that an annual financial audit is required by law, both in City Charter and Arizona Revised Statute. Other purposes include ensuring accurate financial statements, review of internal controls, and implementation of new standards. The Annual Comprehensive Financial Report (ACFR) contains basic financial statements, management discussion and additional information. The City received an unmodified opinion, which is a clean opinion and the best possible opinion for the City. Unmodified means that the auditor has confidence that the financial statements are representative of the City's financial position and are accurate for decision makers. The net position for government increased by 7.1 percent from fiscal year 2020 to 2021 and has a net position almost \$1.3 billion. Over \$1 billion of this is in investment and capital assets. There is \$73.9 million of restricted dollars earmarked for certain purposes such as water and sewer. Unrestricted funds are available in the amount of \$1.2 million. The General Fund net position increased by 47.7 percent with an ending net position at \$87.6 million. Categories were reviewed.

The management letter lists items that did not rise to the level of being a finding but are items that can be improved upon. There was one recommendation to improve employee access control. Staff is in the process of continuing to improve these procedures. The communication with governance is a letter for the Mayor, City Council, and City Management, covering the following topics: Changes in accounting policies; describe estimates; describes interaction with staff; uncorrected and corrected misstatements and findings/issues referenced.

For the Highway User Revenue Fund (HURF), statute requires auditors to ensure appropriate spending of the funds received. No issues were noted. The audit is required to indicate that the City is complying with Section 41-1494 which states the following:

- Do not require an employee to engage in training, orientation or therapy that presents any form of blame or judgment on the basis of race, ethnicity or sex.
- Do not use public monies for training, orientation or therapy that presents any form of blame or judgment on the basis of race, ethnicity or sex.

Mr. Fallstrom introduced Ann Fang, CPA with CliftonLarsonAllen LLP, the agency that performed the audit. She stated that the audit begins with various meetings with management, City personnel and Council Members. Specific audit areas of focus are determined. Once completed, an auditor's opinion will be provided. She provided an overview of the various letters and reports provided in conjunction with the auditor's opinion.

In response to a question from Vice Mayor Malone, Mr. Fallstrom stated that this was the complete audit for Fiscal Year 2021, the process will repeat in late August.

In response to a question from Council Member Nielson, Ms. Fang noted that most processes are now handled in a paperless fashion.

Note from the City Clerk: Items 5b and 5c were presented together and voted on individually.

b. PUBLIC HEARING AND RESOLUTION 1005-0122– FAIRWAY COMMERCE CENTER – MINOR GENERAL PLAN AMENDMENT – APPLICATION PL-21-0113

City Council held a public hearing and considered a request by Carolyn Oberholtzer, of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of property owner LaPour, and adopt Resolution 1005-0122, approving a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Fairway Commerce Center, a proposed 28.53 gross acre commerce park development located approximately 1,026 feet north of the northeast corner of Van Buren Street and Fairway Drive. The proposed Minor General Plan Amendment amended the General Plan 2030 Land Use Map designation from Urban Residential to Business Park. The requested Business Park category accommodates development of campuses for light manufacturing, corporate commerce, office, research and development, limited warehouse and distribution uses, and other similar light industrial uses.

Eric Fitzer, Planning Manager, Development and Engineering Services, provided an overview of the site location, attributes, and current zoning. The site is approximately 28.53 acres and was annexed in 1976. The property is undeveloped and currently being farmed. The zoning is Agricultural (AG) and the General Plan Land Use Designation is Urban Residential (UR). The property is located within the Freeway Corridor with access points off Fairway Drive and the I-10 Freeway. The proposed development includes approximately 450,260 square foot distribution and warehouse facility with offices located in each corner. A loading dock will be located on both the north and south sides of buildings. The development includes 320 parking spaces, 110 trailer spaces, and a 10-foot-high masonry screen wall along both truck courts.

The minor GPA request is to amend the General Plan land use designation from Urban Residential (UR) (30-plus dwellings per acre) to Business Park (BP) to facilitate development of a light industrial commerce park development. The BP designation allows for large scale campus development that provides abundant employment opportunities. The minor General Plan Amendment analysis was provided.

The rezoning request is to rezone from AG to Planned Area Development (PAD). Proposed uses are as a commerce park with warehouse and distribution facilities; distribution of products; professional offices; motion picture production studio; sale of products manufactured or assembled onsite; warehousing; wholesaling. The development will consist of a mix of CP and A-1 development standards with requested modifications.

Staff believes the PAD will be in conformance with the requested General Plan land use, will result in compatible land use relationships, provides a buffer of trees to the residential area to the north and along Corporate Drive and nearby commerce parks. The proposed plan offers employees refuge areas and advances the goals in the Freeway Corridor

Specific Plan. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.

Mr. Fitzer noted that all required public notifications were completed. There were no attendees at the neighborhood meeting, two comments on aVOICE, and no other formal comments. The Planning Commission recommend approval on November 15, 2021.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Council Member Nielson asked for clarification on the entrances. Mr. Fitzer identified the entrances on the map and noted that Corporate Drive also provides access.

Council Member Conde inquired about the comments received through aVOICE. Mr. Fitzer stated that one comment was regarding industrial uses along the Freeway Corridor. The other was in favor of the overall project as the project would add jobs.

Council Member Nielson moved to adopt Resolution 1005-0122 approving Application PL-21-0113 Fairway Commerce Center, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the land use designation from Urban Residential to Business Park; Vice Mayor Malone seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

c. PUBLIC HEARING AND ORDINANCE 2003-0122 – FAIRWAY COMMERCE CENTER – REZONE – APPLICATION PL-21-0112

City Council held a public hearing and considered a request to adopt Ordinance 2003-0122 by Carolyn Oberholtzer, of Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of property owner LaPour, to rezone approximately 28.53 gross acres located approximately 1,026 feet north of the northeast corner of Van Buren Street and Fairway Drive from Agricultural (AG) to Planned Area Development (PAD). The proposed Fairway Commerce Center PAD will allow a mix of light industrial, flex industrial, and commercial uses based on a mix of the City's Commerce Park (CP) and General Industrial (A-1) zoning districts. A request to change the General Plan 2030 Land Use Map designation from Urban Residential to Business Park will be considered separately.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Vice Mayor Malone moved to adopt Ordinance 2003-0122 approving Application PL-21-0112 Fairway Commerce Center PAD, a request to Rezone approximately 28.53 gross acres located approximately 1,026 feet north of the northeast corner of Van Buren Street and Fairway Drive from Agricultural (AG) to Fairway Commerce Center PAD, subject to six (6) recommended conditions of approval as listed in the staff report; Council Member Kilgore seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

d. PUBLIC HEARING-THE RESIDENCES AT AGUA FRIA ANNEXATION - APPLICATION PL-21-0191

City Council held a public hearing regarding a request by Adam Baugh, Withey Morris PLC, on behalf of property owner Mattfeld Holdings LLC to annex approximately 4.11 acres located approximately 1,203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road. This item was for discussion and public hearing only.

Eric Fitzer, Planning Manager, Development and Engineering Services, stated the purpose of the item is to conduct a public hearing on the proposed annexation of approximately 4.11 acres of land generally located approximately 1,203 southwest of the southwest corner of Buckeye Road and El Mirage. No action is required at this time and adoption of the annexation ordinance will be considered on February 7th, 2022. The site location details were reviewed. There are two subsequent applications, one for rezoning and one for a General Plan amendment. There is one owner, Mattfeld Holdings. Current County zoning is Rural-43. Avondale's equivalent zoning is Rural Residential, RR-43. The minor General Plan Amendment will be from Medium Density Residential (MDR) and rezoning to PAD for 22.6 acres (of which the 4.11 acres is included) in process and scheduled for February 7, 2022. A blank petition has been filed and all notifications have been completed.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Vice Mayor Malone identified construction north of the property and inquired on access points to the development. Mr. Fitzer stated that as part of the development plan there is an access point to Buckeye Road as well as a secondary emergency ingress and egress to Buckeye Road. These are currently under review under a separate application.

Council Member Pineda asked if a product has been identified. Mr. Fitzer said that the proposal in the future will be for single family rental units.

Mayor Weise added that the property has some challenges with the tank farms; remediation will have to take place. It assumed that the Phase I environmental has or will be completed. Mr. Fitzer confirmed this understanding and added that more information will be provided at a future date.

Note from the City Clerk: Items 5e, 5f, and 5g were presented together and voted on individually.

e. PUBLIC HEARING AND RESOLUTION 1006-0122 - SHADOW RIDGE – MAJOR GENERAL PLAN AMENDMENT – APPLICATION PL-21-0021

City Council held a public hearing and considered a request to adopt Resolution 1006-0122, approving a request by Cindy Paddock of HILGARTWILSON for a Major Amendment to the Avondale General Plan 2030 Land Use Map for Shadow Ridge, a proposed 118.4 gross acre planned development at the southeast corner of Miami Avenue and Avondale Boulevard. The General Plan 2030 Land Use Map designations for the property will be amended from Estate Low Density Residential to Medium Density Residential.

Eric Fitzer, Planning Manager, Development and Engineering Services, stated that the purpose of this item is to review a proposed Major General Amendment (GPA), annexation and rezone for the proposed Shadow Ridge Development, conduct separate public hearings for each item and take action on each item on this item. The site location and surrounding areas were reviewed. It is approximately 118.4 gross acres, currently located in Maricopa County pending annexation request. Council authorized to proceed on October 25th, with the public hearing for discussion on November 15th. The Planning & Zoning Commission recommended approval on November 17, 2021. The zoning is R1-6 RUPD in the County. A background of the zoning history was provided. The land will be assigned the City equivalent of R1-6 zoning upon annexation. The General Plan land use designation is Estate Low Density Residential (ELDR).

The Major GPA request is to amend the General Plan land use designation from ELDR to Medium Density Residential (MDR) with a proposed density of 3.6 dwelling units per acre and a total of 416 dwelling units. The Major GPA analysis was reviewed.

An annexation background was provided. There are two property owners and no adjacent right-of-way included. Avondale Boulevard is already located within the City limits. Miami Avenue will remain a MCDOT roadway. The property will be assigned to City equivalent zoning Urban Residential R1-6 upon annexation. The request is to rezone to PAD approximately 118.5 gross acres, as Shadow Ridge is in process under separate application. A blank petition has been filed and notifications have been completed. A history of the zoning background and rezone requests was provided with the revised request in December, reducing the proposed lot types from five to four and including over 20 acres of open space.

The rezone analysis was provided. The PAD will be in conformance with requested General Plan land use designation & Design Manual. The zoning is compatible with adjacent uses and adequate transition between larger lots to the north. The project includes design standards that will ensure an interesting and varied streetscape. The open space is above minimum requirements and modifications are consistent with nearby MDR developments.

Public participation was completed, including a 60-day review. No responses were received. Certificates of adequate school facilities have been received. The neighborhood meeting had two attendees. All required notifications have been completed. The suggested resolution language for each of the agenda items was read.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Council Member Nielson asked about water and sewer capacity. Mr. Fitzer stated that there have been reviews with multiple departments and there is concurrence that there is adequate capacity.

Council Member Pineda thanked the applicant for reconfiguring the lot sizes and limiting disruption to residents living in the county island area by constructing an entry into the development from the north.

Vice Mayor Malone thanked staff and the developer for listening to Council feedback, particularly in terms of traffic mitigation.

Mayor Weise noted that when this was discussed three months ago, there were concerns regarding the small lot sizes and their concentration. He commended the revisions that were made in such a short period of time.

Vice Mayor Malone moved to adopt Resolution 1006-0122 approving application PL-21-0021 Shadow Ridge, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the property from Estate Low Density Residential (ELDR) to Medium Density Residential (MDR); Council Member Kilgore seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

f. PUBLIC HEARING AND ORDINANCE 2004-0122 - SHADOW RIDGE ANNEXATION – APPLICATION PL-21-0100

City Council held a public hearing and considered a request by Ms. Cindy Paddock of HILGARTWILSON, on behalf of property owner EIEIO LLC, to adopt Ordinance 2004-0122, annexing approximately 115.71 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue, which is south of Lower Buckeye Road, into the jurisdiction of the City of Avondale.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Council Member Pineda moved to adopt Ordinance 2004-0122 annexing approximately 115.71 acres generally located at the southeast corner of Avondale Boulevard and Miami Avenue; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

g. PUBLIC HEARING - ORDINANCE 2005-0122 - SHADOW RIDGE REZONING FROM R1-6 TO PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-21-0087

City Council held a public hearing and consider a request to adopt Ordinance 2005-0122, approving a request by Cindy Paddock of HILGARTWILSON for a Rezone for Shadow Ridge, a proposed 118.4 gross acre planned development at the southeast corner of Miami Avenue and Avondale Boulevard. The proposed Rezone, if approved, will change the zoning from Urban Residential (R1-6) to Planned Area Development (PAD).

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Vice Mayor Malone moved to adopt Ordinance 2005-0122, approving Application PL-21-0087 Shadow Ridge, a request to rezone approximately 118.4 gross acres from Urban Residential (R1-6) to Planned Area Development (PAD), subject to nine (9) conditions listed in the staff report with an additional 10th condition; Council Member Pineda seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye

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

h. INTERVIEW OF APPLICANTS TO FILL A VACANCY IN THE CITY COUNCIL

City Council interviewed Lisa Amos, Jerome Brownlee Jr., Gloria Solorio, and Chris Thompson as individuals interested in being appointed to fill the vacancy in the City Council due to the resignation of Council Member Pat Dennis.

i. EXECUTIVE SESSION

Council Member Kilgore moved to hold an Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(1) for the purpose of discussion or consideration of appointment for the position of Council Member; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

The City Council took a recess at 8:15 p.m. to hold an Executive Session and reconvened in open and public session at 8:29 p.m.

j. APPOINTMENT OF CANDIDATE TO FILL VACANCY IN THE CITY COUNCIL

Council Member Pineda moved to appoint Gloria Solorio to fill the vacancy in the City Council with a term expiration date of December 31, 2024; Vice Mayor Malone seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

6. ADJOURNMENT

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Regular Meeting; Council Member Nielson seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

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

Meeting adjourned at 8:31 p.m.

Kenn Weise, Mayor

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 24th day of January 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Appointment of Members to the City's Boards and Commissions

MEETING DATE: 3/21/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item will allow residents to serve Avondale as an appointed board member, increasing community engagement.

PURPOSE:

City Council will consider a request to approve the City Council Subcommittee recommendations for the appointment of members of the City's Boards and Commissions. The Council will take appropriate action.

BACKGROUND:

The Council Boards, Commissions, and Committees Subcommittee makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of the recommendations.

DISCUSSION:

The Council Subcommittee on Boards, Commissions and Committees held a meeting on March 2, 2022 to discuss and recommend candidates for appointment to the City's Boards, Commissions, and Committees. The Council Subcommittee recommendations for appointment are listed below:

BOARD OF ADJUSTMENT

- Frank Neuman as a Regular Member for a partial term to expire on 12/31/2024
- Kenneth Shoaff as a Regular Member for a partial term to expire on 12/31/2023

PARKS AND RECREATION ADVISORY BOARD

- Mayra Espino as a Regular Member for a partial term to expire on 12/31/2023
- Stephanie Rodriguez as an Alternate Member for a partial term to expire on 12/31/2022

VOLUNTEER FIRE DEPARTMENT PENSION BOARD

- Kenneth Shoaff as a Regular Member for a partial term to expire on 12/31/2023

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions, and committees.

Contact person for document distribution: none

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - La Patrona Mexican Restaurant

MEETING DATE: 3/21/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jose Alonso Jimenez Valdez for the sale of alcohol at La Patrona Mexican Restaurant, located at 10575 West Indian School Road #101 in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

La Patrona Mexican Restaurant is a new establishment that is located at 10575 West Indian School Road #101 in Avondale. Issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:

All liquor license fees have been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jose Alonso Jimenez Valdez for the sale of alcohol at La Patrona Mexican Restaurant, located at 10575 West Indian School Road #101 in Avondale.

Contact person for document distribution: Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 01/28/2022 @ 11:22:41 AM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: LA PATRONA MEXICAN RESTAURANT
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 10575 W INDIAN SCHOOL ROAD
#101
AVONDALE, AZ 85392
USA
Mailing Address: [REDACTED]
USA
Phone: (623)289-7501
Alt. Phone: [REDACTED]
Email: LATINOSTAX@HOTMAIL.COM

AGENT

Name: JOSE ALONSO JIMENEZ VALDEZ
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: LATIONSTAX@HOTMAIL.COM

OWNER

Name: LA PATRONA MEXICAN RESTAURANT LLC
Contact Name: JOSE ALONSO JIMENEZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23281962 State of Incorporation: AZ
Incorporation Date: 10/07/2021
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: LATINOSTAX@HOTMAIL.COM

Officers / Stockholders

Name:
JOSE ALONSO JIMENEZ VALDEZ

Title:
MEMBER

% Interest:
100.00

**LA PATRONA MEXICAN RESTAURANT LLC -
MEMBER**

Name: JOSE ALONSO JIMENEZ VALDEZ
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: LATIONOSTAX@HOTMAIL.COM

APPLICATION INFORMATION

Application Number: 181649
Application Type: New Application
Created Date: 01/28/2022

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
LEASE CAN BE BREAK AFTER 30 36 MONTH
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
ZERO
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

SF 1400

dining

22 1 13 Liqueur Admin AM 8:16

entrance
and exit

dining

AMENDMENT

10575 W INDIAN SCHOOL RD STE 101
AVONDALE AZ 85392
CA PATRONIA MEX RESTAURANT LLC

HALLWAY

COUNTER ORDER

KITCHEN

PREP. AREA

Storage

Beer

DRINKS
AREA

Restrooms

Restrooms

BACK EXIT

Restroom

Janitorial closet

Restroom

'21 12 1 Liq. Admin AM 8:20

Beer

Storage

Food preparation

Kitchen

sink

countertop

entrance

Hallway



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

DLLC USE ONLY

Job #:

81649

RESTAURANT OPERATION PLAN

- Name of restaurant (Please print): La Patrona Mexican Restaurant (AP)
- List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	Make venancio model PCB246-C7
Oven	Make patriot model pad 48 20 X 24
Freezer	Make atos 27w. model MACFS722GR
Refrigerator	Atosa modelo 3/4w x33 1/4 D. X82 7/8 MBF8005GR
Sink	Make Atosa 24 X 90
Dish Washing Facilities	NONE
Food Preparation Counter (Dimensions)	NONE
Other	Fryer 40 LB. 1

- Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

- List the **seating capacity** for:

- Restaurant dining area of your premises:
(**Do not include patio seating**)

140

- Bar area of your premises:

+

- Total dining and bar seating capacity of your premises:

= 40

- What Type of dinnerware and utensils are utilized within your restaurant?

☐ Reusable

☐ Disposable

☒ Both

- Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____%

- What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 30 %



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

2011 28 Liquor Admin 091109

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY			
I, (Print Full Name) <u>JOSE JIMENEZ</u>, have read and understand all aspects of this statement			
X (Signature)  Controlling Person / Agent	State of <u>Arizona</u> County of <u>Maricopa</u> the foregoing instrument was acknowledged before me this		
My commission expires on: <u>05/24/2021</u>			
 MARIYSOL GALAZ Notary Public - Arizona Maricopa County Commission # 564649 My Comm. Expires May 26, 2023		<u>15</u> of <u>November</u> <u>2021</u> Day Month Year  Signature of NOTARY PUBLIC	

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

TV. 01210 50 inc

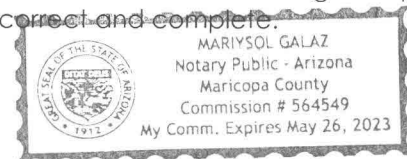
9. Do you have live entertainment or dancing? ☐ YES ☒ No
(If yes, what type and how often 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	2
Bartenders	1
Hostesses	2
Managers	1
Servers	
Other ()	
Other ()	
Other ()	

I, JOSE JIMENEZ, hereby declare that I am the APPLICANT filing this application.
I have read this application and the contents and all statements true, correct and complete.

X [REDACTED]
(Signature of APPLICANT)



NOTARY

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 15 day of NOVEMBER 2021
Day Month Year

My Commission Expires on: 5/26/2021
Date

[REDACTED]
Signature of Notary Public

H-2. *Chape* accepted by SE \$397.00



21 DEC 1 AM 8:21 AZD LLC

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

DLIC USE ONLY	
Job #	181649
Date Accepted:	01-28-2022
CSR:	SC

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- ☐ Interim Permit
- ☒ New License
- ☐ Person Transfer (series 6, 7 and 9)
- ☐ Location Transfer (series 6, 7 and 9)
- ☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
- ☐ Seasonal

☐ Apply to become Arizona Lottery retailer

SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.
- ☐ Individual
- ☐ Partnership
- ☐ Corporation
- ☒ Limited Liability Co
- ☐ Club
- ☐ Government
- ☐ Trust
- ☐ Tribe
- ☐ Other (Explain) _____

SECTION 3 Type of Privilege

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application) A.R.S. § 4-206.01 (G), (H), (I) & (L)
- ☒ Add Growler privileges (restaurant, series 12 license only. 300-foot restriction applies) A.R.S. § 4-207(A) & (B)

1. Type of License (Series of license): 12 2. LICENSE # 181649

SECTION 4 Applicants

1. Agent's Name: Jimenez Valdez Jose Alonso
Last First Middle
2. Individual/Owner Name: JOSE ALONSO JIMENEZ VALDEZ La Patrona Mexican Restaurant LLC AP
(Ownership name for type of ownership checked in section 2)
3. Business Name (Doing Business As-DBA): LA PATRONA MEXICAN RESTAURANT LLC AP
4. Business Location Address: 10575 W INDIAN SCHOOL RD #101 AVONDALE ARIZONA 85392 MARICOPA
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: [Redacted]
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 623-289-7501 Daytime Contact Phone: 509-207-9099
7. Email Address: JIBRALONEZ@HOTMAIL.COM latinostax@hotmail.com
8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____
9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees	100.00	Department Use Only	50.00	22.00	\$ 172.00
	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☒ Yes ☐ No					

SECTION 5 Interim Permit

21 12 1 Liq.Admin AM 8:20

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01 (A)

1. Enter license number currently at the location: N/A
2. Is the license currently in use? ☐ Yes ☒ No If no, how long has it been out of use? N/A

NOTARY

I (Print Full Name) JOSE ALONSO JIMENEZ VALDEZ hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.

Signature: [REDACTED]State of AZCounty of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 8/24/2023

Date

17

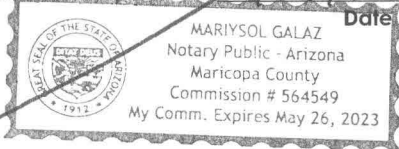
Day

Day of November

Month

2021

Year

Signature of Notary [REDACTED]**SECTION 6 Background Check**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

- a) Date Incorporated/Organized: 10/07/2021 State where Incorporated/Organized: ARIZONA
- b) AZ Corporation or AZ L.L.C. File No: 23281962 Date authorized to do business in AZ: 10/07/2021

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
JIMENEZ VALDEZ	JOSE	ALONSO	MEMBER	100	[REDACTED]			

(Attach additional sheet if necessary)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S. §4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 8 Government (for Cities, Towns or Counties only)

21 12 1 Liqueur Admin AM 8:20

1. Government Entity: _____
2. Person/Designee: _____
- | Last | First | Middle | Daytime Contact Phone # |
|------|-------|--------|-------------------------|
|------|-------|--------|-------------------------|

SECTION 9 Person to Person Transfer ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07, and 09)

1. License #: _____
2. Individual Owner/Agent Name: _____
- | Last | First | Middle |
|------|-------|--------|
|------|-------|--------|
3. Ownership Name: _____
(Exactly as it appears on the license)
4. Current Business Name: _____
(Exactly as it appears on the license)
5. Business Location Address: _____
- | Street | City | State | County | Zip |
|--------|------|-------|--------|-----|
|--------|------|-------|--------|-----|
6. Current Daytime Phone: _____ Primary Email Address: _____
7. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No
8. I, (Signature): _____ authorize the transfer of this license to the applicant.

NOTARY

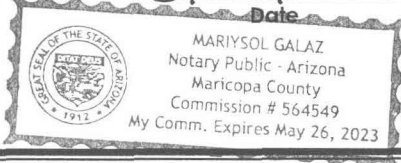
I (Print Full Name) Jose Alonso Jimenez Valdez hereby declare that I am the Individual Agent, Owner, Or Controlling Person on the stated license and location.

Signature: _____

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

My Commission Expires on: 5/26/2023

17 Day of NOVEMBER 2021
Day Month Year



Signature of Notary

SECTION 10 Location Transfer– Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07, and 09)

1. Current Business: Name: _____
- Address: _____
(exactly as it appears on license)
2. New Business: Name: _____
- Address: _____

SECTION 11 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 03
- d) Craft Distillery (A.R.S. §4-205.10) Series 18
- e) Government license (A.R.S. §4-205.03) Series 05
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 04
- h) Farm Winery Series 13
- i) Producer Series 01

1. Distance to nearest School: 5.0 miles
(If less than one (1) mile, note footage)

Name of School: Sunrise Preschool

Address: 2122 W. Indian School Rd.

Phoenix, AZ 85015

Name of Church: The Door Christian Fellowship

of Avondale

Address: 10575 W. Indian School Rd. #104

Avondale, AZ 85322

SECTION 12 Business Financials A.R.S. §4-202(F)

AMENDMENT

1. I am the:

- ☐ Tenant: a person who holds the lease of a property; a lessee.
- ☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- ☐ Owner
- ☐ Purchaser
- ☐ Management Company

2. If the premises is leased give lessors: Name: _____

Address: _____
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business, not including lease? \$ _____

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

☐ Yes ☐ No

If yes, attach explanation.

6. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?

☐ Yes ☐ No

If yes, attach explanation.

SECTION 11 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12), or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 03
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 05
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 04
- h) Farm Winery Series 13
- i) Producer Series 01

1. Distance to nearest School: 5.0 MILES
(If less than one (1) mile, note footage)

Name of School: SUNRISE PRESCHOOL

Address: 2122 W Indian School Rd, Phoenix, AZ 85015

2. Distance to nearest Church: 60 feet
(If less than one (1) mile, note footage)

Name of Church: The Door Christian Fellowship Church of Avondale

Address: 10575 W INDIAN SCHOOL RD # 104

SECTION 12 Business Financials A.R.S. §4-202(F)

1. I am the:

- ☒ Tenant: a person who holds the lease of a property; a lessee.
- ☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- ☐ Owner
- ☐ Purchaser
- ☐ Management Company

2. If the premises is leased give lessors:

Name: E11EVEN INVESTMENTS INC

Address: 2514 E MOHAWK LN STE 112 PHOENIX, AZ, 85050

Street

City

State

Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: LEASE CAN BE BREAK AFTER 36 MONTH

4. Total money borrowed for the Business, not including lease? \$ 0.00

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

☐ Yes ☒ No

If yes, attach explanation.

6. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?

☐ Yes ☒ No

If yes, attach explanation.

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

☐ Patio: Contiguous

☐ Patio: Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

☐ Yes ☒ No If yes, what is your estimated completion date? ____/____/____

2. What type of business will this license be used for? (be Specific) RESTAURANT

3. Please attach a diagram of the premises which clearly shows only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and kitchen.

DO NOT INCLUDE

Parking lots, living quarters or areas where business is not conducted under this liquor license. Please identify which orientation is North on the diagram.

4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

ATTACH DIAGRAM

IMPORTANT NOTE: As stated in A.R.S. §4-207.01 (B), it is the licensee's responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

RESTAURANTS AND HOTELS/MOTELS ONLY

(**IMPORTANT NOTE:** A site inspection must be conducted prior to activation of the license. A \$50.00 fee for the inspection will be due and payable upon submitting this application.)

5a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture. These are required as part of the diagram. A.R.S. §4-205.02(C)

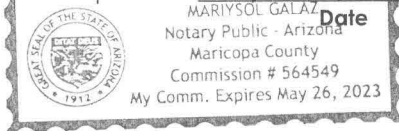
5b. Provide a restaurant operation plan.

NOTARY

I (Print Full Name) JOSE ALONSO JIMENEZ VALDEZ hereby declare that I am the Individual Agent, Owner,
Or Controlling Person on the stated license and location.

Signature: [REDACTED] State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on: 5/26/2023 17 Day of NOVEMBER, 2021
Date Day Month Year



[REDACTED] Signature of Notary

A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

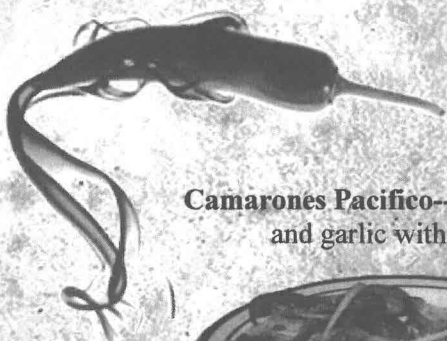
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



La Patrona Mexican Restaurant

(623) 289-7501



Mariscos ~ Seafood

All served with rice and beans

Camaronés Pacifico--Prawns sautéed in butter and garlic with a salad. ~ \$19.50



Enchiladas De Camarones--Three enchiladas filled with cut prawns, red pepper, green peppers, onions and tomatoes. ~ \$19.50

Fajitas De Camarones--Prawn sautéed with green peppers, onions and tomatoes; served on a sizzling platter. Includes a salad with guacamole and sour cream on top. Served with tortillas. ~ \$19.50

Chimichanga de camarones--A deep fried flour tortilla filled with cut prawns, onions, tomatoes, onions, and green peppers. Topped with lettuce, tomatoes, onions, cheese, guacamole, sour cream and burrito sauce. ~ \$19.50

Camaronés Al Ajo--Prawns and mushrooms sautéed in enchilada sauce and garlic sauce. Served with tortillas ~ \$19.50

Camaronés A La Diabla--Prawns and mushrooms sautéed in a spicy sauce. Served with tortillas. ~ \$19.50

Esther's Camaronés--Prawns sautéed in a special sauce with green peppers, onions and mushroom and served in a bed of rice with melted cheese. Served with tortillas. Not served with beans. ~ \$19.50

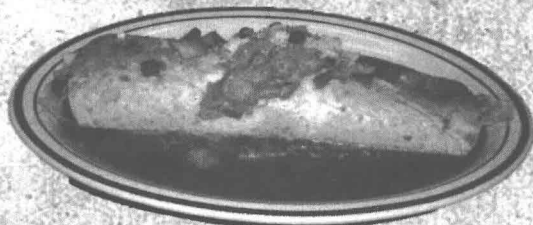


Carnitas De Camarones--Prawns sautéed in a special sauce with peppers, onions and tomatoes. Served with tortillas. ~ \$19.50

Julianitas Camarones--Prawns sautéed with oriental vegetable, green pepper, onions and mushroom in a soy sauce and teriyaki sauce. Not served with rice and beans. ~ \$15.95

Vegetarian Dishes

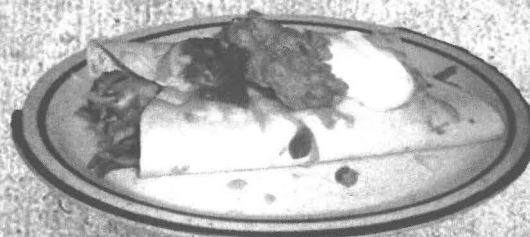
Vegetarian Burrito--A flour tortilla stuffed with whole bean, rice, cheese, and lettuce; topped with enchilada sauce, tomatoes, onions, guacamole and sprinkled with parmesan cheese. ~ \$11.95



La Costa Burrito--A flour tortilla stuffed with sautéed green peppers, onions and mushroom in A1 sauce; topped with burrito sauce, melted cheese, guacamole and sour cream. Served with whole beans and rice. ~ \$12.50

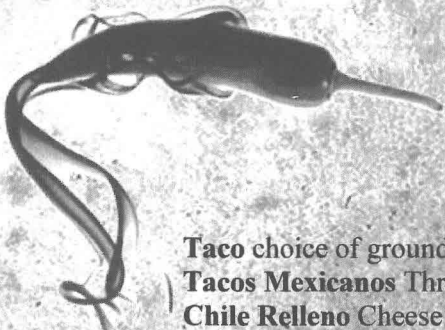
Vegetable Taco Salad--Crispy flour tortilla shell with whole bean, lettuce, tomatoes, onions, cheese, guacamole, sour cream and burrito sauce on top. ~ \$9.50

Quesadilla La Costa--Two flour tortillas filled with cheese and sautéed mushrooms, Anaheim chili peppers, onions in A1. Topped with tomatoes, onions, guacamole and sour cream. ~ \$12.50



Expresso Vegetarian--A flour tortilla stuffed with refried bean, rice, cheese and lettuce; topped with enchilada sauce, tomatoes, onions, guacamole and sprinkled with parmesan cheese. ~ \$11.95





Side Order

Taco choice of ground beef, shredded beef mixed with pork, chicken or pork. ~ \$2.95

Tacos Mexicanos Three tacos with Carne Asada, cilantro, and onion ~ \$14.50

Chile Relleno Cheese omelet with a chili inside. Topped with red sauce and cheese. ~ \$4.50

Enchilada Choice of ground beef, cheese and onion, shredded beef mixed with pork, chicken or pork ~ \$3.95

Burrito Choice of ground beef, shredded beef mixed with pork, chicken or pork ~ \$5.50

Camarones Prawns sautéed in butter and garlic ~ \$13.75

Chimichanga Choice of ground beef, shredded beef mixed with pork, chicken, pork, or vegetables ~ \$8.75

Chimichanga With Shrimp ~ \$13.25

Rice ~ \$2.95

Refried Beans ~ \$2.95

Whole Beans ~ \$2.95

Guacamole ~ \$3.95

Sour Cream ~ \$2.00

Three Fried Jalapeños ~ \$1.50

Three Flour Tortillas ~ \$1.75

Four Corn Tortillas ~ \$1.75

Dinner Salad ~ \$4.00

French Fries ~ \$4.00

Cheese French Fries ~ \$5.00

Onion Rings ~ \$6.00

Curly Fries ~ \$4.50



Bebidas ~ Drinks

Coffee ~ \$2.00

Soda(Pepsi, Diet Pepsi, Orange Sunkist, Root Beer, 7-UP, Hawaiian Punch, Mountain Dew) ~ \$2.00

Milk ~ \$2.00

Soda Water ~ \$1.95

Ice Tea ~ \$2.50

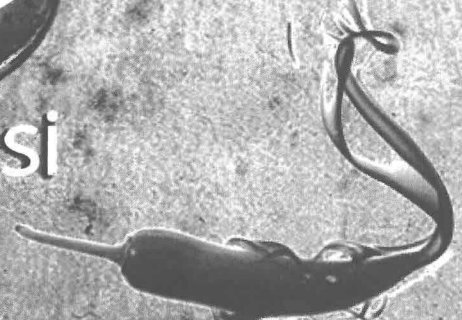
Lemonade ~ \$2.50

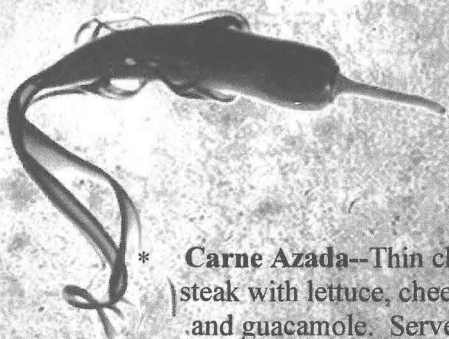
Pink Lemonade ~ \$2.50

Italian Sodas ~ \$4.00



pepsi





Especialidades De La Casa

Carnes ~ Beef Dishes

All served with rice and beans

* **Carne Azada**--Thin charbroiled top sirloin steak with lettuce, cheese, tomatoes, onions, and guacamole. Served with flour or corn tortillas. ~ \$19.50

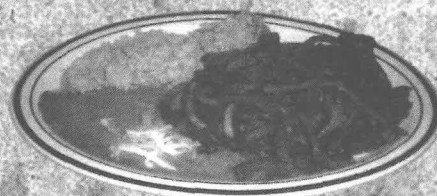
Chile Verde--Chunks of pork cooked in a light green tomatillo sauce. Served with flour or corn tortillas. ~ \$14.95

Steak Picado--Strips of top sirloin steak sautéed in a Mexican sauce, tomatoes and onions. Served with flour or corn tortillas. ~ \$19.50

Tacos Al Carbon--Three soft corn tortillas tacos filled with cut carne asada meat cover with a special sauce, with fresh cilantro and parmesan cheese on top. ~ \$19.50

Fajitas Beef--Strips of top sirloin steak sautéed with green peppers, tomatoes and onions, served on a sizzling platter. Includes a salad with guacamole and sour cream on top. Served with flour or corn tortillas. Add \$5.00 to add shrimp. ~ \$19.50

Carnitas de Res--Top Sirloin cut into strips cooked with green peppers, onions and tomatoes in a red sauce. Served with flour or corn tortillas and guacamole. ~ \$19.50



Julianitas Beef--Cut sirloin sautéed with oriental vegetable, green pepper, onions and mushroom in a soy sauce and teriyaki sauce. Not served with rice and beans. ~ \$14.25

Pollos ~ Chicken Dishes

All served with rice and beans

Pollo Con Crema--Sliced chicken breast with sliced mushroom in sour cream and enchilada sauce. Served with tortillas ~ \$17.95

Fajitas Chicken--Chicken strips sautéed with green peppers, tomatoes and onions; served on a sizzling platter. Includes a salad with guacamole and sour cream on top. Served with tortillas. ~ \$17.95

Julianitas--Sliced chicken breast sautéed with oriental vegetable, green pepper, onions and mushroom in a soy sauce and teriyaki sauce. Not served with rice and beans. ~ \$14.25

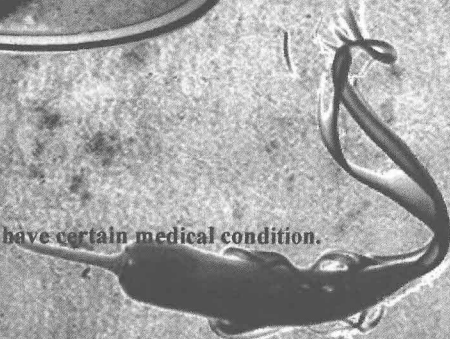
Pollo Al Ajo--Sliced chicken breast cooked with mushroom in enchilada sauce and garlic sauce. Served with tortillas. ~ \$17.95

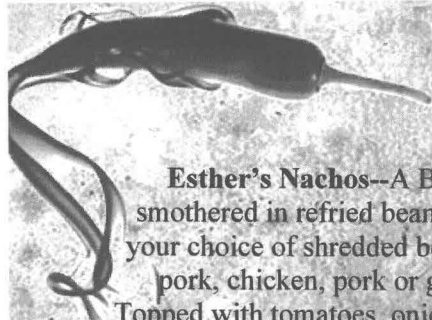
Pollo Con Arroz--Sliced chicken breast cooked with green peppers, onions and mushrooms in a special sauce and served on a bed of rice with melted cheese. Served with tortillas. Not served with beans. ~ \$17.95

Pollo a la Diabla--Chicken cut into strips sautéed with mushrooms in a spicy sauce. Served with tortillas ~ \$17.95



* Consuming undercooked meat may increase your risk of food borne illness, especially if you have certain medical condition.





Esther's Nachos--A Bed of chips smothered in refried beans, cheese, and your choice of shredded beef mixed with pork, chicken, pork or ground beef. Topped with tomatoes, onions, guacamole, sour cream and jalapeños. ~ **\$13.20**
Or Regular Nachos with just chips, cheese, and meat ~ \$10.25



Appetizers

Carne Asada or Shrimp add \$4.00

Esther's Quesadilla--A single flour tortilla filled with melted cheese and your choice of shredded beef mixed with pork, chicken or ground beef. Topped with guacamole, sour cream, tomatoes and onions. ~ **12.50**

Or Regular Quesadilla with just tortilla, cheese, and meat ~ 9.75

Los Burritos

Carne Asada or Shrimp add \$4.00

Supreme Burrito--A flour tortilla filled with refried beans, rice, and your choice of shredded beef mixed with pork, ground beef, chicken or pork. Topped with our special burrito sauce, melted cheese, lettuce, tomatoes, onions, guacamole, and sour cream. ~ **\$14.00**

Supreme Enchilada--A flour tortilla filled with refried beans, rice, and your choice of shredded beef mixed with pork, ground beef, chicken or pork. Topped with our special enchilada sauce, melted cheese, lettuce, tomatoes, onions, guacamole, and sour cream. ~ **\$14.00**

Burrito with Melted Cheese--A flour tortilla filled with your Choice of shredded beef mixed with pork, chicken, pork, beans and ground beef, beans and cheese, chorizo, or ground beef. Topped with burrito sauce and melted cheese. ~ **\$10.25**



Enchiladas Grandes

Grande Enchilada--Choice of shredded beef mixed with pork, cheese and onions, chicken, pork, or ground beef. ~ **9.00**

* **Grande Enchilada with Eggs**--Choice of shredded beef mixed with pork, cheese and onion, chicken, pork, or ground beef. With two over easy eggs on the side. ~ **\$9.50**



Tostadas

Our traditional tostadas are made with crispy corn tortilla shells. All comes with the choice of shredded beef mixed with pork, chicken or ground beef.

Tostada--Topped with refried beans, meat, lettuce, tomatoes, onions, cheese, guacamole, and sour cream. ~ **\$7.50**

Avocado Tostada--Topped with refried beans, meat, lettuce, tomatoes, onions, cheese, sour cream and three slices of avocado. ~ **\$8.00**

Taco Salads

Our traditional taco salad is served in a crispy flour tortilla shell topped with lettuce, tomatoes, onions, cheese, guacamole and sour cream.

Taco Salad--Choice of shredded beef mixed with pork, chicken, pork or ground beef. ~ **\$10.95**

Taco Salad de Camarones--Cut prawns on a red sauce with tomatoes, onions and green peppers. ~ **\$15.95**

* Consuming undercooked eggs may increase your risk of food borne illness, especially if you have certain medical condition.

**Our ground beef is premium
 Grass Fed, No Hormones,
 Locally and Humanely
 Raised Longhorn Ground
 Steak from Foresee Ranch.**

Esther's Taquitos--Three deep-fried flour taquitos with your choice of shredded beef mixed with pork or chicken (no Carne Asada or Shrimp). Topped with guacamole, sour cream, lettuce, cheese, tomatoes and onions. ~ **\$13.25**





Cervezas

Mexican Beers ~ \$4.75

Corona Extra
Corona Light
Pacifico
Tecate
Modelo Especial
Negra Modelo
Dos Equis
Bohemia



Domestic Beers ~ \$4.25

Kokanee
Bud Light
Budweiser
Coors Light
Alaska Amber
Michelob Ultra
Keystone Light

Beers on Tap

Micro Brewed Beer from the Republic Brewing Company

Republic Pale—An American style pale ale that is crisp, dry and very hoppy. Cascade hops from the Yakima Valley are the driving force behind our brewer's favorite beer. ~ \$4.00

Brush Fit Brown—4.7% ABV—This dark, chocolaty beer fits a wide range of tastes and is an all-around Republic Brewing Company favorite. ~ \$4.00

Amber Bock (Not from Republic Brewing Company) ~ \$3.50



Drinks

Margaritas (Lime) ~ \$6.95

Margaritas (Mango, Peach, Strawberry, Raspberry, Huckleberry) ~ \$7.50

Daiquiris (Mango, Peach, Strawberry, Raspberry, Huckleberry) ~ \$7.50

Piña Coladas ~ \$7.50



Vinos ~ Wines

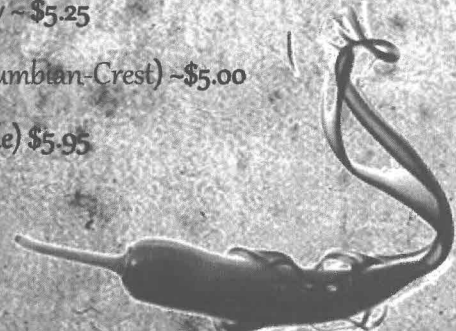
By the glass

Boxed ~ \$4.95

Merlot
Zinfandel
Crisp White
Refreshing White
Sunset Blush

Bottled

Chardonnay ~ \$5.25
Cabernet Sauvignon (Columbian-Crest) ~ \$5.00
Merlot (Bogle) \$5.95





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

21 12 1 Lic Admin AM 8 21

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

805-124

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#: 181649

1. Check the
Appropriate
Box →

☒ Controlling Person

☒ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Jimenez Valdez Jose Alonso Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: [REDACTED]

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: [REDACTED] Birth Date: [REDACTED]
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: [REDACTED]

7. Daytime telephone number: [REDACTED] E-mail address: latinosfax@hotmail.com

8. Business Name: La Patrona Mexican Restaurant LLC Business Phone: 623, 281, 7501 (AT)

9. Business Location Address: 10575 W. Indian School Rd #101 Avondale AZ Maricopa 85392
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)
08/21	CURRENT	Unemployed	[REDACTED]
08/2000	07/21	Restaurant	[REDACTED]

(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
8/1/21	CURRENT	[REDACTED]
8/1/2000	07/31/21	[REDACTED]

(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

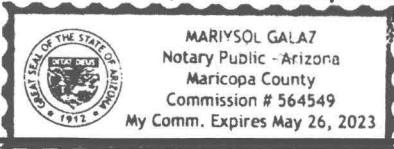
I (Print Full Name) JOSE JIMENEZ Valdez hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [REDACTED]

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

My Commission Expires on: 05/24/2023

30 Day of NOVEMBER, 2021
Day Month Year



[REDACTED]

Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____



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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type)

Jose Alonso Jimenez Valdez

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City [REDACTED] State (or equivalent) [REDACTED] Country or Territory [REDACTED]

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: [REDACTED]
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Permanent Resident

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), 1641(b) and (c))

- ☒ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Jose Alonso Jimenez Valdez

Individual Owner/Agent Printed Name

[Redacted Signature]

Individual Owner/Agent Signature

11-30-2021

Today's Date

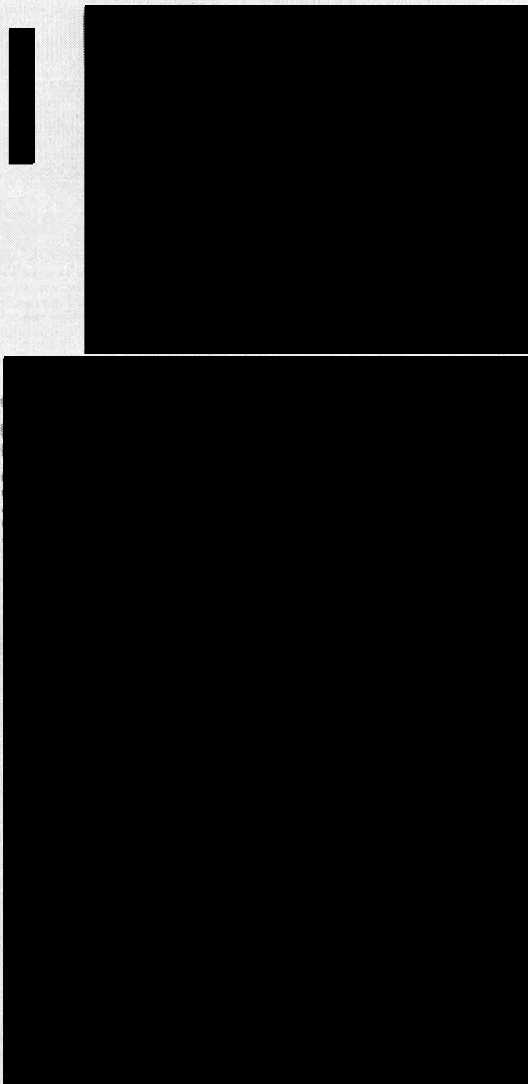
EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'21 12 1 Liq.Admin AM 8:21



11/29/21, 8:18 PM

Mail - Ramon Osorio - Outlook

'21 12 1 Ligt Admin AM 8 21



Phoenix, Arizona, January 12, 2022

To: Arizona Department of Liquor License and Control

I would like to inform you that, my full name is: Jose Alonso Jimenez Valdez, so please update my application for liquor lic # 12.

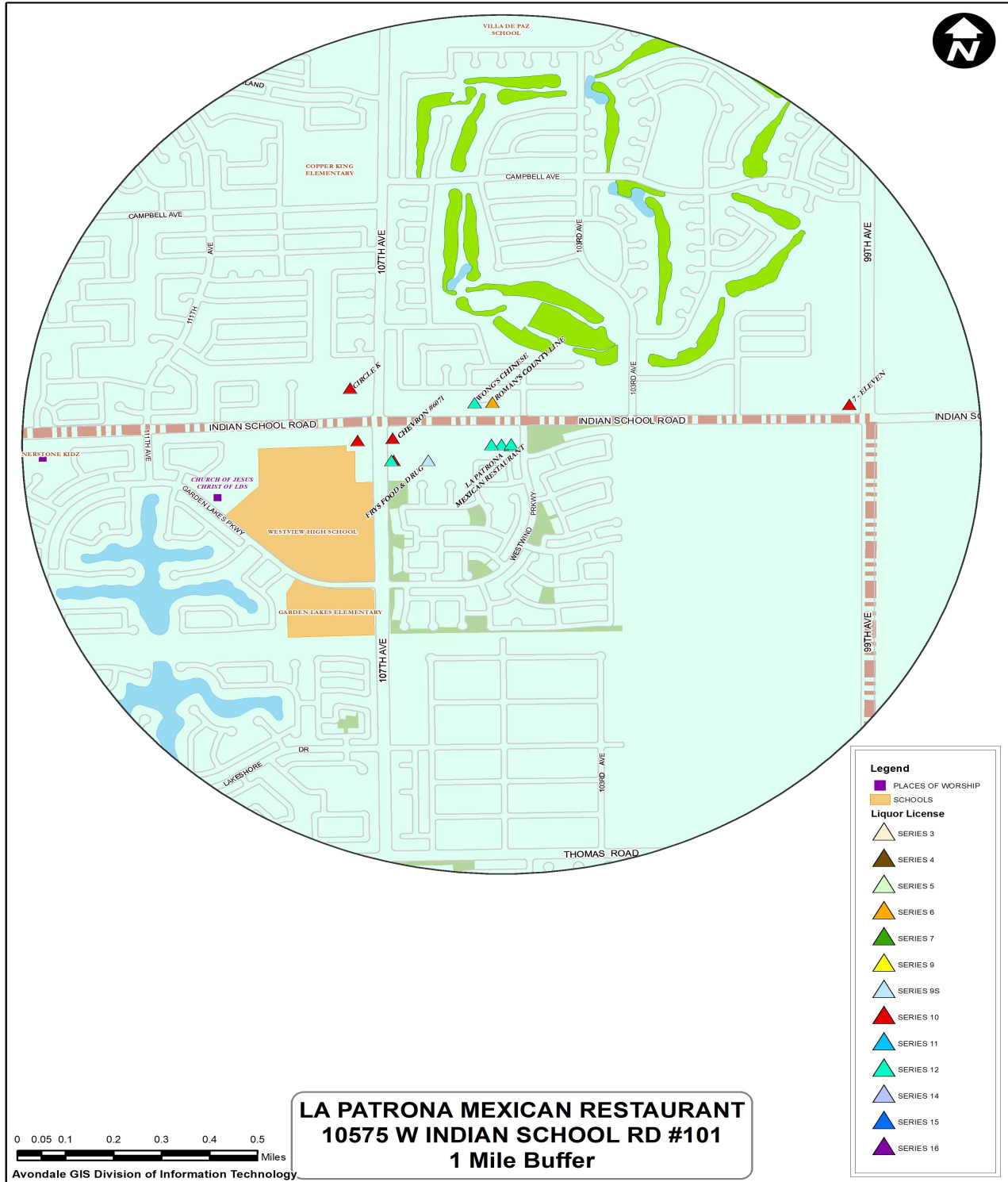
Sincerelly,

Jose Alonso Jimenez valdez

Jose Alonso Jimenez Valdez

La Patrona Mexican Restaurant LLC

GIS MAP



LICENSE REVIEW FORM

Type of License	Series 12- Restaurant
Applicant's Name	Jose Alonso Jimenez Valdez
Business Name	La Patrona Mexican Restaurant
Business Address	10575 W Indian School Rd #101 Avondale, AZ 85392
Department Comments	
The General Plan designates the property as Local Commercial, and the current zoning is a Planned Area Development (PAD) known as Westwind. A Restaurant is an allowed use per development plan narrative.	
☐ Police Department ☐ Fire Department ☒ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 E-Signature Augustus Gerletti Name	Associate Planner Title Feb 17, 2022 Date

This license is scheduled for the City Council Meeting on: **March 21, 2022**

Please complete form by: **February 28, 2022**

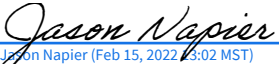
LICENSE REVIEW FORM

Type of License	Series 12- Restaurant
Applicant's Name	Jose Alonso Jimenez Valdez
Business Name	La Patrona Mexican Restaurant
Business Address	10575 W Indian School Rd #101 Avondale, AZ 85392
Department Comments	
No concerns.	
☐ Police Department	☐ Fire Department
☐ Development Services	☒ Finance Department
☒ Approved	☐ Denied
<u><i>Daniel Vazquez</i></u> Daniel Vazquez (Feb 16, 2022 07:34 MST)	Accountant/Tax Auditor
E-Signature	Title
<u>Daniel Vazquez</u>	<u>Feb 16, 2022</u>
Name	Date

This license is scheduled for the City Council Meeting on: March 21, 2022

Please complete form by: February 28, 2022

LICENSE REVIEW FORM

Type of License	Series 12- Restaurant
Applicant's Name	Jose Alonso Jimenez Valdez
Business Name	La Patrona Mexican Restaurant
Business Address	10575 W Indian School Rd #101 Avondale, AZ 85392
Department Comments	
No Comments	
☐ Police Department ☒ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Jason Napier (Feb 15, 2022 8:02 MST)	Fire Marshal
E-Signature	Title
Jason Napier	Feb 15, 2022
Name	Date

This license is scheduled for the City Council Meeting on: **March 21, 2022**

Please complete form by: **February 28, 2022**



LICENSE REVIEW FORM

Type of License	Series 12- Restaurant
Applicant's Name	Jose Alonso Jimenez Valdez
Business Name	La Patrona Mexican Restaurant
Business Address	10575 W Indian School Rd #101 Avondale, AZ 85392
Department Comments	
☒ Police Department ☐ Fire Department ☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Jonathon Martin</u> Jonathon Martin (Feb 15, 2022 12:48 MST) E-Signature	Assitant Chief (Interim) Title
<u>Jonathon Martin</u> Name	<u>Feb 15, 2022</u> Date

This license is scheduled for the City Council Meeting on: March 21, 2022

Please complete form by: **February 28, 2022**

CITY COUNCIL REPORT

SUBJECT: Vehicle Purchase Budget and Award Authority

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4417

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Innovative Program and Service Delivery: Avondale will continue to serve as a model of innovative, efficient, and responsive government.

This proactive action ensures that the City can maintain essential government services by timely replacement of aging components of the vehicle fleet.

PURPOSE:

City Council will consider a request to: (a) approve a budget amendment in the amount \$1,745,000 from the Unanticipated Revenue line item for the purpose of ordering replacement vehicles scheduled for fiscal year 2023; (b) authorize administrative award authority for the outlined vehicle purchases; and (c) direct City staff to take appropriate action. The Council will take appropriate action.

BACKGROUND:

The automotive industry has experienced massive disruptions to their supply chain for parts and microchips for the production of new vehicles. This, in turn, has caused major delays in delivering vehicles to customers. With demand for vehicles continuing to increase and continued disruption to the supply chain, vehicle manufacturers are limiting the number of vehicles that can be ordered and are allotting only a specific number of vehicles that will be sold by each of their regions in the United States. Manufacturers open order banks for new vehicles, but the time to order is limited based on these allotments. Once allotments are reached, order banks are closed for the year. Order banks will open in the 4th quarter of FY2022, before FY2023 funds are appropriated. Currently, the City of Avondale has experienced long delays in new vehicle deliveries and we will continue to experience challenges in ordering new vehicles for the foreseeable future.

DISCUSSION:

The Public Works Fleet Services Division is seeking to order FY2023 vehicle replacements in the fourth quarter of FY2022 when the order banks are open in anticipation of receiving these vehicles by mid FY2023. This proactive approach will limit the further delays in replacing vehicles in a timely manner. This action is for replacement vehicles only. New vehicles will be ordered during the FY2023 ordering window when they become available.

BUDGET IMPACT:

The \$1,745,000 appropriation necessary to facilitate the commitment to purchase these vehicles exists in the Unanticipated Revenue line item and will be transferred to the appropriate line items. This action does not commit the city to any additional expenditures that were not previously planned for the upcoming FY2023 budget.

RECOMMENDATION:

Staff recommends City Council authorize a budget amendment in the amount of \$1,745,000 from the Unanticipated Revenue line item and authorize administrative award authority for the outlined vehicle purchases, and direct City staff to take appropriate action.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Agreement and support of the Smart Region Consortium of the Partnership for Economic Innovation

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Jeff Scheetz, Chief Information Officer, (623) 333-5011

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

Innovative Program and Service Delivery

Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to approve participation in and support of the Smart Region Consortium as part of the Partnership for Economic Innovation (PEI), and authorize the Mayor or City Manager, City Clerk, and City Attorney to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Consortium began in 2019 as a public-private cooperative effort among PEI, ASU, GPEC, MAG, and many Phoenix Communities with a goal to build the infrastructure needed to position Greater Phoenix as a smart region. The City of Avondale has participated in the Consortium since 2019 and plans to reside on the Leadership and Broadband Committees.

DISCUSSION:

The proposed agreement establishes City support for the public-private partnership PEI Smart Region Consortium and the efforts to further the goals of the Consortium. The City will continue to participate in the Consortium's efforts.

BUDGET IMPACT:

The annual cost of this agreement would be paid from the Information Technology budget and will be included in the FY2023 proposed budget.

RECOMMENDATION:

Staff recommends City Council approve the agreement with the Partnership for Economic Innovation Smart Region Consortium, for collaboration and innovative smart region projects.

**AGREEMENT BETWEEN
THE PARTNERSHIP OF ECONOMIC INNOVATION
AND
CITY OF AVONDALE**

The City Council of the CITY OF AVONDALE, a municipal corporation (the “City”), has approved participation in and support of the regional SMART REGION CONSORTIUM (“Consortium”) of the PARTNERSHIP FOR ECONOMIC INNOVATION (“PEI”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the terms and conditions upon which the City will participate in and provide support to the Consortium in exchange for the Consortium’s services described herein.

WHEREAS, the Consortium shall be a public-private partnership that connects participating governments with technology-based innovations to intentionally collaborate in solving the challenges governments face in meeting the needs of their residents and to build the infrastructure needed to position Greater Phoenix as a smart region. Additionally, will potentially yield many other benefits:

- ☐ Creates economies of scale by leveraging regional assets
- ☐ Shifts the risk of smart city deployment from the city to the Consortium
- ☐ Enhances services to residents
- ☐ Saves revenue for communities in delivering urban services
- ☐ Increases ROI from interoperable technology deployment
- ☐ Reduces procurement costs through economy of scale and clearer requirements
- ☐ Vets and implements faster through cooperative testing across the region
- ☐ Increases opportunity to attract and grow technology companies
- ☐ Enhances reputation of the region
- ☐ Reinforces the regional identity around people, place, technology
- ☐ Supports the local startup community

Now therefore, in consideration of the mutual covenants, conditions, representations and warranties herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERM

The term of the Agreement shall be from January 27, 2022, to January 26, 2024 and shall automatically renew for four one-year terms unless either party provides 60 days’ advance written notice to the other party of its intent not to renew.

RESPONSIBILITIES OF THE CONSORTIUM

The Consortium was established on March 26th, 2019 as for the Project Services Agreement (EXHIBIT A) entered by and among Arizona State University (ASU), Greater Phoenix Economic Council (GPEC), Institute for Digital Progress (IDP), Maricopa Association of Governments (MAG) and the PEI.

PEI will serve as the fiscal agent for the Consortium, and in this capacity, PEI will maintain all financial records including documentation of billings and payments made regarding this project. PEI will ensure all billings and payments are consistent with the its approved budget”. (EXHIBIT B)

The Consortium’s governance structure includes a Smart Region Leadership Council, an Industry Advisory Commission, and an Executive Team, each fulling their roles and responsibilities as identified in the “Consortium Overview”. (EXHIBIT C)

The Consortium will provide a voting seat on The Leadership Council for determination and approval of the Smart Region Opportunity Projects according to community membership tier.

The Consortium will support the City to identify challenges and opportunities that can improve the quality of life for all citizens and businesses and drive the creation, advancement and adoption of smart city technology throughout the city and the region.

The Consortium will assist the City to evaluate proposals and identify the most responsive, viable responses for implementation.

The Consortium will create and maintain a data portal to house, aggregate, analyze, and report the results of projects agreed up by the Leadership Council and within the parameters of applicable data sharing agreements.

The Consortium will provide workforce development classes, innovation sandboxes, and research support. Full details of the purpose and scope of the Consortium can be found in EXHIBIT C attached to this Agreement.

RESPONSIBILITIES OF THE CITY

Staff Support of Smart Region Consortium Efforts:

The City shall provide staff support to Smart Region Consortium efforts as follows:

- o The City shall provide a representative to represent the City on the Leadership Council. The Leadership Council will be comprised of one voting seat for each Consortium member community. The Leadership Council will serve as the voting council for determination and approval of the Smart Region Opportunity Projects identified through the call for innovation;
- o The City shall cooperate in the implementation of the Consortium’s process to identify and select Smart Region Opportunity Projects;
- o The City shall use its best efforts to respond to special requests by the Consortium for information about the City’s Smart City & Region projects and Activities;
- o In order to enable the Consortium to be more sensitive to the City’s requirements, the City shall, at its sole option, deliver to the Consortium staff and Executive Team copies of any City approved Smart City development strategies, work plan,

programs and evaluation criteria. The Consortium staff shall not disclose the same to the other community and industry participants in the Consortium or their representatives;

- o The City shall utilize good-faith efforts to cause the designated representative of the City to attend all events and functions to which the City has committed itself; and
- o The City agrees to cooperate with the Consortium to improve the City's adoption of smart city and smart region policies and technology consistent with the agency's unique character and interest, thus advancing the city and region competitiveness, quality of life and job creation.

Recognition of Smart Region Consortium:

The City agrees to recognize the Consortium as City's officially designated regional entity to coordinate, advise, develop and promote smart city initiatives and program in the Greater Phoenix region.

ADDITIONAL AGREEMENTS OF THE PARTIES:

Participation in Marketing Events

Representative(s) of the City shall utilize good-faith efforts to cause the designated representative of the City to participate in the Consortium's marketing events provided that such participation shall not be at the Consortium expense.

Provision of Technical Assistance

When requested and appropriate, the Consortium will use its commercially reasonable best efforts to provide technical assistance and support to City staff for development and implementation of smart city projects.

Compensation

The City agrees to pay \$10,000 annually for services to be provided by the Consortium as set forth in this Agreement. This amount is based on the city population, based upon the 2018 Office of Economic Opportunity population estimate, which listed the City as having a population of 83,392.

Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.

Nothing herein shall preclude the City from contracting separately with PEI for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and PEI.

Nothing herein shall preclude the City from participating in similar groups or activities that may provide services similar to those provided by PEI.

PEI shall submit invoices for payment on an annual basis.

Cooperation

The parties acknowledge that the Consortium is a cooperative organization effort among PEI, its executive partners Arizona State University (ASU), Greater Phoenix Economic Council (GPEC), Institute for Digital Progress (IDP), Maricopa Association of Governments (MAG) and its member communities. Accordingly, the City and PEI covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering the Consortium goals.

The City agrees to work with all the partners and members communities, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the Consortium.

GENERAL PROVISIONS:

Covenant Against Contingent Fees

PEI warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct the commission, brokerage or contingent fee from its payment to PEI.

Assignment Prohibited

No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and have no effect.

Independent Contractor; No Agency

Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and PEI. At all times during the term of this Agreement, PEI shall be an independent contractor and shall not be an employee of City. City shall have the right to control PEI only insofar as to the results of PEI's services rendered pursuant to this Agreement. PEI shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. PEI shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Indemnification And Hold Harmless

During the term of this Contract, PEI shall indemnify, defend, hold, protect and save harmless the City and any and all of its Councilmembers, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of

any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by PEI, its directors, officers, agents or employees acting on behalf of PEI and with PEI's knowledge and consent.

Any party entitled to indemnity shall notify PEI in writing of the existence of any claim, demand or other matter to which PEI's indemnification obligations would apply and shall give to PEI a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this subsection shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

Insurance

PEI shall procure and maintain for the duration of this Agreement, at PEI's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by PEI, its agents, representatives, employees or contractors. The City acknowledges that it has received and reviewed evidence of PEI's insurance coverage in effect as of the execution of this Agreement.

Gratuities

The City may, by written notice to PEI, terminate the right of PEI to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise in excess of twenty-five dollar were offered or given by PEI, or any agent or representative of PEI, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against PEI available to the City. Activities by an officer or employee of the City while engaged in official business with PEI, shall not be deemed a gratuity.

Equal Employment Opportunity

During the performance of this Agreement, PEI agrees as follows:

- o PEI will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. PEI shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. PEI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- o PEI will, in all solicitations or advertisements for employees placed by or on behalf of PEI, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
- o PEI will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials. Upon request by the City, PEI shall provide City with information and data concerning action taken and results obtained in regard to PEI 's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

Compliance with Applicable Federal And State Laws Required

PEI understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

PEI warrants to the City that, to the extent applicable under A.R.S. §41-4401, PEI is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). PEI acknowledges that a breach of this warranty by PEI or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of PEI or any subconsultant who works on this Agreement to ensure compliance with this warranty.

The City may conduct random verification of the employment records of PEI and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.

The City will not consider PEI or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if PEI and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this section must be included in any contract PEI enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide

services under this Agreement. As used in this section “services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Termination

City shall have the right to terminate this Agreement if PEI shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to PEI by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, PEI shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render PEI incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against PEI in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

Responsibility for Compliance with Legal Requirements

PEI’s performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

Institution of Legal Actions

Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys’ fees as may be fixed by the Court.

Applicable Law

Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and PEI shall agree that the venue for any such action shall be in the State of Arizona.

Continuation During Disputes

PEI agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

City Review of PEI Records

PEI must keep all Agreement records separate and make them available for audit by City personnel upon request.

Notices

Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:	City of Avondale 114655 West Civic Center Dr. Avondale, AZ 85323 Attn: City Manager
With Copy to:	City of Avondale 114655 West Civic Center Dr. Avondale, AZ 85323 Attn: City Attorney
If to PEI:	Ben Williams Partnership for Economic Innovation 1475 N Scottsdale Rd, #200 Scottsdale, AZ 85275 bwilliams@azpei.org

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

Transactional Conflict of Interest

All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

Nonliability of Officials and Employees

No member, official or employee of the City will be personally liable to PEI, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to PEI or successor, or on any obligation under the terms of this Agreement. No member, official or employee of PEI will be personally liable to the City, or any successor in interest, in the event of any default or breach by the PEI or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

No Waiver

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Severability

If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

Captions

The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

No Third Party Beneficiaries

No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

Disclosure of Confidential Information If Required By Law

This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

“Confidential Information” means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential

Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the City must:

1. Use best efforts to protect the Confidential Information in accordance with Arizona Public Records Law and the duty to redact, when appropriate; and
2. Give PEI reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

Entire Agreement, Waivers and Amendments

This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (15) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – Operating Agreement
Exhibit B – Budget
Exhibit C – Consortium Overview

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or PEI, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[Signature page follows]

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

CITY OF AVONDALE,
an Arizona municipal corporation

By: _____

Ken Weise, Mayor

ATTEST:

By: _____

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

By: _____

Nicholle Harris, City Attorney

PARTNERSHIP FOR ECONOMIC INNOVATION,
an Arizona nonprofit corporation

By: _____

Dean Duncan
Executive Director

EXHIBIT A – OPERATING AGREEMENT

See following page(s).

EXHIBIT B – DRAFT BUDGET

The Connective budget		2022
Salaries & Personnel Related Expenses	\$	219,200
Contract Services	\$	201,000
Marketing	\$	98,000
Events & Hosting	\$	6,000
Supplies	\$	1,800
Travel	\$	6,500
Postage & Printing	\$	1,100
Dues & Subscriptions	\$	200
Computer & Software Expenses	\$	3,200
Professional Service Fees	\$	40,000
Other Expenses	\$	18,000
Total Connective	\$	595,000

EXHIBIT C: CONSORTIUM OVERVIEW

Greater Phoenix Smart Region Consortium

Building the world's most innovative and connected region

Together, through a public-private partnership, the Greater Phoenix region has made a commitment to developing the smart communities of the future.

Join us as we build the world's smartest and most connected region through unprecedented, intentional collaboration.

Partnership Support:

Partnership for Economic Innovation | Arizona State University | Maricopa Association of Governments | Institute for Digital Progress | Greater Phoenix Economic Council

Communities across the globe are deploying technology to compete globally, accelerate solutions to real challenges facing their residents, and enhance the quality of life and well-being for all residents and businesses. Communities that fail to adapt risk becoming part of the digital dustbowl.

Introduction

Around the world, cities have been experimenting with new technologies to solve many challenges associated with mobility, congestion management, citizen well-being and health, and service accessibility to vulnerable segments of the population and at-risk neighborhoods. These cities that have implemented technology solutions not only to reduce the cost of providing access to quality services, but also to enhance revenue and spur economic development. Over time, these cities have come to understand that it is not a single project that makes them smart, rather it is the process of using technology to continually improve government efficiency, enhance citizen well-being and solve complex problems.

Globally, cities are engines of economic growth with capacity and tools to enhance regional and national competitiveness. Cities are challenging conventional thinking and capitalizing on new opportunities by making intentional long-term investments. Consequently, cities across the globe are striving to become the next premier “smart city,” engaging in a new kind of 21st century arms race to be crowned the premier smart city in the world. However, a single smart city without the ability to connect itself to the surrounding region cannot optimize its comparative advantages.

The Greater Phoenix Smart Region Consortium (“Consortium”) is a process and framework anchored upon the region’s collaborative nature and its civic institutions. The Consortium is

designed to ensure that all the communities across the Phoenix Metropolitan region have the tools and skills necessary to evolve and prosper in the new digital age. The Consortium's objective is to empower Greater Phoenix communities to build the nation's largest and most connected Smart Region, bolstering local economies with smart development and policies rooted in connectivity, mobility, equity and sustainability. Reaching beyond municipal jurisdiction limits, it enables communities to implement smart city solutions that are interconnected, seamless, affordable and interoperable. Through data and analytics, the Consortium will guide cities on their path to enhance resident quality of life and maximize their resources. The Consortium will work in Greater Phoenix because the region has a legacy of collaboration.

Why Greater Phoenix?

The Greater Phoenix region, consisting of two counties and more than 30 unique communities, is one of the fastest growing economic centers in the United States (U.S.). Since 2000, the region has added more than 1.3 million residents. This growth has led Maricopa County to become the 4th largest county in the U.S. and Phoenix to grow to the 5th largest city. With an economy of nearly \$243 billion per year, the region is home to multiple leading research institutions, nerve center operations for many Fortune 500 companies and a strong emerging tech scene. The region's growth both in terms of population and economy are predicted to remain well above the national average over the next five years. This growth, combined with a robust legacy in semiconductor, electronics, and aerospace design and manufacturing, makes the region an ideal location to develop, test and implement the next generation of city-focused embedded technologies. Additionally, business and municipal leadership across the region understand that technology is an effective tool for handling the rapid changes they are experiencing.

Stronger Through Intentional Collaboration

Many of the problems facing modern cities are not geographically bound; and solutions that are simply won't solve them. The understanding that modern problems require intentional, collaborative actions drives the need to work together across jurisdictions to develop solutions at a regional scale. Additionally, intentional collaboration yields many other benefits:

- ☐ Creates economies of scale by leveraging regional assets
- ☐ Shifts the risk of smart city deployment from the city to the Consortium
- ☐ Enhances services to residents
- ☐ Saves revenue for communities in delivering urban services
- ☐ Increases ROI from interoperable technology deployment
- ☐ Reduces procurement costs through economy of scale and clearer requirements
- ☐ Vets and implements faster through cooperative testing across the region
- ☐ Increases opportunity to attract and grow technology companies
- ☐ Enhances reputation of the region
- ☐ Reinforces the regional identity around people, place, technology
- ☐ Supports the local startup community

Regional Transformation

Deployed correctly, technology can connect residents, tourists, customers and businesses to their neighborhood and community. The ability to seamlessly move from the office to a lunch meeting to home to happy hour, can change people's perception of where they live, work and play. High connectivity is rapidly becoming an expected norm. Young-adults who grew up in a digital world expect their community to embrace the digital age; and seniors are not only embracing technology, but they are integrating it into their caregiving roles, augmenting their mental fitness routines and managing aspects of their health with it. For the communities in the Greater Phoenix region, this means that they need to rethink and transform every aspect of the urban form and how services are delivered to every demographic segment and across geographies.

This need for a regional transformation was first envisioned by the Partnership for Economic Innovation – a passionate collective of community, business and opinion leaders, dedicated to fulfilling the economic potential of Greater Phoenix and implementing a strategic economic acceleration plan, Velocity, to transform our economy into a global force for innovation and technology. The Velocity plan calls for supporting innovation and making intentional investment into the factors that drive economic competitiveness. The Smart Region Consortium further supports this transformation by allowing the region to intentionally invest in solutions for regional opportunities and threats that will enhance resident and business quality of life, driving sustainable growth.

The Greater Phoenix Smart Region Consortium Structure

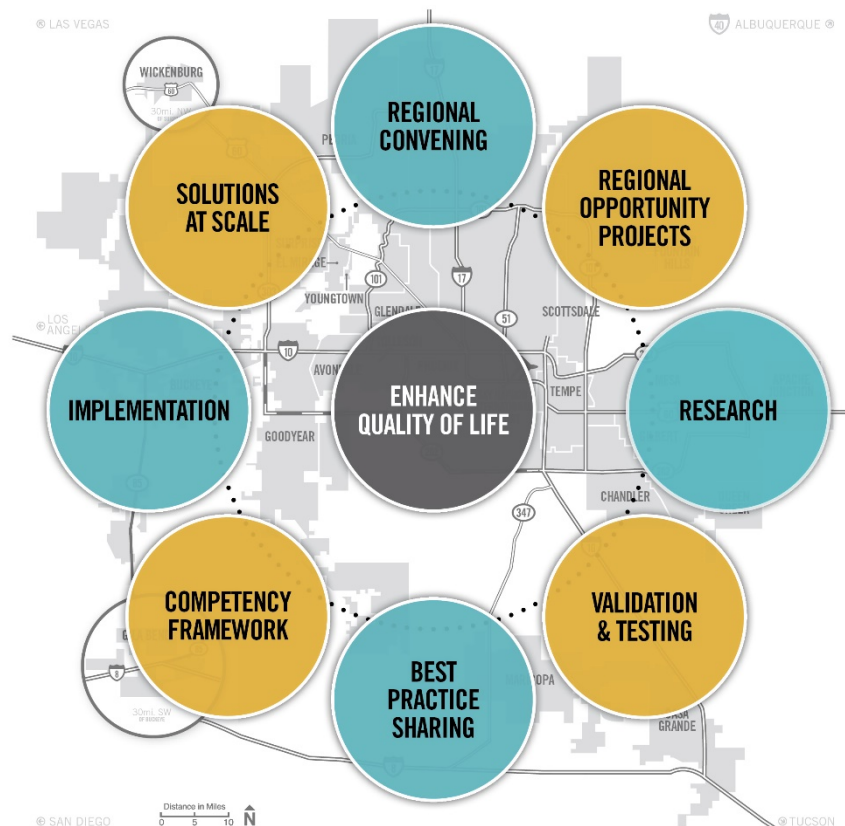


Exhibit C - page 3

The Consortium is a collaborative research and implementation partnership between public sector, academia, industry and civic institutions to drive the creation, advancement and adoption of smart city technology to improve the quality of life for all citizens and businesses within our communities. Participating in the Consortium means committing to become an innovative region that intentionally collaborates on issues that impact the quality of life and well-being for all residents and businesses.

Through participation, partner communities will be provided the tools to cultivate internal and external innovation, employ data-driven decision making, and bring smart city initiatives from blueprint to reality. Built from the strategies and lessons from smart cities across the globe, the process and framework of the Consortium is designed to:

Transform the Greater Phoenix region into a global leader in public-sector governance and private sector innovation to support sustainable, resilient, healthy and equitable communities and neighborhoods.

Consortium Governance



The Consortium will be housed at the Partnership for Economic Innovation (PEI) and governed by the PEI Board of Directors and its bylaws. PEI was established in 2016 as a 501(c) 3 nonprofit organization with the mission to create a world-class economy through awareness, resources and action and to facilitate new collaborative initiatives between public sector, industry, and higher education around solving problems with global impact and addresses market needs.

The Consortium’s governance structure will include a Smart Region Leadership Council, an Industry Advisory Commission, an Executive Team and Opportunity Project teams.

Leadership Council

The Leadership Council will be comprised of one voting seat for each Greater Phoenix Smart Region Consortium member community, as well as one seat for each of the Consortium founding members: PEI, Arizona State University (ASU), the Institute for Digital Progress (iDP), the Greater Phoenix Economic Council (GPEC), and the Maricopa Association of Governments (MAG). Meeting monthly, the Smart Region Leadership Council will serve as the voting council for determination and approval of the Smart Region Opportunity Projects.

Non-member communities that are a part of the Greater Phoenix region will be invited to attend and participate in Leadership Council functions and meetings.

Executive Team

The Executive Team will monitor the financial health of the Consortium, track performance on key metrics, and lead the process to ensure that the short-term and long-term Smart Region goals are being met and will report to both the Leadership Council and PEI Board of Directors. The Executive Team includes include ASU's Center for Smart Cities and Regions' (CSCR) Co-Director Diana Bowman, iDP Executive Director Dominic Papa, GPEC President and CEO Chris Camacho, MAG Director Eric Anderson, and an annually appointed community representative.

Industry Advisory Commission

The Industry Advisory Commission will consist of private industry partners who will serve as technology and implementation advisors. Members from the Industry Advisory Commission will attend Smart Region Leadership Council meetings and be included on applicable Leadership Council communications but will not have voting rights for determination and approval of the Smart Region Opportunity Projects. Industry members will be expected to provide valuable insight and advise to the Leadership Council. Examples of the insights and support the Industry Advisory Commission is expected to provide include:

- ☐ Assisting the Leadership Council in defining short-term and long-term goals
- ☐ Advise in defining success metrics
- ☐ Identify and provide expert assessment on technological best practices
- ☐ Provide technical advisory support
- ☐ Provide research support

Opportunity Project Teams

Opportunity Project Teams (OPT) will be made up of subject matter experts, city representatives, researchers and private-sector stakeholders, with the singular goal of finding or developing an appropriate solution for the identified and approved opportunity project or regional challenge via "Open Calls for Innovation" or other means as necessary. These are selected from among the Consortium's community, industry and academic partners, but it might include other outside experts at the discretion of the Executive Team. These teams will be responsible for drafting the open call for innovation, as well assist in identifying projects requirement and resources needed to implement such projects.

Funding Structure

The Consortium is funded through industry, community, university and grant funding. The Executive Team is recruiting public and private-sector members based on a tiered membership structure.

Industry Partners

For industry partners, the Consortium will offer a three-tiered industry membership plan with a three-year membership commitment. Founding Partner membership fee is \$100,000 annually, Strategic Partner is \$25,000 annually and the Supporting Partner membership \$10,000 annually.

Industry Membership Dues:

Membership Tier	Annual Membership
Founding Partner	\$100,000
Strategic Partner	\$25,000
Supporting Partner	\$10,000

Industry Membership Benefits:

Industry Benefits	Founding Partner	Strategic Partner	Supporting Partner
Industry Advisory Commission	X	X	-
Leadership Council meetings	X	-	-
Industry-led research opportunities	X	X	X
Opportunity to develop and test smart region technology in partnership with ASU*	X	X	X
Host and teach workforce development classes	X	X	-
Open data from smart region programs and pilots	X	X	-
Co-development opportunity for related technology research	X	X	X
Co-produce research papers	X	X	X
Access to world-class interdisciplinary team of ASU faculty, researchers, the faculty network, and students from engineering, law, business, sustainability and public policy	X	X	X
Logo inclusion on marketing materials	X	X	X

*May be tested with an individual community at their discretion

Community Partners

Each community partner is requested to make a commitment to support the Consortium for a one year with an option to renew for additional one year terms based on performance in order to enable multi-year, community-driven research projects. Following the initial two year term, contracts for the Consortium will be renewed on an annual basis. The membership fee is determined by community size. Each Consortium member will have representation on the Smart Region Leadership Council. To foster regional participation, some communities may also elect to participate in Council meetings as an observer at no costs but will not have voting privileges. Observing cities will be able to participate in cooperative procurement but will not receive any of the other benefits listed in the table below.

Community Membership Dues:

Membership Tier	Annual Membership
Large – Population greater than 1 million	\$75,000
Medium – Population less than 1 million and greater than 100,000	\$25,000
Small – Population less than 100,000	\$10,000

Community Membership Benefits:

Community Benefits	Large	Medium	Small	Non-Member
Voting Seat on Leadership Council	X	X	X	--
Leadership Council meetings	X	X	X	X
Community-lead research opportunities	X	X	X	--
Support developing a core team	X	X	X	--
Member discount for workforce training	15%	10%	5%	--
Open data management from smart region programs and pilots	X	X	X	--
Support establishing an innovation sandbox	X	X	X	--
Support deploying pilots	X	X	X	--
Co-operative procurement	X	X	X	X
Logo inclusion on marketing material	X	X	X	--
Best-practice result access	X	X	X	X
Access to Consortium resources including the digital platform	X	X	X	--

University Funding

Leadership at ASU is committed to supporting technology adoption, research and development, and testing on their campus and in their community. As part of this commitment, ASU has agreed to provide \$1 million in funding to support the CSCR's work programs to develop capacities to anticipate, design, experiment, iterate, and manage emerging technologies to meet public needs and implement specific actions.

Grant Funding

The Consortium will continue to seek out and participate in grant opportunities to bring further investment and funding into the Greater Phoenix Smart Region. The federal government, as well as many large corporations, allocates capital in the form of grant money to be used for the expansion of smart city initiatives every year. The Consortium optimally positions the region to mobilize resources and expertise required to successfully compete for grant opportunities.

The Consortium Process**Regional Convening**

The Consortium will convene regional leaders from cities, towns, community partners and industry to collaboratively unlock the power of smart city technology. The purpose of regional convenings are to create alignment on opportunities, challenges, research priorities and procurement, and to share results. Regular convening will happen on a quarterly basis. These regular convenings will support the Leadership Council discuss and determine the Consortium's priorities, how

opportunity projects will be measured, where testing and scaling will take place and other matters. During the initial months of the Consortium, convenings will be held as necessary until consensus on the vision, roles and responsibilities of all parties is achieved.

Regional Opportunity Projects

Opportunity projects are agreed upon opportunities or threats that the region wants to collectively work towards solving over the next five years. These projects are determined through the convenings and are voted on by the Leadership Council. If approved, a dedicated OPT will develop “Open Calls for Innovation” which will be issued by the Consortium for applicants to submit proposals addressing the needs of the challenge statement. The OPT will study the responses to the open calls and provide recommendation to the Leadership Council.

The OPT will be responsible for determining if an Opportunity Project can be addressed with off-shelf technology or by technology that requires additional research and development to meet the specific community needs. The OPT will be responsible for moving the solution through a process that includes research, validating & testing, result sharing, implementation, and scaling. In order to meet regional requirements, the solution may go through multiple iterations.

Each opportunity project will conclude with a public report, including guidelines and recommendations for procurement, adoption and implementation at scale, which will be part of a Smart Region Spec Book. Associated data will be made available to Consortium members and the public.

Additionally, the OPT may recommend that a specific Opportunity Project might be well-suited for solution crowdsourcing and for engaging the broader entrepreneurial community with reverse pitch events managed and hosted by the Consortium, in partnership with iDP.

Creating a baseline

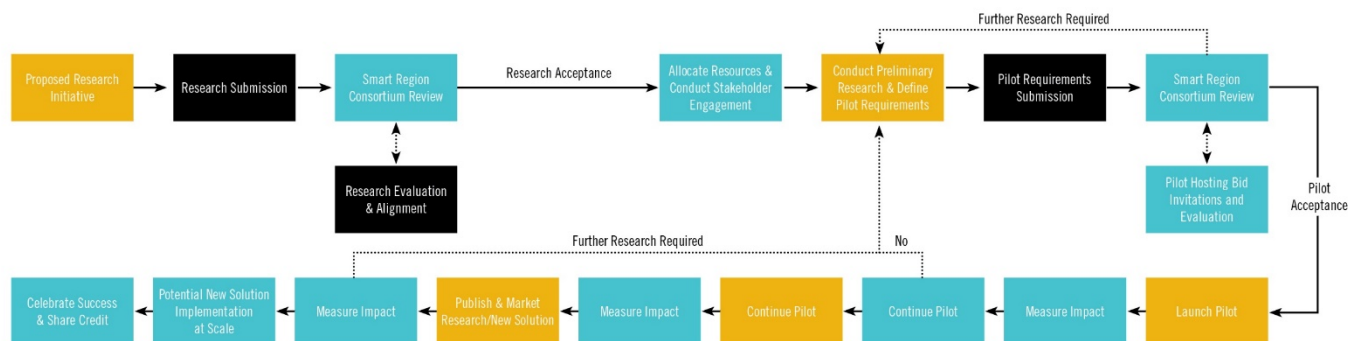
The first step to becoming a smart region is developing an understanding of our communities’ common problems. In order to begin building this understanding CenSCR and iDP have entered into a strategic partnership to create an initial baseline assessment (the Smart Region Analysis and Digital Roadmap, or SRADR) of the region’s strengths, weaknesses, opportunities and threats related to smart city technology. The SRADR will result in a report that the Leadership Council will use to determine the baseline and initial inventory of potential opportunity projects. Communities will be able to use this report as a starting point to help build buy-in for intentional collaboration on smart city opportunities and challenges.

Research

Communities and OPT, in partnership with ASU and industry, will create a portfolio of research designed specifically to support and advance the needs of the Greater Phoenix Smart Region Consortium. Where appropriate, pilot programs will be initiated on ASU campuses or within participating communities. In order to use this research to drive economic development and support the region’s innovation ecosystem, a formalized seed funding program will be established by CenSCR around this portfolio of work and as needed will be financially supported by individual

Consortium members. At its core, the research and seed funding are designed to ensure that smart city technology researched through the consortium is built with input and feedback from the communities. It will not be a platform to promote technology in search of a problem.

Processes to Evaluate and Select Research Initiatives for Seed Funding



Validation & Testing: Piloting

In order to support the development of technology built from our community's needs, the Consortium will work with iDP to establish innovation sandboxes to test technology that originates from the consortium. The first sandbox will be located on the ASU campuses. Communities and industry partners in the Consortium may elect to co-develop an innovation sandbox, but it will not be required to pilot technology that is developed through the Consortium. Communities that elect to designate a geography as an innovation sandbox for piloting smart city technology can opt to be supported by iDP and it will bear its implementation costs.

Technology that concludes with a successful pilot will be reported to the Consortium by the OPT overseeing it. These will inform the Smart Region Spec Book and will be ready for scaling, regional adoption and procurement.

Additionally, the Consortium will welcome proposals from entrepreneurs, innovators and private sector businesses that seek to utilize the region to propose new proof of concept, and to test and develop new smart city technologies which they believe will improve the quality of life for the citizens of Greater Phoenix. Because the solution may involve new technology, processes, and policies, public training may be required to implement and scale the technology successfully.

Competency Framework Development

The Consortium will work with member communities to build a smart city core team within their community to effectively and efficiently implement and scale recommended solutions. The purpose of the core team is to allow the community to be more agile, break down department silos and pave the way for digital transformation. A core team allows for a more effective way to communicate and mobilize resources for smart region projects. The core team will serve as the main point of contact within the community for the Consortium and will be relied upon to champion and carry out the smart region and smart city initiatives.

To ensure that the core teams and city departments have the skills required to successfully deploy and scale smart city solutions, the Consortium, via iDP will offer regularly three training programs focused on leadership, technology, deployment and management. The outcome of the training programs is to enable easy and seamless technology adoption within each community. Consortium members will have access to preferred and discounted member-rates.

The Academy for Smarter Communities

The Academy for Smart Communities (TASC) is designed to teach high-level government employees strategic foundations and tactics for leading their communities through the smart city process.

Networking Academy

The Networking Academy is aimed at strengthening and building the technical skills required to operate and maintain new technology solutions.

Deployment and Management Academy

The Deployment and Management Academy (DMA) is aimed at providing deployment and management skills required to manage the implementation and scaling of solutions. Implementation & Solutions at Scale.

By developing solutions from the beginning with a region-wide scale, proven solutions that emerge from the Consortium process will be ready for implementation across the region.

Cooperative Purchasing Agreement Program

The Consortium is planning to work with state agencies to develop a cooperative purchasing agreement. This agreement will allow communities to reduce procurement costs and deployment timelines while abiding by all federal, state and local statutes. Communities will benefit from greater purchasing power, economies of scale, administrative savings, interoperability across the region, as well as an accelerated opportunity for solutions to scale across the region.

Data

Because all data generated through pilots and scaling is public domain, it will be shared using a smart region portal in accordance with all relevant federal, state and local statutes on privacy, data and security. This portal will be managed and maintained by MAG. For more than 50 years, MAG has been a trusted community partner in maintaining regional datasets. MAG will continue to provide the same trusted service for smart region data. For communities that elect to provide MAG data from their smart region pilots and deployment, MAG will provide support and coordination to serve as a data repository, analyze the data and disseminate the analysis. However, communities may elect to build and maintain their own portal without participating in the regional portal. Access to online tools will be granted to all community members where pilot programs and regional initiatives status and data will be viewable, along with the CenSCR research initiative findings. Additionally, iDP has partnered with Marketplace.city to provide the Consortium

communities access to a database of solutions, vendors with verified projects and pilot implementation results from across the globe.

Notwithstanding anything else herein, data generated through any activity on ASU property will be solely owned by ASU. ASU will have sole discretion on the use of such ASU data, including whether or not to share such data publicly.

Smart Communities Network

iDP has partnered with multiple other smart communities across the country and globe through the Smart Gigabit Communities and Sister Cities Exchange Programs and will bring these relationships to the Consortium. Many of these communities are facing similar challenges and would benefit from the solutions being developed within our region. The Consortium will educate technology solutions providers on what worked in the Greater Phoenix region to build better solutions for communities across the network.

Best Practice Sharing

The Consortium will provide resources to coordinate and facilitate best practice sharing across Greater Phoenix and with industry partners. This will be done through Smart Region Spec Books. These books will be developed in partnership with industry, OPT and the Consortium Executive Team. These spec books will serve as a collection of technology-focused reference material, accessible to all communities, and will serve as a tool for future procurement. These books will also create a baseline level of requirement for technology adopted to help promote interoperability.

The Consortium will publish an annual progress report and review, detailing the outcomes of the Consortium and summarizing the outcomes of each Opportunity Project. Finally, at the conclusion of each year, the Consortium will host a Greater Phoenix Smart Region Symposium in one of the member communities, where all partners will be invited to highlight some of the most beneficial smart region initiatives, review the progress of the past year and plan for the following years.

CITY COUNCIL REPORT

SUBJECT: Resolution 1017-0322 - Designation of Chief Fiscal Officer for the Annual Expenditure Limitation Report

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Keith Fallstrom , Interim Finance and Budget Director, (623) 333-2016

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following strategic outcome: Innovative program and service delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1017-0322, designating Keith Fallstrom as the Chief Fiscal Officer for the submittal of the annual expenditure limitation report and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The city is required to complete an annual expenditure limitation report (AELR) using the Arizona Auditor General's uniform expenditure reporting system. This reporting system demonstrates the city's compliance with the statutory expenditure limitation.

DISCUSSION:

The city is required to designate an individual as the Chief Fiscal Officer who is responsible for the submission of the required reports to the Auditor General's Office. This action names Keith Fallstrom, as the Chief Fiscal Officer for these purposes.

BUDGET IMPACT:

There is no budgetary impact associated with this action.

RECOMMENDATION:

Staff recommends Council adopt a Resolution designating the Chief Fiscal Officer for the submission of the annual expenditure limitation report (AELR).

RESOLUTION NO. 1017-0322

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, ARIZ. REV. STAT. § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Avondale (the "City") Council desires to designate Keith Fallstrom, as the City's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

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

SECTION 2. Keith Fallstrom is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2022 AELR to the Arizona Auditor General on the City's behalf.

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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

REVIEWED BY:

Cherlene Penilla, Acting City Manager

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1018-0322 - Authorizing Banking & Investing Authority

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance & Budget Director, (623) 333-2016

THROUGH: Cherlene Penilla, Acting City Manager

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

This change will allow Avondale to continue paying its obligations on-time and protect the City's resources.

PURPOSE:

City Council will consider a request to adopt Resolution 1018-0322 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 or Interim City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

With recent changes to City officials and staff, updates to City-assigned authorizations are needed.

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 custodial 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:

This action does not have a budget 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.

Contact person for document distribution: Howell Lindsay and Keith Fallstrom

RESOLUTION NO. 1018-0322

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE MAYOR, THE ACTING CITY MANAGER, AND THE INTERIM FINANCE AND BUDGET DIRECTOR TO EXECUTE CHECKS AND OTHER ITEMS FOR AND ON BEHALF OF THE CITY OF AVONDALE; AUTHORIZING THE ACTING CITY MANAGER AND THE INTERIM FINANCE AND BUDGET DIRECTOR TO AUTHORIZE CERTAIN ELECTRONIC PAYMENTS AND TRANSFERS OF FUNDS; AUTHORIZING THE ACTING CITY MANAGER AND THE INTERIM 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 1028-0521, adopted May 17, 2021, the Council of the City of Avondale (the “City Council”) authorized the Mayor, the City Manager, the Assistant City Manager, and the Interim Deputy City Manager/Finance and Budget Director 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 1028-0521, adopted May 17, 2021, the City Council authorized the City Manager, the Assistant City Manager and the Interim Deputy City Manager/Finance and Budget Director 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 21, 2022, 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 21, 2022, the Acting City Manager of the City, Cherlene Penilla, 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 21, 2022, the Interim Finance and Budget Director of the City, Keith Fallstrom, 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. This Resolution applies to all City bank and investment accounts held in any

bank or other financial institution.

SECTION 6. Checks drawn upon the City accounts for amounts less than \$1,000.00 shall bear one signature of the Mayor, the Acting City Manager, or the Interim 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 Acting City Manager or the Interim Finance and Budget Director.

SECTION 7. 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, Resolution 1028-0521 shall be repealed.

SECTION 8. The Mayor, the Acting City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1019-0322 - First Amendment to Intergovernmental Agreement with the City of Phoenix for the Phoenix Fire Department Regional Dispatch System

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Tony Corsi, Fire & Medical Director, (623) 333-6100

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1019-0322, approving an amendment to an Intergovernmental Agreement with the City of Phoenix for the Phoenix Fire Department Regional Dispatch System and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale Fire and Medical Department has been dispatched by the Phoenix Fire Department Regional Dispatch System for more than twenty-five years and has been a member of the Regional Automatic Aid Agreement for more than twenty years. Avondale Fire and Medical Department provides fire, technical rescue and emergency medical response, involving more than **12,600** calls for service annually. All 911 fire and medical emergency calls within the City of Avondale are routed to the Phoenix Fire Department for prioritization and dispatch. Phoenix Fire Dispatch assigns the closest appropriate Fire and Medical Unit for response.

DISCUSSION:

This amendment incorporates the current fiscal year's dispatch fees.

BUDGET IMPACT:

The annual cost for Avondale Fire and Medical Dispatches from Phoenix Fire Department Regional Dispatch for the current fiscal year is a total of \$577,804.07 and is included in the approved FY2022 budget.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution approving the amendment to the existing Intergovernmental Agreement (IGA) between the City of Phoenix and the City of Avondale for the Phoenix Fire Department Regional Dispatch System which will provide for payment authority for FY 2021/2022 fees. Upon approval from Council of the amendment, the Mayor, or City Manager and City Clerk shall execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Marsha Chavez

RESOLUTION NO. 1019-0322

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF AVONDALE RELATING TO THE PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM.

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

SECTION 1. The First Amendment to the Intergovernmental Agreement between the City of Phoenix and the City of Avondale relating to the Phoenix Fire Department Regional Dispatch System (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1019-0322

[First Amendment]

See following pages.

**FIRST AMENDMENT
TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF AVONDALE
FOR
THE PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM**

AGREEMENT NO. 151263-1

This Amendment to the Intergovernmental Agreement ("IGA") is entered into this 1ST day of February 2022, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Avondale, for and on behalf of the Avondale Fire and Medical Department ("the Agency"). Throughout this Amendment, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, The Parties entered into Intergovernmental Agreement, Contract No. 151263-0, dated June 5, 2019 (the "Agreement") for Avondale to utilize and participate in the Phoenix Fire Department Regional Dispatch System (the "System"),

WHEREAS, Avondale's fees and charges for the System are set forth in Exhibit C of the Agreement and pursuant to Article V, Section 2.1 of the Agreement the Parties shall annually revise Exhibit C to reflect the current fees and charges,

WHEREAS, The fees and charges for Fiscal Year 2021-2022 have increased and the Parties desire to amend the Agreement to provide for the additional costs.

WHEREAS, Ordinance No. S-47715 dated June 16, 2021, authorized the City to adopt Computer Aided Dispatch Service Fees and Charges for Fiscal Year 2021-2022.

AGREEMENT

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

1. Fees and Charges. In accordance with Article V, Section 2.1 of the Agreement, Exhibit C, Fees and Charges, is hereby deleted and replaced with the Exhibit C,

Fees and Charges, attached hereto and incorporated herein by reference and shall become effective as of July 1, 2021.

2. Non-Default. By executing this First Amendment, the Parties affirmatively assert that (i) neither party is currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.
3. Effect of the Amendment. 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. Conflict of Interest. This First Amendment and the Agreement may be canceled by either party pursuant to ARIZ. REV. STAT. § 38-511.
5. Counterparts. This First Amendment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
JEFFREY BARTON, City Manager

By: _____
Michael J. Duran
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

David Lavelle
Assistant Chief Counsel

CITY OF AVONDALE, a municipal corporation

By: _____
Cherlene Penilla
Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

CITY OF PHOENIX

By: _____
David Lavelle
Assistant Chief Counsel

Date: _____, 2022

CITY OF AVONDALE

By: _____
Nicholle Harris
City Attorney

Date: _____, 2022

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Equipment Maintenance & Dispatch Cost Estimates
Fiscal Year 2021/2022
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
151263

City of Avondale

I. Dispatch Service Fee

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$28.37 - Avondale - FD	\$28.37	9,051	\$256,776.87
\$18.80 - Avondale - AMR	\$18.80	6,035	\$113,458.00
\$18.80 - Avondale - MAC	\$18.80	10	\$188.00
\$18.80 - Avondale - PMT	\$18.80	4	\$75.20
Total Dispatch Service Fees:			<u>\$370,498.07</u>

II. General Maintenance Service Fee

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
Station Pack Maint. - Avondale - FD	\$9,300	4	\$37,200.00
MCT Maint - Avondale - FD	\$4,100	20	\$82,000.00
Airmobile Maint - Avondale - FD	\$4,100	4	\$16,400.00
Total Specific Maintenance Service Fees:			<u>\$135,600.00</u>

III. Network System Fees

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
WAN/LAN System Fee - Avondale - FD	\$17,400	1	\$17,400.00
Total Network System Fees:			<u>\$17,400.00</u>

IV. CAD System Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
CAD Modernization Service Fee - Avondale - FD	\$5.00	9,051	\$45,255.00
CAD Maintenance Service Fee - Avondale - FD	\$1.00	9,051	\$9,051.00
Total CAD System Fees:			<u>\$54,306.00</u>

V. GIS & Data Analytics Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
Total GIS & Data Analytics Fees:		<u>\$0.00</u>

Total Schedule A: \$577,804.07

The Dispatch Service, Specific Maintenance, Network System, and CAD System Fees for the City of Avondale are \$577,804.07. The City of Phoenix will invoice the City of Avondale on a quarterly basis in the amount of \$144,451.02.

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2019 through June 30, 2020.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Equipment Maintenance & Dispatch Cost Estimates
Fiscal Year 2021/2022
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
151263

City of Avondale
City of Avondale - FD (subset)

I. Dispatch Service Fee

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$28.37 - Avondale - FD	\$28.37	9,051	\$256,776.87
<u>Total Dispatch Service Fees:</u>			<u>\$256,776.87</u>

II. General Maintenance Service Fee

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
Station Pack Maint. - Avondale - FD	\$9,300	4	\$37,200.00
MCT Maint - Avondale - FD	\$4,100	20	\$82,000.00
Airmobile Maint - Avondale - FD	\$4,100	4	\$16,400.00
<u>Total Specific Maintenance Service Fees:</u>			<u>\$135,600.00</u>

III. Network System Fees

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
WAN/LAN System Fee - Avondale - FD	\$17,400	1	\$17,400.00
<u>Total Network System Fees:</u>			<u>\$17,400.00</u>

IV. CAD System Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
CAD Modernization Service Fee - Avondale - FD	\$5.00	9,051	\$45,255.00
CAD Maintenance Service Fee - Avondale - FD	\$1.00	9,051	\$9,051.00
<u>Total CAD System Fees:</u>			<u>\$54,306.00</u>

V. GIS & Data Analytics Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total GIS & Data Analytics Fees:</u>		<u>\$0.00</u>

Total Schedule A: \$464,082.87

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2019 through June 30, 2020.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Equipment Maintenance & Dispatch Cost Estimates
Fiscal Year 2021/2022
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INTERGOVERNMENTAL AGREEMENT
151263

City of Avondale
City of Avondale - AMR Ambulance (subset)

I. Dispatch Service Fee

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$18.80 - Avondale - AMR	\$18.80	6,035	\$113,458.00
Total Dispatch Service Fees:			<u>\$113,458.00</u>

II. General Maintenance Service Fee

<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
Total Specific Maintenance Service Fees:		<u>\$0.00</u>

III. Network System Fees

<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
Total Network System Fees:		<u>\$0.00</u>

IV. CAD System Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
Total CAD System Fees:		<u>\$0.00</u>

V. GIS & Data Analytics Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
Total GIS & Data Analytics Fees:		<u>\$0.00</u>

Total Schedule A: \$113,458.00

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2019 through June 30, 2020.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Equipment Maintenance & Dispatch Cost Estimates
Fiscal Year 2021/2022
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
151263

City of Avondale
City of Avondale - Buckeye Valley Ambulance (subset)

I. Dispatch Service Fee

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total Dispatch Service Fees:</u>		<u>\$0.00</u>

II. General Maintenance Service Fee

<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
<u>Total Specific Maintenance Service Fees:</u>		<u>\$0.00</u>

III. Network System Fees

<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
<u>Total Network System Fees:</u>		<u>\$0.00</u>

IV. CAD System Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total CAD System Fees:</u>		<u>\$0.00</u>

V. GIS & Data Analytics Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total GIS & Data Analytics Fees:</u>		<u>\$0.00</u>

Total Schedule A: \$0.00

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2019 through June 30, 2020.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Equipment Maintenance & Dispatch Cost Estimates
Fiscal Year 2021/2022
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
151263

City of Avondale
City of Avondale - Maricopa Ambulance (subset)

I. Dispatch Service Fee

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$18.80 - Avondale - MAC	\$18.80	10	\$188.00
Total Dispatch Service Fees:			<u>\$188.00</u>

II. General Maintenance Service Fee

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
Total Specific Maintenance Service Fees:			<u>\$0.00</u>

III. Network System Fees

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
Total Network System Fees:			<u>\$0.00</u>

IV. CAD System Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
Total CAD System Fees:			<u>\$0.00</u>

V. GIS & Data Analytics Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
Total GIS & Data Analytics Fees:			<u>\$0.00</u>

Total Schedule A: \$188.00

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2019 through June 30, 2020.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Equipment Maintenance & Dispatch Cost Estimates
Fiscal Year 2021/2022
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
151263

City of Avondale
City of Avondale - PMT Ambulance (subset)

I. Dispatch Service Fee

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$18.80 - Avondale - PMT	\$18.80	4	\$75.20
<u>Total Dispatch Service Fees:</u>			<u>\$75.20</u>

II. General Maintenance Service Fee

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
<u>Total Specific Maintenance Service Fees:</u>			<u>\$0.00</u>

III. Network System Fees

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
<u>Total Network System Fees:</u>			<u>\$0.00</u>

IV. CAD System Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total CAD System Fees:</u>			<u>\$0.00</u>

V. GIS & Data Analytics Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total GIS & Data Analytics Fees:</u>			<u>\$0.00</u>

Total Schedule A: \$75.20

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2019 through June 30, 2020.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Equipment Maintenance & Dispatch Cost Estimates
Fiscal Year 2021/2022
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
151263

City of Avondale
City of Avondale - Helicopter Transports (subset)

I. Dispatch Service Fee

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total Dispatch Service Fees:</u>		<u>\$0.00</u>

II. General Maintenance Service Fee

<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
<u>Total Specific Maintenance Service Fees:</u>		<u>\$0.00</u>

III. Network System Fees

<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
<u>Total Network System Fees:</u>		<u>\$0.00</u>

IV. CAD System Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total CAD System Fees:</u>		<u>\$0.00</u>

V. GIS & Data Analytics Fees

<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
<u>Total GIS & Data Analytics Fees:</u>		<u>\$0.00</u>

Total Schedule A: \$0.00

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2019 through June 30, 2020.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2018-0322 - Dedication of a Perpetual Easement to the United States of America in Roosevelt Street Right-of-Way

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director, (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

This action will maintain and expand quality infrastructure and improve the connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2018-0322, dedicating a Perpetual Easement to the United States of America in Roosevelt Street right-of-way and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

On February 18, 2014, City Council adopted Ordinance No. 1534-214 authorizing staff to acquire the Roosevelt Street right-of-way (ROW), west of 107th Avenue, from the Anderson Living Trust dated January 24, 2001. The Trust dedicated the ROW to the City and the deed was recorded in Document No. 2014-0667821 on October 8, 2014 in the Maricopa County Recorder's Office.

DISCUSSION:

The dedication of this easement to the United States of America is necessary for Mattamy Homes, the developer of Roosevelt Park, to construct a new irrigation pipeline in Roosevelt Street right of way. The installation of this pipeline will allow Mattamy Homes to complete the half street improvements of Roosevelt Street west of 107th Avenue. The easement will be located inside the existing city right-of-way. Salt River Project will operate and maintain the pipeline within this easement.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance dedicating a Perpetual Easement to the United States of America in Roosevelt Street right-of-way and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Mark Ivanich



EASEMENT TO BE GRANTED TO THE UNITED STATES OF AMERICA

ORDINANCE NO. 2018-0322

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO SALT RIVER PROJECT ON BEHALF OF THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF A WATER DISTRIBUTION PIPELINE.

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

SECTION 1. An easement is hereby granted to Salt River Project on behalf of the United States Department of the Interior Bureau of Reclamation in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across ± 0.21 acres of real property, generally located in Roosevelt Street, west of 107th Avenue as depicted and described in the easement form attached hereto as part of Exhibit 1.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2018-0322

[Contract and Grant of Easement]

See following pages.

ORIGINAL

**Contract No. Case
No. 20-021**

Exempt per A.R.S. § 11-1134 A.3.

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

SALT RIVER PROJECT

CONTRACT AND GRANT OF EASEMENT

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

WITNESSETH:

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

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

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

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

WHEREAS, the United States will release its interest, if any, in and to the real property interest no longer needed by Contract No. _____ to **City of Avondale, an Arizona municipal corporation**, and any and all other owners of record of the underlying fee title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to **City of Avondale, an Arizona municipal corporation**

By: _____
Kenneth N. Weise
Mayor of Avondale

UNITED STATES OF AMERICA

Leslie A. Meyers
Area Manager
Phoenix Area Office
Bureau of Reclamation

Contract No.
Case No. 20-021

ACKNOWLEDGMENT

[illegible]

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

Notary Public in and for
said County and State



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

A parcel of land 7 feet in width being within the Southeast Quarter (SE1/4) of Section Six (6), Township One (1) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

COMMENCING at a Maricopa County Department of Transportation brass cap in hand hole at the east quarter corner of said Section 6, from which a rebar with cap LS 31020 at the center quarter corner of said Section 6 bears South 88 degrees 59 minutes 18 seconds West, 2,628.26 feet;

thence along the north line of said Southeast Quarter, South 88 degrees 59 minutes 18 seconds West, 55.01 feet;

thence along the west line of the east 55.00 feet of said Southeast Quarter, South 00 degrees 02 minutes 16 seconds West, 60.01 feet to the POINT OF BEGINNING;

thence South 00 degrees 02 minutes 16 seconds West, 7.00 feet;

thence South 88 degrees 59 minutes 18 seconds West, 190.51 feet;

thence North 81 degrees 00 minutes 42 seconds West, 57.59 feet;

thence South 88 degrees 59 minutes 18 seconds West, 993.76 feet;

thence North 46 degrees 00 minutes 42 seconds West, 66.04 feet;

thence along the south line of a USA Fee described in Book 132 of Deeds, Page 392, records of Maricopa County, Arizona, North 88 degrees 55 minutes 34 seconds East, 9.89 feet;

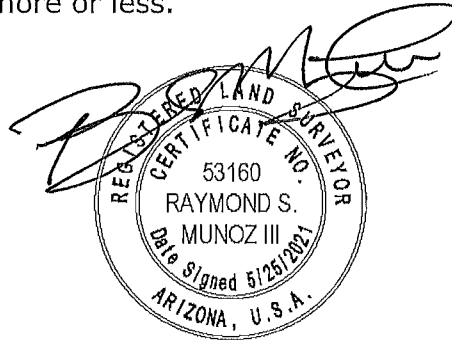
thence South 46 degrees 00 minutes 42 seconds East, 56.16 feet;

thence North 88 degrees 59 minutes 18 seconds East, 991.48 feet;

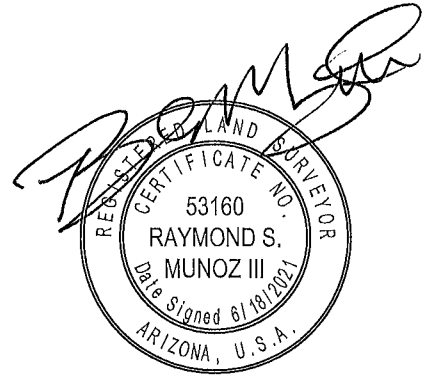
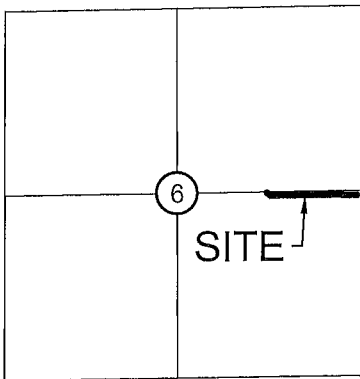
thence South 81 degrees 00 minutes 42 seconds East, 57.59 feet;

thence North 88 degrees 59 minutes 18 seconds East, 190.02 feet to the POINT OF BEGINNING.

Containing 0.21 acre(s), more or less.

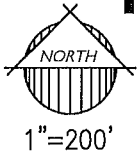
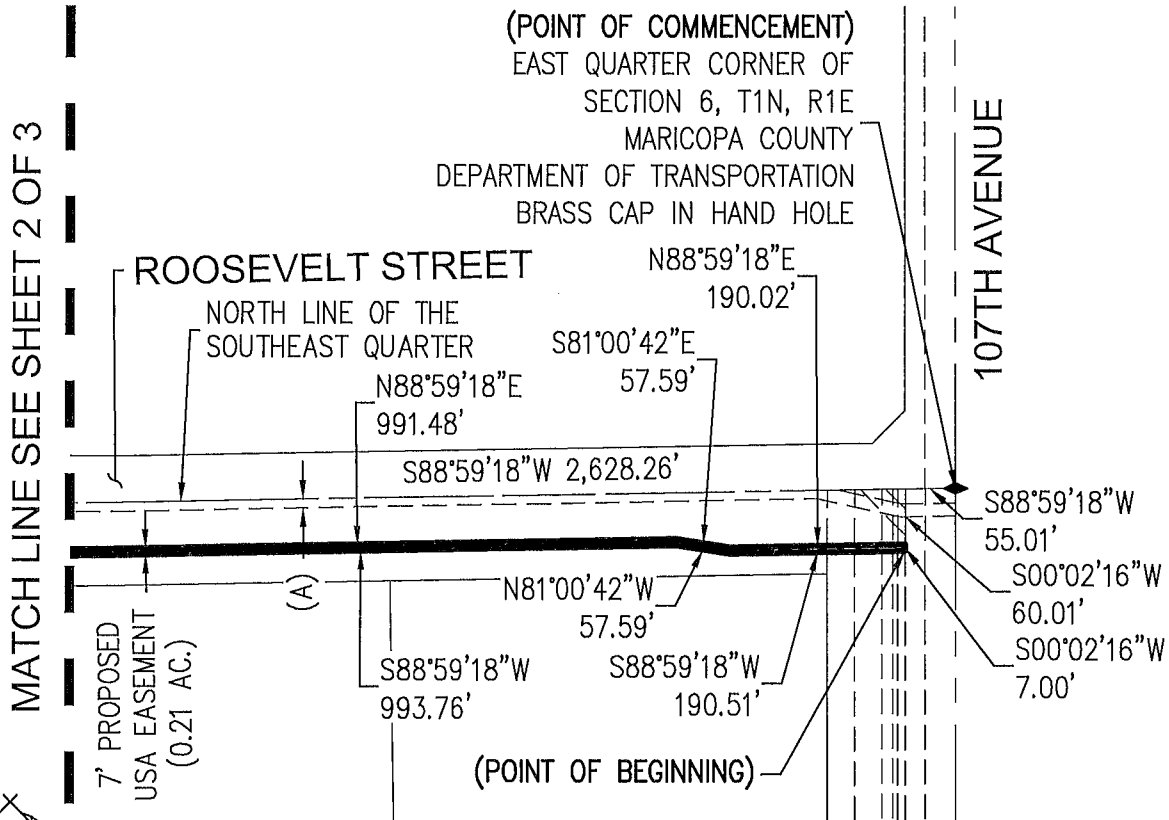


EXHIBIT



SECTION 6 T1N, R1E, G&SRM SCALE: 2"=1 MILE

(A) 14' U.S.A. RIGHT OF WAY,
BOOK 132, PAGE 392, M.C.R.



17-414

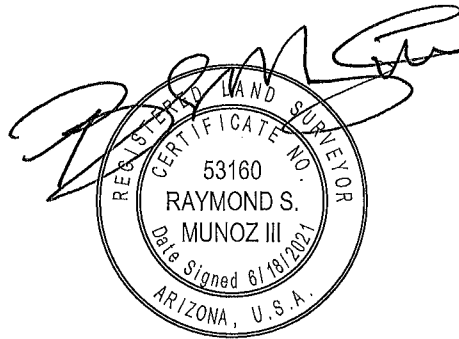


SALT RIVER PROJECT AGRICULTURE IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER:	SCALE: 1"=200'
AMP W/O NUMBER:	SHEET: 1 OF 3
AGENT:	SHEET SIZE: 8.5" X 11"
DRAWN:	REVISION: 0
CHECKED BY: RM	CREW CHIEF:
DATE: 06/18/21	FIELD DATE:

CITY OF AVONDALE
PROPOSED USA EASEMENT
SECTION 6 T1N, R1E

EXHIBIT



(A) 14' U.S.A. RIGHT OF WAY,
BOOK 132, PAGE 392, M.C.R.

CENTER OF
SECTION 6, T1N, R1E
REBAR W/CAP
(LS 31020)

111TH AVENUE

ROOSEVELT STREET

NORTH LINE OF THE
SOUTHEAST QUARTER

N88°55'34"E

9.89'

S46°00'42"E

56.16'

N46°00'42"W

66.04'

7' PROPOSED
USA EASEMENT
(0.21 AC.)

(A)

MATCH LINE SEE SHEET 1 OF 3



1"=200'

17-414

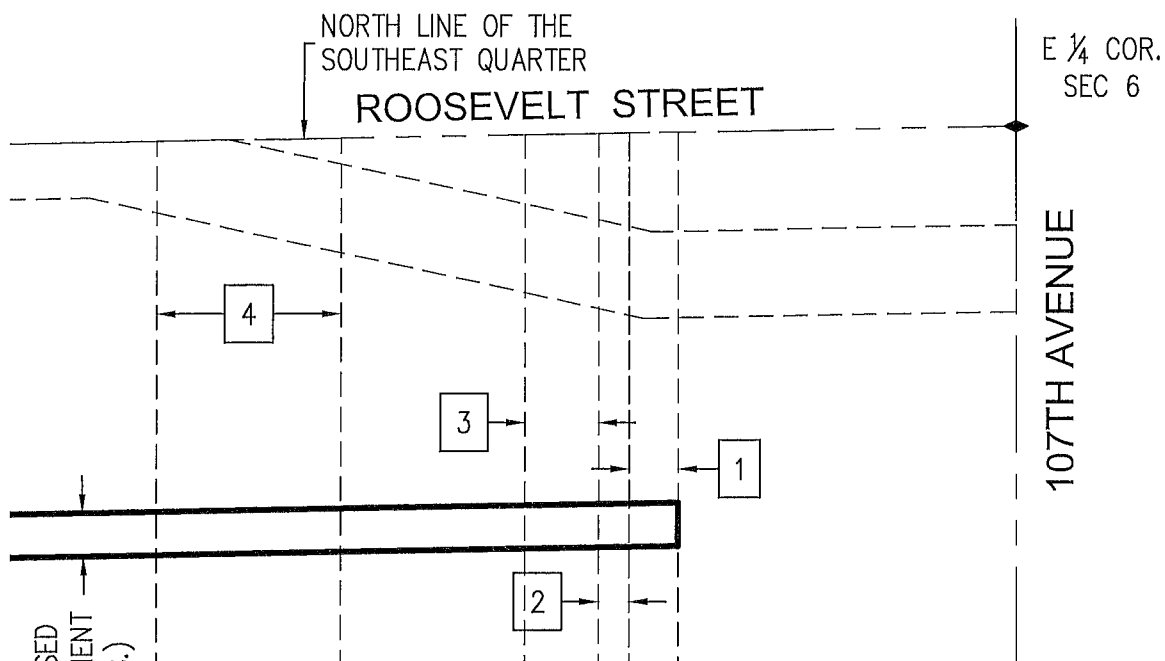


SALT RIVER PROJECT
AGRICULTURE IMPROVEMENT & POWER DISTRICT

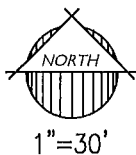
SRP JOB NUMBER:	SCALE: 1"=200'
AMP W/O NUMBER:	SHEET: 2 OF 3
AGENT:	SHEET SIZE: 8.5" X 11'
DRAWN:	REVISION: 0
CHECKED BY: RM	CREW CHIEF:
DATE: 06/18/21	FIELD DATE:

CITY OF AVONDALE
PROPOSED USA EASEMENT
SECTION 6 T1N, R1E

EXHIBIT



- 1 8.0' PUBLIC UTILITY EASEMENT, 2004-1017222, M.C.R.
- 2 5.0' ELECTRIC AND TELECOMMUNICATION EASEMENT, 2004-1274552, M.C.R.
- 3 12.0' AERIAL EASEMENT, 2004-1274553, M.C.R.
- 4 30.0' SRP POWER TRANSMISSION EASEMENT, 2016-0207564 & 2016-0274048, M.C.R.



SALT RIVER PROJECT AGRICULTURE IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER:	SCALE: 1"=30'
AMP W/O NUMBER:	SHEET: 3 OF 3
AGENT:	SHEET SIZE: 8.5" X 11'
DRAWN:	REVISION: 0
CHECKED BY: RM	CREW CHIEF:
DATE: 06/18/21	FIELD DATE:

CITY OF AVONDALE
PROPOSED USA EASEMENT
SECTION 6 T1N, R1E

CITY COUNCIL REPORT

SUBJECT: Ordinance 2019-0322 - Authorization for the City to Exchange Land with the United States of America

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director, (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

This action will maintain and expand quality infrastructure and improve the connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2019-0322, allowing the City to enter into a land exchange agreement with the United States of America within Roosevelt Street right-of-way (ROW) and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

On February 18, 2014, City Council adopted Ordinance No. 1534-214 authorizing staff to acquire the Roosevelt Street right-of-way (ROW), west of 107th Avenue, from the Anderson Living Trust dated January 24, 2001. The Trust dedicated the ROW to the City and the deed was recorded in Document No. 2014-0667821 on October 8, 2014 in the Maricopa County Recorder's Office.

DISCUSSION:

The City will exchange 0.42 acres of existing Roosevelt Street ROW west of 107th Avenue for fee land owned by the United States of America, Department of the Interior, Bureau of Reclamation. Within this fee land, which is parallel to the Roosevelt Street ROW, is an open irrigation channel that must be relocated and piped in order for the developer of Roosevelt Park, Mattamy Homes, to complete the Roosevelt Street half street improvements west of 107th Avenue. The 0.42 acres of ROW the City will exchange is excess ROW and is not needed for the Roosevelt Street improvements. Salt River Project will operate and maintain the new pipeline.

BUDGET IMPACT:

There is no impact to the budget for this action

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance allowing the City to enter into a land exchange agreement with the United States of America in Roosevelt Street right-of-way (ROW) and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Mark Ivanich



RIGHT OF WAY TO BE EXCHANGED WITH UNITED STATES OF AMERICA

ORDINANCE NO. 2019-0322

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING AN EXCHANGE OF REAL PROPERTY WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION FOR RELOCATION, OPERATION AND MAINTENANCE OF A WATER DISTRIBUTION PIPELINE.

WHEREAS, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of applicable law; and

WHEREAS, through Ordinance No. 1534-214, passed and adopted on February 18, 2018, the City acquired 90 feet of certain real property Right-of-Way generally located north of Van Buren Street, west of 107th Avenue, and south of Roosevelt Street, in Avondale, Arizona (“City Right-of-Way”); and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that a portion, approximately 14 feet comprising ± 0.42 acres, of the City Right-of-Way is no longer needed and therefore, it is appropriate to grant and convey this portion of City Right-of-Way to the United States Department of the Interior Bureau of Reclamation (the “U.S.A.”) in exchange for approximately ± 0.33 acres of certain real property along the existing irrigation facility currently owned by U.S.A. as recorded in the Office of the Maricopa County Recorder, at Book 132, Page 392 on December 28, 1918 (the “U.S.A. Property”) for the relocation, operation and maintenance of a water distribution pipeline (the “Real Property Exchange”); and

WHEREAS, U.S.A. will convey the U.S.A. Property to the City through a General Warranty Deed once the existing distribution pipeline is relocated and operational.

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 Real Property Exchange of certain City owned real property comprising ± 0.42 acres, generally located north of Van Buren Street, west of 107th Avenue, and south of Roosevelt Street, in Avondale, Arizona, as more particularly described and depicted in Exhibit 1 with approximately ± 0.33 acres of certain U.S.A. owned real property along the

existing irrigation facility as described and depicted in Exhibit 2, attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of 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 take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, March 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2019-0322

[Legal Description and Maps of City Right of Way]

See following pages.



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

A parcel of land 14 feet in width being located within the Southeast Quarter (SE1/4) of Section Six (6), Township One (1) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

COMMENCING at a Maricopa County Department of Transportation brass cap in hand hole at the East quarter corner of said Section 6, from which a rebar with cap LS 31020 at the Center quarter corner of said Section 6 bears South 88 degrees 59 minutes 18 seconds West, 2,628.26 feet;

thence along the north line of said Southeast Quarter, South 88 degrees 59 minutes 18 seconds West, 55.01 feet;

thence along the west line of the east 55.00 feet of said Southeast Quarter, South 00 degrees 02 minutes 16 seconds West, 67.01 feet to the POINT OF BEGINNING;

thence South 00 degrees 02 minutes 16 seconds West, 14.00 feet;

thence South 88 degrees 59 minutes 18 seconds West, 191.47 feet;

thence North 81 degrees 00 minutes 42 seconds West, 57.59 feet;

thence South 88 degrees 59 minutes 18 seconds West, 998.34 feet;

thence North 46 degrees 00 minutes 42 seconds West, 85.81 feet;

thence along the south line of a USA Fee described in Book 132 of Deeds, Page 392, records of Maricopa County, Arizona, North 88 degrees 55 minutes 34 seconds East, 19.78 feet;

thence South 46 degrees 00 minutes 42 seconds East, 66.04 feet;

thence North 88 degrees 59 minutes 18 seconds East, 993.76 feet;

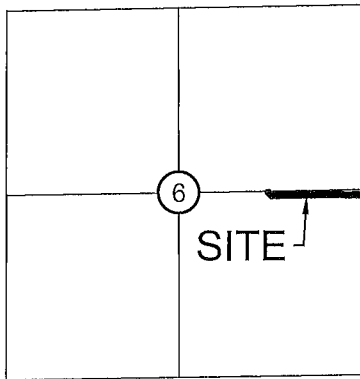
thence South 81 degrees 00 minutes 42 seconds East, 57.59 feet;

thence North 88 degrees 59 minutes 18 seconds East, 190.51 feet to the POINT OF BEGINNING.

Containing 0.42 acre(s), more or less.

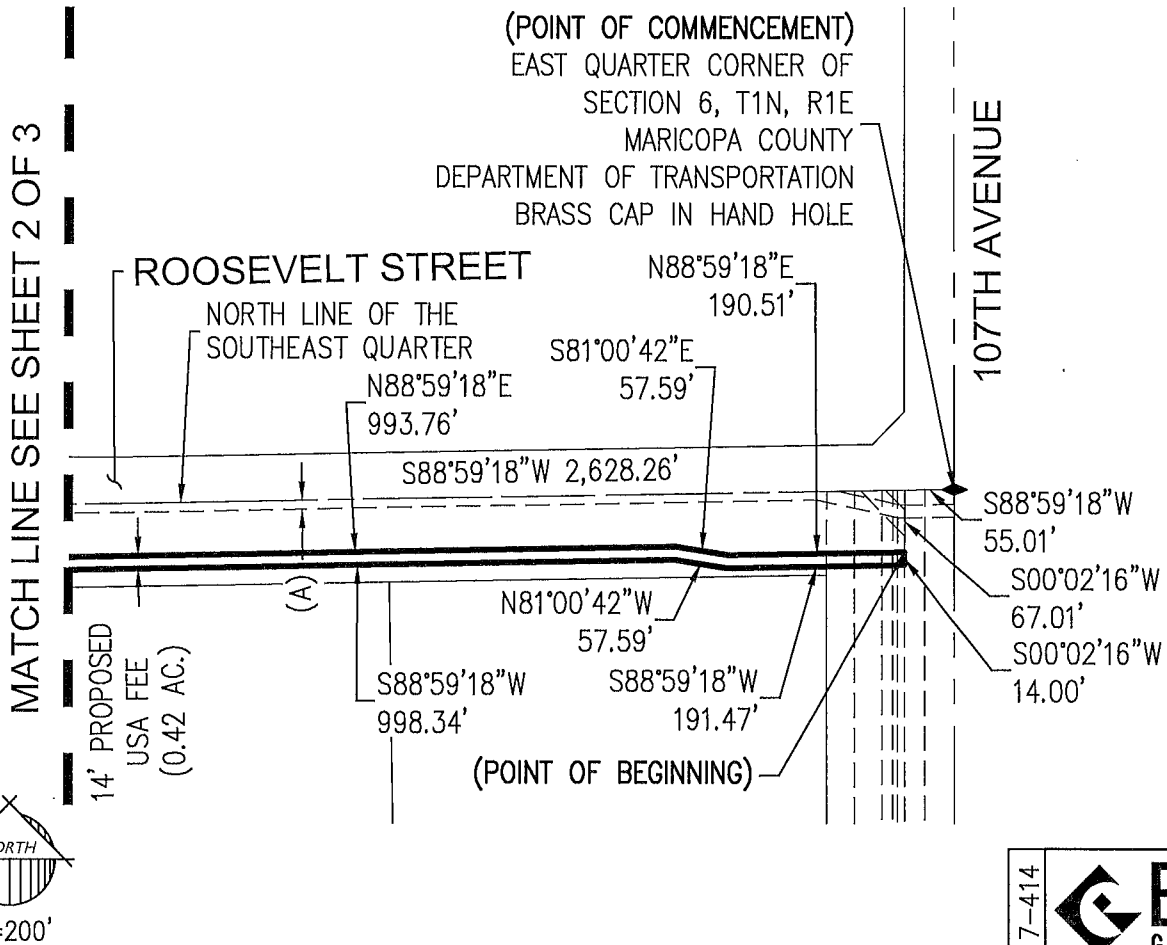


EXHIBIT



SECTION 6 T1N, R1E, G&SRM SCALE: 2"=1 MILE

(A) 14' U.S.A. RIGHT OF WAY,
BOOK 132, PAGE 392, M.C.R.



SALT RIVER PROJECT AGRICULTURE IMPROVEMENT & POWER DISTRICT

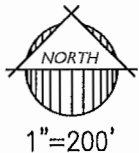
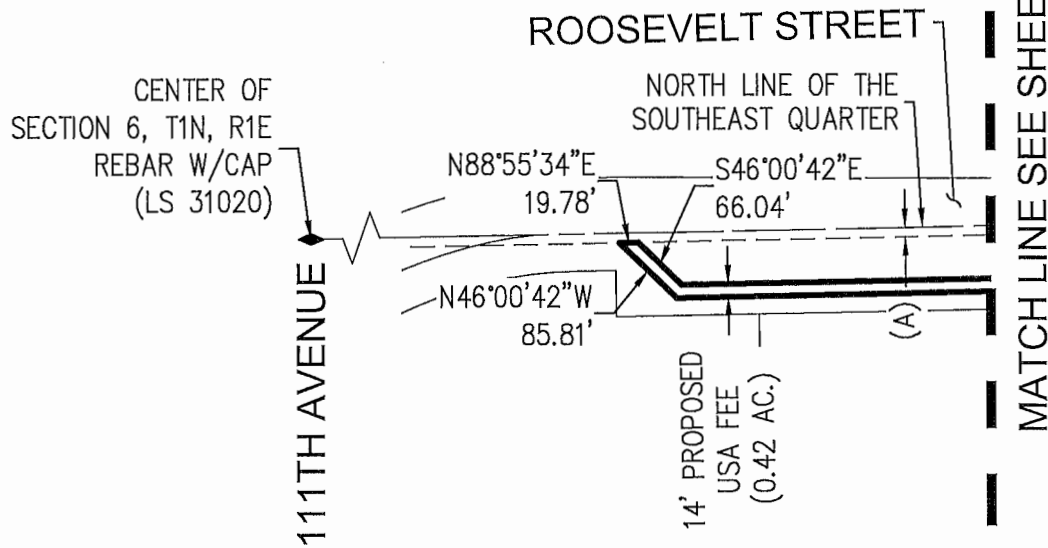
SRP JOB NUMBER:	SCALE: 1"=200'
AMP W/O NUMBER:	SHEET: 1 OF 3
AGENT:	SHEET SIZE: 8.5" X 11'
DRAWN:	REVISION: 0
CHECKED BY: RM	CREW CHIEF:
DATE: 06/18/21	FIELD DATE:

CITY OF AVONDALE
PROPOSED USA FEE
SECTION 6 T1N, R1E

EXHIBIT



(A) 14' U.S.A. RIGHT OF WAY,
BOOK 132, PAGE 392, M.C.R.



17-414

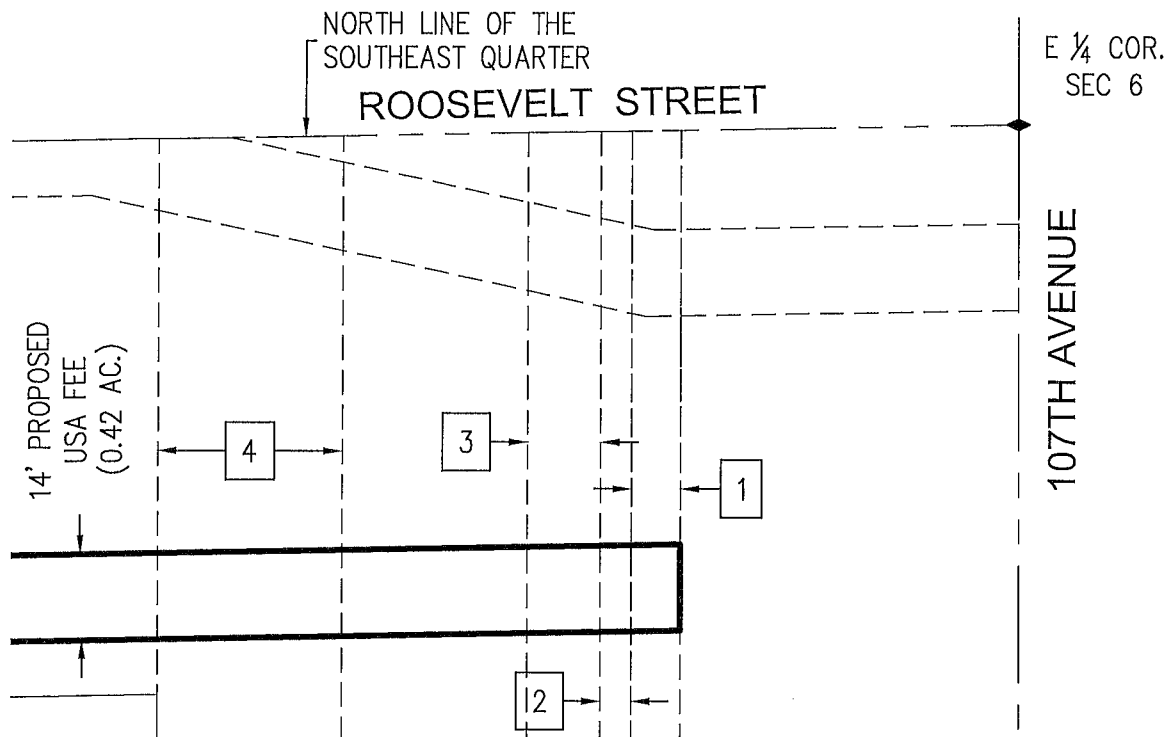


SALT RIVER PROJECT AGRICULTURE IMPROVEMENT & POWER DISTRICT	
SRP JOB NUMBER:	SCALE: 1"=200'
AMP W/O NUMBER:	SHEET: 2 OF 3
AGENT:	SHEET SIZE: 8.5" X 11"
DRAWN:	REVISION: 0
CHECKED BY: RM	CREW CHIEF:
DATE: 06/18/21	FIELD DATE:

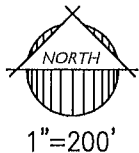
CITY OF AVONDALE
PROPOSED USA FEE
SECTION 6 T1N, R1E

MATCH LINE SEE SHEET 1 OF 3

EXHIBIT



- 1 8.0' PUBLIC UTILITY EASEMENT, 2004-1017222, M.C.R.
- 2 5.0' ELECTRIC AND TELECOMMUNICATION EASEMENT, 2004-1274552, M.C.R.
- 3 12.0' AERIAL EASEMENT, 2004-1274553, M.C.R.
- 4 30.0' SRP POWER TRANSMISSION EASEMENT, 2016-0207564 & 2016-0274048, M.C.R.



17-414



SALT RIVER PROJECT AGRICULTURE IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER:	SCALE: 1"=200'
AMP W/O NUMBER:	SHEET: 3 OF 3
AGENT:	SHEET SIZE: 8.5" X 11"
DRAWN:	REVISION: 0
CHECKED BY: RM	CREW CHIEF:
DATE: 06/18/21	FIELD DATE:

CITY OF AVONDALE
PROPOSED USA FEE
SECTION 6 T1N, R1E

EXHIBIT 2
TO
ORDINANCE NO. 2019-0322

[Legal Description and Maps of U.S.A. Property]

See following pages.



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

A parcel of land in the Southeast Quarter (SE1/4) of Section Six (6), Township One (1) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

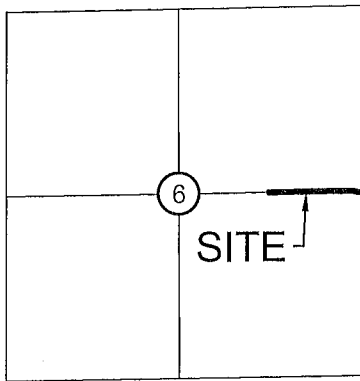
That portion of a 14 feet right of way described in that certain Quit-Claim Deed from Belle Plumridge, a spinster, E. W. McCulloch and June McCulloch, his wife, Louie Gage Dennett and John Dennett Jr. her husband, owners of said lateral, and E. T. Hazelett and Willie Martin Hazelett his wife owners of an easement right in said lateral, to the United States of America, dated December 28, 1918, recorded September 11, 1919, in Book 132 of Deeds, Page 392, records of Maricopa County, Arizona, lying within the East 1,334 feet of the Southeast Quarter (SE1/4).

Except any portion lying within the Northeast Quarter and Except any portion lying within the West 25 feet of East 55 feet.

Containing 0.33 acre(s), more or less, after said exceptions have been made.

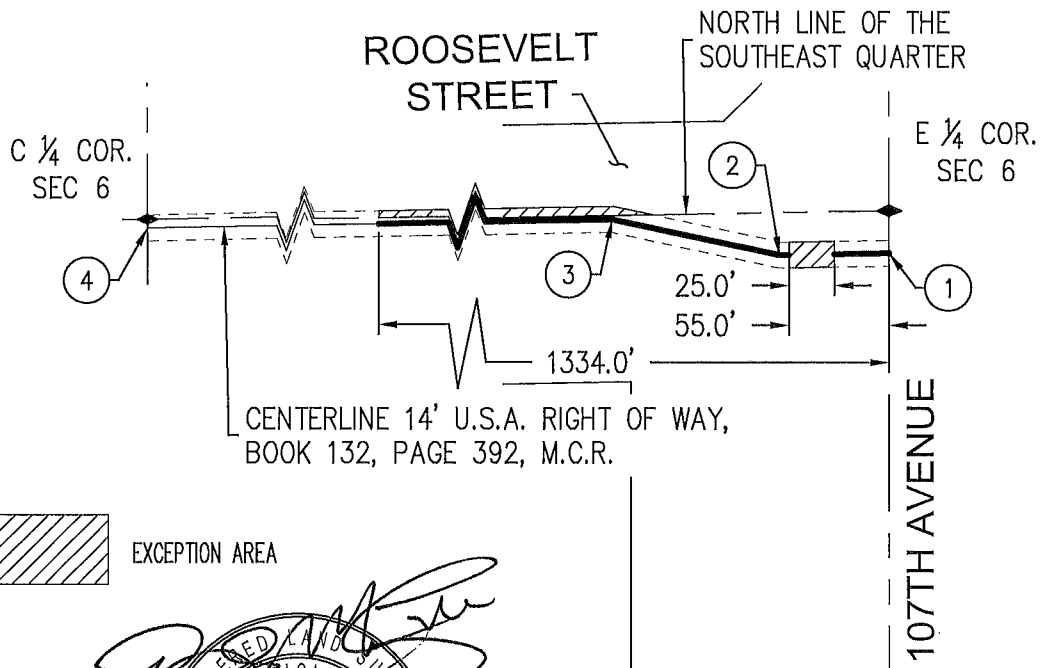


EXHIBIT

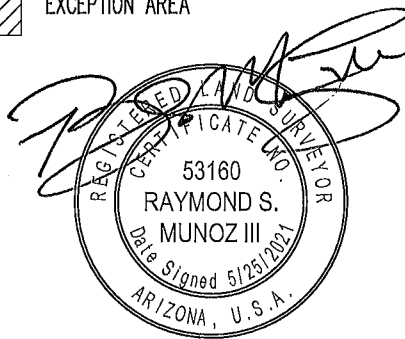


SECTION 6
T1N, R1E, G&SRM
SCALE: 2"=1 MILE

- ① 23 FEET SOUTH OF THE EAST QUARTER CORNER (E 1/4)
- ② WEST 60 FEET AND 23 FEET SOUTH OF MID-SECTION LINE
- ③ NORTH 77° WEST 92.4 FEET AND 2 FEET SOUTH OF MID-SECTION LINE
- ④ SOUTH 89° 56' WEST 2490 FEET AND 4.7 FEET SOUTH OF MID-SECTION LINE



EXCEPTION AREA



1"=200'

17-414



SALT RIVER PROJECT
AGRICULTURE IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER:	SCALE: 1"=200'
AMP W/O NUMBER:	SHEET: 1 OF 1
AGENT:	SHEET SIZE: 8.5" X 11'
DRAWN:	REVISION: 0
CHECKED BY: RM	CREW CHIEF:
DATE: 05/25/21	FIELD DATE:

CITY OF AVONDALE
EXISTING USA RIGHT OF WAY
SECTION 6 T1N, R1E

CITY COUNCIL REPORT

SUBJECT: Alta Avondale - Final Plat - Application PL-21-0354

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

STRATEGIC OUTCOME: Creative and Sustainable Development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to City amenities

PURPOSE:

City Council will consider a request by Mr. Brian Greathouse, Burch & Cracchiolo, P.A., on behalf of the City of Avondale, for approval of a Final Plat – Alta Avondale Re-Plat to dedicate thirty-three feet (33') of Right-of-Way along Fillmore Street and a thirty foot (30') Multi-Use Trail Easement (MUTE) on 12.8 acres located east of the northeast corner Van Buren Street and Avondale Boulevard. The Council will take appropriate action.

BACKGROUND:

The 12.8 acre vacant parcel is zoned The BLVD (BLVDD) Park Avenue District.

The existing uses and zoning of the surrounding properties are as follows:

NORTH: General Plan Designation - The BLVD Park Avenue; Zoning - The BLVDD Park Avenue District; proposed Encore Avondale multi-family

EAST: General Plan Designation - Medium High Density Residential; Zoning - Waterford Square Planned Area Development; Single Family residential and multi-family

SOUTH: General Plan Designation - The BLVD Residential; Zoning - Maricopa County RU-43; vacant in agricultural production

WEST: General Plan Designation - The BLVD Park Avenue; Zoning - The BLVDD Park Avenue District, the American Sports Center, and Vacant

SUMMARY OF REQUEST

The applicant is requesting approval of a Final Plat. The proposed Final Plat dedicates public right-of-way (ROW) and an easement as follows:

- Fillmore Street - 33' of along the property frontage.
- Multi-Use Trail Easement - 30' easement along the northern property boundary.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing

the subdivision of real property.

- The proposed Final Plat complies with all applicable City documents, including but not limited to, the Avondale Subdivision Regulations, Zoning Ordinance, General Plan 2030, and the General Engineering Requirements Manual.
- Approval of the proposed Final Plat will dedicate right-of-way and easements necessary to serve the future development of the property.
- Approval of the Final Plat conforms to the boundaries of the Final Plat Map dated December 17, 2021.

DISCUSSION:

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

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:

No budget impacts at this time.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-21-0354 Alta Avondale Final Plat, subject to the following condition of approval:

1. The recorded Final Plat shall be in conformance with the Final Plat of Alta Avondale dated December 17, 2021.

PROPOSED MOTION

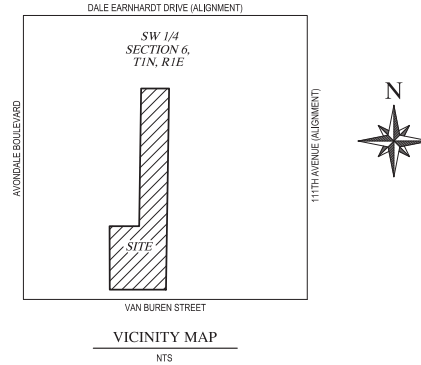
I move that City Council **APPROVE** application PL-21-00354, subject to one (1) condition of approval as listed in the staff report.

Contact person for document distribution:

FINAL PLAT

ALTA AVONDALE

A REPLAT OF LOT 1, PARK AVENUE EAST AT THE BOULEVARD, RECORDED IN BOOK 1563, PAGE 42, MARICOPA COUNTY RECORDS (MCR), BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

KNOW ALL MEN BY THESE PRESENTS:

THAT WP WEST ACQUISITIONS, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, AS OWNER, AS TO ITS LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HAS SUBDIVIDED UNDER THE NAME OF "ALTA AVONDALE", A REPLAT OF LOT 1, PARK AVENUE EAST AT THE BOULEVARD, RECORDED IN BOOK 1563, PAGE 42, MARICOPA COUNTY RECORDS (MCR), BEING A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ALTA AVONDALE" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, EASEMENTS AND STREET CONSTITUTING THE SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER AND NAME GIVEN EACH RESPECTIVELY, AND THAT WP WEST ACQUISITIONS, AS OWNER, HEREBY DEDICATES IN FEE, ALL RIGHTS TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE MULTI USE TRAIL EASEMENT (MUTE) IS PERPETUAL AND NON-EXCLUSIVE AND IS DEDICATED TO THE CITY OF AVONDALE FOR USE AS SUCH.

IN WITNESS WHEREOF:

WP WEST ACQUISITIONS, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, AS OWNER OF THE LAND DESCRIBED HEREIN, HAVE CAUSED THEIR NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

BY: WP WEST ACQUISITIONS, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

ON _____, 2022, BEFORE ME PERSONALLY APPEARED _____

THE _____ OF WP WEST ACQUISITIONS, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, ON

BEHALF OF THE _____ 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 _____

(AFFIX NOTARY SEAL HERE)

NOTARY PUBLIC

AREA TABLE

	AREA SQUARE FEET	AREA ACRES
BOUNDARY	565,821	12.9895
LOT 1	557,289	12.7936
RIGHT-OF-WAY	8,531	0.1959

PARENT DESCRIPTION

LOT 1, FINAL PLAT FOR PARK AVENUE EAST AT THE BLVD, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY ARIZONA RECORDED IN BOOK 1563 OF MAPS, PAGE 42.

REFERENCE DOCUMENTS

PARK AVENUE EAST AT THE BOULEVARD, BOOK 1563, PAGE 42, MCR
AVONDALE CITY CENTER PHASE 1 BOOK 1027, PAGE 31, MCR
AVONDALE CITY CENTER PHASE 2 BOOK 1095, PAGE 5, MCR
AVONDALE CITY CENTER PHASE 3 BOOK 1163, PAGE 43, MCR
WATERFORD SQUARE BOOK 683, PAGE 27, MCR

BASIS OF BEARING

BASIS OF BEARING IS N89°07'08"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, T1N, R1E, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

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.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS _____, DAY OF _____, 2022.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

OWNER/DEVELOPER

WP WEST ACQUISITIONS, L.L.C.
8777 EAST VIA DE VENTURA, SUITE 201
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 567-0520
CONTACT:

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: MR. DEREK NICHOLS, P.E.

NOTES

- ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY OWNER EXCLUDING MEDIANS ON ARTERIAL STREETS.
- 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 EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS 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.
- NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
- OUTLET PIPES FROM THE CATCH BASINS TO THE RETENTION BASINS WILL BE MAINTAINED BY THE PROPERTY OWNER.

CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP OR PLAT CONSISTING OF THREE (3) SHEETS REPRESENTS A SURVEY PERFORMED DURING THE MONTH OF SEPTEMBER, 2021; THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE "MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS", AND IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR NUMBER 48932
WOOD, PATEL & ASSOCIATES, INC.
1630 SOUTH STAPLEY DRIVE - SUITE 219
MESA, ARIZONA 85204
(480) 834-3300
SURVEYOR@WOODPATEL.COM

WOOD
PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
902.335.8500
www.woodpatel.com

FINAL PLAT
ALTA AVONDALE
AVONDALE, ARIZONA



CHECKED BY: GSR
CAD TECHNICIAN: JKP

SCALE: NTS
DATE: 12/17/2021

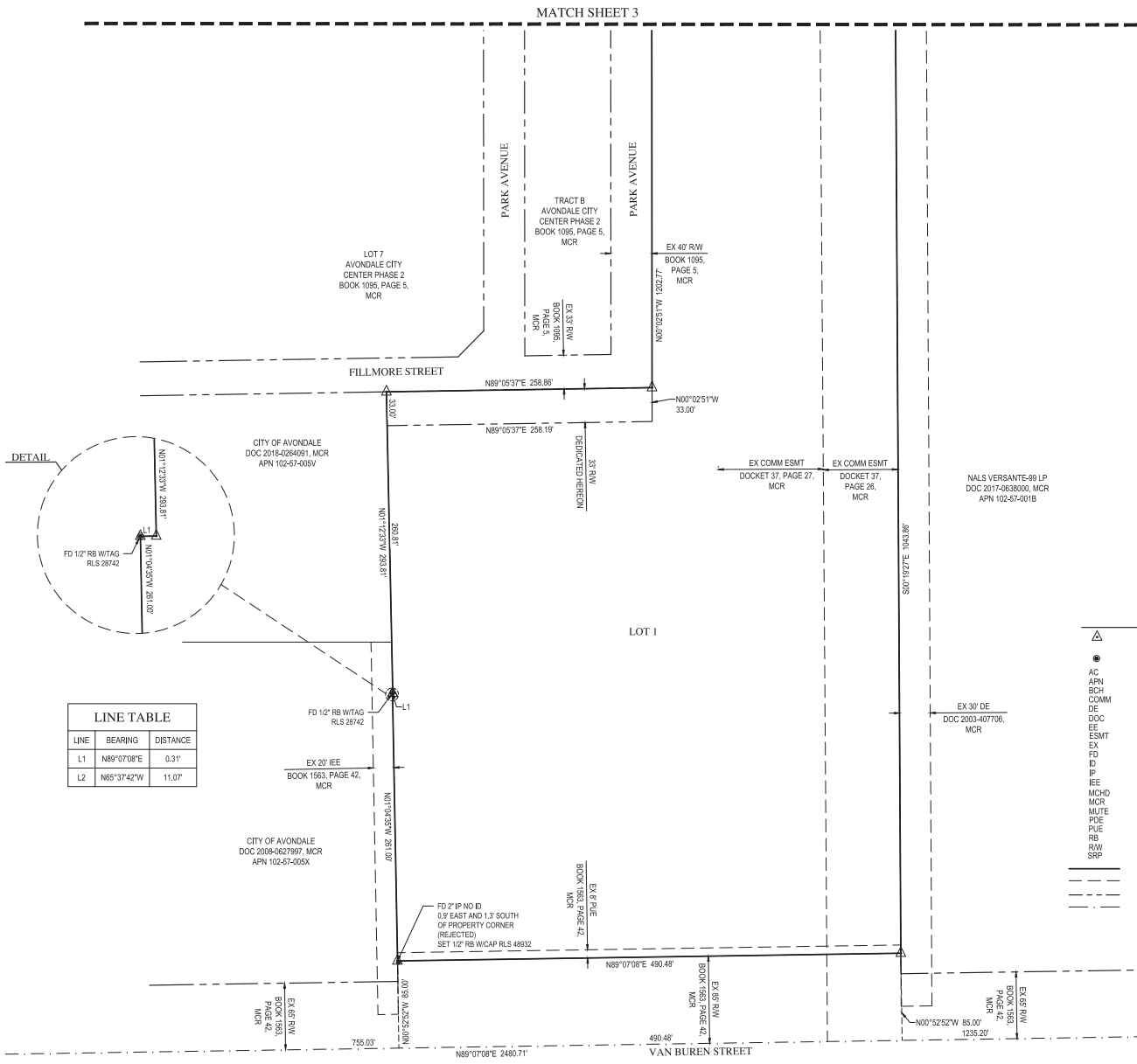
JOB NUMBER: WP# 215259
SHEET: 1 OF 3

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WEST 1/4 CORNER
SECTION 6, T1N, R1E
FD 3' BCH

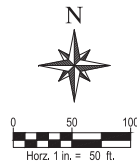
AVONDALE BOULEVARD
S00°02'20"E 268.86'

SOUTHWEST CORNER
SECTION 6, T1N, R1E
FD 3' BCH



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°07'08"E	0.31'
L2	N85°37'42"W	11.07'

- LEGEND**
- △ SUBDIVISION CORNER - SET 1/2" RB W/CAP
RLS 48932 UNLESS OTHERWISE NOTED
 - SURVEY MONUMENT FOUND AS NOTED
 - AC ALUMINUM CAP
 - APH ASSESSOR PARCEL NUMBER
 - BCH BRASS CAP IN HANDHOLE
 - COMM COMMUNICATIONS
 - DE DRAINAGE EASEMENT
 - DOC DOCUMENT
 - EEF ELECTRIC EASEMENT
 - ESMT EASEMENT
 - EX EXISTING
 - FD FOUND
 - ID IDENTIFICATION
 - IP IRON PIPE
 - IEE INGRESS EGRESS EASEMENT
 - MCHD MARICOPA COUNTY HIGHWAY DEPARTMENT
 - MCR MARICOPA COUNTY RECORDS
 - MUTE MULTI-USE TRAIL EASEMENT
 - PDE POWER DISTRIBUTION EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - REAR REAR
 - RB RIGHT-OF-WAY
 - SRP SALT RIVER PROJECT
 - BOUNDARY LINE
 - - - EASEMENT LINE
 - . - RIGHT-OF-WAY LINE
 - - - SECTION LINE



WOOD PATRIL

Wood, Patril & Associates, Inc.
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www.woodpatril.com

FINAL PLAT
ALTA AVONDALE
AVONDALE, ARIZONA

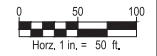


CHECKED BY	GSR
CAD TECHNICIAN	JKP
SCALE	1" = 50'
DATE	12/17/2021
JOB NUMBER	WP# 215259
SHEET	2 OF 3

12/2021 12:59:55 AM WP# 215259.dwg

SEE SHEET 2

SEE SHEET 2



FINAL PLAT
ALTA AVONDALE
AVONDALE, ARIZONA



CHECKED BY	GSR
CAD TECHNICIAN	JKP
SCALE	1" = 50'
DATE	12/17/2021
JOB NUMBER	WP# 215259
SHEET	3 OF 3

SCALE $1" = 50'$

DATE _____

12/17/2021
JOB NUMBER

WP# 215259

SHEET
3 OF 3

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J
S
=

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1020-0322- Avondale Villages - Minor General Plan Amendment - Application PL-21-0248

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Encourage build-out in residential housing opportunities that support diverse housing options

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1020-0322, approving a request by Mr. Adam Baugh, Withey Morris PLC., on behalf of Hamid Ertefai, for a Minor General Plan Amendment to the Avondale General Plan 2030 Land Use Map for Avondale Villages; a proposed 5.8 acre site located south of the southeast corner of Thomas and Dysart roads. The proposed will amend the General Plan 2030 Land Use Map designation from Local Commercial to High Density Residential. The Council will take appropriate action.

BACKGROUND:

The approximately 5.8-acre subject property is located south of the southeast corner of Thomas and Dysart roads, Maricopa County Assessor Parcel 501-75-987.

The site is designated by the General Plan 2030 Land Use Map as Local Commercial, which is a commercial designation that is designated to provide for the daily needs of goods and services to residents residing in the surrounding area.

The existing uses and zoning of surrounding properties include:

NORTH: Zoned Palm Valley PAD Commercial; Commercial Uses

EAST: Rancho Santa Fe PAD Residential; Medium Density Residential Uses

SOUTH: Rancho Santa Fe PAD Residential; Medium Density Residential Uses

WEST: Commercial Uses within the City of Goodyear

SUMMARY OF REQUEST

The applicant is requesting approval of a Minor General Plan Amendment (GPA) to the General Plan 2030 Land Use Map to facilitate development of Avondale Villages (rezoning application PL-21-0247), a planned seventy (70) unit single-family townhome project.

The requested Minor GPA will change the designation of the subject property to High Density Residential from Local Commercial. The High Density Residential designation allows for residential land that will contain

densities up to 30 dwelling units per acre. These residences have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums or townhomes are suitable for this land use. These residences may be part of a mixed-use development, master-planned community, and have direct access to open space, transit or other multi-modal amenities.

There is a separate request to rezone the subject property to Avondale Villages Planned Area Development (PAD). Approval of this GPA request is required for the rezoning to be approved, which is scheduled for the same Planning Commission and City Council meetings. The proposed Avondale Villages Development Plan also incorporates the design measures listed in the multi-family category definition, will provide for efficient on-site and off-site circulation, attractive and spacious landscaped setbacks, pedestrian connections, and usable open space areas both for the individual lots and the overall development.

PUBLIC PARTICIPATION

A neighborhood meeting was held on January 5, 2022. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All required notices of the meeting were completed at least fifteen days prior to the meeting. All required notifications for the Planning Commission and City Council public hearings were completed. No formal comments have been received to date.

PLANNING COMMISSION ACTION

The Planning Commission conducted a public hearing on the request on February 16, 2022 and voted 4-1 to recommend approval of the proposed Avondale Villages Minor General Plan Amendment.

ANALYSIS

The City Council must determine that the proposed amendment meets four findings prior to recommending approval. 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 or change proposed in the amendment.

Currently, there is a minor percentage of land uses in Avondale which are available for high density residential. Almost all of these high-density residential areas are south of McDowell Road and are not located in the North Avondale area. This property provides an infill opportunity which will provide a unique housing development that would otherwise not generally be available in North Avondale.

2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.

There are limited townhome housing communities within Avondale. This property provides the opportunity for a unique infill development which will support employment, educational, and commercial uses in the area. The Avondale Villages Townhomes development will provide a variety of housing that attracts new residents including young professionals, millennials, and empty nesters who are looking for a "lock and leave" lifestyle.

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.

The amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. Being that the property is only 5.832 acres, the property accommodates moderate housing density which will not be overbearing for the surrounding single-family homes that already exist in the area. Public infrastructure exists for this development and it will not be a significant burden on the existing systems that are in place. The development is designed with landscaped buffering around the perimeter to provide a more appropriate pedestrian environment.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

General Plan

Land Use Goal #3, Policy D "Ensure adequate transitions and/or buffers are provided when adjacent land

uses vary in character and intensity”.

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

North Avondale Specific Plan

Land Use Element Goal #1, Policy D: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale.

Urban Design Element Goal #2, Policy A: Create visual “gateways” at principal entry points to Avondale, and develop a design “theme” that is used throughout the City to create a sense of unity and identity.

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

DISCUSSION:

The Planning Commission finds this request meets the four (4) required findings and recommends approval of the proposed Minor General Plan Amendment.

BUDGET IMPACT:

The Developer will contribute towards a future signal at Dysart Road. The signal will be included in future capital improvement plans.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** a Resolution, approving Application PL-21-0248 Avondale Villages, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the land use designation from Local Commercial to High Density Residential.

PROPOSED MOTION:

I move that City Council **ADOPT** a Resolution approving application PL-21-0248 Avondale Villages, a request for a Minor Amendment to the General Plan 2030 Land Use Map, changing the land use designation from Local Commercial to High Density Residential.

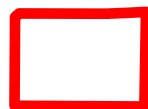
Contact person for document distribution: Eric Fitzer



Thomas Road

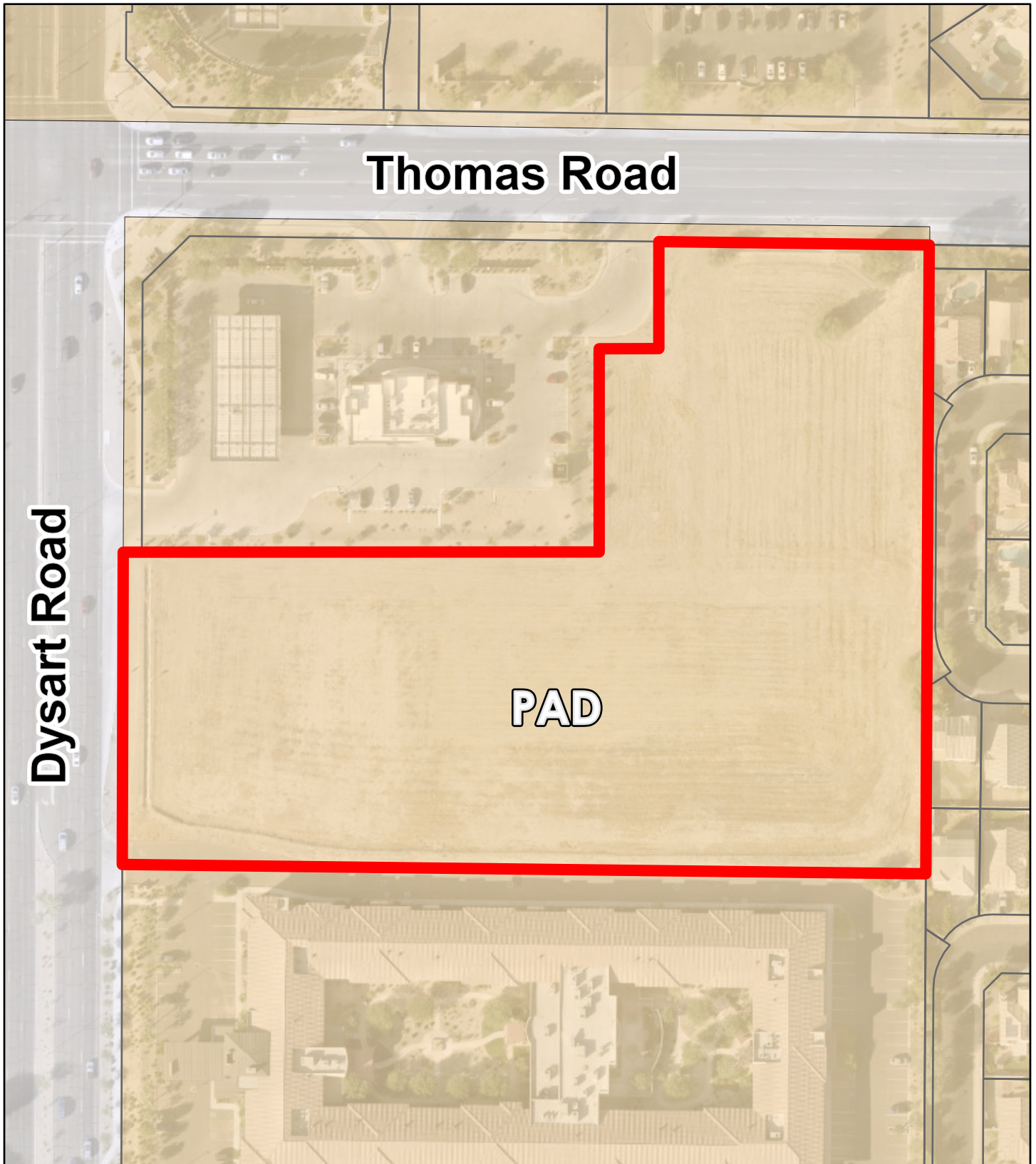
Dysart Road

Aerial Photograph

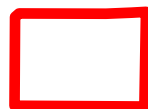


Subject Property



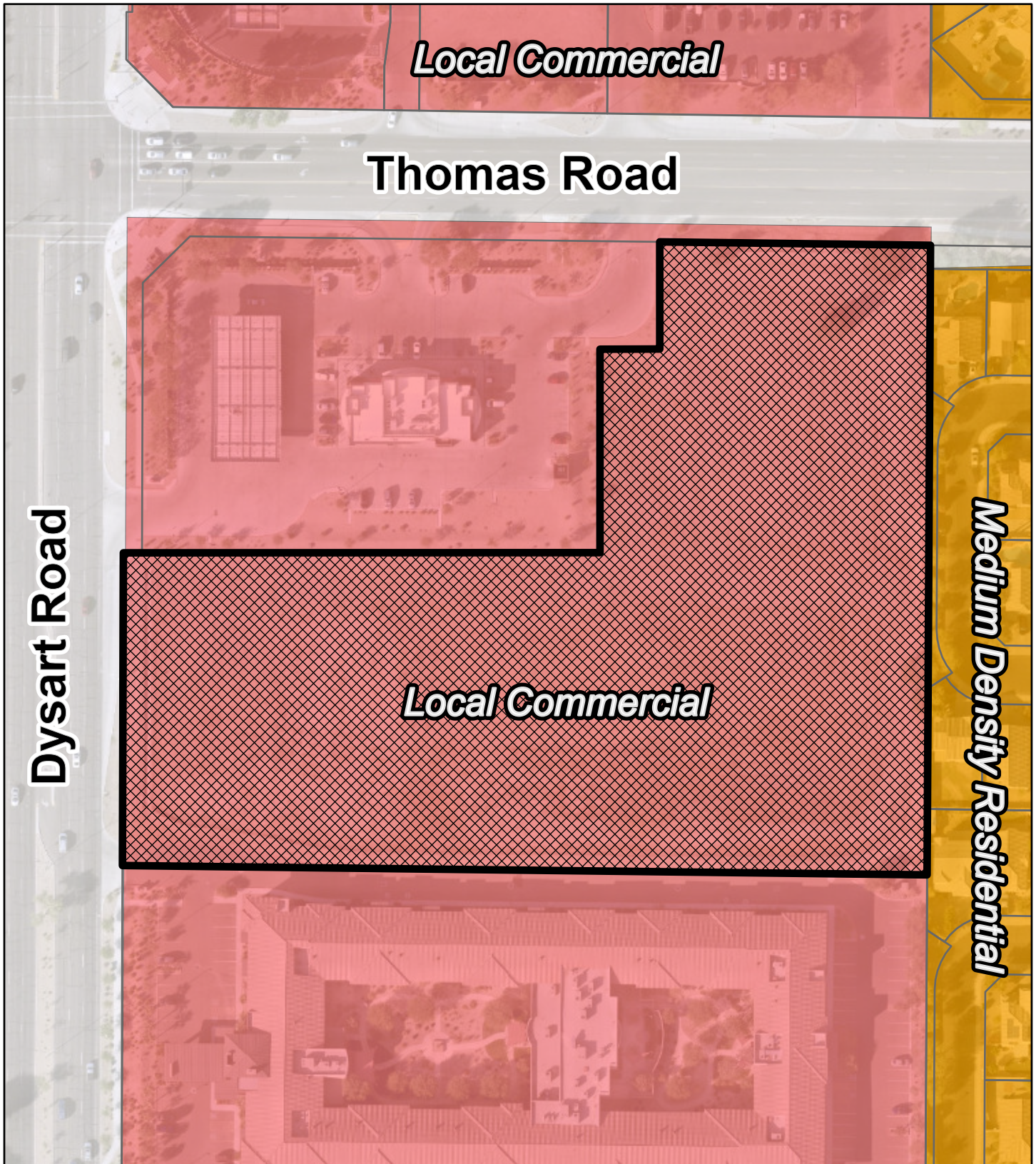


Zoning Vicinity

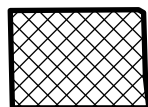


Subject Property





General Plan Land Use



Subject Property



AVONDALE VILLAGES

Minor General Plan Amendment Narrative

Case No. PL-21-0248

2nd Submittal: November 2021

Initial Submittal: August 2021



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AVONDALE VILLAGES

Minor General Plan Amendment Narrative

A. Request and Property Description

This is a proposal to amend the Avondale General Plan 2030 Land Use Map for approximately 5.832 net acre property generally located at the southeast corner of Dysart Road and Thomas Road (the “Property”) (See *Exhibit A, Aerial Map*) from Local Commercial to High Density Residential (12 to 30 dwelling units per acre, target density = 12). See *Exhibit B, Existing General Plan Land Use Map* and *Exhibit C, Proposed General Plan Land Use Map*. The proposed density for the Property is approximately 12.01 dwelling units per acre and is on the very low end of the “High Density Residential” category. The Property is currently vacant and has frontage on both Thomas Road and Dysart Road and it wraps an existing QT Gas station located at the hard corner of Thomas Road and Dysart Road. The surrounding land uses consist of a single-family residential subdivision to the east; a shopping center to the north, beyond Thomas Road; a CVS Pharmacy and a preparatory academy to the west, beyond Dysart Road; and, and assisted living facility to the south. The property is also uniquely situated across the street from Estrella Mountain Community College.

A companion Planned Area Development (“PAD”) rezoning request has been filed with the City of Avondale under separate cover (Case No. PL-21-0247) to establish site-specific permitted uses, as well as development standards and design criteria for a gated 70-unit townhome community, which will be highly stylized, urban-designed, and pedestrian-friendly (the “Project”). The proposed community will provide new and diverse housing opportunities and will accommodate a variety of lifestyles and transitions.

Amendment of the General Plan Land Use Map will facilitate a quality development and it will not adversely impact the community by significantly altering the acceptable land use pattern or impact existing uses in the area. The justifications for this request are provided herein.

B. Minor General Plan Amendment Review and Analysis

1. *Availability of Current and Future Water Supplies*

The Project is proposed to tie into existing City of Avondale water system. There is an existing 16” D.I.P. water main in Thomas, north of the Property. The Avondale Villages Townhome PAD and supplemental water study provides water supply information that demonstrates that the surrounding water infrastructure is able to support the Project in average day, max day, peak day, and max day plus fire flow demand scenarios.

The Project is proposed to tie into an existing private 8” sewer main and ultimately to the City of Avondale sewer system. There is an existing 8” sewer main in Roanoke Avenue, southeast of the Property. There is also an existing private 8” sewer main at the southeast corner of the Property which ties into the main in Roanoke. Additionally, each unit will be serviced by a new 4” private sewer service that connects to an 8”

private sewer main throughout the Property that is proposed to connect into the existing 8" private sewer main at the southeast corner of the Property. A new manhole will be constructed in the existing private sewer main at the connection point.

It is the Applicant's understanding that the Project will not create any issues for current or future water supplies. The companion PAD case includes further information related to water infrastructure and supports that the existing or planned water infrastructure will be adequate for the Project.

2. Impact on and potential support of the City's transportation system

A Traffic Impact Analysis has been provided to the City under separate cover with the PAD application. Ultimately, access to the Project will be from Dysart Road and Thomas Road. It is not anticipated that the change of land use will be any more intense than a commercial use; rather, the contrary should be true.

The applicant will comply with the City's current engineering policies and standards and work to provide solutions that will enhance the City's transportation networks as applicable for the development.

3. Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways

The Project will not significantly impact the surrounding natural environment, and it is not located within any hillside, riparian or floodway areas. The Project will provide significant improvements to the Property with quality and aesthetically pleasing features, including a meaningful amount of private open space, furthering several goals of the General Plan.

4. Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio; and (iii) multi-family housing ratio identified within the GP2030

The proposed General Plan Amendment will not have an overall negative impact on the total City's current job-to-population ratio as the Property's attributes preclude meaningful activation of the Property with commercial uses. Additionally, it is anticipated that, with the addition of new residents, support for existing and future employment and commercial uses will occur. The re-designation of the Property to a residential designation will be in accordance with the City's goals and policies and will be aimed at furthering additional diverse residential housing opportunities in Avondale, which are currently limited.

5. Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater

The proposed General Plan Amendment will not have a negative impact on the City's services. There are adequate facilities and/or connections to serve the Project, which will be improved by the developer, as required. Exact infrastructure improvements for the Property will be determined during the platting and/or site plan and design review application phase.

6. Extent to which the goals of the GP2030 are accomplished

The proposed development furthers several goals and policies of the General Plan 2030, as further detailed below.

Housing Element

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

The Avondale Villages Townhome PAD provides a housing type that is prominent within the Valley but still relatively new to the City of Avondale. The proposed townhome product provides homes with private backyards and lots, allowing for a “lock and leave” lifestyle which requires less maintenance and promotes the use of the neighborhood common and amenity areas. This increases a sense of place within the neighborhood and ultimately encourages more community interaction. This product type also creates optimal density to support surrounding employment, educational and commercial uses. The proposed community, being within close proximity to the Estrella Mountain Community College, will also provide a meaningful balance of new housing options to students, faculty and employees of the community college.

GOAL 4: Require excellence and innovation in residential design and construction.

Policies:

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

C. Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.

E. Endorse the use of Crime Prevention through Environmental design (CPTED) principles when designing residential communities.

The Avondale Villages Townhomes PAD incorporates a number of the City's Design Manuals policies to create a layout with ample open space and recreation areas that contain amenities throughout the project. It also ensures quality architecture and will endorse CPTED design.

Open Space Element

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.

The PAD provides 34.77 percent of total landscaped area with common areas that incorporate natural vegetation consistent with surrounding developments. This includes common open space areas inclusive of which are linked with pedestrian connections to support a healthy lifestyle.

Recreational Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Policies:

A. Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.

The Avondale Villages Townhome PAD proposes 20.35 percent of common area and private backyard open space with a centrally located private park that includes a swimming pool which will be under the management of an Association and will provide amenities and recreation activities to the residents, furthering the goal of City's recreational goals.

C. North Avondale Specific Plan Review and Analysis

The Property is subject to the North Avondale Specific Plan ("NASP"), which covers the majority of land within the Avondale City Limits north of McDowell Road. The majority of the North Avondale Specific Plan is designated for Medium Density Residential, which this proposal is consistent with at just over 12 dwelling units per acre (12.01).

Objective #1: Facilitate the full buildout of North Avondale.

Land Use Element Goal #1, Policy D: Enhance the attractiveness of infill parcels as option for new development throughout Avondale.

The Property is an infill site surrounded by medium density residential neighborhoods. The development of the Property will provide a significant improvement from its current vacant condition, and it will be incorporated into the current infrastructure system of the surrounding area. The development will also improve existing infrastructure.

Objective #5: Attract residential products and subdivision designs that are unique from what North Avondale currently offers.

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

Most of North Avondale consists of traditional single-family residential housing with garage-dominated houses and very little open spaces. The surrounding developments around the Property consist of density ranges of 3.5 to 5.0 du/Ac.

The Avondale Villages Townhome PAD provides a unique housing product that provides single-family elements to blend in with what currently exists in the area. However, the emphasis on the aesthetics and open spaces is a unique element that is not generally found in North Avondale. With an emphasis on community open space and enriched amenities, Avondale Villages Townhomes will be a unique subdivision development that will attract a variety of new residents to Avondale, thereby encouraging a variety of different socio-economic levels to this part of the City, including students, employees and faculty of the Estrella Mountain Community College.

Objective #7: Develop a "Sense of Place" in North Avondale.

Urban Design Element Goal #2, Policy A: *Create visual “gateways” at principal entry points to Avondale, and develop a design “theme” that is used throughout the City to create a sense of unity and identity.*

The Property is currently vacant. With the enhanced open space, amenities, and unique housing product and architecture, the Villages Avondale Townhome PAD will provide an area that will add to the “sense of place” in this area of Avondale. The unique layout and housing product will provide a distinctive aesthetic focal point for those driving in this area, creating a great sense of unity and identity.

D. Avondale Strategic Five-Year Plan

The Avondale Strategic Five-Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses and key personnel across the city's organization. The Plan represents a cohesive and intelligent approach to continuing on the path to Avondale's vision to create a community that is both family friendly and economically robust. A city that is Aspiring, Achieving and Accelerating.

The Avondale Villages Townhomes development is in a unique location which provides the opportunity to develop a site located along the Dysart Road corridor that is compatible with existing development, supports housing diversity opportunities for the area, and synergizes with the Thomas Road and Interstate 10 corridors with proximity to the City Center area. With the increase of employment, commercial and educational opportunities that are anticipated in the area in the near future, including within the City Center area, this site will provide a prime location for new residences which will support other land uses. This will complement and support the economic vision of the Strategic Five-Year Plan.

Additionally, the following goals of the Strategic Five-Year Plan will be met with the Avondale Villages Townhomes

Initiative #1, Strategic Goal: *Encourage build-out in residential housing opportunities that support diverse housing options.*

With its modern design focused on an urban living experience and high-quality amenities, the Project will provide a unique and diverse housing opportunity which is otherwise underrepresented within the City of Avondale. The Project will appeal to millennials, professionals, empty nesters and those looking for a “lock and leave” lifestyle throughout the Valley. While adding to the existing housing in the area, the Project will provide a modern housing development that caters to those looking for something different than the typical traditional housing offered in Avondale. The Avondale Villages Townhome contributes to the diversity of housing that the Strategic Five-Year Plan envisions.

Initiative #2, Strategic Goal, Action Item: *Establish relationships with potential partners for the development of trail and river corridors.*

The Avondale Villages Townhome development provides for connectivity and pedestrian access to Thomas and Dysart Roads, which promotes pedestrian and bicycle connectivity of the residents to the adjacent employment, educational and other surrounding uses. The Developer will ensure access to the surrounding sidewalks and promote connectivity to the larger trails master plan for Avondale.

E. Minor General Plan Amendment Findings Analysis

This request for a Minor General Plan Amendment meets or exceeds the required findings established by the City of Avondale, as detailed 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.*

Currently, there is a minor percentage of land uses in Avondale that are available for high density residential. Almost all of these high density residential areas are south of McDowell Road and are not located in the North Avondale area. This Property provides the perfect infill opportunity which will provide a unique housing development that would otherwise not generally be available in North Avondale.

2. *The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners*

As noted herein, there are limited townhome housing communities within Avondale. This Property provides the opportunity for a unique infill development which will support employment, educational and commercial uses in the area. The Avondale Villages Townhomes development will provide a variety of housing that attracts new residents including young professionals, millennials, and empty nesters who are looking for a “lock and leave” lifestyle. The Applicant is excited to provide this townhome product which is underrepresented in the City of Avondale and this amendment will not be solely for the good or benefit of the owner.

3. *The amendment will not adversely impact the community as a whole and/or a portion of the community by:*
 - a. *Significantly altering the acceptable land use patterns;*
 - b. *Requiring larger 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*
 - c. *Adversely impacting the existing land uses.*

The amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. Being only 5.832 acres, the Property accommodates moderate housing density which will not be overbearing for the surrounding single family that already exists in the area. Public infrastructure exists for this development and it will not be a significant burden on the existing systems that are in place. The development is designed with landscaped buffering around the perimeter to provide a more appropriate pedestrian environment.

4. *That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, code and ordinances*

Overall, the amendment consists of an improvement to the General Plan with the overall enhancements as outlined below:

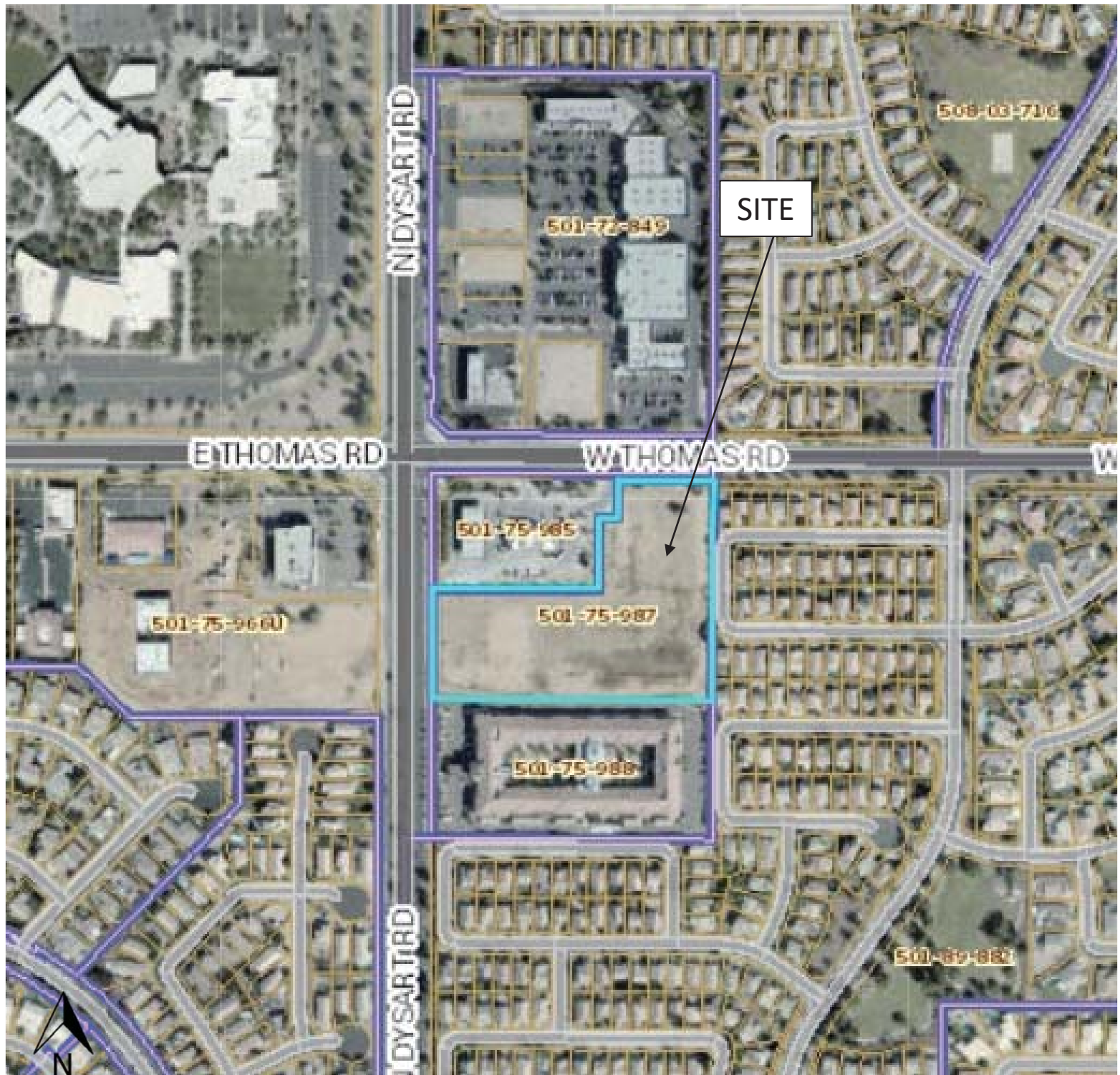
- The Project provides for open space above the required amount and it will be dispersed throughout the development, uniquely ensuring long-term quality for residents of the Project.
- The Project will provide enhanced and quality amenities, including a pool area and significant open space.
- The Project will focus housing product onto community open spaces.
- Enhanced vegetation will be provided at entryways.
- There will be strategically placed open space areas to provide a sense of arrival to the development.
- A unique housing product is proposed which provides a single-family vernacular with private yards.

F. Conclusion

The Property is a unique infill site which provides the perfect location for a quality residential townhome community option that is needed and is in high demand within the City. This Minor General Plan Amendment and the companion PAD are intended to provide a framework for development of a complementary land use in the area, while providing a new type of housing product within Avondale. Finally, the proposed amendment is consistent with the overall goals and objectives of the General Plan and North Avondale Specific Plan and it will be a positive addition to the area.

Tab 1

Exhibit A – Site Aerial



Tab 2

Exhibit B

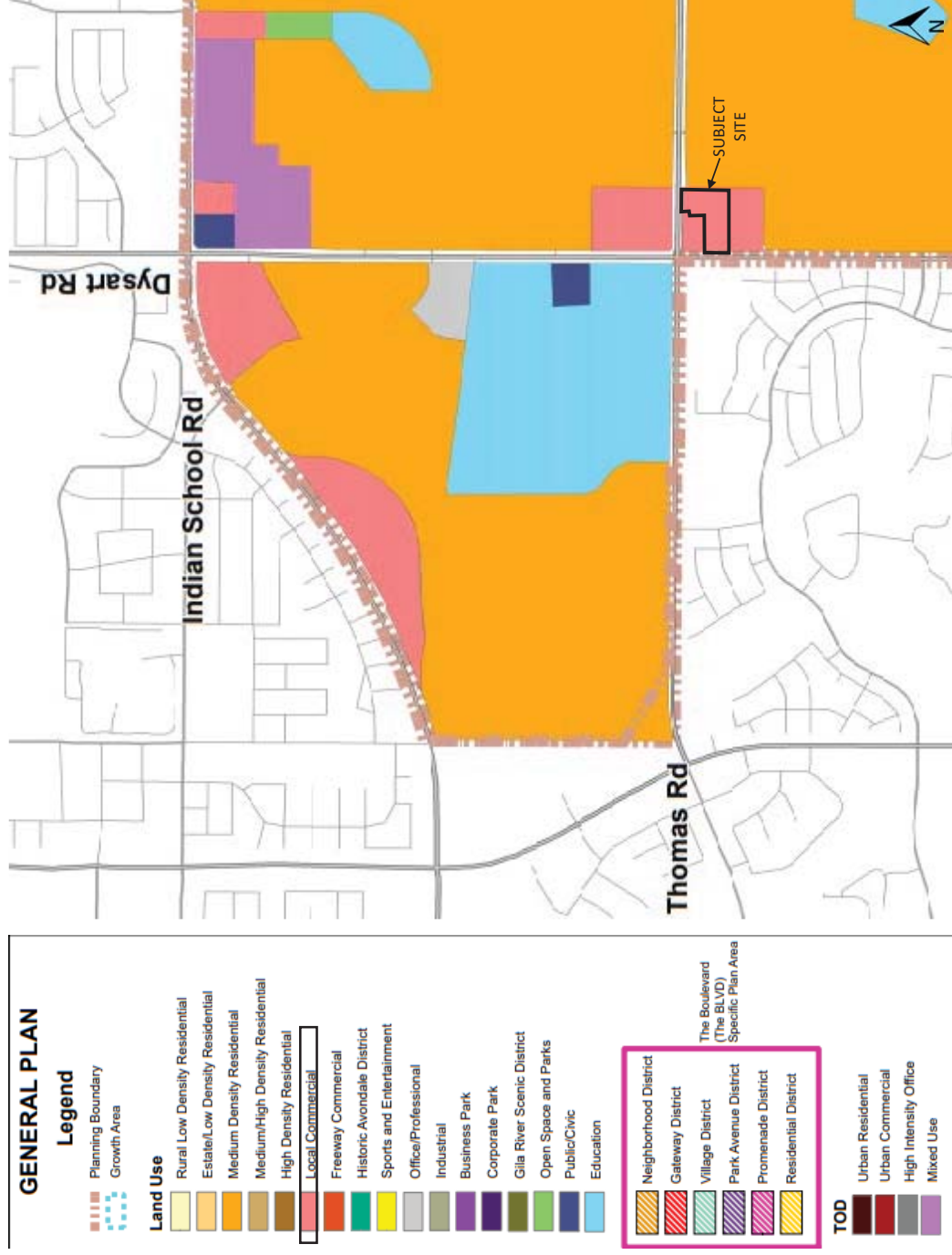
Existing

General

Plan Map:

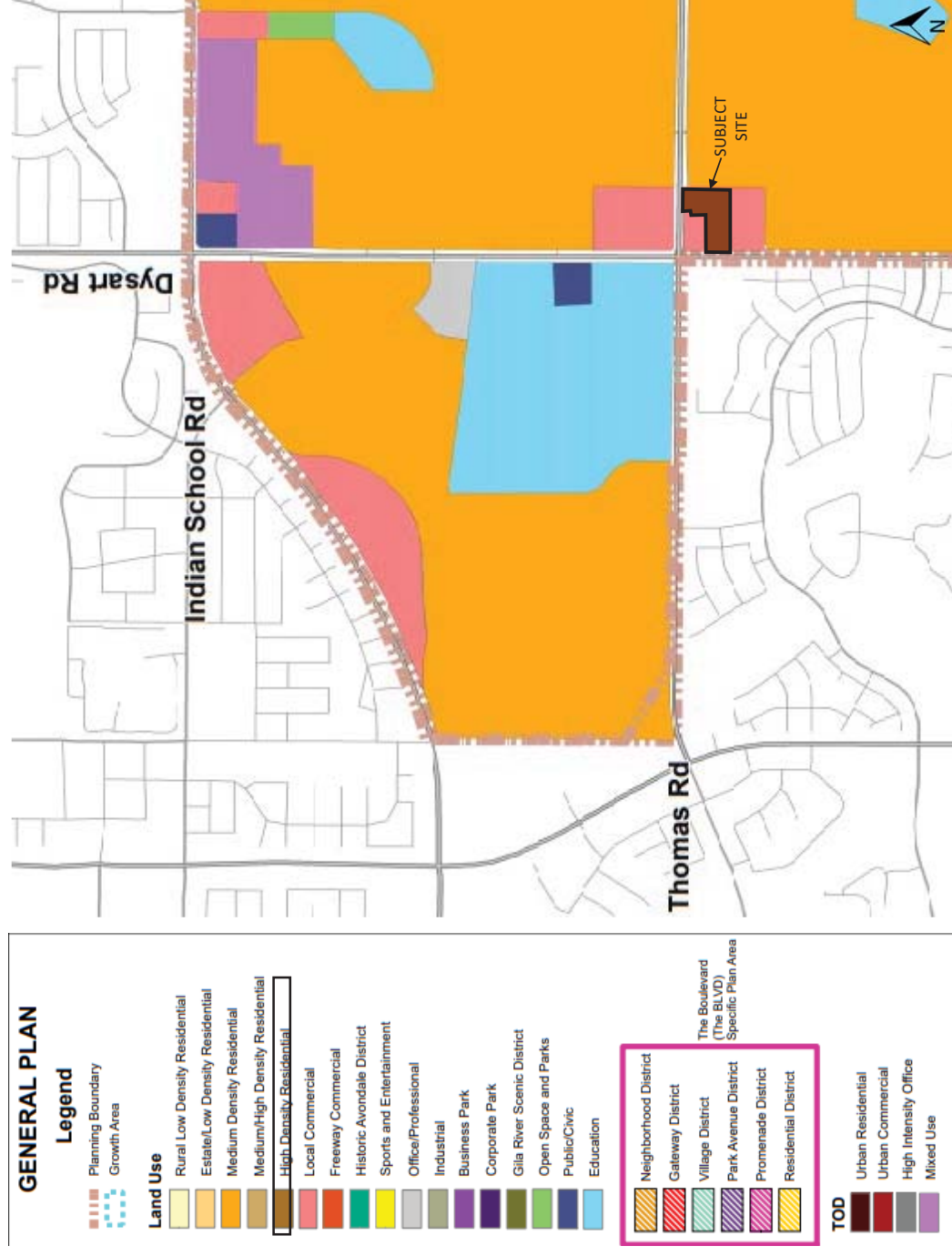
Local

Commercial



Tab 3

Exhibit C Proposed General Plan Map: High Density Residential



AVONDALE VILLAGES

Neighborhood Meeting Summary



Case No. PL-21-0247 and -0248

Submitted: January 2022

A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case No. PL-21-0247 was held on Wednesday, January 5, 2022 at 6:00 PM. Due to the COVID-19 pandemic and city requirements for neighborhood meetings, the meeting was a virtual meeting that was hosted via the City's Zoom platform.

The neighborhood meeting notification was noticed in accordance with the City's Zoning Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the December 15, 2021 edition of the Southwest Valley Republic newspaper. Additionally, the applicant posted a public notice sign by December 20, 2021 as well. The affidavits are enclosed at **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and a City of Avondale Planning representative attended the virtual neighborhood meeting. Additionally, there appeared to be three (3) households which logged into the Zoom meeting.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting with introductions of the development team followed by an overview of the application requests. The applicant provided a description of the surrounding area context, existing land use designations, site challenges and constraints, and specifics regarding the proposed community. The applicant also shared the proposed community plans and then offered an opportunity for questions and comments by the attendees.

One household which attended the neighborhood meeting had general questions regarding processing. Another attendee commented regarding (1) architectural design; (2) development standard deviations, including open space; (3) design standards of the City; (4) provision of electric vehicle parking; (5) backyard improvements for homes within the community; (6) driveway access; (7) setback distances and buffers from existing residential; and, (8) delivery and emergency vehicle circulation. Below is a general summary of the applicant and city responses.

Processing: The applicant provided an overview of the city's rezoning and development process, and explained that, following the neighborhood meeting, there would be public hearings scheduled for further review of the subject requests by the Planning Commission and City Council.

Architectural Design: The project's architectural design was explained to attendees including the elevation style and elements of four-sided architecture. It was further explained that the project, as a hybrid between traditional multi-family and single-family residential, would incorporate elements from both single family and multi-family design guidelines.

Development Standard Deviations and Open Space: An overview was provided regarding several development standard deviations pertaining to the proposed community, which was explained as being necessary given the proposed product type and need for relief from rigid traditional multi-family standards which the code is more applicable to. It was further discussed that the development standard deviations were also required as technical relief due the community being platted.

Open space was also discussed, and the applicant provided an overview of private backyard open space and function of it, as well as the uniqueness of it compared to traditional garden style apartments. The locations of amenities were also discussed.

City Design Standards: A discussion regarding the city's design standards occurred. It was explained that the proposed community would comply with the city's design standards and that design would be reviewed via the Site Plan and Design Review process.

Electric Vehicle Parking: The applicant team confirmed that electric vehicle parking would be provided, including within garages and common areas for guests.

Backyards: The applicant team confirmed that backyards would be appropriately landscaped/hardscaped.

Driveway Access: The applicant provided a summary of the vehicular access points. Driveway restrictions and off-site improvements were discussed at a high level and the applicant advised that additional information could be provided to any interested parties, as requested.

Buffers for Residential: The applicant shared the site plan and discussed that meaningful buffers were incorporated into the site plan design for the existing single-family residential to the east including landscaping, open space and use of drive aisles so that no homes back up onto existing residential.

Delivery and Emergency Vehicle Circulation: It was confirmed that the plans for the community are subject to review by the fire department and other pertinent disciplines to ensure that the city's standards are met.

The applicant advised that the development team would be available to answer any specific questions throughout the process and offered for any interested parties to reach out to the applicant with any specific questions.

D. Summary

The applicant is unaware of any specific opposition or immediate neighbor concerns, however additional follow-up with an interested neighborhood meeting attendee is planned to occur. The Applicant will continue to be available to discuss the proposal with interested parties throughout the application process.

RESOLUTION NO. 1020-0322

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 $\pm$ 5.8 ACRES GENERALLY LOCATED SOUTH OF THE SOUTHEAST CORNER OF THOMAS ROAD AND DYSART ROAD, AS SHOWN IN APPLICATION PL-21-0248.

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 $\pm$ 5.8 acres generally located south of the southeast corner of Thomas Road and Dysart Road, from Local Commercial to High Density Residential, as shown in Application PL-21-0248 (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 on February 16, 2022, 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 on March 21, 2022.

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 $\pm$ 5.8 acres generally located south of the southeast corner of Thomas Road and

Dysart Road, as shown in Application PL-21-0248, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Local Commercial to High Density Residential.

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 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

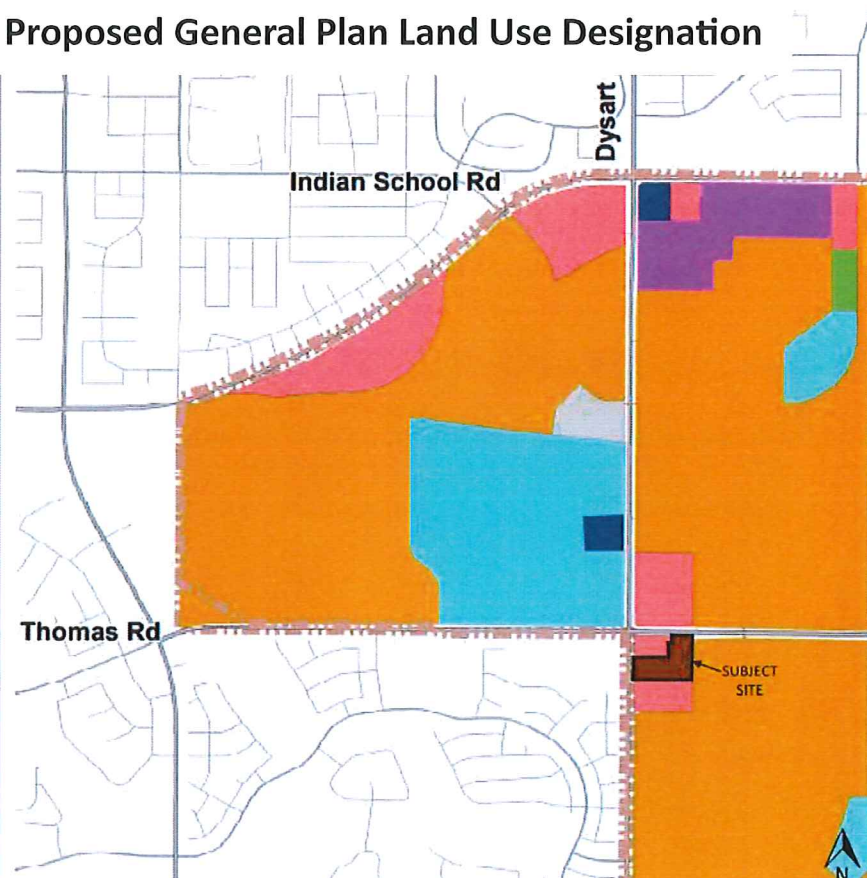
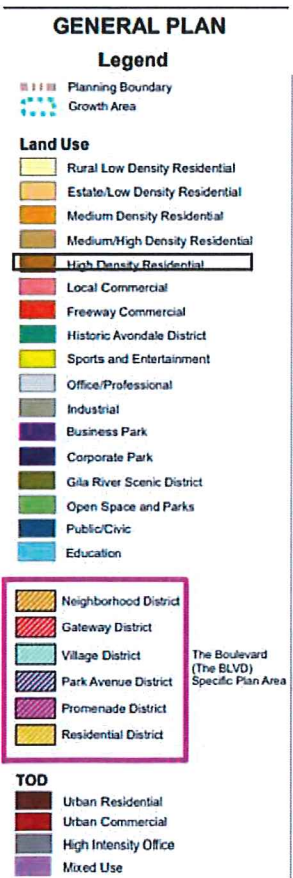
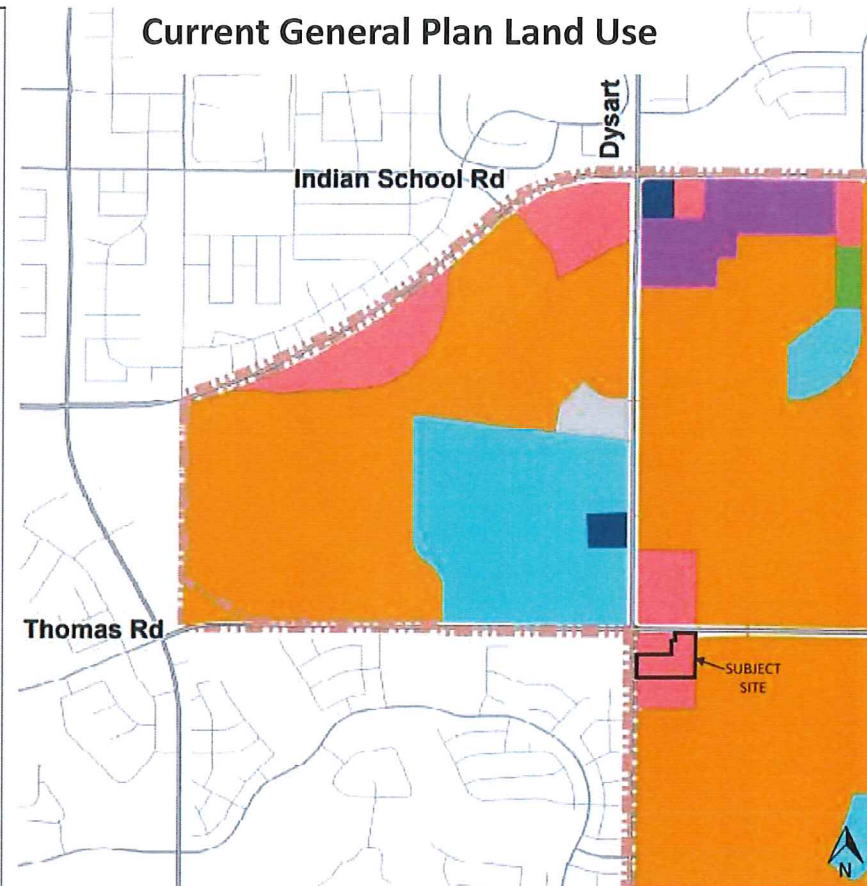
APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1020-0322

[General Plan Amendment Map]

See following page.



CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2020-0322 – Avondale Villages – Rezone – Application PL-21-0247

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Encourage build-out in residential housing opportunities that support diverse housing options.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2020-0322, approving a request by Mr. Adam Baugh, Withey Morris PLC., on behalf of Hamid Ertefai, a request to Rezone approx. 5.8 acres south of the southeast corner of Thomas and Dysart roads from the Palm Valley Planned Area Development (PAD NC) to Avondale Villages Planned Area Development (PAD R-3) for the 70-unit Avondale Villages Townhome project. The Council will take appropriate action.

BACKGROUND:

This proposed Rezoning request is for the approximately 5.8 acres generally located south of the southeast corner of Thomas and Dysart roads. The property address is 2365 N. Dysart Road and is identified by the Maricopa County Assessor Office as parcel number 501-75-987.

The subject property is currently zoned PAD and permits C-2 uses within the Palm Valley Avondale PAD, which included approximately 770 acres of land and was originally approved in 1994. The bulk of the Palm Valley PAD area is now developed; however, nearly all of the land originally designated as "Medium-High Density Residential" (12-25 DU/AC) in the PAD has not materialized as such.

The General Plan Land Use Designation of the subject property is Local Commercial in the Avondale General Plan 2030 ("General Plan"). There is a concurrent Minor General Plan application (PL-21-0248) to amend the General Plan Land Use of the site from Local Commercial to High Density Residential.

The applicant's proposal is for a 70-unit townhome development (individually platted lots). The homes will also feature private driveways, covered front patios or entries. The homes will be arranged around several active and inactive open space areas including walking paths, a centrally located pool, lawn and ramada area, athletic and leisure spaces, cornhole/bocce ball court, and a dog park. Each home will feature garage and driveway parking for residents, and guest parking will be centrally provided. Every home in the community will be two-story with an enclosed garage, have a private backyard (in addition to the common open spaces), and features which are more commonly associated with homeownership.

The existing uses and zoning of surrounding properties include:

NORTH: Zoned Palm Valley PAD; General Plan Designation Local Commercial; Commercial uses

EAST: Zoned Palm Valley PAD; General Plan Designation Medium Density Residential; Single-family medium density residential uses

SOUTH: Zoned Palm Valley PAD; General Plan Designation Local Commercial; Assisted/Senior living use

WEST: City of Goodyear; Commercial uses

SUMMARY OF REQUEST

The applicant is requesting approval of Rezoning the site from the Palm Valley Planned Area Development (PAD) allowing Neighborhood Commercial (NC) to Avondale Villages Planned Area Development (PAD) allowing Multi-Family Residential (R-3). The proposed Avondale Villages project will allow for a 70-unit townhome project on a 5.8 acre parcel.

PUBLIC PARTICIPATION

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held on January 5, 2022. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting were completed in at least fifteen days prior to the meeting as required and met notification requirements.

PLANNING COMMISSION ACTION

The Planning Commission conducted a public hearing on the request on February 16, 2022 and voted 4-1 to recommend approval of the proposed Avondale Villages Rezoning subject to eight (8) staff-recommended conditions.

ANALYSIS

Conformance with the General Plan

The General Plan designation of the property is Local Commercial; there is a concurrent application to amend the General Plan Designation to High Density Residential. If approved, the rezoning would be in conformance with the General Plan.

Permitted Uses

The use proposed for the site is consistent with the proposed PAD designation.

Development Standards

The front, side, and rear yard minimum setbacks are consistent with the requested PAD zoning district.

Parking

Parking for all areas of the project, as proposed, meets the Avondale Zoning Ordinance Requirements.

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, and plant quantities are provided throughout the site.

Streets, utilities and Other Infrastructure

The project will be accessed from Thomas Road via a shared access with QuikTrip's site and Dysart Road via a shared access with the assisted/senior living facility. The applicant will be required to provide standard street improvements from back of curb (sidewalk, streetlights and landscaping) along Thomas Road. The applicant will be required to provide standard street improvements from back of curb (sidewalk, street lights and landscaping) with the additional dedication of an 8-foot public utility easement and additional dedication of five feet (5') of right-of-way along the decel lane which currently exists.

Adequate School Facilities

The applicant has provided staff with a Certificate of Adequate School Facilities from the Augua Fria Union High School District and the Littleton Elementary School District.

DISCUSSION:

Planning Commission recommends approval of the Rezone request for the following reasons:

1. The proposed rezone from Palm Valley PAD to Avondale Villages PAD is in conformance with the General Plan, as amended.
2. The proposed rezone is in conformance with the Multi-Family Residential Design Manual.
3. The proposed rezone will result in compatible land use relationships.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
5. The proposed land use will provide a different housing type to residents.
6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts at this time.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** an Ordinance, approving Application PL-21-0247 Avondale Villages, a request to Rezone approximately 5.8 acres generally located south of the southeast corner of Thomas and Dysart roads from Palm Valley Planned Area Development (PAD) allowing Neighborhood Commercial (NC) to Avondale Villages Planned Area Development (PAD) allowing Multi-Family Residential (R-3), subject to the following eight (8) conditions of approval:

CONDITIONS OF APPROVAL:

1. Power lines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.
2. All off-site improvements shall be completed in the first phase of development.
3. The developer shall provide Thomas Road improvements to include sidewalk, streetlights, and landscaping along the project frontage.
4. The developer shall provide Dysart Road improvements to include sidewalks, streetlights, and landscaping along the project frontage.
5. The developer shall dedicate an eight-foot (8') Public-Utility Easement on Dysart Road along the project frontage.
6. The developer shall dedicate an additional five feet (5') of Right-of-Way along the deceleration lane that is currently constructed on Dysart Road.
7. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
8. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved..

PROPOSED MOTION:

I move that City Council **ADOPT** an Ordinance, approving application PL-21-0247 Avondale Villages, a request to Rezone approximately 5.8 acres from Palm Valley Planned Area Development (PAD) allowing Neighborhood Commercial (NC) to Avondale Villages Planned Area Development (PAD) allowing Multi-Family Residential (R-3), subject to eight (8) conditions of approval as listed in the staff report..

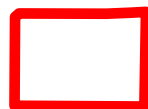
Contact person for document distribution: Eric Fitzer



Thomas Road

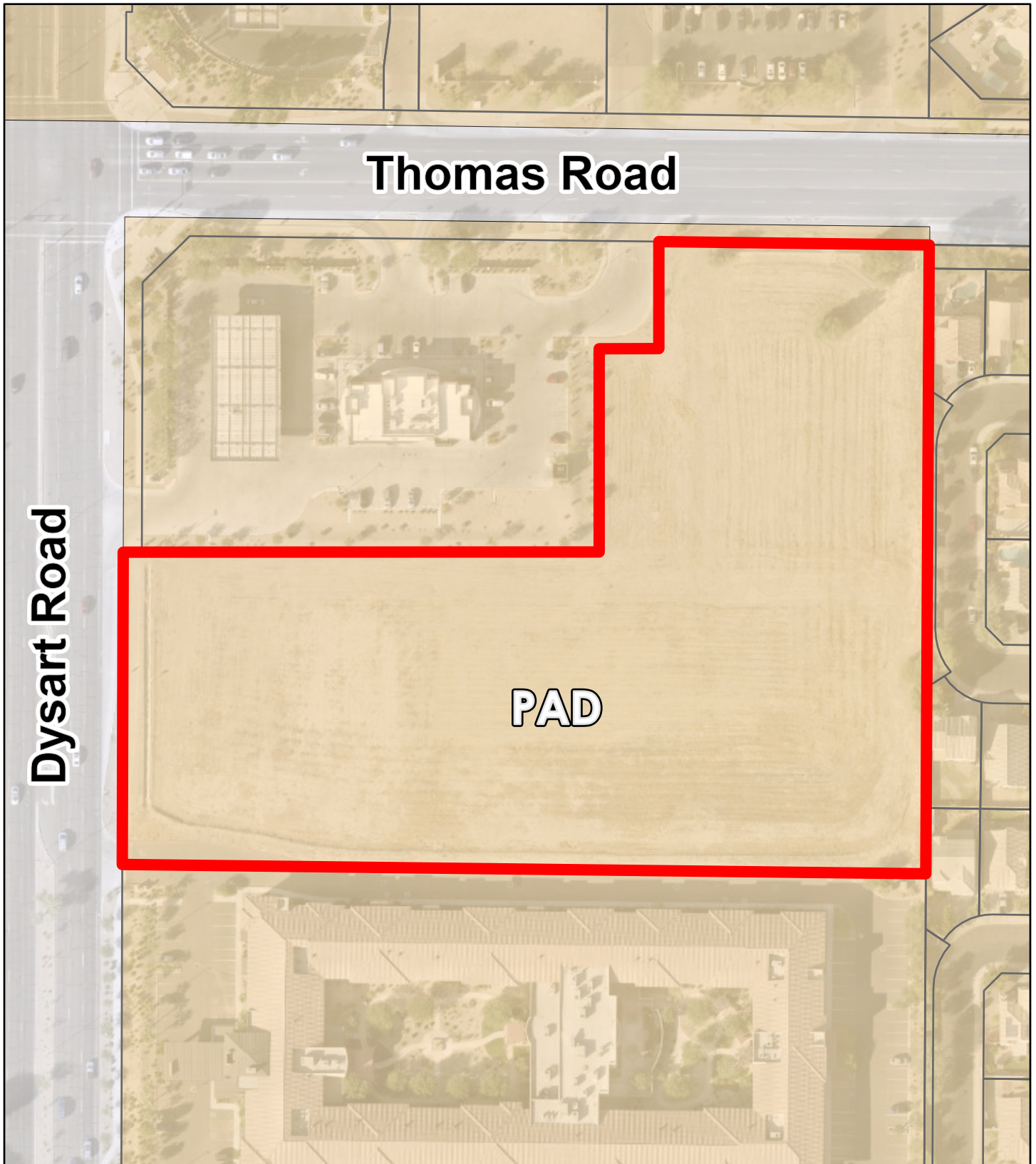
Dysart Road

Aerial Photograph



Subject Property



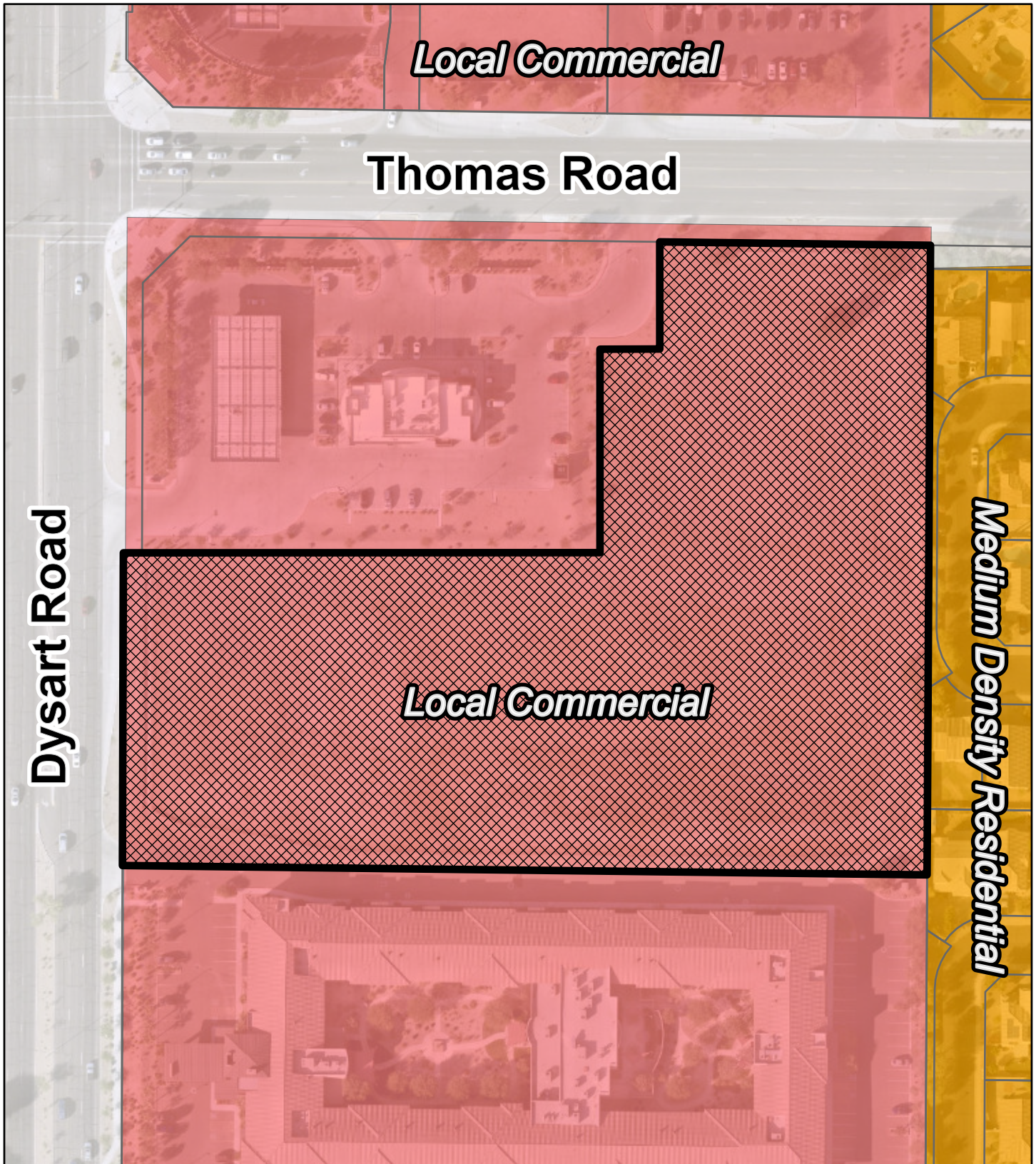


Zoning Vicinity

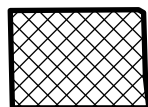


Subject Property





General Plan Land Use



Subject Property



AVONDALE VILLAGES

Planned Area Development Major Amendment Narrative



Case No. PL-21-0247

3rd Submittal: January 2022

2nd Submittal: November 2021

Initial Submittal: August 2021

Development Team

Applicant



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LIST OF EXHIBITS

1. Aerial and Vicinity Map
2. Conceptual Site Plan
3. Conceptual Renderings
4. Conceptual Circulation Plan
5. Conceptual Open Space Plan

AVONDALE VILLAGES

Planned Area Development Major Amendment Narrative

A. Introduction

This application request to amend the Palm Valley Planned Area Development for the approximate 5.8-acre property generally located at the southeast corner of Dysart Road and Thomas Road (the “Property”) (See **Exhibit A, Aerial Map**) and to establish site-specific permitted uses, as well as development standards and design criteria for a gated 70-unit residential townhome community, which will be highly stylized, urban-designed, and pedestrian-friendly (the “Project”). The proposed community will provide new and diverse housing opportunities and will accommodate a variety of lifestyles and transitions.

A companion General Plan Amendment (GPA) request has been filed with the City of Avondale under separate cover (Case No. PL-21-0248) to amend the General Plan Land Use Map from Local Commercial to High Density Residential (12-30 dwelling units per acre). The proposed density for the Property is approximately 12.01 dwelling units per acre and is on the very low end of the High Density Residential category.

B. Property Description

The vacant Property is approximately 5.832 net acres in size, fronts both Thomas Road and Dysart Road; and wraps an existing QT Gas station located at the hard corner. The surrounding land uses consist of a single-family residential subdivision to the east; a shopping center to the north; a CVS Pharmacy and a preparatory academy to the west; and, and assisted living facility to the south. The property is also uniquely situated across the street from Estrella Mountain Community College.

Avondale Villages is in a unique location along the Dysart Road corridor and the proposed development will be compatible with existing land use patterns in the area and help synergize the area. With the increase of employment, commercial and educational opportunities that are anticipated in the area, including within the City Center area, this site is a prime location for new residences which will in turn support other land uses.

C. Project Description

The intent of the Avondale Villages PAD is to establish site-specific permitted uses, as well as development standards and design criteria for a new gated townhome community. This PAD proposes some modified development standards to create flexibility from rigid standards that are more applicable for traditional multi-family projects.

The proposed gated townhome community will provide a total of seventy (70) highly stylized townhomes in 2-bedroom and 3-bedroom configurations with an overall density of approximately 12.01 du/ac. The Avondale Villages Townhome PAD provides a unique housing product that provides single-family

elements to blend in with the area. With an emphasis on community open space and enriched amenities, Avondale Villages Townhomes will be a unique subdivision development that will attract a variety of new residents to Avondale, thereby encouraging a variety of different socio-economic levels to this part of the City. Ultimately, Avondale Villages will provide new housing options to the area which will attract new residents including young professionals, millennials, and empty nesters who are looking for a “lock and leave” lifestyle. Additionally, the community is within close proximity to the Estrella Mountain Community College, and will provide new housing options for students, faculty and employees.

D. Request / Proposed Land Use Map

This application requests a Major Planned Area Development amendment to rezone the Property from Planned Area Development for commercial uses to PAD with underlying Multi-Family Residential (R-3) zoning.

E. PAD Permitted Uses

Permitted R-3 land uses include: 1) Residential Units, 2) Accessory Vehicle Garages and Canopies, 3) Leasing office, 4) Residential Clubhouse and Community Pool, and 5) Accessory resident storage buildings and those uses which are permitted in Section 202.B of the Avondale Zoning Ordinance.

Uses permitted with conditions or a conditional use permit shall be in accordance with Section 203 and 204 of the Avondale Zoning Ordinance. All uses not specifically provided for herein are prohibited, unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

F. Development Standards

Development of the Project shall conform to the standards set forth in the R-3 Zoning District of the Avondale Zoning Ordinance and the standards set forth in this PAD Amendment. The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

Table A: Residential Development Standards Table

	R-3	PAD
Max. Units Permitted	70: 1 unit for every 3,630 sf net site area	70: 1 unit for every 3,630 sf net site area
Min. Lot Width	50'	20'
Min. Lot Depth	100	60'
Max. Height	30'	30'
Max. lot coverage (Overall)	45%	58%
Max. lot coverage (Per Individual Townhome Lot)	45%	75%
Individual Townhome Setbacks		

Front (from tract)	15'	5'
Rear (from tract)	15'	8'
Side (from tract)	20'*	0'
Street Side (Thomas Rd)	20'	20'
Street Side (Dysart Rd)	20'	15'*
Non-Street Side Property Lines	15'	15'
Minimum Building Separation Between Buildings (With No Common Walls)	15'	10'***
Land Use Buffer (Contiguous to a Single-Family District)	15'	4'***
Minimum Distance of Two-Story Buildings from a Single-Family Residential Area or District	75'	40'
Open Space	20%	Usable Open Space: 20.35% Useable open space includes dedicated backyards on a per unit bases; the range of area for backyards is 8' to 14.5' in depth by 19.67' to 38.5' in width, and equals 7.62% open space in addition to the 12.73% open space.
Covered Garages	20% Min of Required Parking	20% Min of Required Parking

*A slight reduction is required to accommodate a right-of-way dedication and a condition not otherwise caused by this development.

**Zero (0) feet for lots with common walls.

**Applies only to the north half of the east perimeter, as depicted on the site plan.

Deviation Justifications

The requested development standard deviations are necessary to allow some flexibility from rigid multi-family standards, including lot dimensions, building separation, setbacks and lot coverage, which are more applicable for traditional un-platted multi-family apartment development (i.e. garden style apartments); and, address a necessary right-of-way dedication along Dysart Road which was not otherwise caused by this development. Avondale Villages will be platted townhomes, which is unique for this type of development, and in doing so, some flexibility from traditional multi-family standards is required. It should be noted that the requested deviations will create an opportunity for private backyard open space, which is uncommon for multi-family development. Specifically, the applicant requests a deviation to count the private rear yard spaces as part of its open space calculations. Typically, multi-family communities do not provide private rear yard spaces and so the 20% requirement should be reconsidered with this unique type of development. The applicant provides a private amenity not normally seen and therefore should be considered as part of the overall amenity calculations. Additionally, the proposed townhome product functions more like single-family homes rather than apartments, which supports the need for flexibility from rigid multi-family development standards.

Ultimately, the requested deviations will contribute positively to the overall site layout and function, providing for a higher quality product for future residents of the community.

G. Residential Design & Architecture

Avondale Villages will provide new and diverse housing opportunities with a style of home that is not prominent in the City of Avondale and will accommodate a variety of lifestyles and transitions. The proposed townhome product provides homes with private backyards and lots, allowing for a “lock and leave” lifestyle which requires less maintenance than a traditional single-family home and promotes the use of the neighborhood common and amenity areas, while also providing a meaningful amount of private open space. This increases a sense of place within the neighborhood and ultimately encourages more community interaction.

The homes will also feature private driveways, covered front patios or entries and a drought tolerant landscape. The homes will be arranged around several active and inactive open space areas including a walking paths, a centrally located pool, lawn and ramada area, athletic and leisure spaces, cornhole/bocce ball court and a dog park, which will cultivate a sense of community. Each home will feature garage and driveway parking for residents, and guest parking will be centrally provided.

Every home in the community will be two-story with an enclosed garage, a quality feature which is more commonly associated with home ownership. Each home will feature an open floor plan and generous natural light while incorporating smart home features, EnergyStar rated fixtures, LED lighting, quartz counters, stainless appliances, and modern design selections.

Avondale Villages is designed with enhanced four-sided architecture and the home elevations are highly stylized with a modern appeal and enhanced architectural embellishments including pop-outs, canopies, varying roof types, standing seam metal roof elements, and stone accents to provide diversity of design. Conceptual elevations are provided herein. Architectural design shall conform to the requirements of the Multi-Family Residential Design Manual adopted by the City of Avondale, unless otherwise provided herein, and will be reviewed at the time of Site Plan and Design Review.

Architectural Elements and Details

The community elevations may utilize a variety of the following elements to enhance and diversify the community’s character, including but not limited to the following:

1. Recessed or projecting balconies
2. Awnings
3. Porches
4. Columns
5. Decorative doors and windows
6. Exterior moldings
7. Roof overhangs
8. Stucco

9. Masonry
10. Wood or metal accents
11. Decorative lighting
12. Ledges
13. Arched windows
14. Shutters
15. Treated heavy timber exposed rafters and brackets
16. Load-bearing masonry, brick or stone
17. Neutral stone in full-size blocks, not veneer
18. Copper or galvanized metal gutters, roof drain downspouts, metal roofing on awnings
19. Tie and rod assembly metal canopies for shade
20. Reveal lines
21. Decorative metal fence panels for accent elements and/or plantings

Ultimately, along with clustered amenities, each residential cluster will create a neighborhood within a neighborhood allowing the community to scale to each resident's needs. Most residential units are shielded from exposure to Thomas and Dysart Roads via the site design. Areas that require additional separation accomplish this via hardscape, shading, and landscaping. Residential buildings are strategically placed around the Property to provide enhanced setback buffers and transitions to other nearby residential properties, while creating unique community experiences with the spaces in-between.

H. Site Design Criteria / Details

1. Product

The gated community will offer a total of seventy (70) 2-story townhomes in 2-bedroom (44 units) and 3-bedroom (26 units) configurations with an overall net density of 12.01 du/ac. The 2-bedroom homes include two bathrooms and include approximately 1,445 +/- square feet of livable area. The 3-bedroom homes include 2.5 bathrooms and include approximately 1,814 +/- square feet of livable area.

2. Streetscape

Building setbacks along each street frontage meet the City's requirements. The streetscape will be consistent with the established streetscape for the area and will feature meandering detached sidewalks with complementary landscaping. The streetscape will be in conformance with the City's Master Street Tree Master Plan.

3. Access

The primary gated entrance to the Property will be via a shared access drive onto Thomas Road. The primary access will feature enhanced landscaping and landscaped driveway medians. A secondary gated

access is proposed via an access on Dysart Road.

4. Circulation / Pedestrian Connectivity

The site has gated access points for vehicular access to each street frontage. Vehicular circulation will be provided via an east/west drive along the south boundary of the community and a north/south drive for a connection to Thomas Road. The homes will be arranged around a central open space with pool and resident amenity area, a dog park, and other recreation and athletic areas. Pedestrian connections will be provided throughout the site ensuring connectivity to amenities and to Thomas Road and Dysart Road. Pedestrian gates will be provided along each street frontage to ensure reasonable connectivity to the streets and surrounding amenities.

5. Refuse

There are two (2) enclosed trash/refuse dumpsters provided within the development; one is provided at the north of the community and the other at the southwest corner. Trash layout will utilize a single direction collection path.

6. Parking

250 parking spaces are provided for the development including 114 garage spaces, 106 driveway spaces, 29 surface parking spaces and 2 ADA surfaces spaces. 14 Guest parking spaces will be provided and garages will have Level 2 EV-charging for, at a minimum, the requirements of Code.

I. Landscaping & Open Space

Landscape Theme and Details

The plant palette will consist of regionally adapted drought tolerant species that will enhance the community aesthetics. Shade trees and shrubs will be utilized along pedestrian circulation routes ensuring a pleasant and inviting pedestrian experience. It should be noted that—due to a 20' wide public utility easement along the east perimeter of the development—tree plantings are not viable within the PUE area, as depicted on the site plan, due to utility conflicts; however, shrubs will still be provided and maintained as required.

Open Space Concept

Avondale Villages has been designed with ample open space and recreation areas with quality amenities distributed throughout the community. The open space and recreation areas are intended to encourage resident interaction and sense of place. The community incorporates some pocket park/courtyard planning techniques into its site plan which will contribute to a more livable environment. The development will provide approximately 20.35 % total open space, roughly 51,706 square feet overall. This includes usable open space and private rear yard open space.

Usable common area open space will include amenities such as cornhole/bocce ball courts, a pool and amenity area, shaded seating areas, workout stations and hammock areas, and a resident dog park.

Private backyard open space shall be provided for each unit with a minimum of 150 square feet per unit.

Entrance Design Concept

A long, linear entry drive that is tree lined on both sides of the street with medians will provide a strong entry design for the community and thoughtful entry monumentation will welcome residents and their guests.

Perimeter Walls

Perimeter walls will be six to eight foot in height, depending on location, and incorporate multiple design elements of varying CMU splitface and CMU and integral color. Architectural design shall conform to the Multi-Family Residential Design Manual adopted by the City of Avondale and will be reviewed for compliance at the time of Site Plan and Design Review submittal.

J. Infrastructure

Roadway Improvements

There are no Roadway Improvements proposed as Dysart Road and Thomas Road are both fully improved with curb/gutter/pavement and driveway entrances. A new detached sidewalk will be installed on Dysart Road and on Thomas Road adjacent to the site. A new scupper will be installed on Thomas Road at an existing low point in the street.

Utilities

Sewer: There is an existing 8" sewer stub in the southeast corner of the site that the site will utilize for sewer.

Water: New domestic water and landscape meters will be installed on Thomas Road to serve the site. There will be a private domestic line through the site to each lot.

Fire: The site will connect to the existing 10" fireline along the east property line to serve the site. A private fireline will run through the site to serve the fire hydrants. The fire sprinkler system will be feed from the domestic line to each unit as this is begin constructed as single-family residences.

Grading and Drainage

Retention will be provided on-site for the 100-yr, 2-hr storm event along with the adjacent half street of Thomas Road. Dysart Road is fully improved with no inlet into the site.

Required Off-sites

A new detached sidewalk will be installed on Dysart Road and on Thomas Road adjacent to the site. A new scupper will be installed on Thomas Road at an existing low point in the street.

Phasing

The development will entail construction of the individual buildings per market demand, which will be submitted to the City of Avondale separately to ensure proper and orderly development. Phasing will be reviewed at the time of Site Plan and Design Review.

K. Ownership and Maintenance

The community form a homeowner's association which will be professionally managed to ensure that the community remains well run and appearances are well maintained.

Landscaping in adjacent right-of-way areas shall be maintained by the Owner's Association.

L. General Plan Conformance

This request conforms with the proposed Avondale General Plan designation for the Property as "High Density Residential" (Companion Case No. PL-21-0248). The High Density Residential category contains densities from 12 dwelling units per acre up to 30 dwelling units per acre. This proposed community proposed a density of 12.01 dwelling units per acre and is on the very low end of the High Density Residential category. Per the General Plan, "this level of intensity should promote a village environment with easy access to services, business and recreation."

In this instance, the proposed development meets the intent of the land use category and the proposed development is in conformance with the designation.

M. Conclusion

The Community will activate a long-time vacant parcel with a quality residential community which will provide new housing opportunities and diversity within the City of Avondale. The Community will accommodate a variety of lifestyles and will complement the area's current land use mix, which includes the Estrella Mountain Community College and commercial shopping center to the north. Further, the Community will serve as a compatible land use buffer between the existing QT gas station and traditional single-family residential subdivision to the east, which is consistent with traditional land use planning.

EXHIBIT 1

Exhibit A – Site Aerial

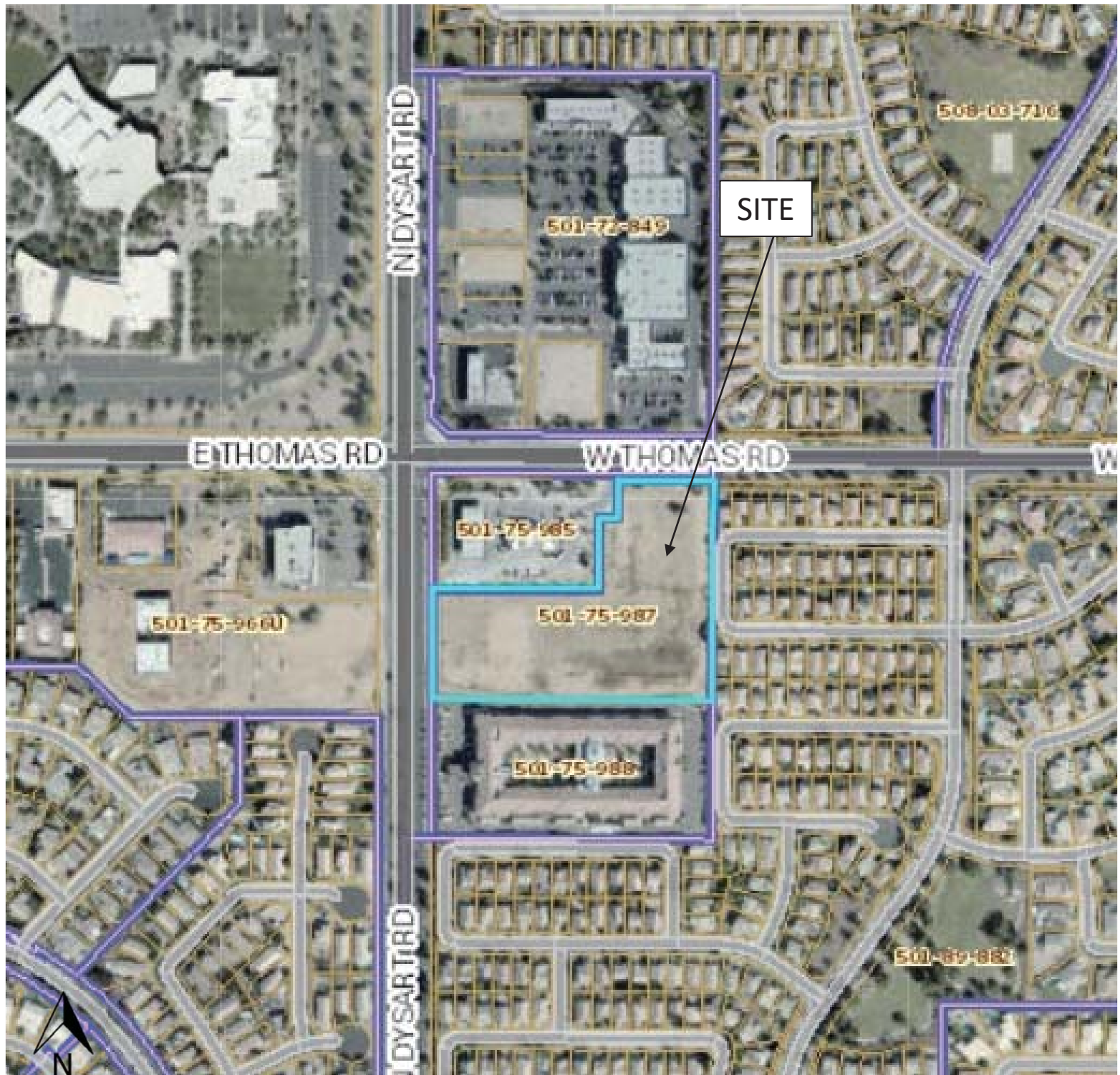


EXHIBIT 2

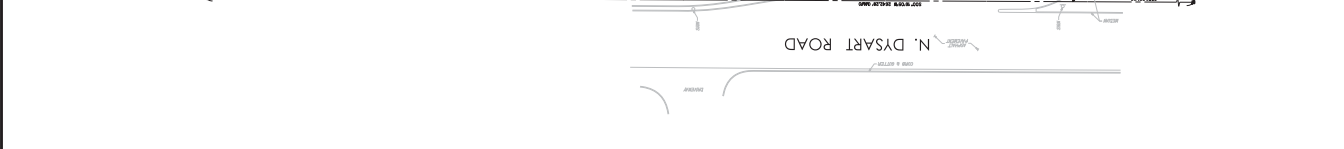


EXHIBIT 3





EXHIBIT 4

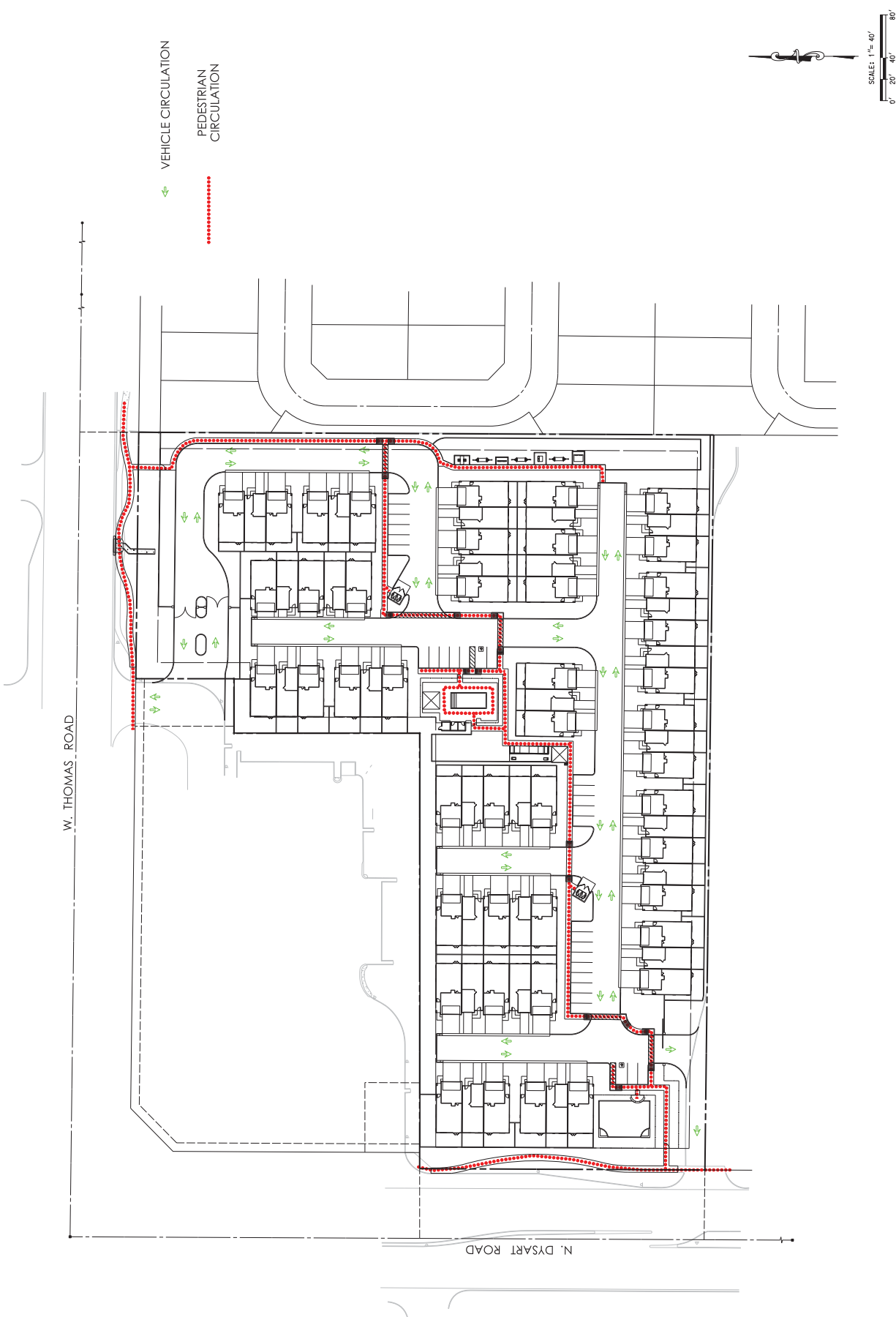
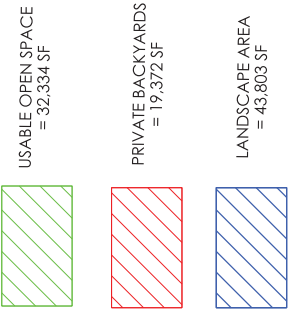


EXHIBIT 5



SCALE: 1" = 40'

AVONDALE VILLAGES

Neighborhood Meeting Summary



Case No. PL-21-0247 and -0248

Submitted: January 2022

A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case No. PL-21-0247 was held on Wednesday, January 5, 2022 at 6:00 PM. Due to the COVID-19 pandemic and city requirements for neighborhood meetings, the meeting was a virtual meeting that was hosted via the City's Zoom platform.

The neighborhood meeting notification was noticed in accordance with the City's Zoning Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the December 15, 2021 edition of the Southwest Valley Republic newspaper. Additionally, the applicant posted a public notice sign by December 20, 2021 as well. The affidavits are enclosed at **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and a City of Avondale Planning representative attended the virtual neighborhood meeting. Additionally, there appeared to be three (3) households which logged into the Zoom meeting.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting with introductions of the development team followed by an overview of the application requests. The applicant provided a description of the surrounding area context, existing land use designations, site challenges and constraints, and specifics regarding the proposed community. The applicant also shared the proposed community plans and then offered an opportunity for questions and comments by the attendees.

One household which attended the neighborhood meeting had general questions regarding processing. Another attendee commented regarding (1) architectural design; (2) development standard deviations, including open space; (3) design standards of the City; (4) provision of electric vehicle parking; (5) backyard improvements for homes within the community; (6) driveway access; (7) setback distances and buffers from existing residential; and, (8) delivery and emergency vehicle circulation. Below is a general summary of the applicant and city responses.

Processing: The applicant provided an overview of the city's rezoning and development process, and explained that, following the neighborhood meeting, there would be public hearings scheduled for further review of the subject requests by the Planning Commission and City Council.

Architectural Design: The project's architectural design was explained to attendees including the elevation style and elements of four-sided architecture. It was further explained that the project, as a hybrid between traditional multi-family and single-family residential, would incorporate elements from both single family and multi-family design guidelines.

Development Standard Deviations and Open Space: An overview was provided regarding several development standard deviations pertaining to the proposed community, which was explained as being necessary given the proposed product type and need for relief from rigid traditional multi-family standards which the code is more applicable to. It was further discussed that the development standard deviations were also required as technical relief due the community being platted.

Open space was also discussed, and the applicant provided an overview of private backyard open space and function of it, as well as the uniqueness of it compared to traditional garden style apartments. The locations of amenities were also discussed.

City Design Standards: A discussion regarding the city's design standards occurred. It was explained that the proposed community would comply with the city's design standards and that design would be reviewed via the Site Plan and Design Review process.

Electric Vehicle Parking: The applicant team confirmed that electric vehicle parking would be provided, including within garages and common areas for guests.

Backyards: The applicant team confirmed that backyards would be appropriately landscaped/hardscaped.

Driveway Access: The applicant provided a summary of the vehicular access points. Driveway restrictions and off-site improvements were discussed at a high level and the applicant advised that additional information could be provided to any interested parties, as requested.

Buffers for Residential: The applicant shared the site plan and discussed that meaningful buffers were incorporated into the site plan design for the existing single-family residential to the east including landscaping, open space and use of drive aisles so that no homes back up onto existing residential.

Delivery and Emergency Vehicle Circulation: It was confirmed that the plans for the community are subject to review by the fire department and other pertinent disciplines to ensure that the city's standards are met.

The applicant advised that the development team would be available to answer any specific questions throughout the process and offered for any interested parties to reach out to the applicant with any specific questions.

D. Summary

The applicant is unaware of any specific opposition or immediate neighbor concerns, however additional follow-up with an interested neighborhood meeting attendee is planned to occur. The Applicant will continue to be available to discuss the proposal with interested parties throughout the application process.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment and Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Avondale Villages Project Manager: Adam Baugh, Withey Morris PLC
Request: Town home community Acreage/Parcel Size: 5.8 acres
Current Density Allowed: 0 Density Proposed: 12.01 du/acre
Total number of residential units proposed: 70

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?

Yes ☐ No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

AN AGREEMENT WOULD BE GREATLY APPRECIATED THOUGH.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 1/27/22

School District: AGUA FRIA

District Superintendent: MARK YSLAS / TOM HUFFMAN (DEPUTY)

Phone #: 623-932-7000

E-mail: THUFFMAN@AGUAFRIA.ORG

Signature: _____

It is the developer's responsibility to

signed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondale.org/developmentservices

TO: STEPHANIE WATNEY STEPHANIE@WITHEYMORRIS.COM

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Yes X No

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed?
If answered yes, how many acres is needed for the school site?

Yes No X

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No X (N/A)

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 1/26/22
School District: Litchfield Elementary School District
District Superintendent: Jodi Gunning
Phone #:
E-mail: gunning@lesd.k12.az.us
Signature: [Redacted]

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

ORDINANCE NO. 2020-0322

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 5.8 ACRES GENERALLY LOCATED SOUTH OF THE SOUTHEAST CORNER OF THOMAS ROAD AND DYSART ROAD, AS SHOWN IN APPLICATION PL-21-0247, AND REZONING SUCH PROPERTY FROM PALM VALLEY PLANNED AREA DEVELOPMENT (PAD NC) TO AVONDALE VILLAGES PLANNED AREA DEVELOPMENT (PAD R-3).

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 $\pm$ 5.8 acres generally located south of the southeast corner of Thomas Road and Dysart Road, as shown in application PL-21-0247, from Palm Valley Planned Area Development (PAD NC) to Avondale Villages Planned Area Development (PAD R-3) (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 provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on February 16, 2022, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on March 21, 2022; 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; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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 $\pm$ 5.8 acres generally located south of the southeast corner of Thomas Road and Dysart Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Power lines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.
2. All off-site improvements shall be completed in the first phase of development.
3. The developer shall provide Thomas Road improvements to include: sidewalk; street lights; and landscaping along the project frontage.
4. The developer shall provide Dysart Road improvements to include: sidewalk; streetlight; and landscaping along the project frontage.
5. The developer shall dedicate an eight-foot (8') Public-Utility Easement on Dysart Road along the project frontage.
6. The developer shall dedicate an additional five feet (5') of Right-of-Way along the deceleration lane that is currently constructed on Dysart Road.
7. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
8. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2020-0322

[Legal Description and Map]

See following pages.

November 3, 2021
3 Engineering Job No. 2010

ZONING LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH $89^{\circ}18'37''$ EAST, 520.11 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH $89^{\circ}18'37''$ EAST, 229.91 FEET TO THE EAST LINE OF THE WEST 750.00 FEET OF SAID NORTHWEST QUARTER

THENCE SOUTH $00^{\circ}16'05''$ WEST ALONG SAID EAST LINE, 591.02 FEET TO THE SOUTH LINE OF THE NORTH 591.00 FEET OF SAID NORTHWEST QUARTER;

THENCE NORTH $89^{\circ}18'37''$ WEST ALONG SAID SOUTH LINE, 750.02 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH $00^{\circ}16'05''$ EAST ALONG SAID WEST LINE, 265.14 FEET;

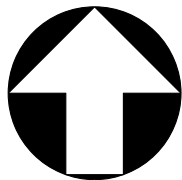
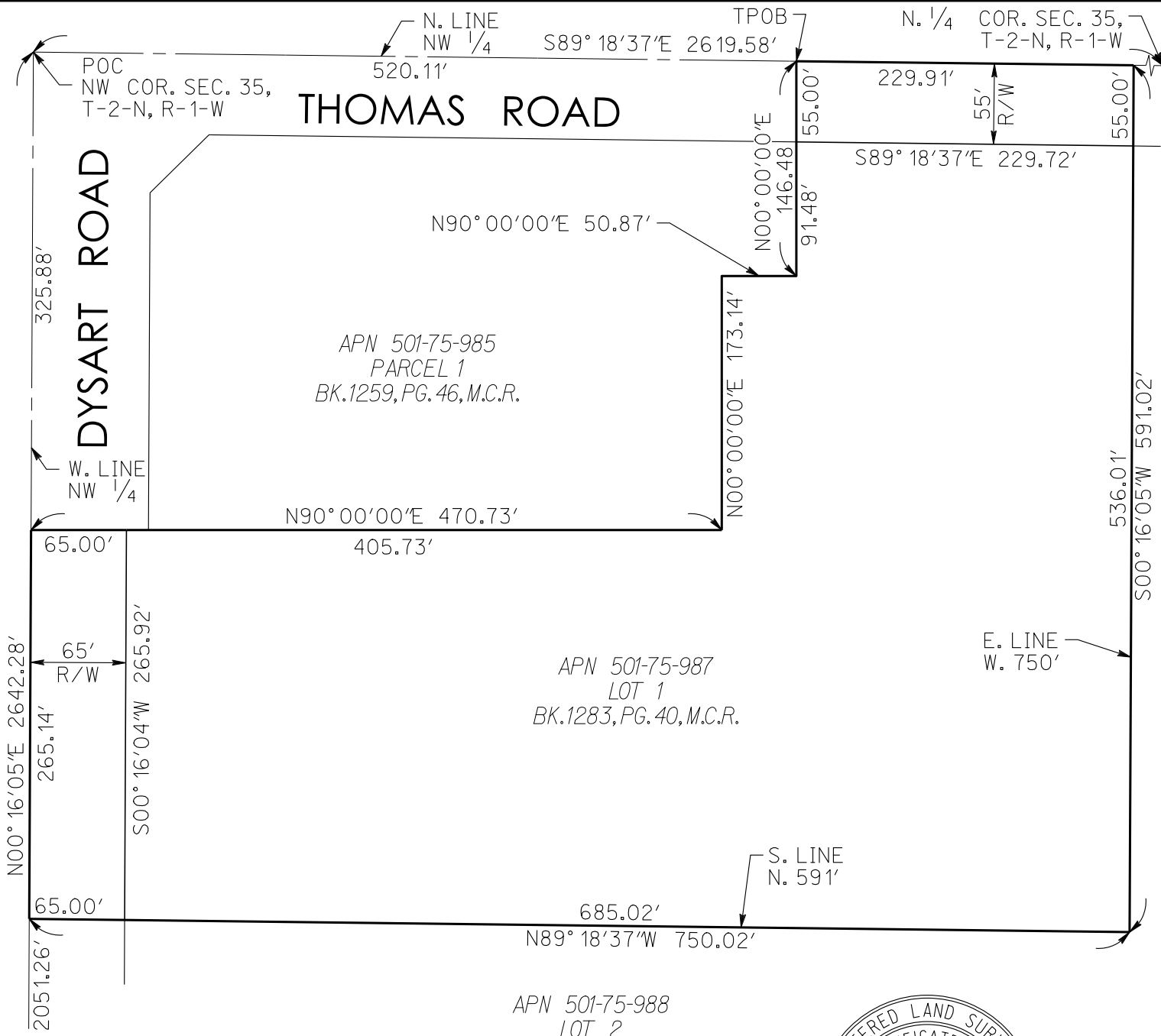
THENCE NORTH $90^{\circ}00'00''$ EAST ALONG THE SOUTH LINE OF PARCEL 1, **MINOR LAND DIVISION OF QUICKTRIP #423**, AS RECORDED IN BOOK 1259 OF MAPS, PAGE 46, RECORDS OF SAID COUNTY 470.73 FEET TO THE EAST LINE OF SAID PARCEL 1;

THENCE ALONG SAID EAST LINE (THE FOLLOWING 3 CALLS) NORTH $00^{\circ}00'00''$ EAST, 173.14 FEET;

THENCE NORTH $90^{\circ}00'00''$ EAST, 50.87 FEET;

THENCE NORTH $00^{\circ}00'00''$ EAST, 146.48 FEET TO THE **POINT OF BEGINNING**.





SCALE: 1"=100'

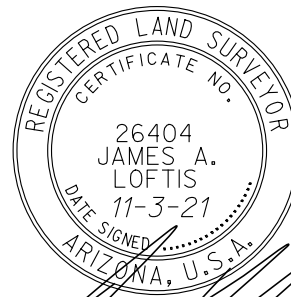
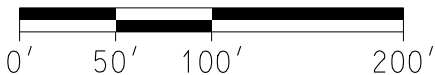


EXHIBIT "A"

ZONING LEGAL DESCRIPTION

3e engineering

planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230
WWW.3ENGINEERING.COM

DATE:

11/03/21

PROJECT NO.

2010

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2021-0322 – Ascend at Avondale – Rezone – Application PL-21-0267

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Encourage build-out in residential housing opportunities that support diverse housing options

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2021-0322, approving a request by Ms. Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC., on behalf of Nico Howard, for a request to Rezone approximately 40 acres generally located south and east of the southeast corner of Dysart and Indian School roads from the Palm Valley Planned Area Development (PAD) for commercial to Ascend Planned Area Development (PAD) for residential and commercial. The proposed Ascend project will allow for a 432-unit multi-family residential project; a 125-unit townhome project, and three (3) Community Commercial (C-2) parcels equaling a total of approximately 7.79 acres. The Council will take appropriate action.

BACKGROUND:

This proposed Rezoning request is for the approximately 40 acres generally located south and east of the southeast corner of Dysart and Indian School roads. The property address is 13321 W. Indian School Road and is identified by the Maricopa County Assessor's Office as parcel number 501-72-025K.

The subject property is currently zoned PAD and permits C-2 uses within the Palm Valley Avondale PAD, which included approximately 770 acres of land and was originally approved in 1994. The bulk of the Palm Valley PAD area is now developed; however, nearly all of the land originally designated as "Medium-High Density Residential" (12-25 DU/AC) in the PAD did not materialized. Further west across Dysart Road, the Coldwater Condominiums is one of the few areas in the Palm Valley PAD which developed as "Medium-High Density Residential". The other areas designated for "Medium-High Density Residential" became either single-family residential, commercial/business park, or part of the St. Thomas Aquinas church campus.

The General Plan Land Use Designation of the subject property is Mixed-Use in the City of Avondale General Plan 2030 ("General Plan") under the TOD (Transit Oriented Development) category of uses.

The applicant's proposal establishes three subdistricts; single-family villas (for sale platted townhome product) based on the City's R-3 district, ("The Villas at Ascend"), a multi-family district that is also based on the City's R-4 district with tailored development standards which differ from the Villas ("Prose at Ascend"), and

commercial districts ("The Shops at Ascend"), which retains the commercial C-2 district designation but with development standards that create a connected environment to the adjacent residential areas.

The existing uses and zoning of surrounding properties include:

NORTH: Zoned Litchfield Park Jurisdiction (CS); Commercial and Multi-Family uses

EAST: Zoned Palm Valley PAD; General Plan Designation Local Commercial and Medium Density Residential; Commercial and single-family residential uses

SOUTH: Zoned Palm Valley PAD; General Plan Designation Medium Density Residential; Single-family residential uses

WEST: Zoned Palm Valley PAD and Community Commercial (C-2); General Plan Designation Medium Density Residential and Local Commercial; church and commercial uses

SUMMARY OF REQUEST:

The applicant is requesting approval of a Rezoning of the site from the Palm Valley Planned Area Development (PAD) for mixed use commercial to Ascend Planned Area Development (PAD) for R-4, R-3 and C-2 uses. The proposed Ascend project will allow for a 432-unit multi-family project; a 125-unit Townhome project, and three (3) Community Commercial (C-2) parcels totaling approximately 7.79 acres.

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held on December 22, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting were completed in at least fifteen days prior to the meeting as required and met notification requirements.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on the request on February 16, 2022 and voted 5-0 to recommend approval of the proposed Ascend at Avondale Rezoning subject to seven (7) staff-recommended conditions.

ANALYSIS:

Conformance with the General Plan

The General Plan designation for the property is Mixed Use and as such, the rezoning request to allow for multi-family residential, single-family townhomes, and commercial meets the Mixed Use intent and is in conformance with the General Plan.

Permitted Uses

The use proposed for the site is consistent with the proposed PAD designation.

Development Standards

The front, side, and rear yard minimum setbacks are consistent with the requested PAD zoning district.

Parking

Parking for all areas of the project, as proposed, meets the Avondale Zoning Ordinance Requirements.

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, and plant quantities are provided throughout the site.

Streets, utilities and Other Infrastructure

The Prose (multi-family) portion of the development will have one (1) access point off of Indian School Road and one through the commercial parcels to Dysart Road (this access will be signalized); The Villas (single-family townhomes) will have one (1) access to Indian School Road with a secondary emergency access to the same. The commercial property access points will be determined at the time of development. The applicant will be constructing improvements along Dysart and Indian School roads adjacent to the development.

Adequate School Facilities

The applicant has provided staff with a Certificate of Adequate School Facilities from the Agua Fria Union High School District. The applicant is currently working with the Littleton Elementary School District on a donation agreement; the donation agreement would cover both districts. Currently, the negotiated donation is \$650.00 total per unit, excluding one-bedroom units.

DISCUSSION:

Staff recommends approval of the Rezone request for the following reasons:

1. The proposed rezone from Palm Valley PAD to Ascend PAD is in conformance with the General Plan.
2. The proposed rezone is in conformance with the Multi-Family Design Manual as amended in the PAD and the Commercial and Industrial Design Manual.
3. The proposed rezone will result in compatible land use relationships.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
5. The proposed land use will provide different housing types and commercial uses to residents.
6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No immediate budget impact; however, developer contributions related to this item need to be included in the scope of CIP.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** an Ordinance, approving Application PL-21-0267 Ascend at Avondale, a request to Rezone approximately 40 acres generally located south and east of the southeast corner of Dysart and Indian School roads from the Palm Valley Planned Area Development (PAD) for mixed use commercial to Ascend Planned Area Development (PAD) for R-4, R-3 and C-2 uses, subject to the following seven (7) conditions of approval:

CONDITIONS OF APPROVAL:

1. Powerlines less than 69 kV adjacent to the property shall be converted underground in the first phase of development.
2. The developer shall contribute one-half of the trombone style traffic signal design and construction cost for the Dysart Road traffic signal to be located at the project's Dysart Road access point. The traffic signal contribution shall be made at the time of civil permit issuance for the multi-family (Prose) portion of the project or if the developer elects to construct the full traffic signal improvements; the City will work with the developer to establish a cost share for the full signal improvements with the adjacent property owner to the west.
3. The following dedications and improvements will be required on and adjacent to Dysart Road:
 - a. The developer shall dedicate additional right-of-way for any deceleration lanes on Dysart Road.
 - b. The developer shall dedicate an 8' public-utility-easement along the project frontage.
 - c. The developer shall be required to design and construct one lane northbound, deceleration lane at main entrance, sidewalk, and landscaping.
 - d. The developer shall be required to design and construct a 16" ductile iron pipe water line extension along the project frontage and 10" sewer main extension up to the Dysart entrance.
4. The following dedications and improvements will be required on and adjacent to Indian School Road:
 - a. The developer shall dedicate additional right-of-way for any deceleration lanes on Indian School Road.
 - b. The developer shall dedicate an 8' public-utility-easement along the project frontage.
 - c. The developer shall be required to design and construct Indian School Road improvements to include: sidewalk, driveways, street lights, landscaping, and deceleration lanes.

- d. The developer shall be required to design and construct a 16" water line extension along the project frontage,
5. All off-site improvements shall be completed in the first phase of development.
6. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
7. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

PROPOSED MOTION:

I move that the City Council **ADOPT** an Ordinance, approving application PL-21-0267 Ascend at Avondale, a request to Rezone approximately 40 acres from the Palm Valley Planned Area Development (PAD) for mixed use commercial to Ascend Planned Area Development (PAD) for R-4, R-3 and C-2 uses, subject to the following seven (7) conditions of approval as listed in the staff report.

Contact person for document distribution: Eric Fitzer

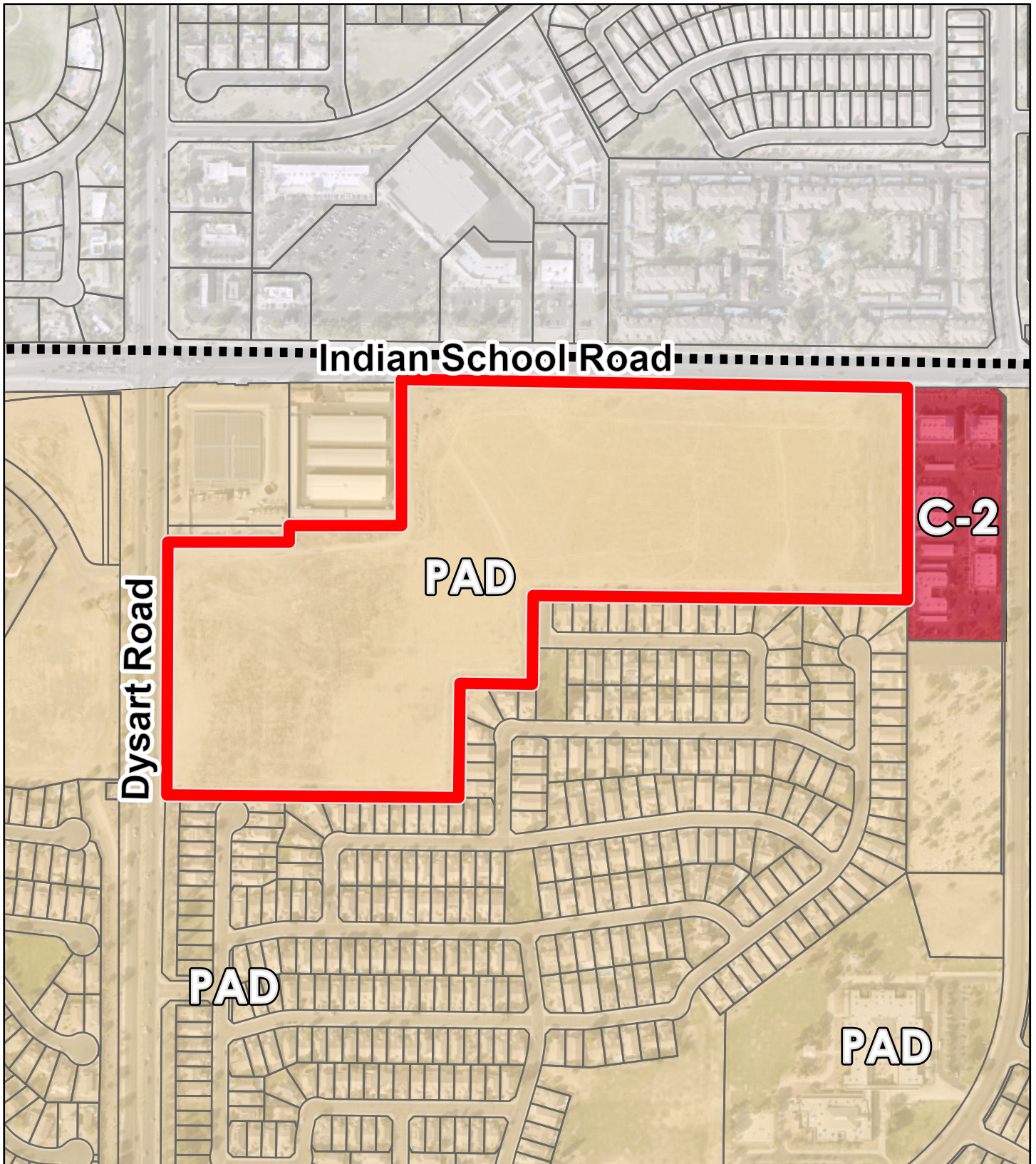


Aerial Photograph



Subject Property



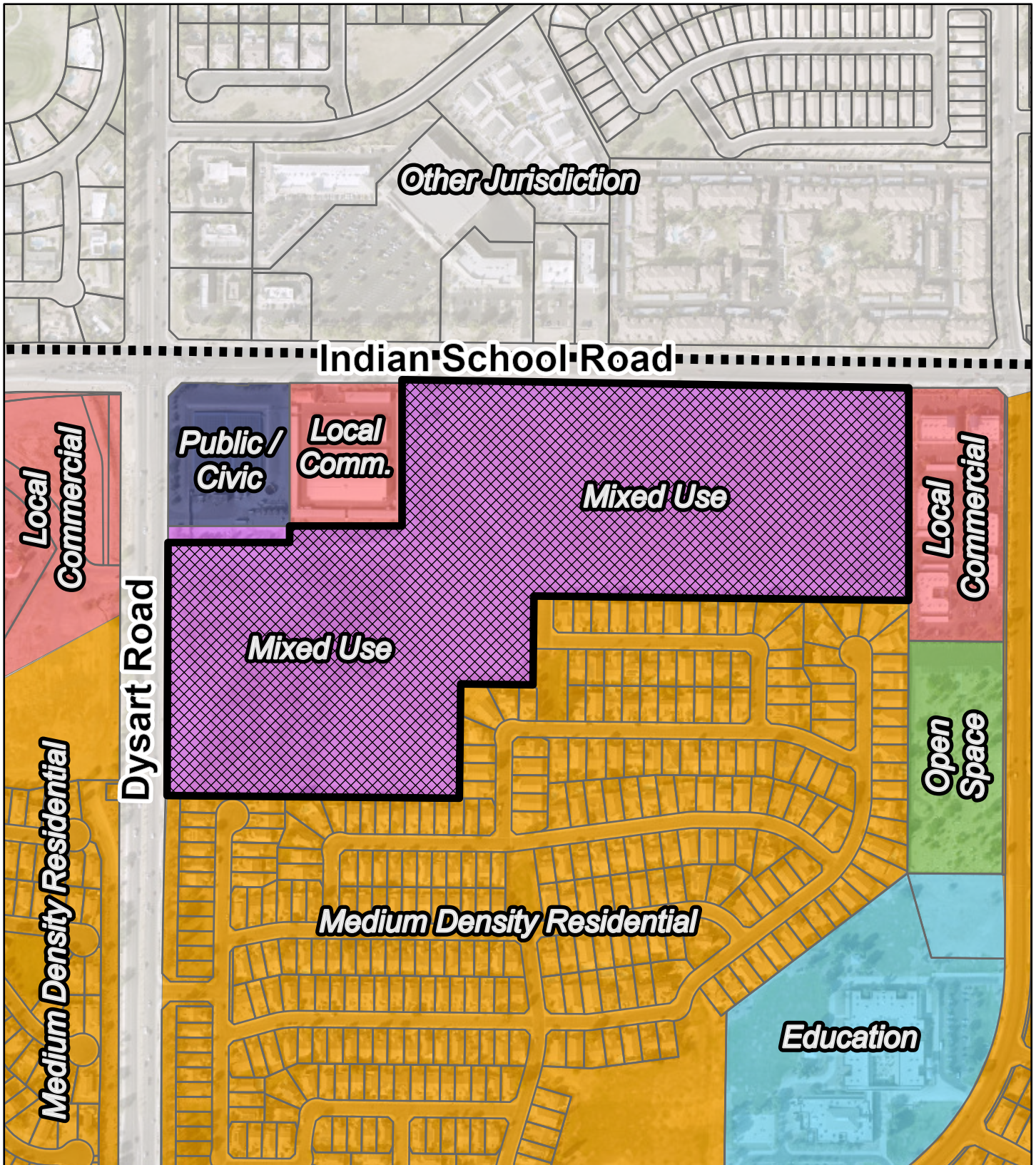


Zoning Vicinity

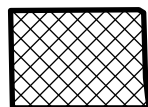


Subject Property





General Plan Land Use



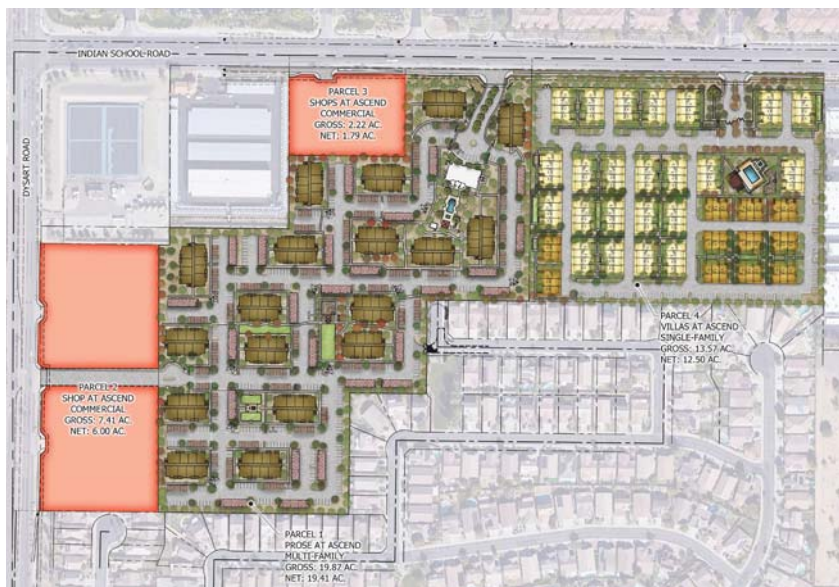
ASCEND

PAD Amendment Narrative

APPLICATION: PL-21-0267

DRAFT: JANUARY 10, 2022

3RD SUBMITTAL



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Site Data

Project Location:	East of the southeast corner of Dysart Road and Indian School Road
Request:	PAD Amendment
General Plan Designation:	Mixed-Use
Existing Zoning:	PAD
Proposed Zoning:	PAD R-4, R-3, and C-2
Existing Use:	Undeveloped Land
Proposed Use:	Single Family, Multi-Family, Commercial
Gross Area:	43.07 ac.
Net Area:	39.70 ac.
Maximum Proposed Dwelling Units:	557 units
Maximum Proposed Net Density Villas:	10 du/ac.
Maximum Proposed Net Density Prose:	22.3 du/ac.
Approximate Open Space:	9.11 ac. (28.55% of Residential Net Acreage) (22.95% of Total Net Acreage)



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1.0 PROJECT OVERVIEW

1.1 INTRODUCTION

Ascend (the “**Project**”) is a proposed ± 40-acre mixed-use development that includes a horizontally integrated residential village core developed by Alliance Residential and Gehan Homes, connected to two commercial areas and located south and east of the southeast corner of Dysart Road and Indian School Road (the “Property”) within the City of Avondale (the “City”). The Property is currently zoned PAD and permits C-2 uses within the Palm Valley Avondale PAD, which included approximately 770 acres of land and was originally approved in 1994. The bulk of the Palm Valley PAD area is now developed, however, nearly all of the land originally designated as “Medium-High Density Residential” (UR-H 12-25 DU/AC) in the PAD has not materialized as such. Apart from the ColdWater Condominiums to the west, all other land originally designated for “Medium-High Density Residential” has now become either single-family residential, commercial/business park, or part of the St. Thomas Aquinas church campus.

This PAD will replace the Palm Valley PAD for the Property with a new entitlement consistent with the General Plan’s Mixed-Use vision for the area, which has long-remained vacant and is now ripe for development in this gateway intersection into the City. The addition of two distinct residential districts to the existing C-2 uses will bring people in proximity to the retail areas at a location accessible and connected by the City’s bike lanes and transit options. The residential villages will also serve as a buffer between the Sage Creek neighborhood and the major intersection, while providing for enhanced pedestrian connections through the addition of pedestrian paths.

1.2 EXISTING PROPERTY CONDITIONS AND SURROUNDING AREA CONDITIONS

As shown on the Surrounding Uses map and Table 1 below, the Property is effectively an infill development with existing land uses all around it. **See Exhibit 1, Vicinity Map, Exhibit 2: Context Map and Table 1, Surrounding Zoning.** Ascend will provide a bridge between the existing commercial to the east to the storage and utility uses at the north and west of the site and provide for a transition to the single-family Sage Creek community to the south. The Wigwam Creek Shopping Center located north of the Project is within the City of Litchfield Park.



Table 1: Surrounding Zoning

Direction	General Plan Land Use Category	Existing Zoning	Existing Use
Site	Mixed-Use	PAD	Undeveloped Land
North, across Indian School Road	High Density Residential (8.1+ du/ac) Commercial (Litchfield Park Jurisdiction)	CS (Litchfield Park Jurisdiction)	Remington Ranch apartments and the Wigwam Creek Shopping Center
South	Medium Density Residential	PAD	Sage Creek single-family subdivision
East	Local Commercial	C-2	Palm Desert Plaza Professional Center
West, across Dysart Road	Medium Density Residential, Local Commercial	PAD	Religious Facility
Northwest	Public/ Civic and Local Commercial	PAD	Litchfield Park Storage Solutions and Litchfield Water Company Campus

1.3 EXISTING GENERAL PLAN

The Property is designated as Mixed-Use in the City of Avondale General Plan 2030 (“General Plan”) under the TOD (Transit Oriented Development) category of uses. **See Exhibit 3: General Plan Map.** The Project’s inclusion of community commercial, single-family villas, and multi-family creates a connected village core concept located on the intersection of two major arterials (Indian School Road and Dysart Road). Both streets are designated as ‘Roads of Regional Significance’ in the General Plan and have existing paved bike lanes that encourage use of alternative transportation and working towards the City’s TOD goals. The Property is also located within the boundaries of the North Avondale Specific Plan (“Specific Plan”). The Project works towards achieving multiple Specific Plan and General Plan goals as explained below, facilitating high-quality infill development and building out an important corridor in the City of Avondale.

1.4 PROPOSED ZONING

The PAD establishes three subdistricts; single-family villas based on the City’s R-3 district, (“The Villas at Ascend”), a multi-family district that is also based on the City’s R-4 district with tailored development standards which differ from the Villas (“Prose at Ascend”), and commercial districts (“The Shops at Ascend”), which retains the commercial C-2 district designation but with development standards that create a connected environment to the adjacent residential areas. **See Exhibit 4: Existing and Proposed Zoning Map.**



EXHIBIT 1: VICINITY MAP



EXHIBIT 2: CONTEXT AREA MAP

GENERAL PLAN LEGEND

- PLANNING BOUNDARY
- GROWTH AREA
- PROJECT SITE BOUNDARY

LAND USE

- RURAL LOW DENSITY RESIDENTIAL
- ESTATE/LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM/HIGH DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- LOCAL COMMERCIAL
- FREEWAY COMMERCIAL
- HISTORIC AVONDALE DISTRICT
- SPORTS AND ENTERTAINMENT
- OFFICE/PROFESSIONAL
- INDUSTRIAL
- BUSINESS PARK
- CORPORATE PARK
- GILA RIVER SCENIC DISTRICT
- OPEN SPACE AND PARKS
- PUBLIC/CIVIC
- EDUCATION

- NEIGHBORHOOD DISTRICT
- GATEWAY DISTRICT
- VILLAGE DISTRICT
- PARK AVENUE DISTRICT
- PROMENADE DISTRICT
- RESIDENTIAL DISTRICT

THE BOULEVARD
(THE BLVD)
SPECIFIC PLAN AREA

TOD

- URBAN RESIDENTIAL
- URBAN COMMERCIAL
- HIGH INTENSITY OFFICE
- MIXED USE

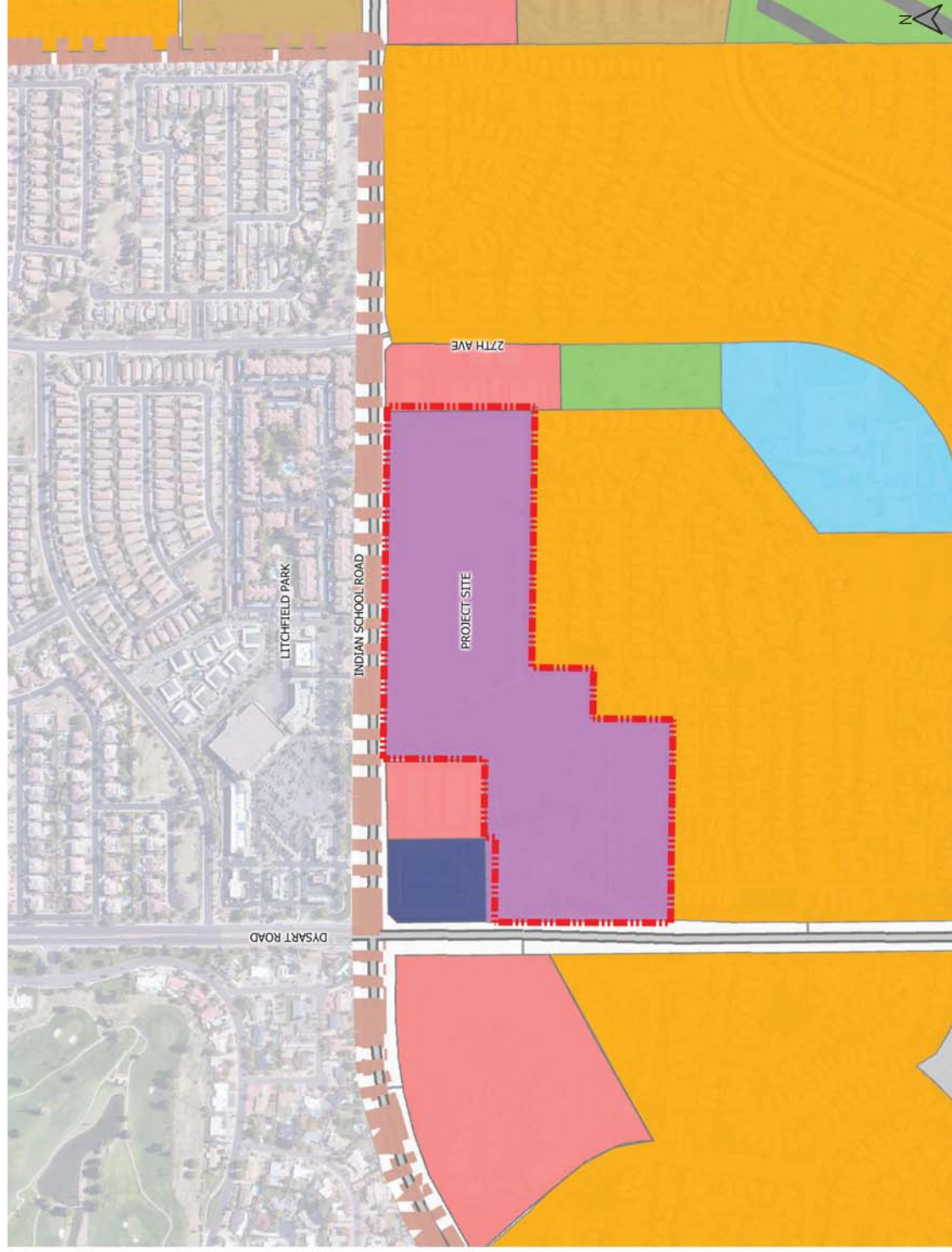


EXHIBIT 3: GENERAL PLAN MAP

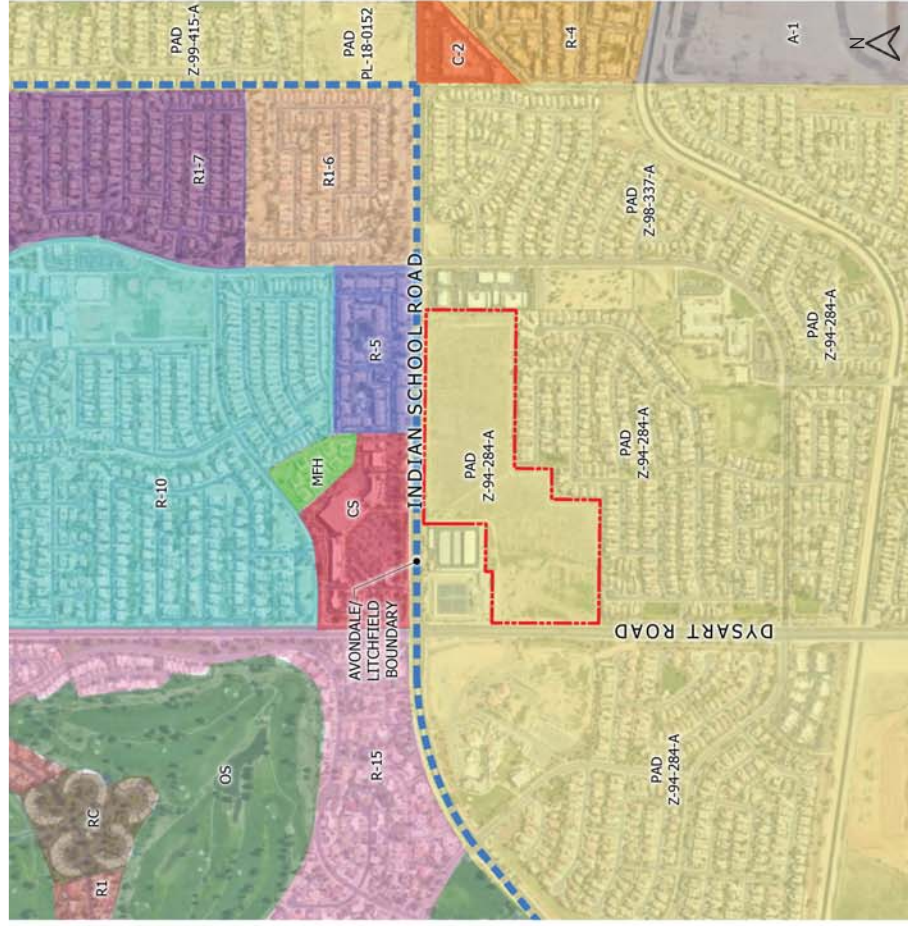


EXHIBIT 4: EXISTING AND PROPOSED ZONING

2.0 PROJECT DESCRIPTION

2.1 DEVELOPMENT PLAN: PROSE AT ASCEND, THE VILLAS AT ASCEND AND THE SHOPS AT ASCEND

Ascend's development plan includes a sophisticated, balanced residential project interwoven by amenities and open spaces unique to each district with connections to the Shops at Ascend. **See Exhibit 5: Land Use Development Plan.** The central component is the Prose at Ascend District, which includes a gated, 432-unit multi-family village with diversely-oriented 3-story buildings with fewer than 30 units in each, and which are interspersed with amenities to create a cohesive but intimate residential village rather than providing large-scale buildings with many units. The density in this portion of Ascend is 22.3 DU/AC and will have its primary access point Indian School Road and secondary access to Dysart Road through a shared drive through the Shops at Ascend. A large setback is maintained from the single-family residential neighborhood to the south, with 3-story buildings placed a minimum of 90' from the shared property boundary.

The Villas at Ascend includes a connected, single-family subdivision with shared amenity spaces in a gated-environment to establish a community of neighbors that is both private and community-oriented. The appeal of high-amenity, low-maintenance is attractive to households with growing families, first-time homeowners and the aging population. The attached, two-story homes will have individual, two-car garages located on a private drive, with the front door and porch located on a patio and will be configured in both three and four-plex buildings for a total of 125 units with a density of 10 DU/AC with rear entry. The Villas will connect to Prose through a path system at the southwestern corner of the district and a 20' minimum setback is maintained from the single-family residences to the south.

The Shops at Ascend will feature local retail and service uses that will be accessible from the residential Districts and scaled around the storage and water campus uses at the hard corner. The Development Plan contemplates a commercial area on Indian School and two commercial areas along Dysart and establish neighborhood scale commercial uses adjacent to the single-family community to the south which might otherwise be adjacent to a large-format commercial use under the original zoning for the Property.





PARKING DATA			
PARKING REQUIRED - VILLAS AT ASCEND	x 2.0 SPACES/OU	250 Spaces	
GUEST SPACES	x 1.0 SPACES/OU	125 Spaces	
TOTAL VILLAS AT ASCEND PARKING REQUIRED			375 SPACES
PARKING PROVIDED - VILLAS AT ASCEND			
GUEST SPACES		140 SPACES	36.61%
ADA		8 SPACES	1.97%
GARAGE		250 SPACES	61.43%
TOTAL VILLAS AT ASCEND PARKING PROVIDED			407 SPACES
PARKING REQUIRED - PROSE AT ASCEND			
1 BEDROOM	x 1.5 SPACES/OU	405 Spaces	
2 BEDROOM	x 1.8 SPACES/OU	284 Spaces	
GUEST SPACES	x 1.0 SPACES/OU	87 Spaces	
TOTAL PROSE AT ASCEND PARKING REQUIRED			776 SPACES
PARKING PROVIDED - PROSE AT ASCEND			
GUEST SPACES		562 SPACES	72.24%
ADA		16 SPACES	2.06%
GARAGE		200 SPACES	25.71%
TOTAL PROSE AT ASCEND PARKING PROVIDED			778 SPACES
TOTAL PARKING REQUIRED			1,151 SPACES
TOTAL PARKING PROVIDED			1,185 SPACES

SITE DATA									
RESIDENTIAL (PROSE AT ASCEND & VILLAS AT ASCEND)									
PARCEL	LAND USE	ZONING	GROSS ACREAGE	NET ACREAGE	*USABLE OPEN SPACE	*TOTAL OPEN SPACE	UNITS	NET DENSITY	
PARCEL 1 (PROSE AT ASCEND)	MODIFIED USE	R-4 MULTI-FAMILY	19.87 AC.	19.41 AC.	10.03%	5.84 AC.	30,09%	432 D.U.	22.3 D.U./AC.
PARCEL 2 (VILLAS AT ASCEND)	MODIFIED USE	R-3 SINGLE-FAMILY	13.57 AC.	12.50 AC.	11.04%	3.27 AC.	36.16%	125 D.U.	10.0 D.U./AC.
RESIDENTIAL TOTAL			33.44 AC.	31.91 AC.	10.13%	9.11 AC.	26.55%	557 D.U.	16.7 D.U./AC.
COMMERCIAL (SHOPS AT ASCEND)									
PARCEL	LAND USE	ZONING	GROSS ACREAGE	NET ACREAGE					
PARCEL 3 (SHOPS AT ASCEND)	MODIFIED USE	C-2	7.41 AC.	6.00 AC.					
PARCEL 4 (SHOPS AT ASCEND)	MODIFIED USE	C-2	2.22 AC.	1.79 AC.					
COMMERCIAL TOTAL			9.63 AC.	7.79 AC.					
TOTAL									
PARCEL	LAND USE	ZONING	GROSS ACREAGE	NET ACREAGE	*USABLE OPEN SPACE	*TOTAL OPEN SPACE	UNITS	NET DENSITY	
PROSE AT ASCEND	MODIFIED USE	R-4 MULTI-FAMILY	19.87 AC.	19.41 AC.	10.03%	5.84 AC.	30,09%	432 D.U.	22.3 D.U./AC.
VILLAS AT ASCEND	MODIFIED USE	R-3 SINGLE-FAMILY	13.57 AC.	12.50 AC.	11.04%	3.27 AC.	36.16%	125 D.U.	10.0 D.U./AC.
SHOPS AT ASCEND	MODIFIED USE	C-2	9.63 AC.	7.79 AC.					
TOTAL			43.07 AC.	39.70 AC.	14.57%	9.11 AC.	22.98%	557 D.U.	12.9 D.U./AC.

*OPEN SPACE PERCENTAGE CALCULATION PER NET ACREAGE

EXHIBIT 5: CONCEPTUAL LAND USE DEVELOPMENT PLAN

2.2 PROJECT CHARACTER AND THEME

The primary theme for Ascend is a modern, mixed-use environment with a transitional project character that is established through the architecture and amenities. The Ascend landscape is planned to compliment the modern-transitional character of the community. Landscape materials will be organized in patterns to bring emphasis to key arrival areas, pedestrian nodes or recreation areas. A variety of recreation activities and amenities are planned within each community providing residents of all ages with ample outdoor program supporting their daily needs.

2.3 CIRCULATION

The Project is located along Indian School Road, which is classified as 5 lane, Minor Arterial in the 2017 City of Avondale Transportation Plan (the “Transportation Plan”), and Dysart, which is classified as a 5 lane, Major Arterial. Both Indian School and Dysart are designated as “Roads of Regional Significance” in the General Plan and have paved, dedicated bike lanes that connect the Property to a city-wide network. The Transportation Plan depicts future bike lanes extending further down Indian School to the east as well as the buildout and full linkage of the Agua Fria River Trail and Roosevelt Multi-Use Path crossing the Agua Fria River. **See Figure 1: General Plan Circulation & Streets Classification Map, Figure 2: Maricopa Association of Governments Bikeways Map, and Figure 3: Avondale Transportation Plan Recommended Bicycle Network** below. Meandering sidewalks will be installed along both Dysart and Indian School.

The Prose district has two gated entrances including an access to Indian School Road as well as a connection through the Shops to Dysart Road, each with pedestrian access. **See Exhibit 6: Circulation Plan.** There will also be improvements to complete the sidewalk along the frontage of Dysart Road and Indian School Road.

The Villas have one full access through a gated-entry and one emergency only access point along Indian School Road. The internal streets include a network of 29' of tracts/ driveways where on-street parking is entirely prohibited, and parking will be permitted only in designated guest parking spaces through the Villas with convenient access to each. “No parking signs” will be provided along both sides of the private streets. Sidewalks will be provided within the landscaped paseo where the front doors are located instead of adjacent to the private streets.

Figure 1: General Plan Circulation & Streets Classification Map

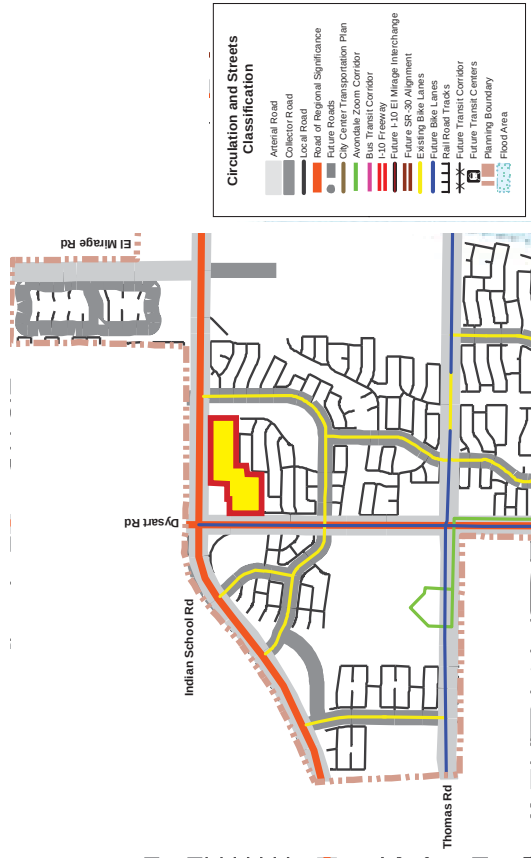


Figure 3: Avondale Transportation Plan Recommended Bicycle Network:

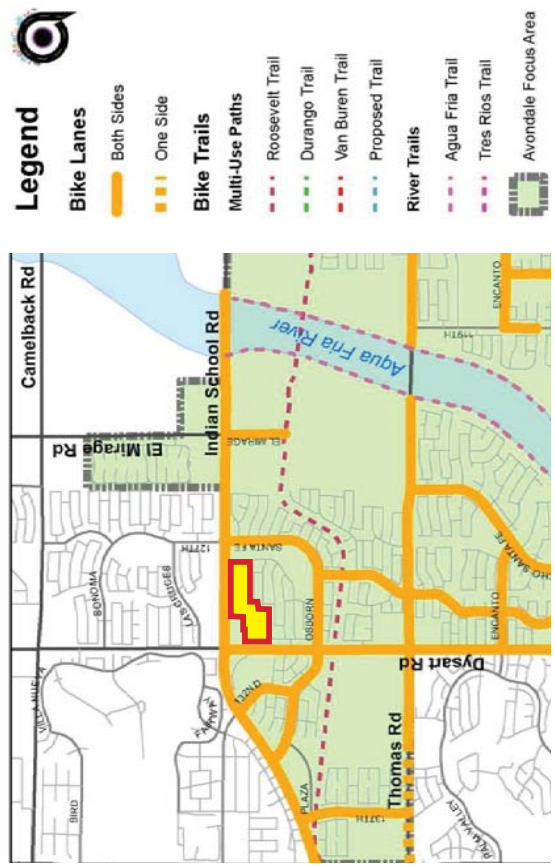
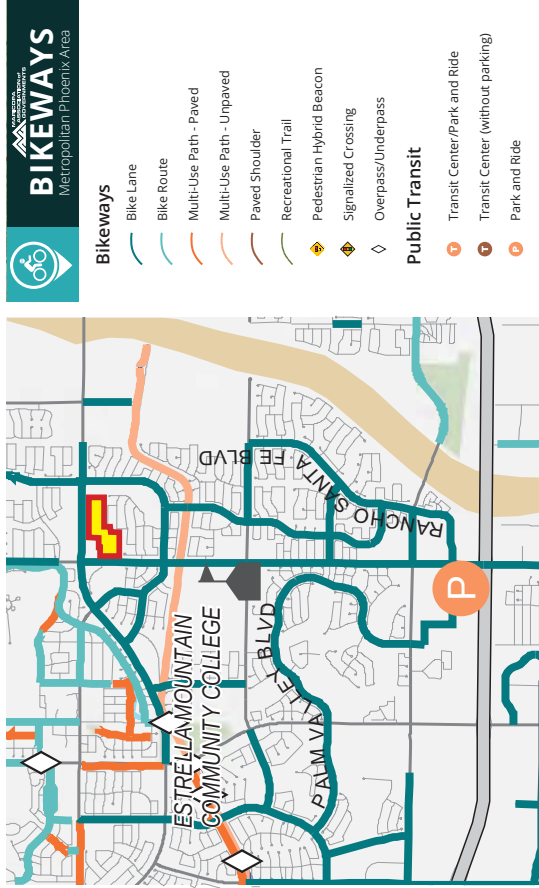


Figure 2: Maricopa Association of Governments Bikeways Map :



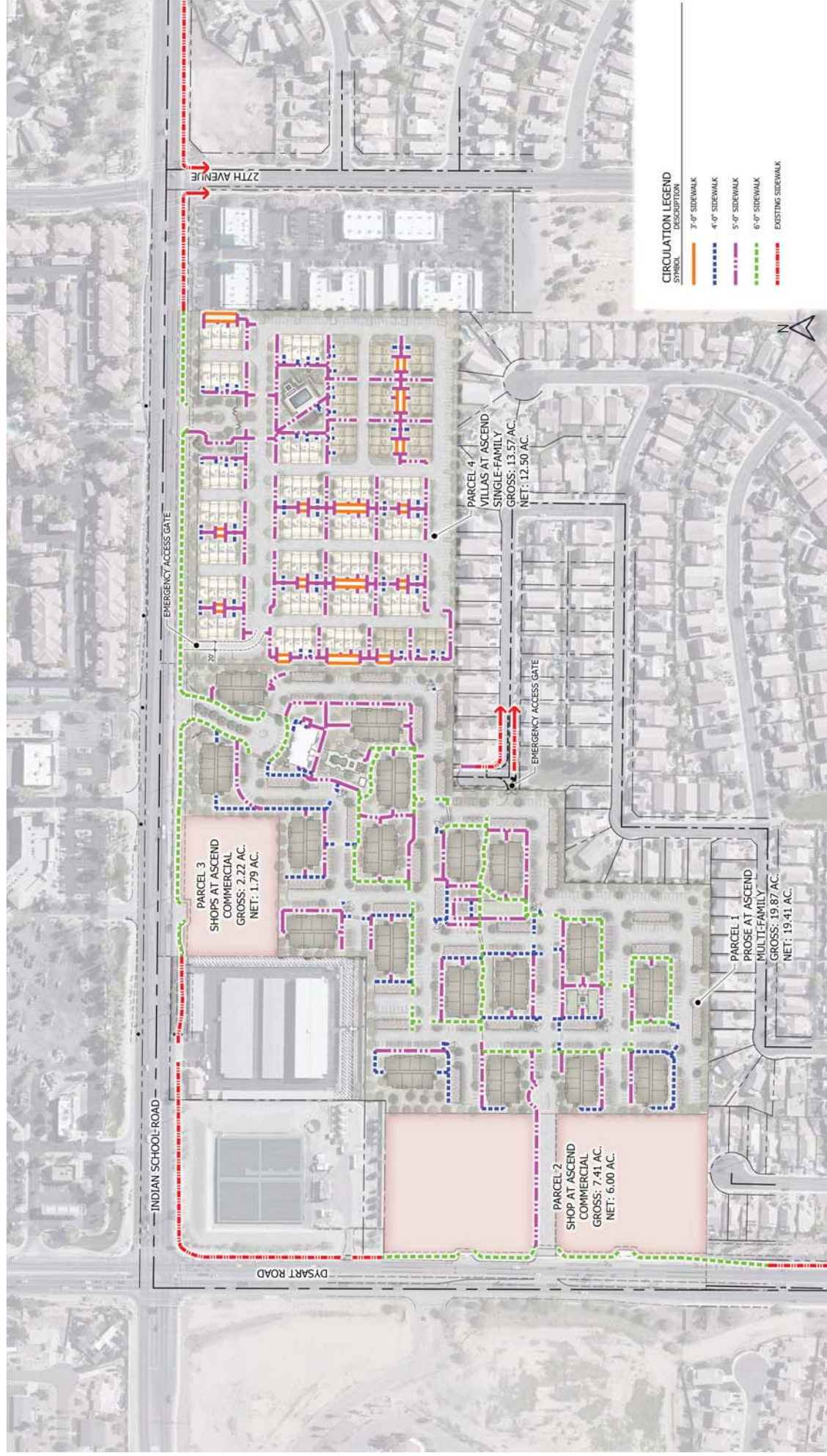


EXHIBIT 6: CIRCULATION PLAN

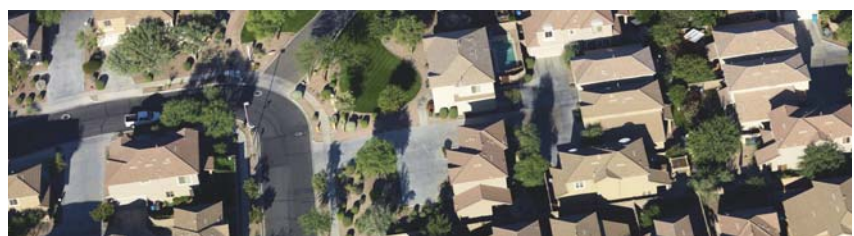
2.4 DENSITY AND LAND USE JUSTIFICATION

The proposed Ascend PAD will bring the current C-2 zoning into conformance with the current General Plan designation of Mixed-Use. The General Plan Mixed-Use category acknowledges that Mixed-Use developments can take multiple forms, with urban-style vertically integrated uses, as well as suburban-scale, horizontally-integrated uses. For both, Table 9 in the General Plan provides for a target density of 20 DU/AC for Mixed-Use projects and the Land Use description on page 45 provides they should be centered around:

“a core living environment, reflective of a village concept where residents can live, work, and recreate within the same development or close by. Basic criteria for development include: reasonable scale to the surrounding neighborhood, proportionate ratios for each use, and encouragement of alternative modes of transportation (such as bicycling or walking) and a well-conceived plan with access to and integration of transit facilities.”

Consistent with the “core village” goals as the dominant feature of Mixed-Use development, the central feature of the anticipated PAD for the Property is a residential village with two distinct housing options: (1) the multi-family Prose District at 22.3 DU/AC and (2) the single-family Villas at 10 DU/AC. The adjacent corner properties will remain C-2. The proposed acreages for each use are balanced for the suburban-scale, horizontal Mixed-Use development and established through this PAD which ensures a mixture of two-distinct types of dwelling units.

Together, the total gross residential area includes approximately 33.44 acres, with 557 total units for a total density of approximately 16.7 DU/AC. This density is within the intended density and housing mix of the Mixed-Use district as defined by the General Plan (detailed below) and as a result, is justified for purposes of the Zoning Ordinance and General Plan.



3.0 LAND USES AND DEVELOPMENT STANDARDS

The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply to Ascend except where explicitly stated otherwise in this PAD. This PAD sets forth the development standards and uses for Ascend and should a conflict exist between any provision in this PAD and the applicable Avondale Zoning Ordinance and applicable Subdivision Regulations, this PAD will govern. The Sections below detail the permitted and conditionally permitted uses and applicable development standards for the Ascend districts. Deviations are noted in bold, and all uses not specifically provided for herein are prohibited unless a subsequent determination by the Zoning Administrator finds a specific use to be analogous to a permitted or conditionally permitted use. The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

3.1.1 RESIDENTIAL PERMITTED USES

Table 2: Residential Land Uses for Prose, Villas, compared to R-4 and R-3, respectively

LAND USE	Avondale R-4	Prose at Ascend	Avondale R-3	Villas at Ascend
Assisted Living Facility	C	C	C	C
Boarding House	C	-	C	-
Child care in the home for four (4) or fewer children not related to the residents, as an accessory to the primary residential use of a dwelling	P	-	P	-
Child care in the home for five (5) to ten (10) children not related to the residents, as an accessory to the primary residential use of a dwelling.	C	-	C	-
Child Care Center in conjunction with a Place of Worship	C	C	C	C
Community Garden, one acre or less	P	P	P	P
Convalescent Home	C	-	C	-
Group Home	P	P	P	P
Home Occupation, as an accessory to the primary residential use of a dwelling.	PC	-	PC	-
Manufactured or Mobile Home	-	-	-	-
Multi-Family dwelling	P	P	P	-
Nursing Home	C	C	C	C
Park and recreation areas, public	P	P	P	P
Place of Worship	C	C	C	C
Public utility facility required for local service	PC	PC	PC	PC
Public utility facility with the exception of those allowed as a Use Permitted with Conditions above	C	C	C	C
School, public	P	P	P	P
Single-Family attached dwelling	P	P	P	P
Single-Family detached dwelling	-	-	P	-

P = Permitted Use C = Conditional Use Permit Required PC = Permitted with Conditions A = Accessory Use

- = Not Permitted

3.1.2 RESIDENTIAL DEVELOPMENT STANDARDS

The Residential Development Standards below, **Table 3, Residential Development Standards** shall replace the development standards as shown in the City of Avondale Zoning Ordinance. Deviations from the City's standard are shown in **bold**. The proposed modifications support the development of adjacent residential communities to existing uses that are infill and established with the predetermination of the uses that surround them. As a result, some setback modifications are warranted. Further, unique standards are required for the Villas to create individual lots for each of the attached units, while maintaining the traditional look and feel very of a typical condo-platted, attached and rear-loaded community with similar building-to-building separation, and buildings separation from the private streets. The below proposed setbacks from the lot line will help facilitate more community open space to occur outside of the individual homeowner's lots. **See Exhibit 7, Residential Setback Exhibit** after **Table 3**.

Table 3: Residential Development Standards

	Avondale R-4	Prose at Ascend	Avondale R-3	Villas at Ascend
Maximum units allowed	1 unit for every 1,452 sf net site area	No Change	1 unit for every 3,630 sf net site area	No Change
Minimum lot width	50'	50'	50'	25'
Minimum lot depth	100'	100'	100'	65'
Maximum height	45'	45'	30'	30'
Maximum building coverage	50%	50%	45%	60% ***
Minimum setbacks: Front Yard	25'*	25'*	25'	2'
Side Yard	15'**	15'**	15'**	3'
Rear Yard	15'	15'	15'	2'
Street Side and/on Private Vehicle Tract	25'*	25'*	20'	3'
Minimum 3-Story Setback Adjacent to SF****	75'	90'	N/A	N/A
Minimum setback to single-family for Villas	N/A	N/A	N/A	20'
Minimum Garage Setback from Back of Curb	N/A	4'	N/A	4'
Minimum Building Setback from Back of Curb	N/A	8'	N/A	8'
Minimum Building Separation	N/A	20'	N/A	20'
Minimum Building Setback from Arterial Road	N/A	20'	N/A	20'
Minimum Building Setback from Property Boundary	N/A	15'	N/A	N/A

* May be reduced to eight (8) feet for buildings with individual dwelling units that front onto a residential street and that provide direct access from residential units to the public sidewalk (e.g. townhomes or walk-up apartments). As it relates to this provision, direct access shall be defined as the shortest feasible paved connection to the public sidewalk from the entrance of a residential unit(s). Direct access shall not require pedestrians to navigate through internal sidewalks and exit through a centralized location in order to access the public right-of-way.

** Zero (0) feet for lots with common walls; fifteen (15) feet for lots with no common walls.

*** Building coverage to be calculated by dividing the total building ground floor area from the total single-family net site area (minus the private street).

**** Does not apply to Villas at Ascend

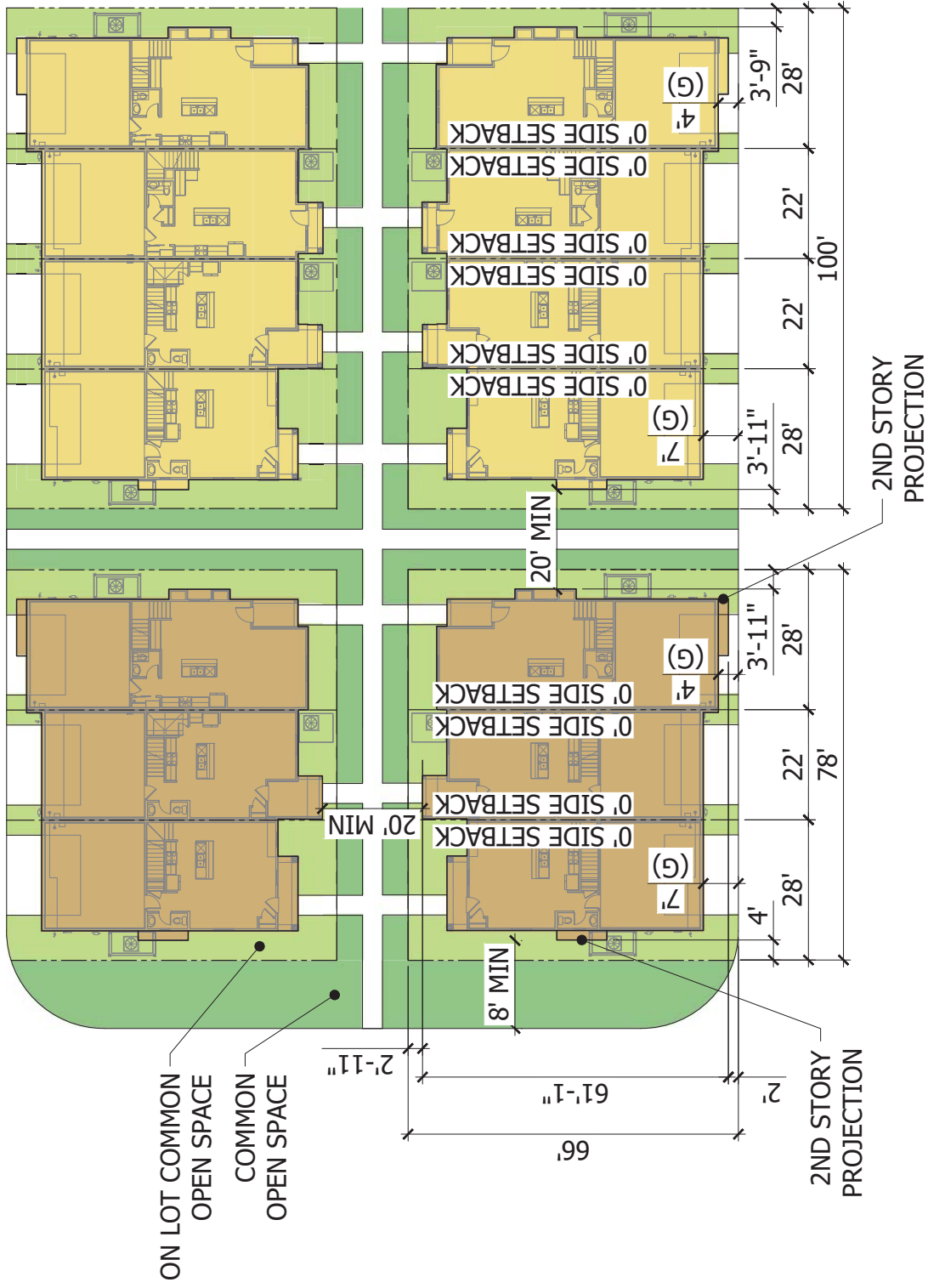


EXHIBIT 7: RESIDENTIAL SETBACKS

3.2.1 COMMERCIAL USES

The Shops at Ascend will include the historically permitted C-2 use list in place at the time of this PAD, which are provided for reference below. No deviations to the permitted uses are requested.

Table 3: Permitted Commercial Land Uses in C-2

USE	C-2
Administrative & Financial Uses	
Banks and financial institutions without drive-through, excluding non-chartered financial institutions	P
Banks and financial institutions with drive through, excluding non-chartered financial institutions	PC
Non-chartered financial services	C
Professional offices	P
Automobile Related Uses	
Automobile rental facility with no on-site storage	P
Automobile rental facility with on-site storage	PC
Automobile service and diagnostic facility	PC
Automobile boat, recreational vehicle, or motorcycle, sales and/or leasing	PC
Car wash, accessory to gas station	A
Car wash, self-service	C
Car wash, full-service	C
Gas station with or without convenience store and/or car wash	C
Tire sales, repair and mounting	PC
Truck stop, including wash	-
Truck, trailer, and equipment rental	C
Eating & Drinking Establishments	
Bar	PC
Brewery, ancillary to a bar or restaurant	P
Liquor stores	C
Mobile food vendor	P
Outdoor dining	A
Restaurant, with drive through	PC
Restaurant, without drive-through	P
Sidewalk café	A
Wine bar	PC
Education, Religious & Institutional Uses	
Adult daycare	PC
Assisted living facility	-
Child care center	C
College or university	-
Community garden, one acre or less	P
Employment agencies- Excluding day labor	P

Libraries	P
Museums and cultural centers	P
Places of worship	P
Preschools and similar uses	C
Public service and non-profit community use	C
Public Uses	P
Public utility buildings, structures, uses, facilities, and equipment	PC
School businesses, technical or vocational	-
Substance abuse treatment	-
Substance abuse detoxification	-
Entertainment and Recreation Uses	
Amusement parks, outdoor	-
Aquarium	-
Art Gallery	P
Bingo Hall	-
Bowling Alley	P
Commercial race track, outdoor	-
Commercial sporting complexes	-
Concert facilities, outdoor	-
Convention centers and exhibit halls	-
Health and exercise center	P
Ice or roller skating rink, indoor	P
Indoor commercial recreation/ entertainment uses not otherwise listed	P
Movie theater, indoor	P
Night club	C
Outdoor commercial recreation/ entertainment uses not otherwise listed	-
Reception centers	C
Rodeo grounds, outdoor	-
Shooting range	C
Social/ private clubs	PC
Stadiums	-
Swimming club	-
Theater, excluding movie theater	P
Video arcade, game room	P
Zoo	-

General & Intense Retail Uses	
Antique store	P
Business support services – photocopy, office supply stores, and package delivery services	P
Cigar bar/ tobacco lounge / smoke shop	C
Consignment shops	P
Equipment sales and rentals	-
Mini-storage warehouses and personal storage	C
Non-consignment secondhand retail store	P
Pawn Shop	C
Plant Nursery	-
Retail sales of new merchandise within closed buildings, excluding liquor stores	P
Retail/ wholesale sales of lumber, landscaping and building materials, excluding outdoor storage	-
Specialty retail, indoor, excluding liquor stores	P
Surplus Store	P
Thrift Store	PC
Lodging	
Hotel, excluding Extended Stay Hotels	P
Resorts	P
Caretaker quarters, including overnight security	A
Medical	
Emergency medical care facility	P
Funeral home	P
Hospitals	P
Massage Therapy (medical)	P
Medical, dental or health offices, clinics and laboratories, excluding plasma centers and medical marijuana uses	P
Plasma centers	C
Rehabilitation facilities and hospitals, excluding facilities for substance abuse and detoxification	P
Veterinary hospital, offices and clinics, excluding animal boarding	PC
Mixed Use	
Residential, upper floor	P

Personal Services	
Appliance service and repair	P
Art studio	P
Barber shop/Beauty Salon	P
Body piercing studio	P
Clothing alteration, custom dressmaking, or tailor shop	P
Dance studio	P
Dry cleaning and laundry establishment, pick-up and drop-off only	P
Laundromat, self-service	P
Massage or day spa	P
Music Studio	P
Nail Salon	P
Pet boarding and daycare facility	PC
Real estate offices	P
Specialty services	P
Tanning Salon	P
Tattoo parlor	P
Ticket and travel agency	P



3.2.2 COMMERCIAL DEVELOPMENT STANDARDS

The Shops at Ascend modify otherwise applicable development standards as provide in **Table 4, Commercial Development Standards**, below, with deviations from the City's standard are shown in **bold**. The deviations proposed facilitate adjusted development standards in relation to the Prose District as reductions are justified given the known adjacency of uses.

Table 4: Community Commercial Development Standards

	C-2	The Shops at Ascend
Minimum Lot Width	None	None
Minimum Site Depth	None	None
Maximum Lot Coverage	None	None
Maximum Building Height	30'	40'*
Front Setback	20'	20'
Street Setback	20'	20'
Rear Setback	20'	10'
Side Setback	15'	10'
Parking Setback	30'	15' from Prose, 25' from shared Sage Creek property line, 15' from all other
Interior Setback	None	None
Setback from a Residential District or Use	50'	10' from Prose, 25' from Sage Creek property line
Parking Setback from a Residential District or Use	25'	15'
Maximum Accessory Structure Height	15'	20'*

*Stair-Step' Max Height from 30' to 40' at 1:1 ratio from adjacent residential and includes accessory structures



4.0 OPEN SPACE, THEMING, AND LANDSCAPING

4.1 OPEN SPACE, TRAILS, AND PARKS

As a mixed-use environment, the Ascend project includes open space that is unique to each of the uses rather than in a communal format typical of a master-planned community PAD. The Prose District will achieve 20% usable open space through a highly-programmed network of amenities that includes passive and active recreation that are easily accessed through an internal network of paths and all age groups. In lieu of the requirements otherwise applicable in Section 206.B.2.e of the Avondale Zoning Ordinance, the average private open space area across the project shall be 57 square feet as the project has been designed with an open space system that is in close proximity to every building and connected by a trail as shown in the Conceptual Open Space Plan. The Villas District will achieve 15% usable open space through a major central amenity that includes a pool area, shade structure with restroom as well as children's play areas all connected via a comprehensive trails network within the property. Both Districts will have community swimming pools and associated clubhouse facilities.

The Ascend project provides for a comprehensive open space network with planned recreation activities servicing the residents of each community. Residents within each neighborhood will enjoy a trails network which provides clear access to programmed areas. The open space areas will integrate similar or complimentary materials to ensure the aesthetics of the community are integrated within the overall Ascend project.

Residents of Ascend will also enjoy living in close proximity to several of Avondale's major park amenities including Friendship Park, which is approximately 2.5 miles south of the Project.

4.2 CHARACTER AND THEME

The Ascend project utilizes a blend of modern materials to create a common design aesthetic between each proposed community, while providing for individuality to create emphasis on key site features.

Residents will be greeted upon arrival at the Villas District with a faceted entry feature which integrates a modern transitional masonry with accents of brick complementing the interior residential architecture. The landscape is organized in a formal pattern to create emphasis within the entry courtyard. The height of the palm trees at the entry signifies the arrival point with supporting tree canopy providing much needed shade over the walkways leading into the community.

The Prose District makes use of similar materials, using them in larger forms to complement the scale of the community. A decorative column combined with a painted masonry and brick accent provide for a more modern character at the project arrival. The landscape is also organized in a formal pattern to create emphasis on the arrival while creating scale against the buildings and providing for shade in the pedestrian realm.

4.3 WALLS AND MONUMENTATION

The project entry features integrate modern materials into transitional forms and masses, creating a cohesive, but unique character between the Villas District and the Prose District. The Prose District employs a long arrival experience, pulling residents, prospects, and visitors alike through the arrival leading to the primary amenity and clubhouse. Organized landscape provides a visual framework and structure providing emphasis on the project's arrival and site features.

The Villas District employs an entry courtyard experience for residents and visitors. Decorative wall panels create a structured area that is patterned with landscape materials creating a visually interesting and appealing layering of colors and textures. The entry courtyard opens on the planned amenity area, showcasing the recreation activities within the community.

Where the Prose District and Villas District engage the perimeter arterial streets, an enhanced wall program is planned. A common materials palette integrates a modern transitional character along the community's frontage. Decorative pilasters combined with accent materials provide for articulation on the street scene. Variations in the application of the materials and colors provide for an interesting street aesthetic.

4.4 LANDSCAPE

The Ascend landscape programming is planned to compliment the modern transitional character of the community. Landscape materials will be organized in patterns to bring emphasis to key arrival areas, pedestrian nodes, or recreation areas. Canopy trees will be located adjacent to trails to provide shade for pedestrians as well as to provide scale against buildings and create structure within programmed areas. Landscape materials along Dysart Road and Indian School Road will be in accordance with the City of Avondale Street Tree Master Plan and applicable landscaping requirements of the City of Avondale. The Villas at Ascend will provide a minimum of 20' building setback from the shared property boundary with the existing homes to the south, where less than 30' is provided, 36" box shade trees shall be planted 20' on center for the length of the proposed home.



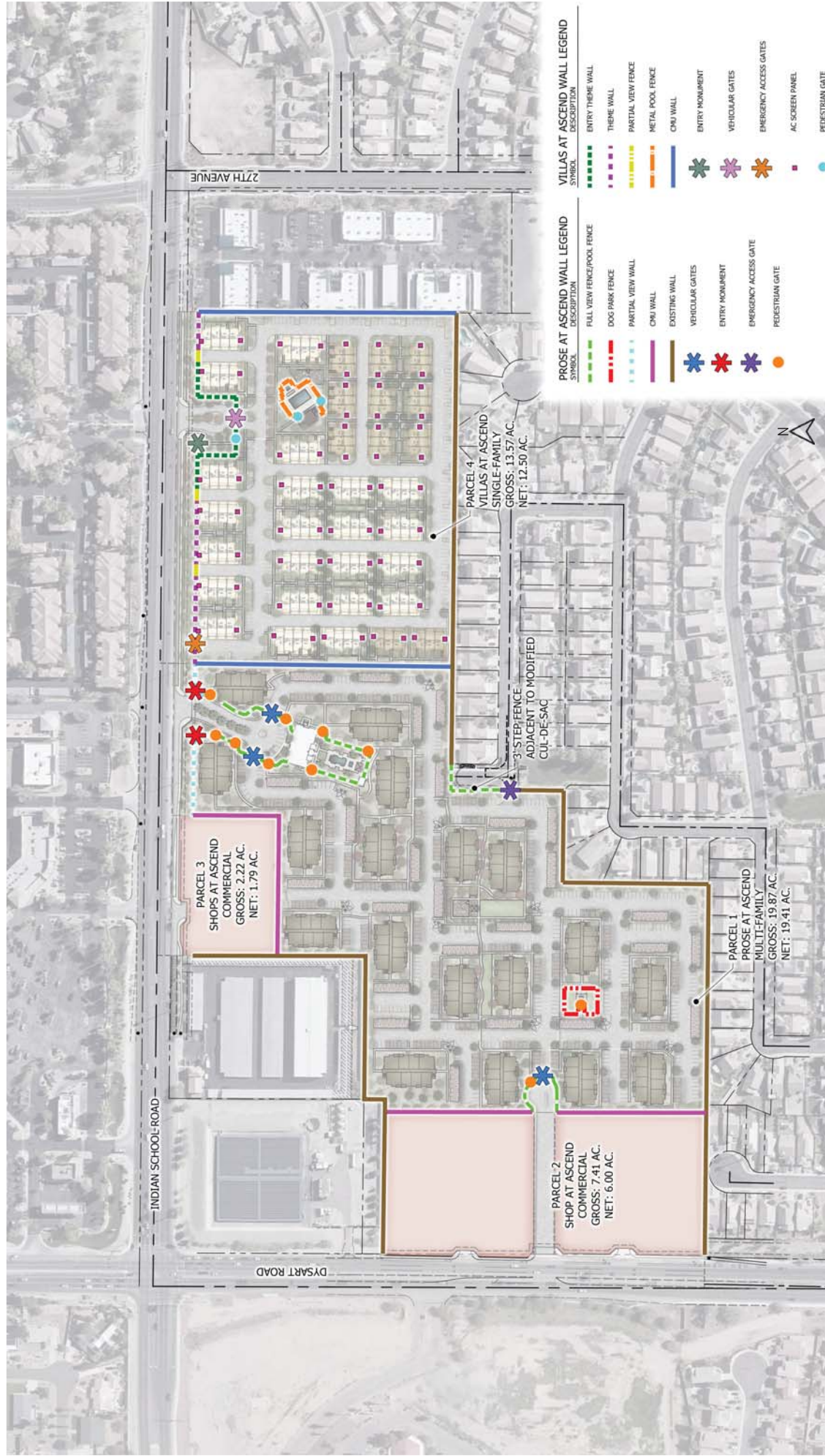


EXHIBIT 8: WALL PLAN

KEYNOTE LEGEND

- 1 BENCH
- 2 TOT LOT
- 3 PLAY STRUCTURE
- 4 ADA RAMP
- 5 SWING SET
- 6 SPA
- 7 LANDSCAPE AREA
- 8 LOUNGERS
- 9 METAL POOL FENCE
- 10 POOL
- 11 SIDEWALK CONNECTION TO TOWN HOMES ENTRY
- 12 POOL EQUIPMENT ROOM
- 13 SHADE STRUCTURE
- 14 RESTROOM BUILDING



EXHIBIT 9: AMENITY ENLARGEMENT - VILLAS AT ASCEND

- LEGEND
- ① TURF
 - ② BENCH
 - ③ STABILIZED DECOMPOSED GRANITE
 - ④ SIDEWALK
 - ⑤ PICNIC TABLE

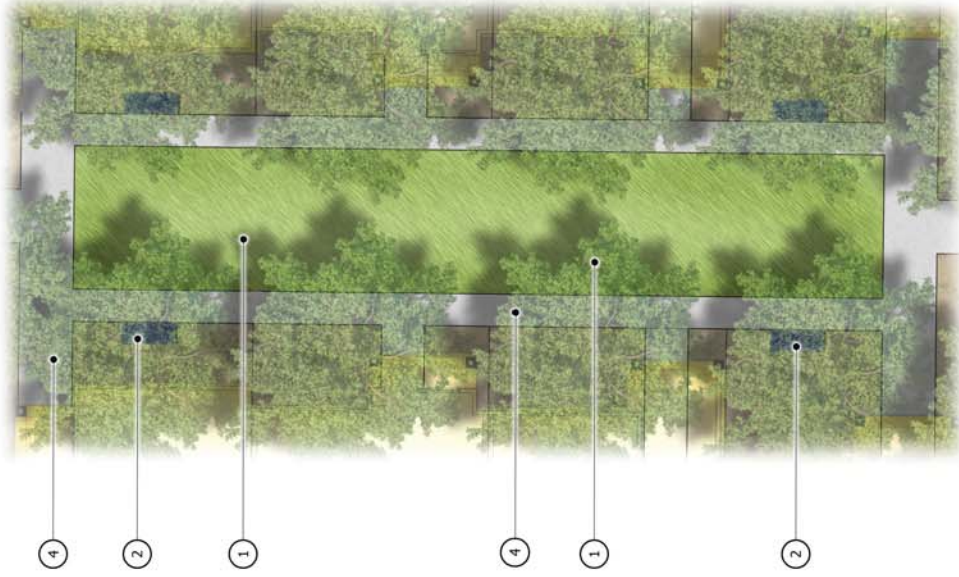


EXHIBIT 10: AMENITY ENLARGEMENT - VILLAS AT ASCEND - GAME LAWN AND COURTYARD

KEYNOTE LEGEND

- 1 CONCRETE SIDEWALK
- 2 LANDSCAPE AREA
- 3 POOL DECK
- 4 POOL
- 5 POOL FENCE
- 6 POOL EQUIPMENT ROOM
- 7 RAMADA
- 8 BBQ GRILL
- 9 SPA

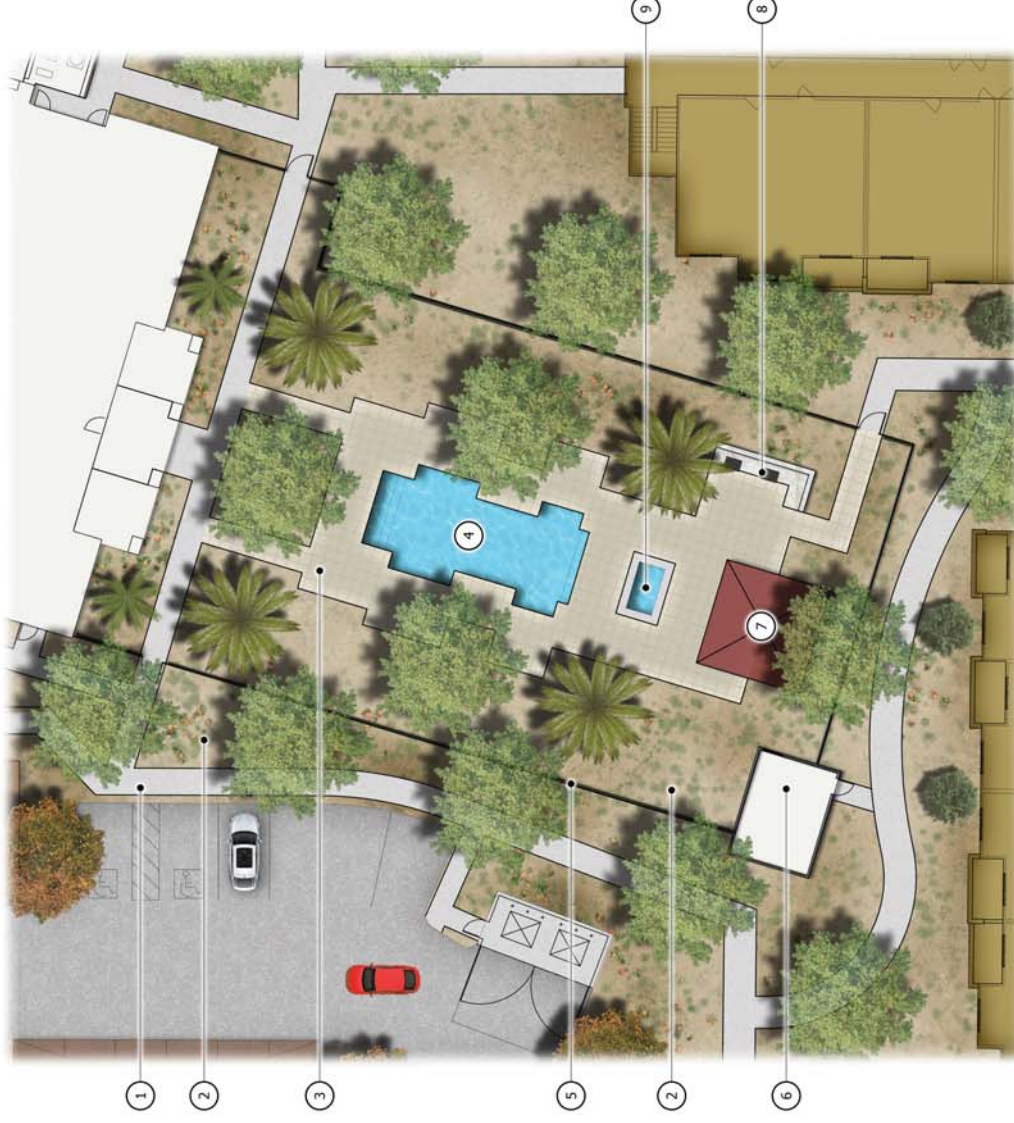


EXHIBIT 11: AMENITY ENLARGEMENT - PROSE AT ASCEND - POOL

KEYNOTE LEGEND

- 1 PLAY STRUCTURE
- 2 CONCRETE SIDEWALK
- 3 BBQ GRILL
- 4 RAMADA
- 5 TURF
- 6 LANDSCAPE AREA
- 7 BENCH
- 8 DOG PARK FENCE
- 9 PET WASTE STATION
- 10 SEATING AREA
- 11 DRINKING FOUNTAIN WITH CONCRETE PAD
- 12 COMPACTED DG

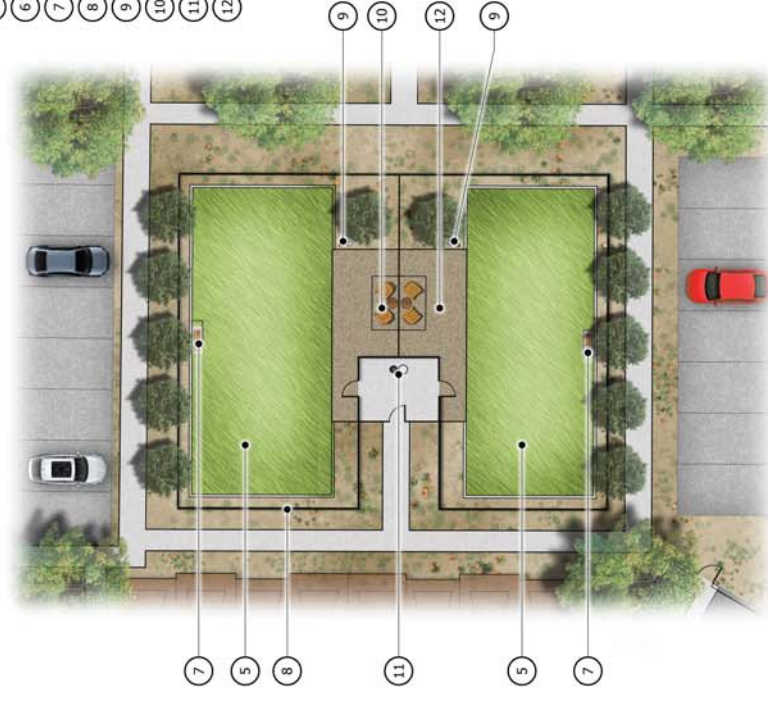
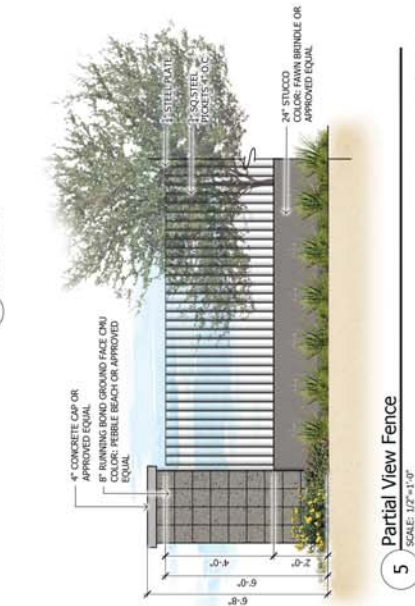
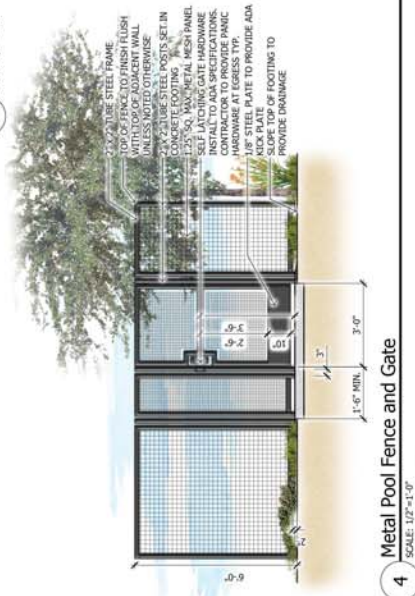
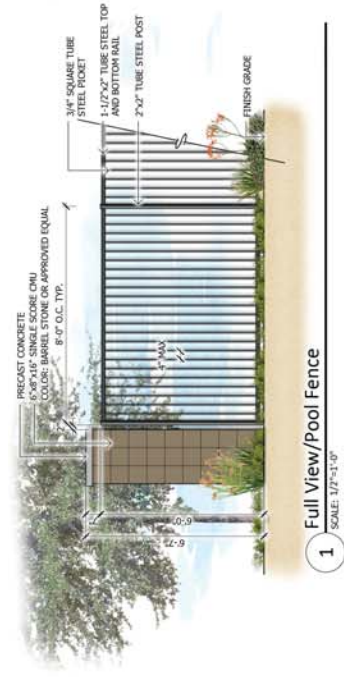


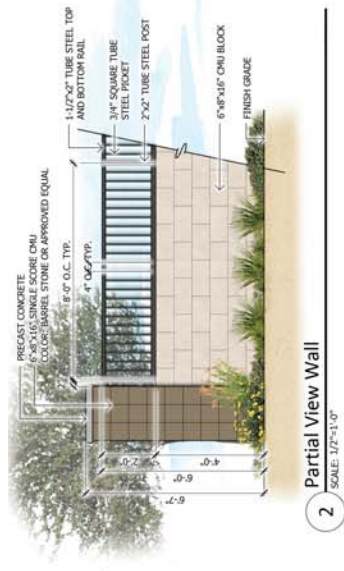
EXHIBIT 12: AMENITY ENLARGEMENT - PROSE AT ASCEND - DOG PARK AND TOT LOT

Not Used

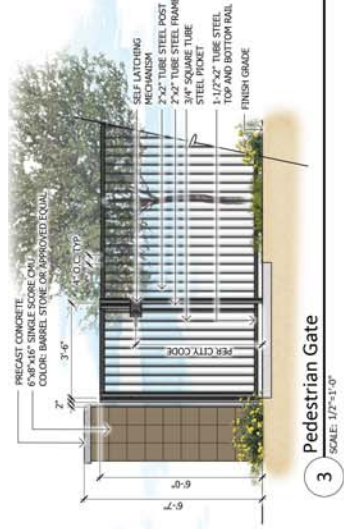




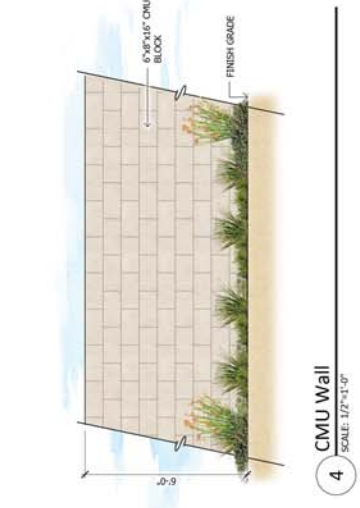
1 Full View/Pool Fence
SCALE: 1/2"=1'-0"



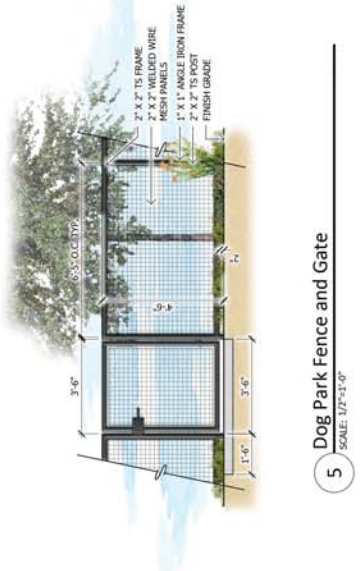
2 Partial View Wall
SCALE: 1/2"=1'-0"



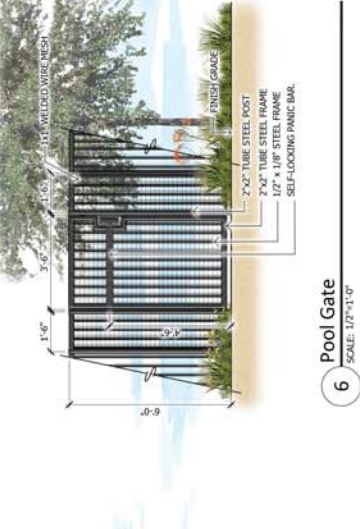
3 Pedestrian Gate
SCALE: 1/2"=1'-0"



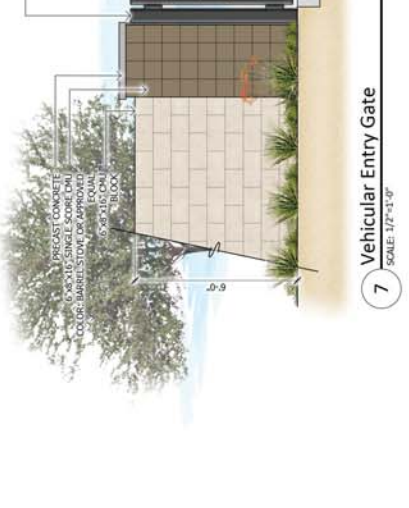
4 CMU Wall
SCALE: 1/2"=1'-0"



5 Dog Park Fence and Gate
SCALE: 1/2"=1'-0"



6 Pool Gate
SCALE: 1/2"=1'-0"



7 Vehicular Entry Gate
SCALE: 1/2"=1'-0"

EXHIBIT 15: WALL DETAILS - PROSE AT ASCEND

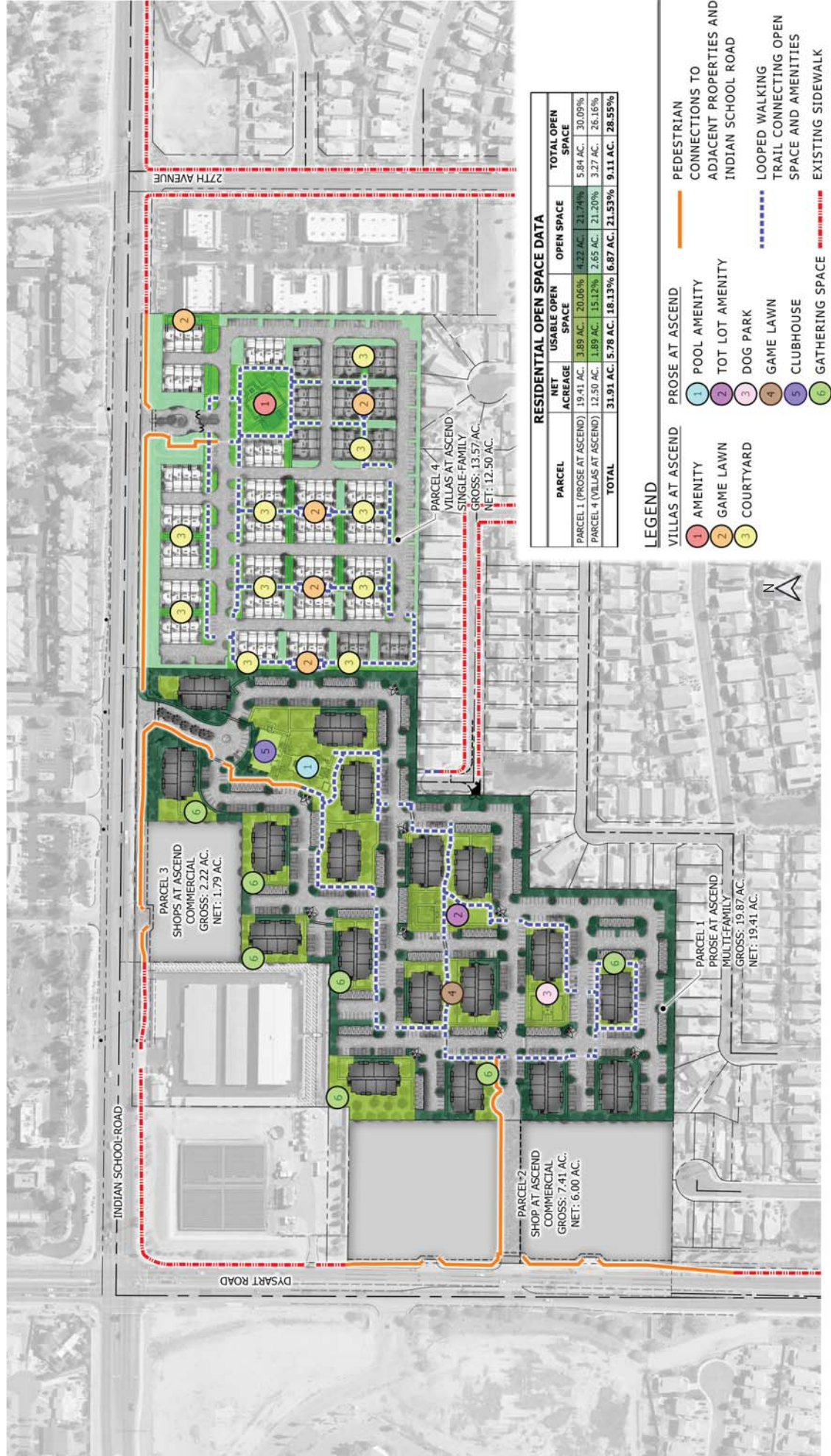


EXHIBIT 18: CONCEPTUAL OPEN SPACE PLAN

5.0 DESIGN GUIDELINES

The Project will be in conformance with both the Single-family and Multi-family Residential Design Manual, the Commercial and Industrial Design Manual except as provided in this PAD.

5.1 RESIDENTIAL

5.1.1 PROSE

As is acknowledged under the City's Multi-family Design Manual, the Zoning Administrator has latitude to interpret the qualitative and quantitative standards to provide flexibility so long as projects meet the intent of the Manual, which is guided by the over-arching goal of creating sustainable neighborhoods which promote walkable communities with plentiful open space amenities. The configuration of the site, which is a stair-stepped shape, lends to a layout that includes a diversity of buildings and placement. Rather than place large u-shaped or centrally located buildings, the Development Plan provides for a variety of buildings and open space placed throughout the Project. This design facilitates the placement of many distinct recreational and open space amenities throughout the Project and furthers the goals of both the Manual and General Plan. Several modifications to the Multi-Family Residential Design Manual are provided below and in final design, additional flexibility may be required, subject to Zoning Administrator approval.

SITE DESIGN

- X. *"Provide garages for development with more than 100 units. Garages should be attached and account for a minimum of twenty-five (25) percent of the required parking, excluding guest parking. Incorporate a portion of the garages under the living quarters to minimize standalone, long garage buildings."*

The Ascend residential buildings are 3-story and have a maximum of 30 units in each. The placement of garages will be in close proximity to each building and in small groupings and utilized as buffering buildings to the Sage Creek community, in lieu of attaching the garages to the buildings. The design of the garages mimics the roofline and scale of the single-story homes in Sage Creek.



OPEN SPACE AND AMENITIES

- D. "Aggregate open space in one large area rather than dispersing into smaller pieces and provide residents with access to open space within a 5-minute walk."*

To create a diversity in the open space programming and create views to the open space areas and accessibility, the open space areas are distributed throughout the project.

- I. "Usable open space may include".....
- a. Pedestrian walking paths that provide looped pathways within the community with branches that lead to community focal points for gatherings. A variety of walking paths are provided.
 - b. Interior areas of a clubhouse that may count towards usable open space.
 - c. Pool areas.
 - d. Play structures.
 - e. Dog parks.
 - f. Lawn areas where social gatherings can occur and residents can play lawn games such as corn hole and ladder ball.
 - g. Seating areas.
- L. "Design multi-use trails a minimum of (ten) 10 feet in width, lighted with low level security lights, and connect through the neighborhood as a green belt."

BUILDING DESIGN

- AA. For projects with more than 16 buildings, provide 3 color schemes.*

5.1.2 THE VILLAS

The single-family Villas are not a traditional product that the City's Single Family Residential Manual is geared toward. To account for the adjusted development standards and attached nature of the product, the following modifications and clarifications to the Single-Family Residential Manual are proposed.

2.2 ROOF ARTICULATION AND DESIGN

- B. "No adjacent home or directly across the street shall have the same elevation or roofline".*

The homes are attached and designed in blocks of three and four units such that this standard cannot be accommodated. However, diversity of architecture is achieved through the other application Design Manual standards. Further, no two elevations adjacent to one another will be permitted on the Indian School frontage.

2.5 REQUIRED HOME DIVERSITY, TABLE 1-1

"Single Family subdivisions shall include a diversity of architectural types as set forth in Table 1.1"

The diversity of architectural types for the Villas at Ascend are modified as follows:

- The minimum number of floor plans required for projects with 100+ units is 3, with 2 elevations per 3-plex building and 3 elevations for 4-plex buildings.
- The minimum number of roof styles required for projects with 100+ units is 3.
- The minimum number of color schemes required for projects with 100+ units is 4 different color schemes per elevation.
- The minimum number of roof colors required for projects with 100+ units is 3 different roof colors.

5.2 COMMERCIAL

The Shops at Ascend will follow the City's Commercial Design Manual.

5.3 ARCHITECTURAL CHARACTER

The Prose buildings incorporate design elements reminiscent of the modern farmhouse style, such as prominent gable roofs with exposed beam ends, centered windows, and metal window shade awnings. The pitched roofs feature flat concrete tiles with gable ends that accentuate vertical massing elements and provide varied roof lines. The single-story garage buildings incorporate the farmhouse style and roof variations to create a transition to the Sage Creek community.

Two different color palettes will be intermixed throughout the site to provide visual interest and sense of place. A variety of exterior materials including stone veneer, standing seam metal awnings and wrought iron balcony rails complement the warm earth tone stucco. At the 3-story buildings, the pedestrian scale is enhanced by elements such as recessed patios with low walls, textured stone veneer, and window awnings. Mechanical equipment will be roof mounted and fully screened from view, allowing for patios and landscaping around the building.

The Villas architecture will also incorporate design elements reminiscent of the modern farmhouse and craftsman styles. The modern farmhouse style incorporates board and batten to create depth and dimension, outlookers at the gables and brick veneer. Garage door designs will have an "X" detail to give the appearance of a barn door and gooseneck coach lights. The craftsman style shows truss tails at gables, siding (hardie board), stone veneer and tapered columns at the entry. The craftsman also has multi-paned windows and carriage style garage doors.

The Prose and Villas buildings have complementary architectural styles, sharing several design elements such as pitched roofs, select paint colors and stone veneer water table.

5.4 SITE DESIGN

Rather than concentrate large-urban form buildings, the project layout for all Districts focuses on building variety and variation to create a project that complements the areas around it- from the storage and commercial to the east and west, to the single-family to the south. Ascend marries transitions with landscaping and open space amenities to further establish the modern product diversity while taking cues from the adjacent projects that precede it. Avondale code requires 778 parking spaces in total for the Prose multi-family portion of the Project, with 2% (15) being ADA accessible. The proposed site plan depicts 780 total spaces with 2% (16) being ADA accessible, exceeding Avondale code standards.

To accommodate future resident access to EV Parking Spaces, the following standards will apply to the project in lieu of Avondale Zoning Ordinance Section 802.G. requirements. For Prose, 6 Level 2 Physical Charging Stations will be provided, with 32 Level 2 stalls within tenant garages, and conduit to an additional 22 stalls for a total of 60 EV Capable Spaces. For the Villas, Level 2 EV charging capability will be provided in 100% of the garages for all units. Due to the variety of vehicles with varying charging requirements and plugs, this will allow homeowners to be able to install a charging station that is compatible with their vehicle. The Villas will also provide level 2 EV charging capability for 3% of the required visitor parking. The foregoing standards may be amended the Zoning Administrator in recognition of any applicable technological advancements that justifies an alteration of these requirements.





EXHIBIT 19: CONCEPTUAL ARCHITECTURE ELEVATIONS - COLOR SCHEME 1



EXHIBIT 20: CONCEPTUAL ARCHITECTURE ELEVATIONS - COLOR SCHEME 2

[illegible]

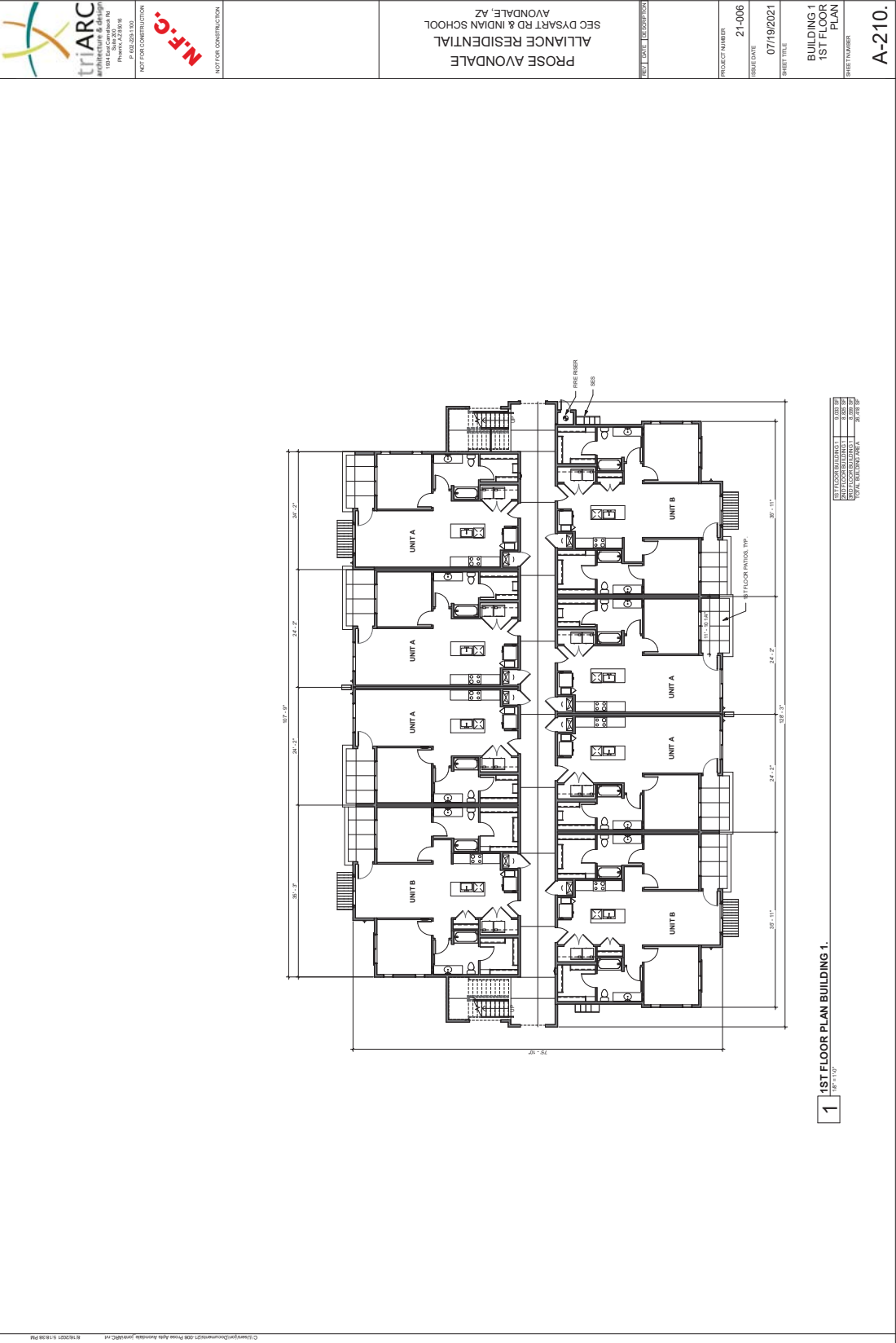


EXHIBIT 22: CONCEPTUAL ARCHITECTURE RENDERINGS - FLOOR PLAN - 1ST FLOOR

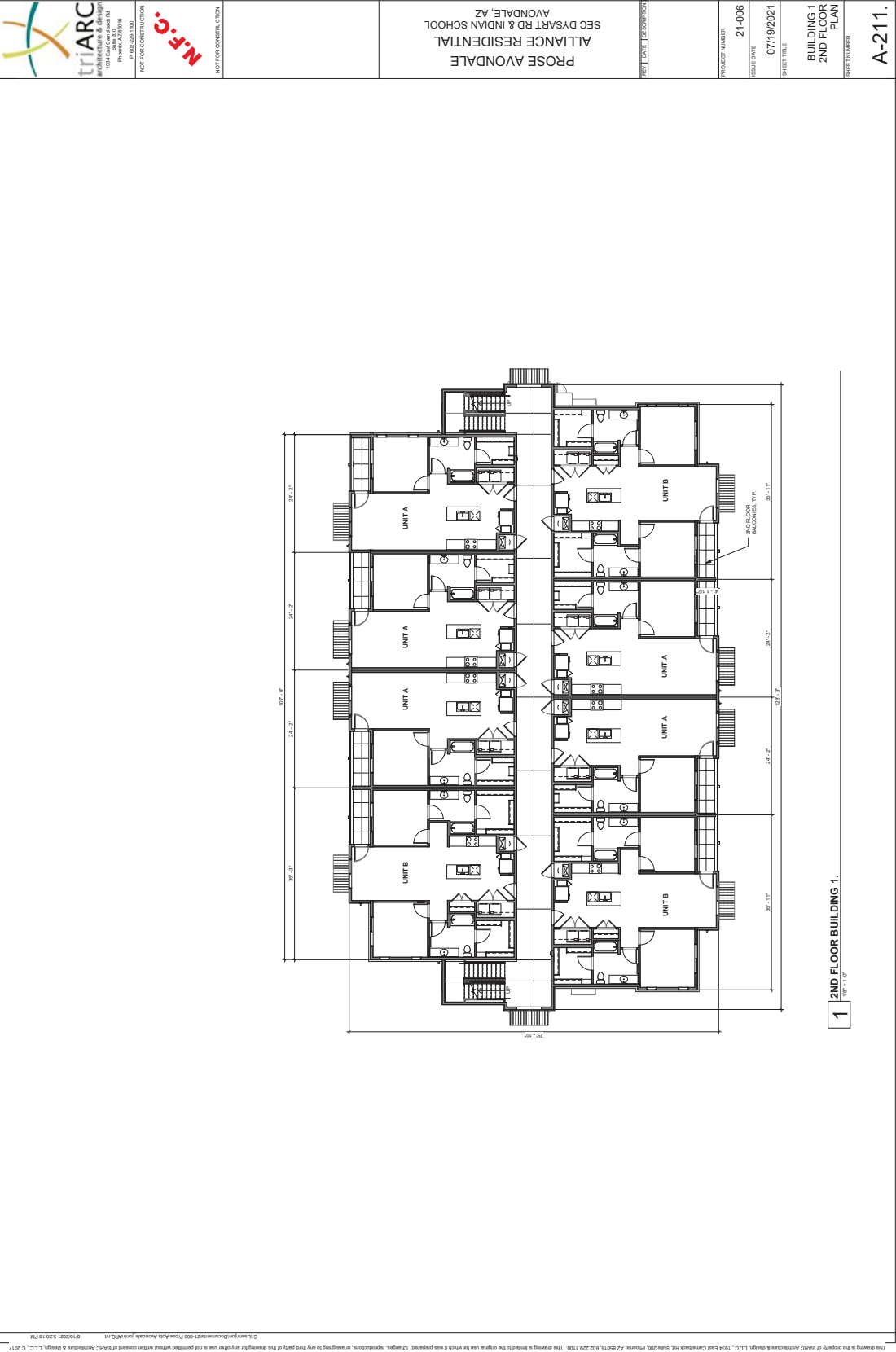


EXHIBIT 23: CONCEPTUAL ARCHITECTURE RENDERINGS - FLOOR PLAN - 2ND FLOOR

1 ELEVATION CLUBHOUSE FRONT. 10'-0" x 10'-0"

2 ELEVATION CLUBHOUSE RIGHT SIDE. 10'-0" x 10'-0"

3 ELEVATION CLUBHOUSE REAR. 10'-0" x 10'-0"

4 ELEVATION CLUBHOUSE LEFT SIDE. 10'-0" x 10'-0"

EXTERIOR FINISH LEGEND

PROJECT NUMBER: 21-006

SHEET TITLE: 07/22/2021

CLUBHOUSE ELEVATIONS

A-433



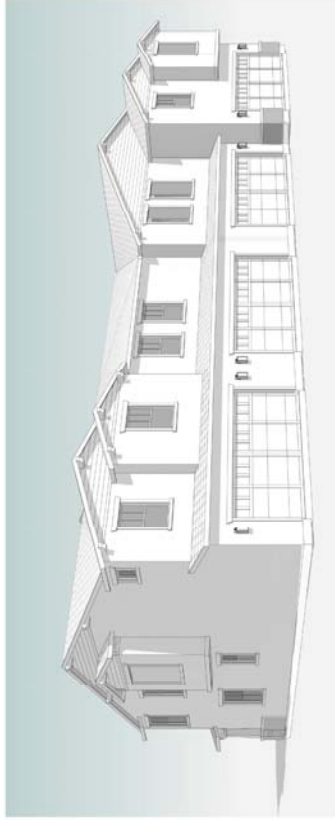
Front Elevation 01 - Craftsman

SCALE



Front Elevation 02 - Craftsman

SCALE



Rear Elevation - Craftsman

SCALE

Building Type 1

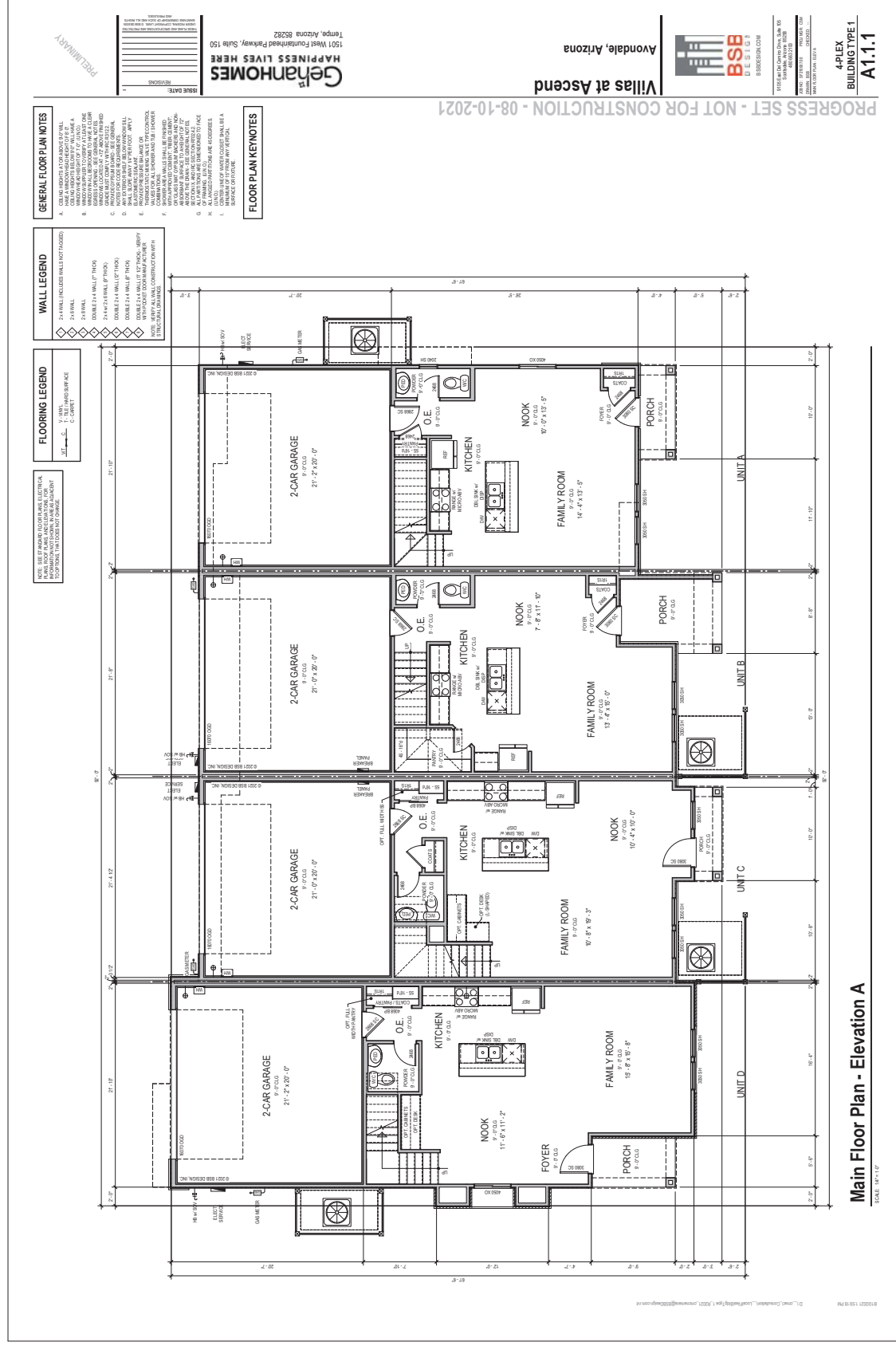
GehanHOMES
HAPPINESS LIVES HERE
Tempe, Arizona

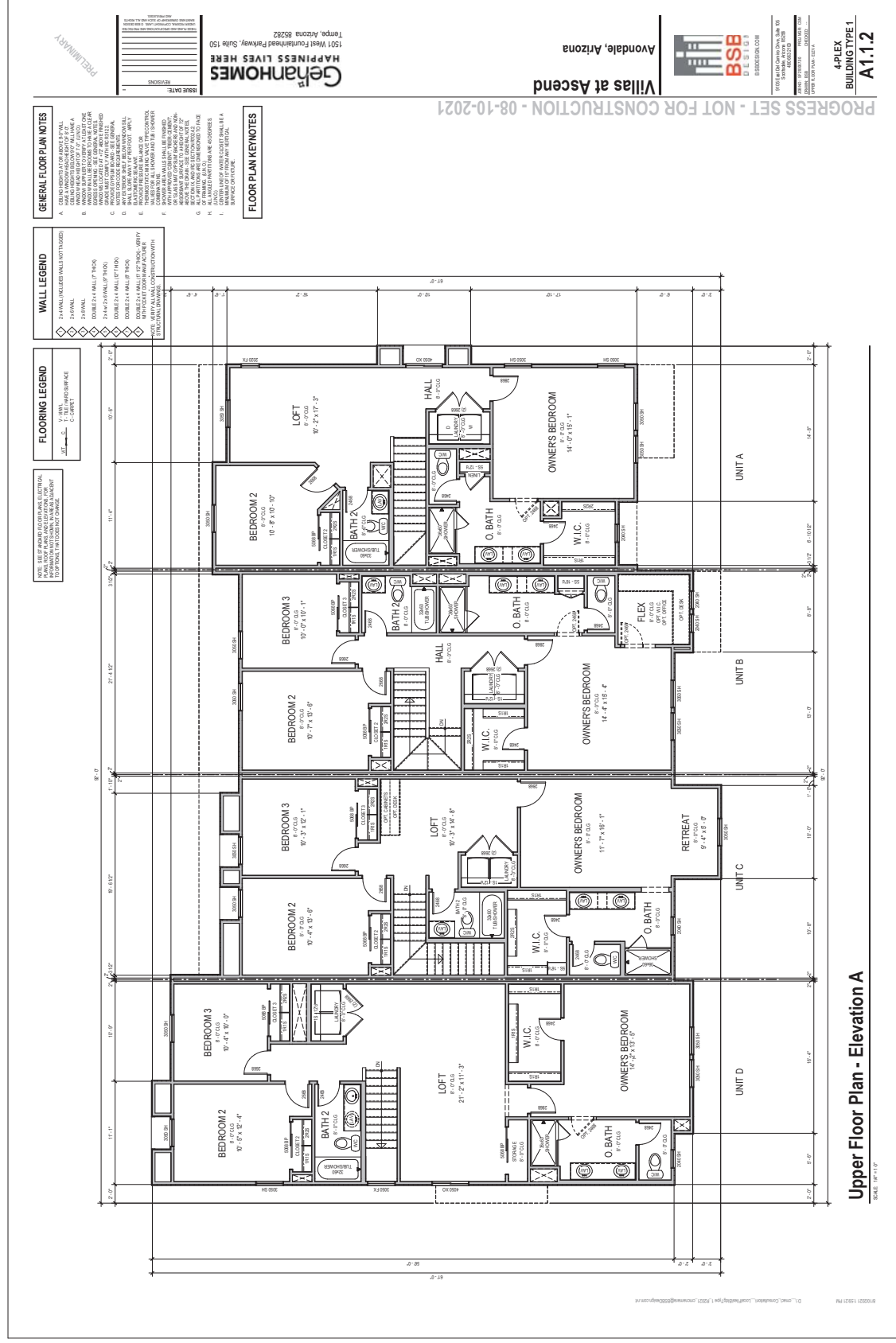
VILLAS AT ASCEND
Avondale, Arizona

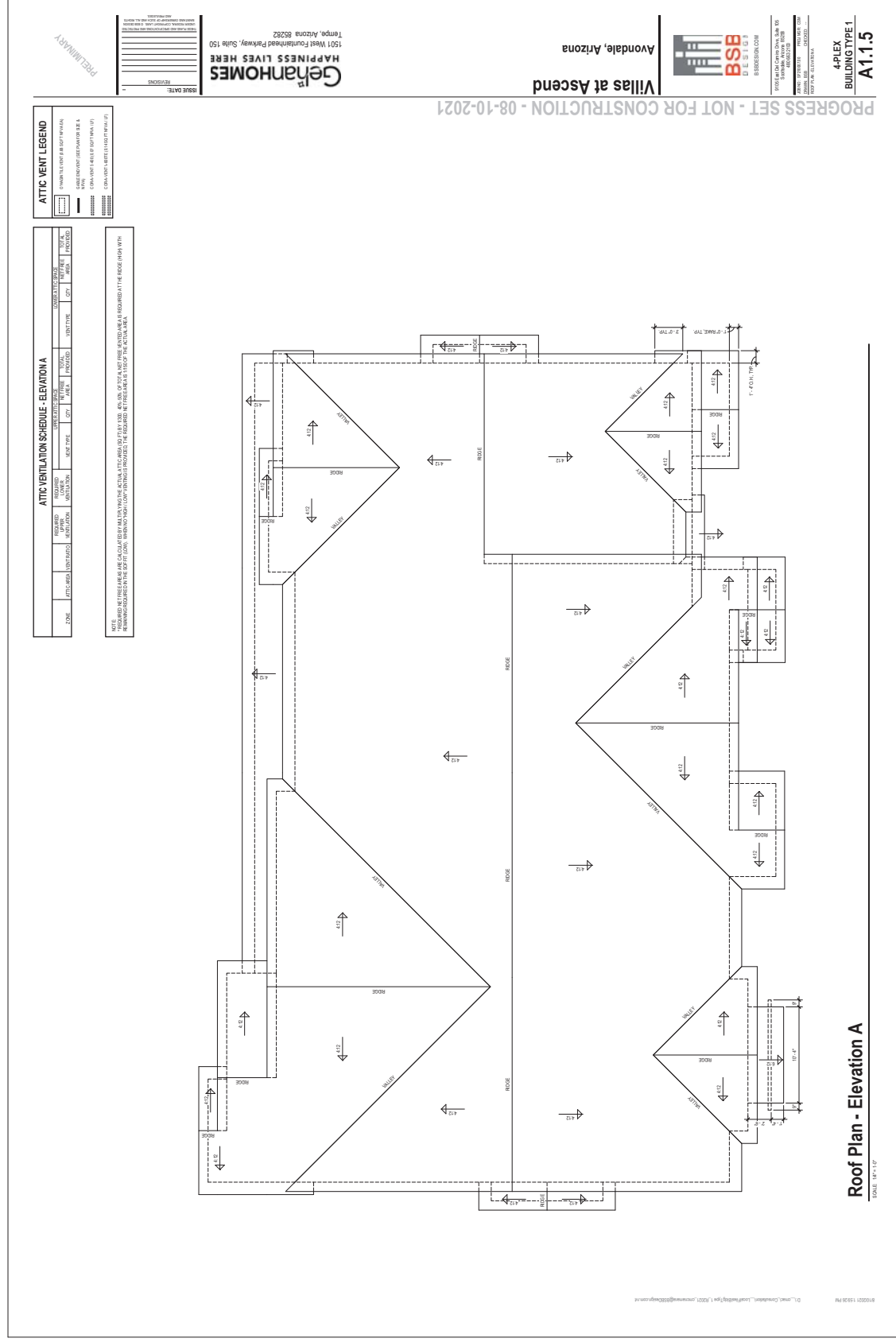


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August 10, 2021 | SP210007.00



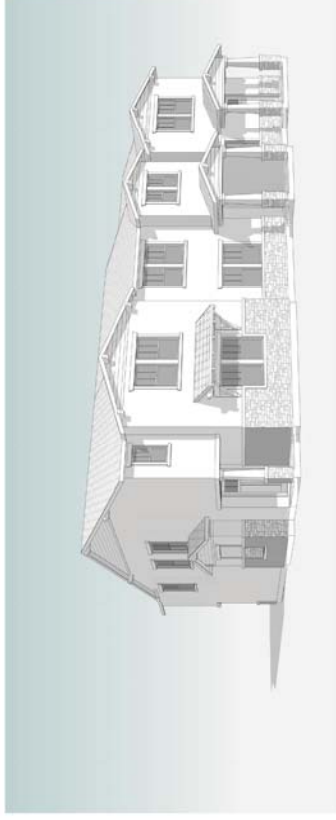






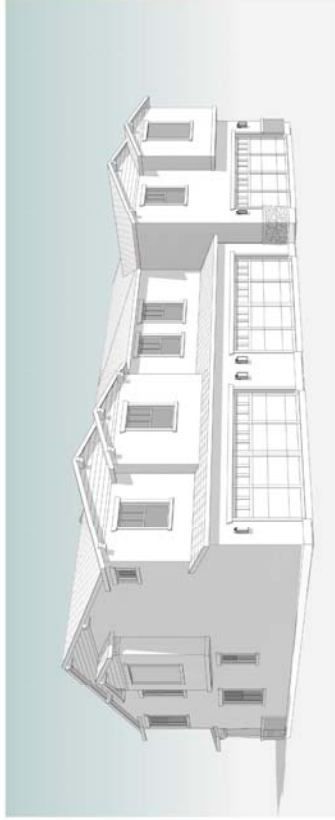
Front Elevation 01 - Craftsman

SCALE



Front Elevation 02 - Craftsman

SCALE



Rear Elevation - Craftsman

SCALE

Building Type 2

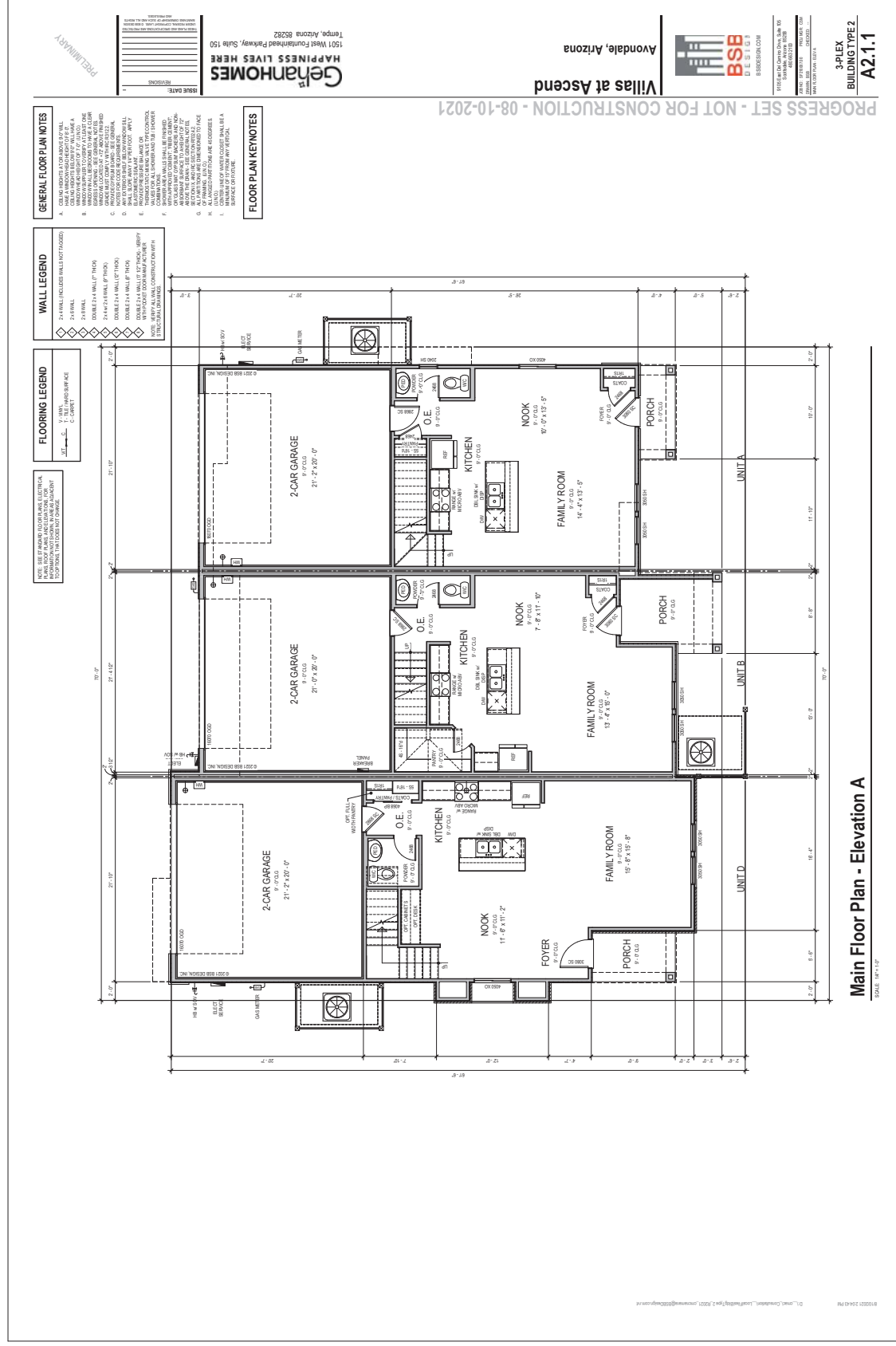
GehanHOMES
HAPPINESS LIVES HERE
Tempe, Arizona

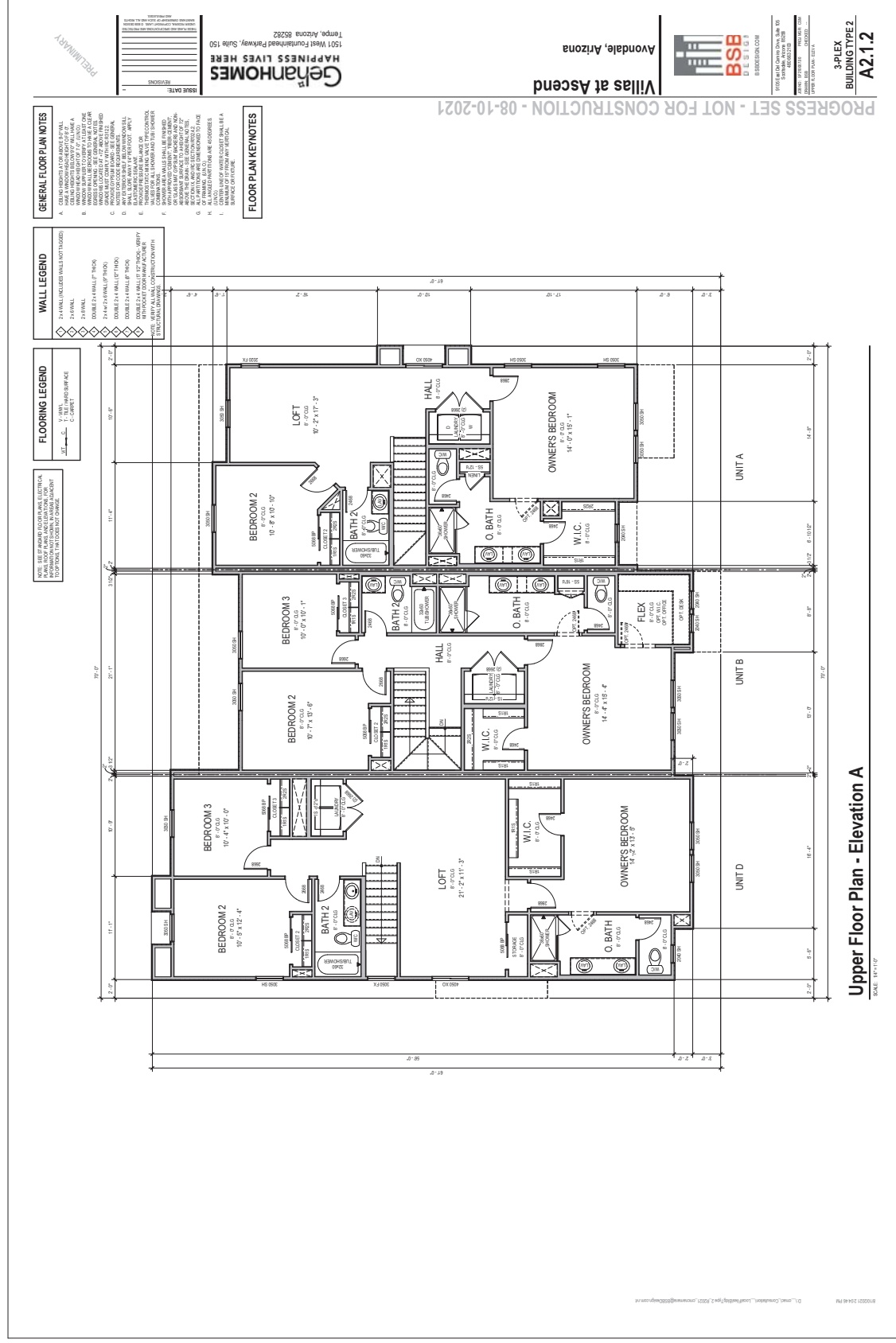
VILLAS AT ASCEND
Avondale, Arizona

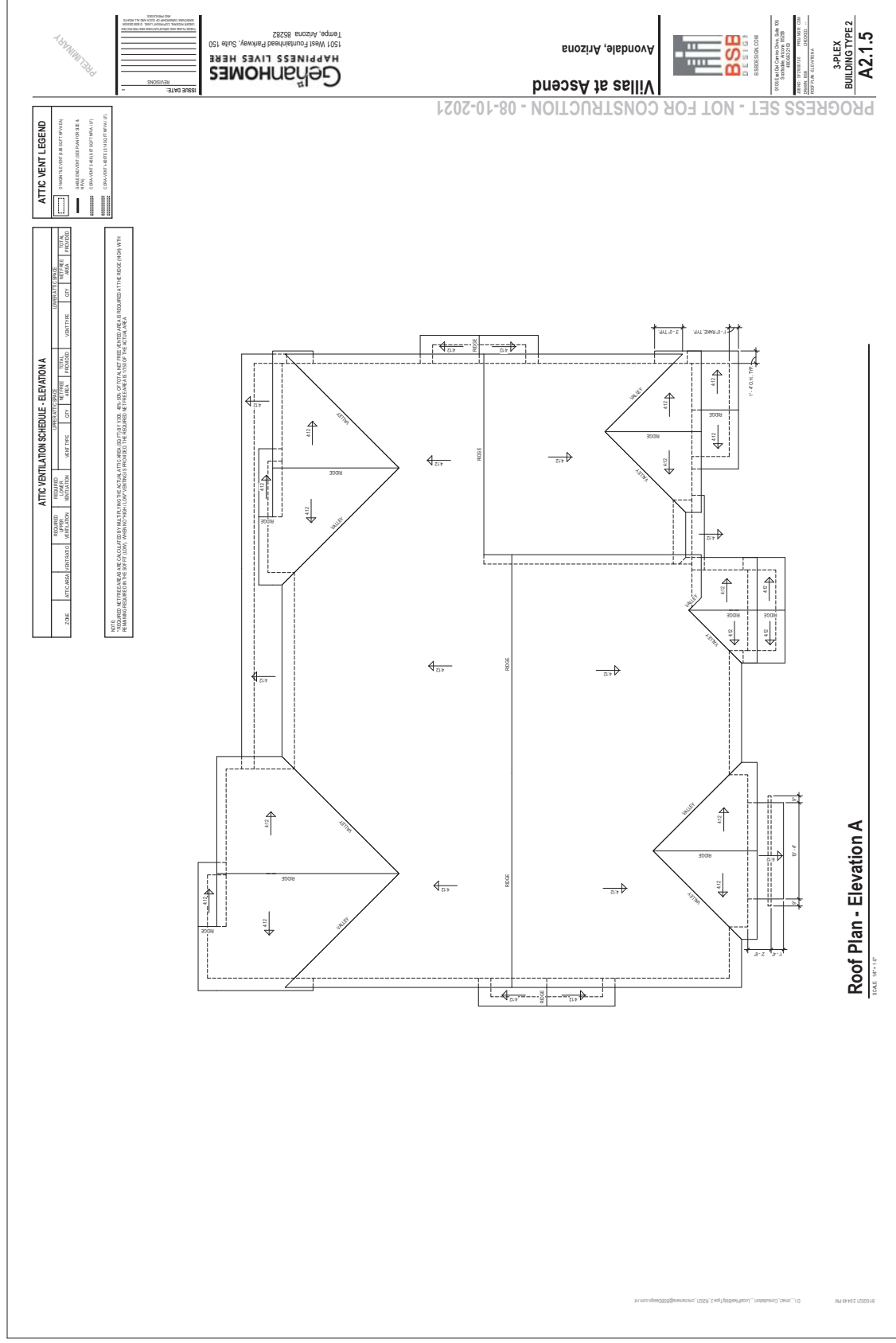


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August 10, 2021 | SF210007.00









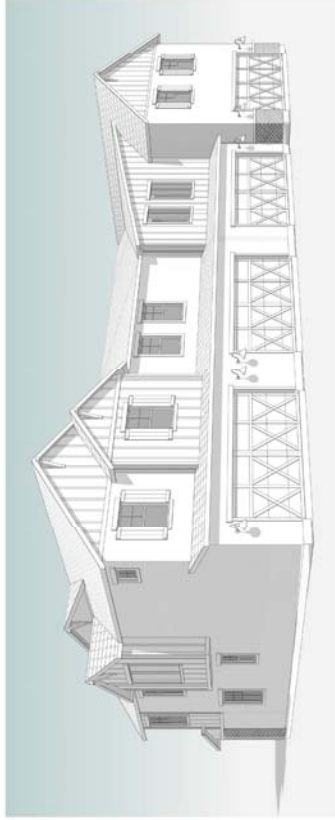
Front Elevation 01 - Modern Farmhouse

SCALE



Front Elevation 02 - Modern Farmhouse

SCALE



Rear Elevation - Modern Farmhouse

SCALE

Building Type 1

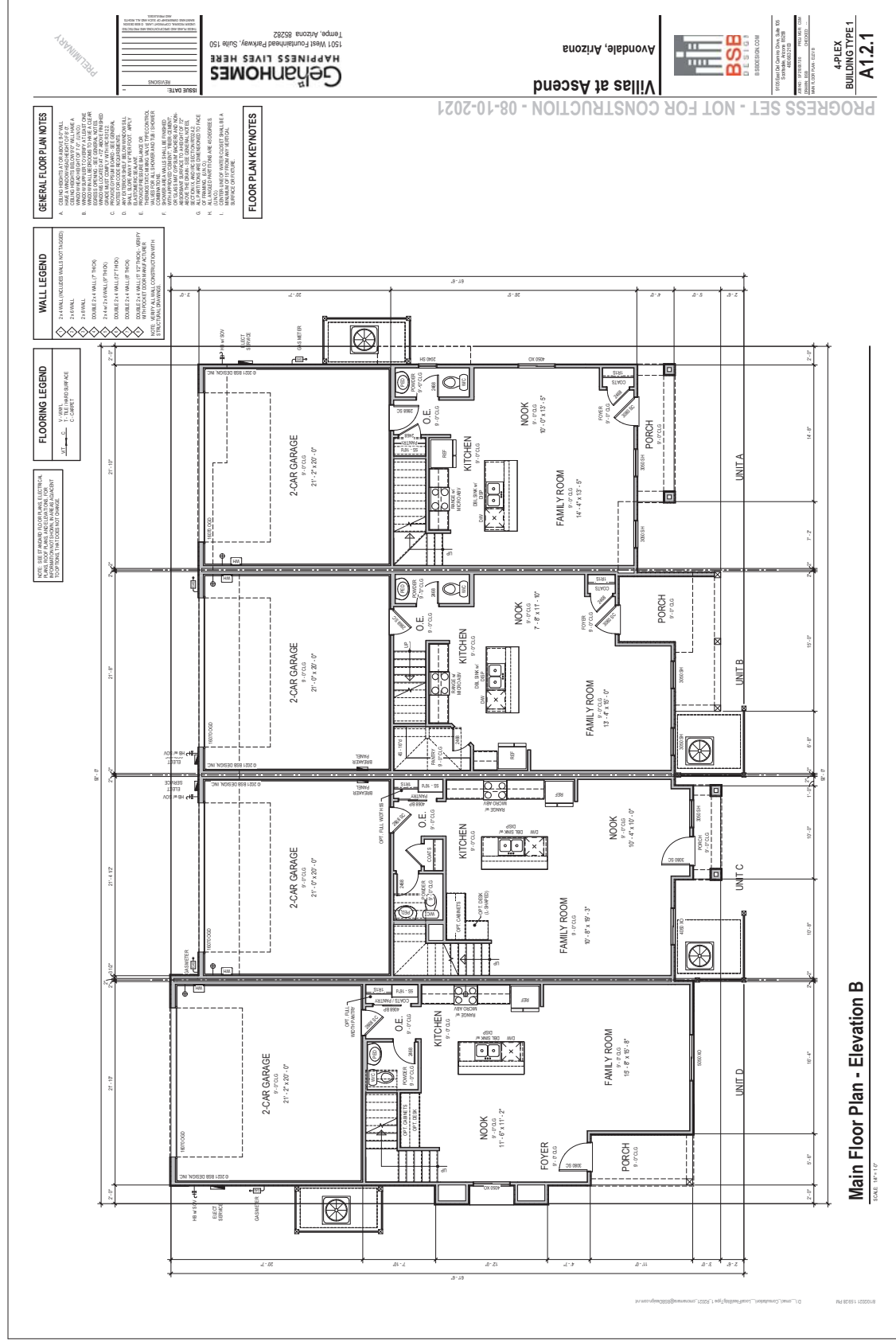
GehanHOMES
HAPPINESS LIVES HERE
Tempe, Arizona

VILLAS AT ASCEND
Avondale, Arizona



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August 10, 2021 | SF210007.00



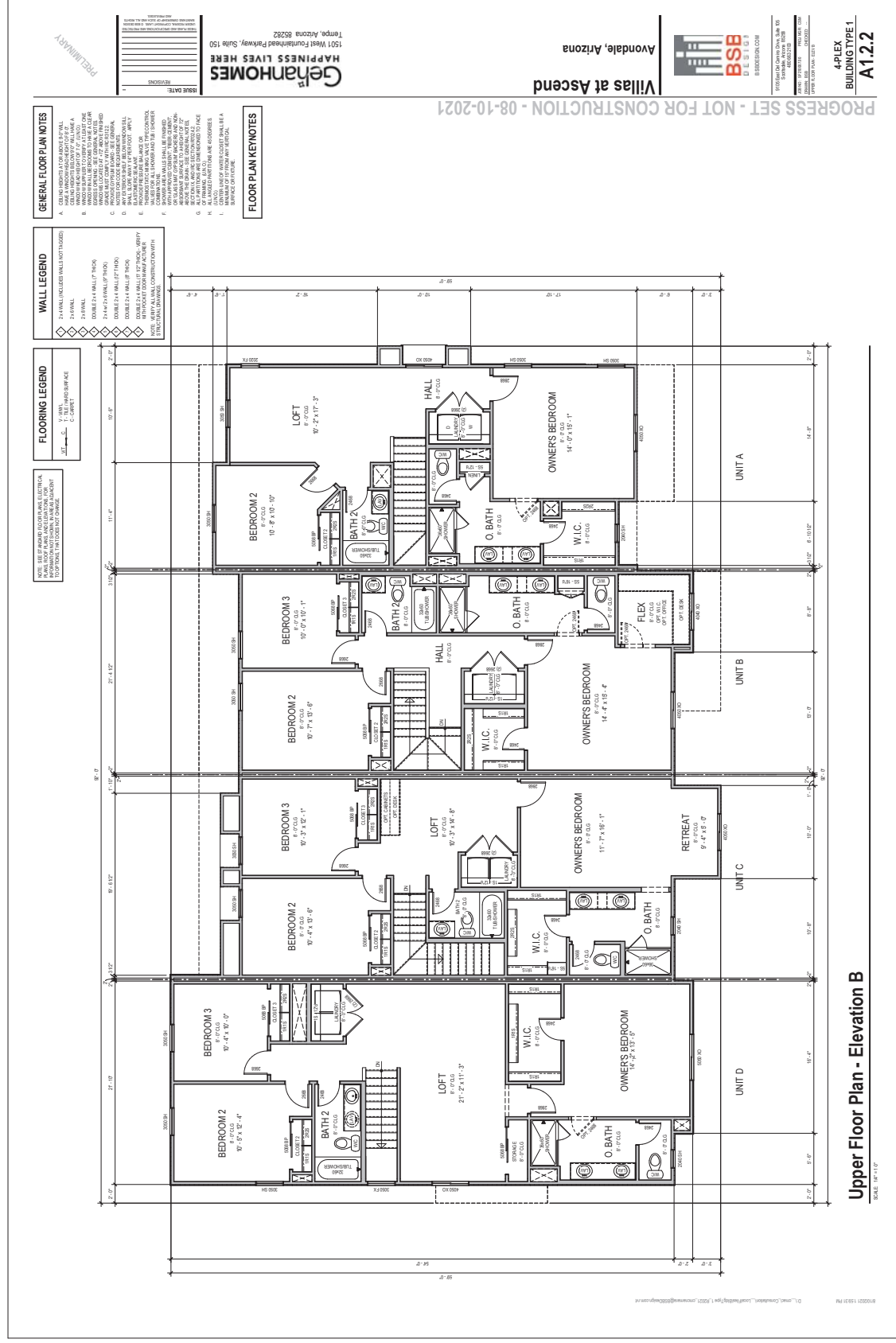


EXHIBIT 43: CONCEPTUAL ARCHITECTURE RENDERINGS - MODERN FARMHOUSE - ELEVATIONS

[illegible]

[illegible]



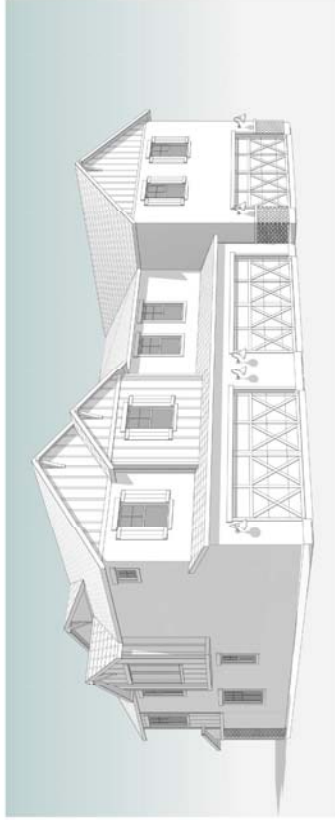
Front Elevation 01 - Modern Farmhouse

SCALE



Front Elevation 02 - Modern Farmhouse

SCALE



Rear Elevation - Modern Farmhouse

SCALE

Building Type 2

GehanHOMES
HAPPINESS LIVES HERE
Tempe, Arizona

VILLAS AT ASCEND
Avondale, Arizona



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2021 BSB Design, Inc.

August 10, 2021 | SP210007.00

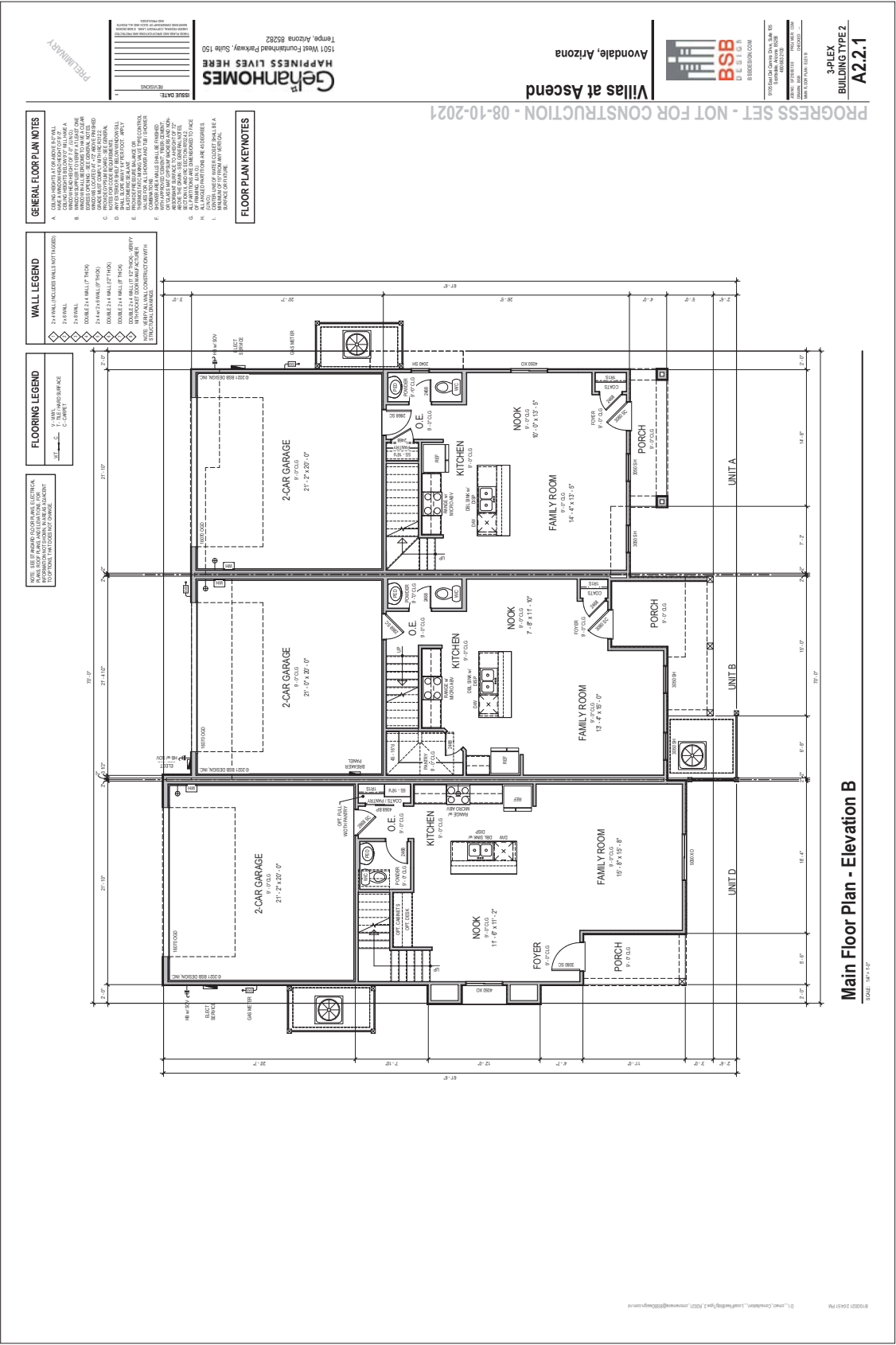
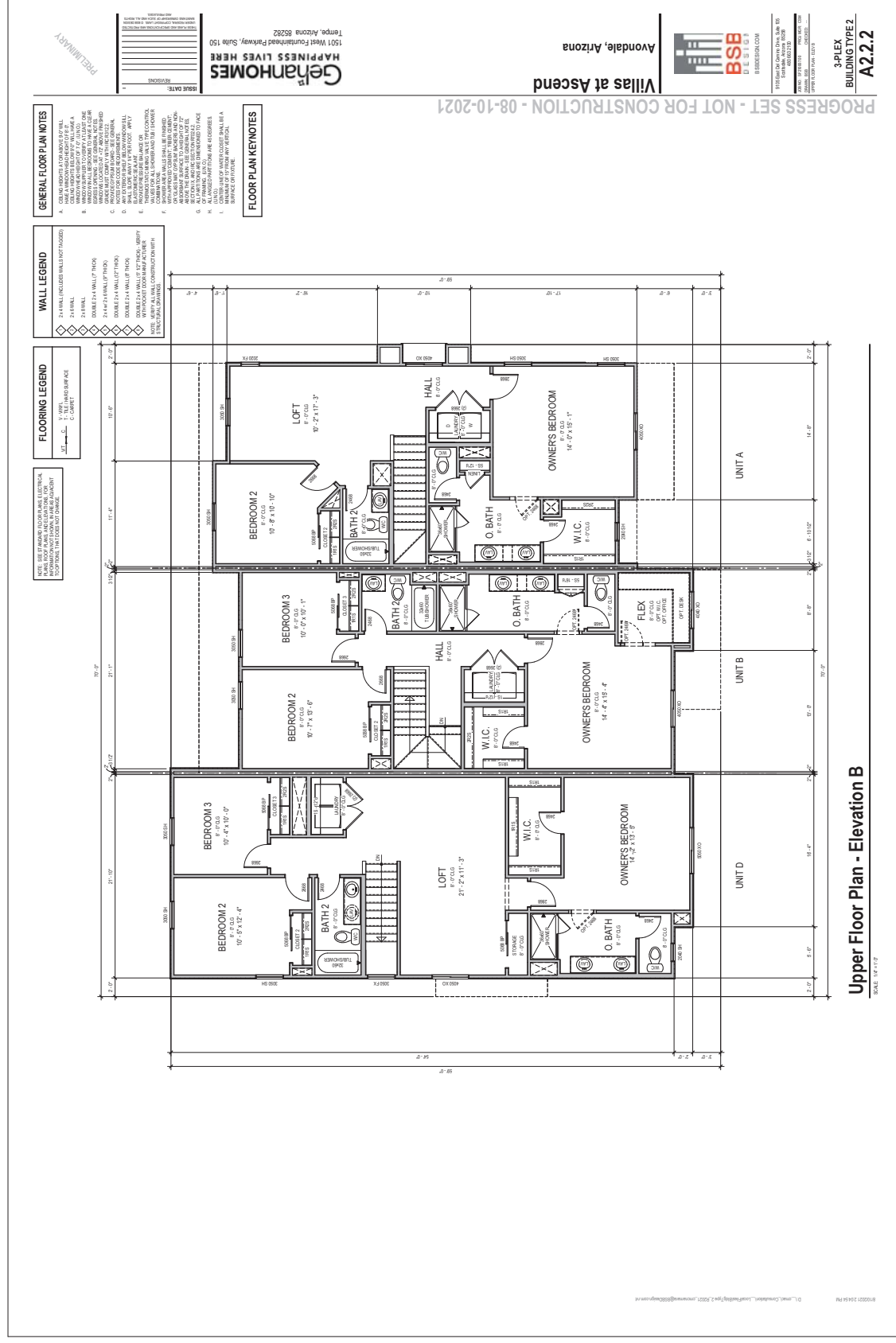
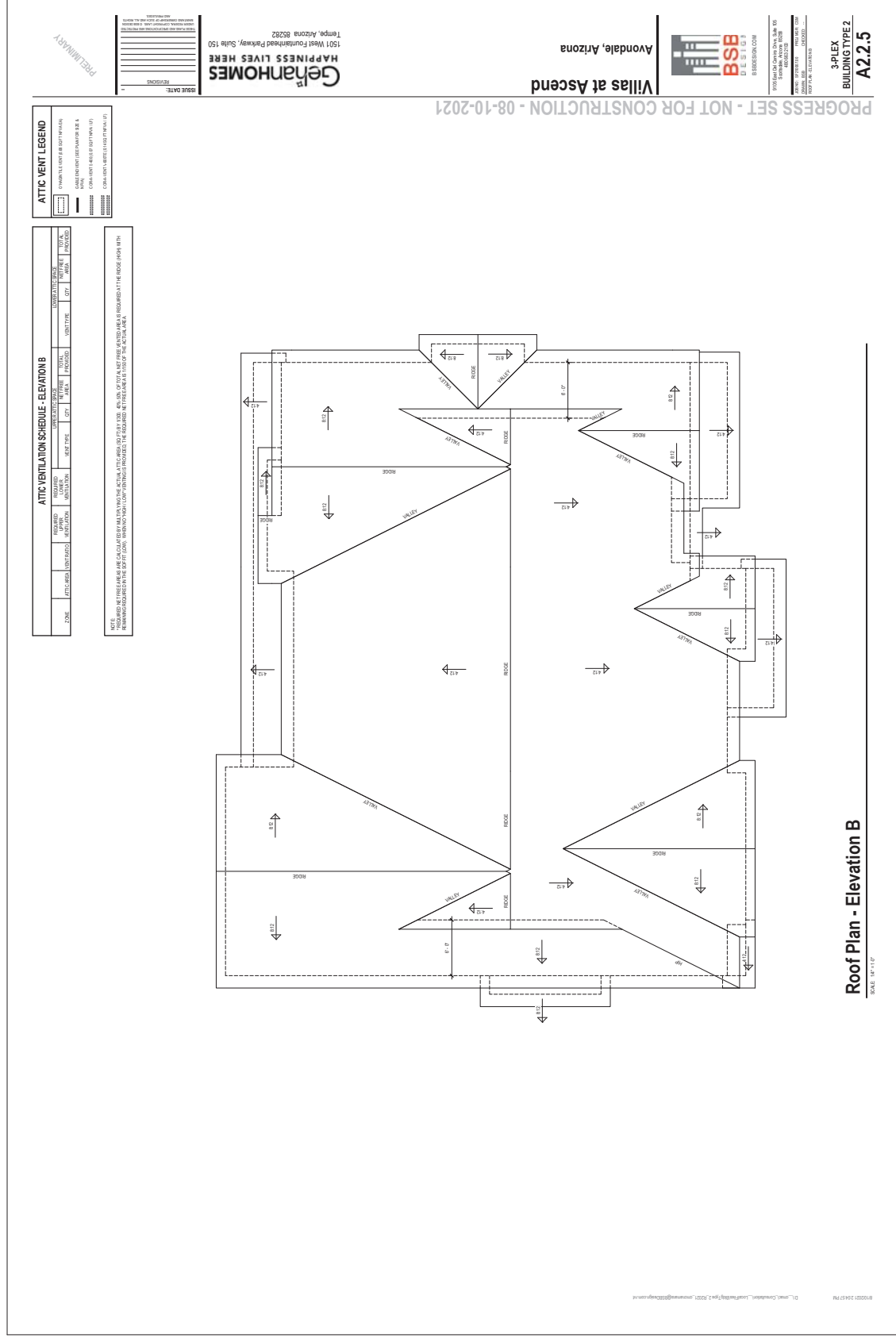


EXHIBIT 47: CONCEPTUAL ARCHITECTURE RENDERINGS - MODERN FARMHOUSE - FLOOR PLAN



Roof Plan - Elevation B



FARMHOUSE COLOR
Scheme 1

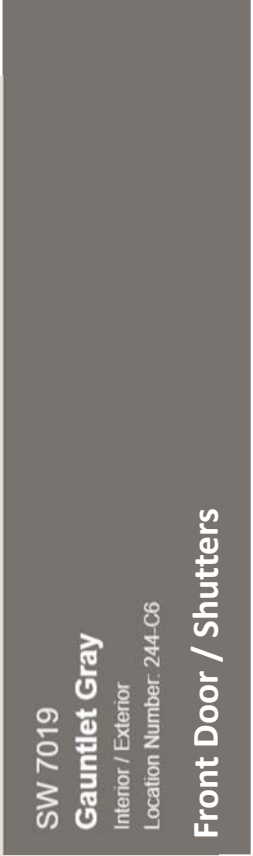
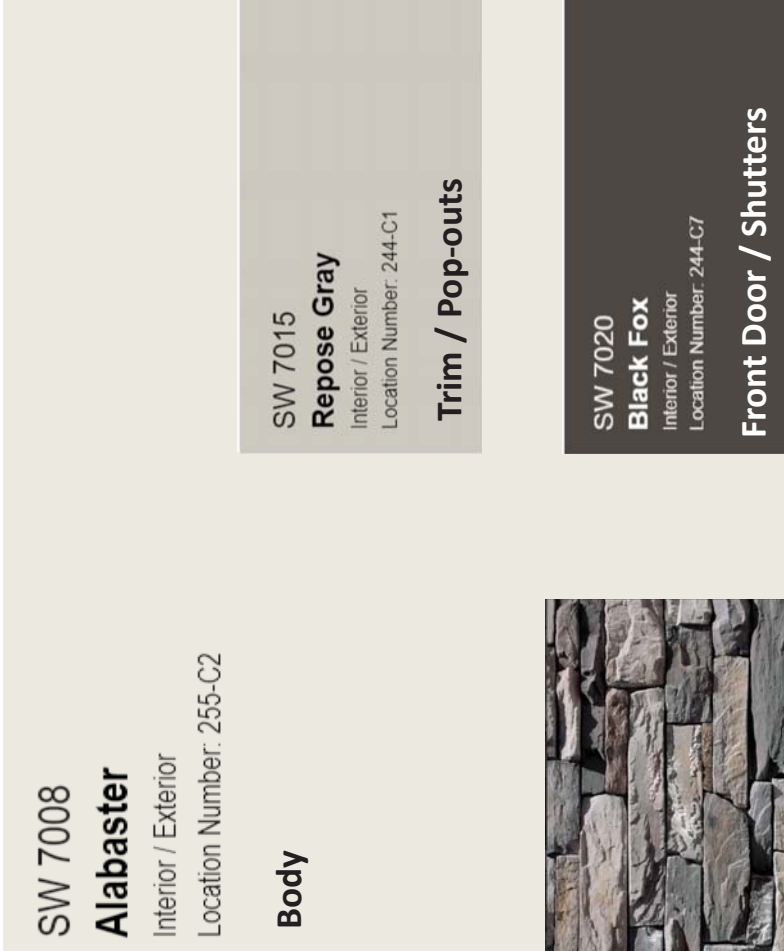
SW 7627 White Heron Interior / Exterior Location Number: 259-C5 Body	
SW 7018 Dovetail Interior / Exterior Location Number: 244-C5 Trim / Pop-outs	
SW 7019 Gauntlet Gray Interior / Exterior Location Number: 244-C6 Front Door / Shutters	

EXHIBIT 52: CONCEPTUAL ARCHITECTURE COLOR - MODERN FARMHOUSE - COLOR SCHEME

FARMHOUSE COLOR
Scheme 2



SW 7008
Alabaster
Interior / Exterior
Location Number: 255-C2



Old World Lodge - Havana



Boral Stone Mountain Blend
2FBCF5354

SW 7015
Repose Gray
Interior / Exterior
Location Number: 244-C1

Trim / Pop-outs

SW 7020
Black Fox
Interior / Exterior
Location Number: 244-C7

Front Door / Shutters

FARMHOUSE COLOR
Scheme 3

SW 7506

Loggia

Interior / Exterior

Location Number: 248-C2

Body



Old World Lodge - Black Green

SW 7042

Shoji White

Interior / Exterior

Location Number: 254-C4

Trim / Pop-outs



Boral Stone Mountain Blend
2FBCF5354

SW 7510

Chateau Brown

Interior / Exterior

Location Number: 242-C7

Front Door / Shutters

FARMHOUSE COLOR
Scheme 4

SW 7004
Snowbound
Interior / Exterior
Location Number: 256-C2

Body



Trim / Pop-outs



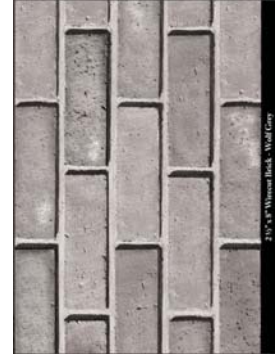
Boral Stone Mountain Blend
2FBCF5354

SW 7017
Dorian Gray
Interior / Exterior
Location Number: 244-C3

Trim / Pop-outs

SW 6990
Caviar
Interior / Exterior
Location Number: 251-C2

Front Door / Shutters



2 1/2" x 8" Whitener Block - Wall Grey



2 1/2" x 8" Special Load Block - Wall Grey



2 1/2" x 8" Special Load Block - Stone Cook



2 1/2" x 8" Whitener Block - Iceberg

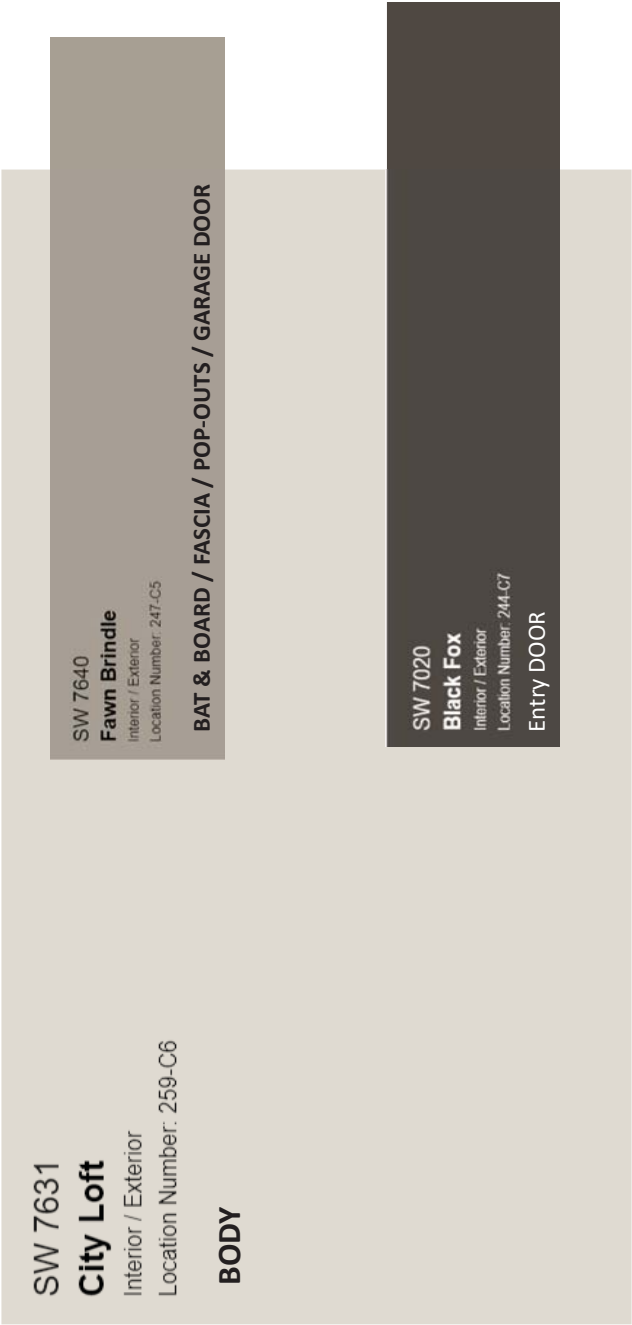


Special Load Block - Glacier



2 1/2" x 8" Flatstone Block - Light Grey

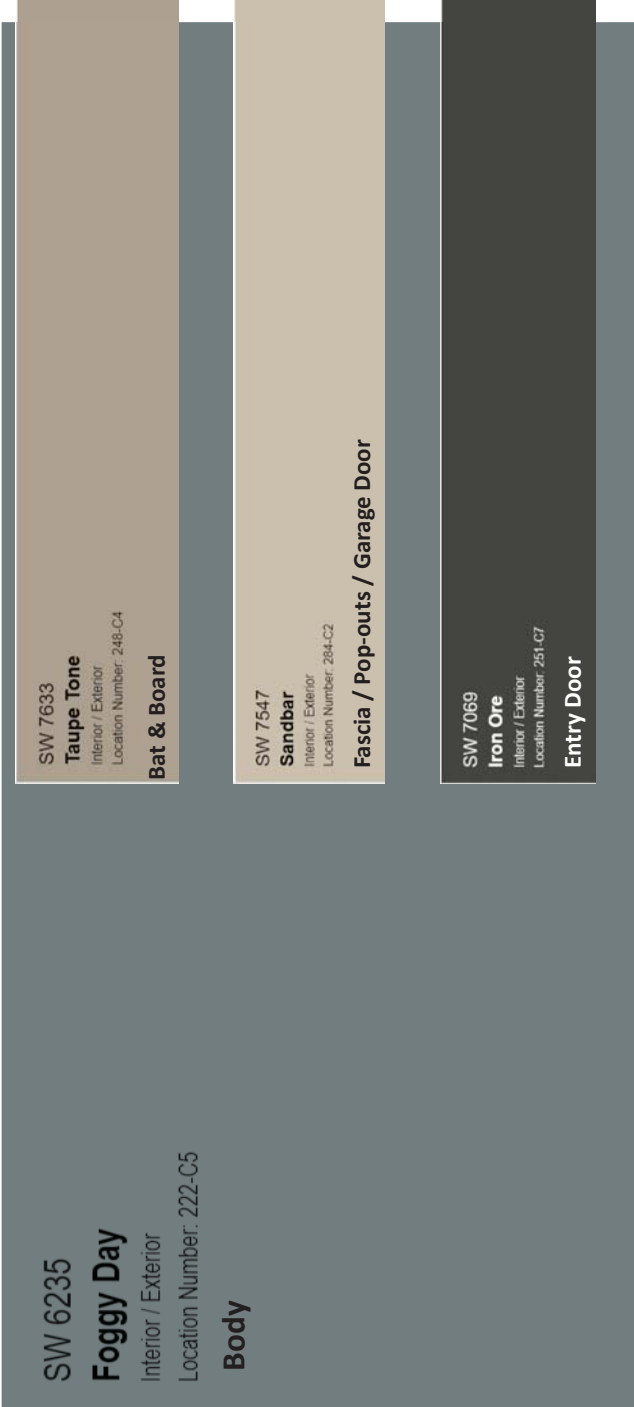
WESTERN FARMHOUSE COLOR
Scheme 1



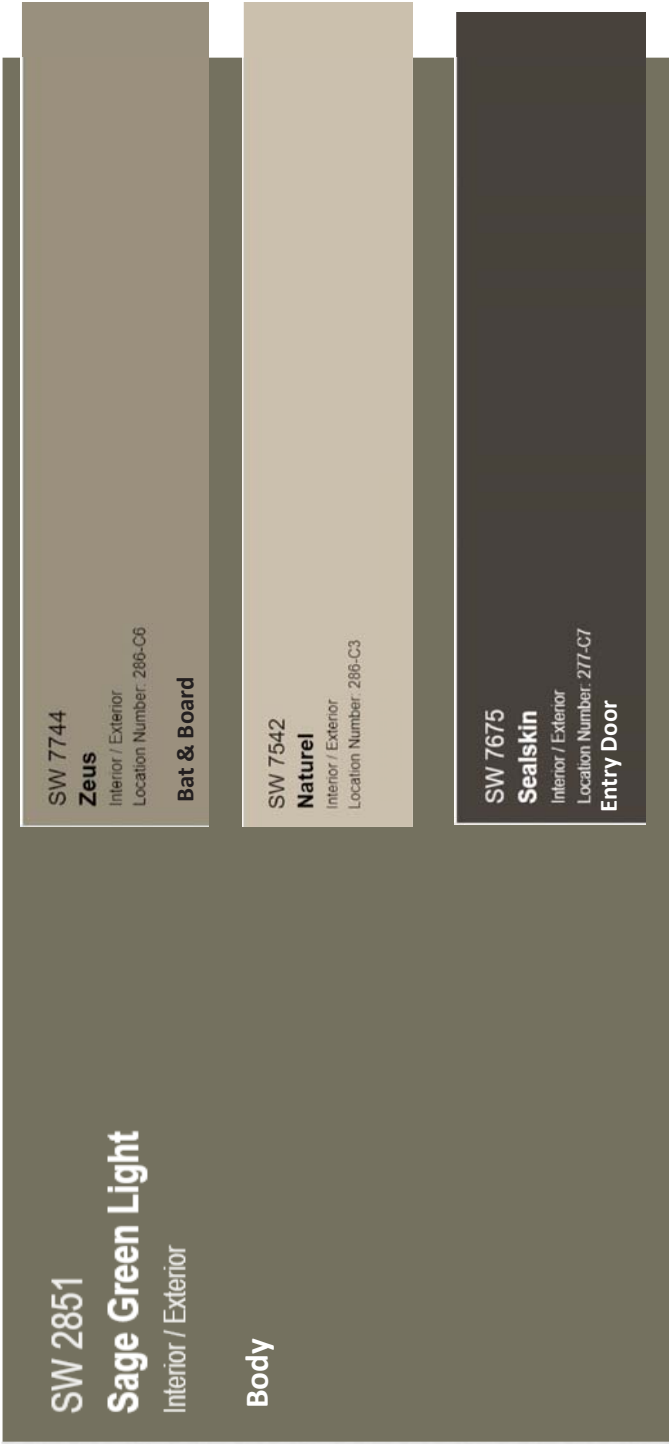
WESTERN FARMHOUSE COLOR
Scheme 2



WESTERN FARMHOUSE COLOR
Scheme 3



WESTERN FARMHOUSE COLOR
Scheme 4



6.0 INFRASTRUCTURE

6.1 ROADWAY IMPROVEMENTS

Half-street improvements for Indian School and Dysart along the length of the project will be completed with the development of the Prose portion of the project as shown in the Phasing Plan. **See Exhibit 50: Phasing Plan.**

6.2 UTILITIES

See **Table 5** below detailing the utility providers for Ascend.

Table 5, Utility Providers

Utility	Provider
Water	City of Avondale
Wastewater	City of Avondale
Electric	APS
Natural Gas	Southwest Gas
Phone	CenturyLink/ Cox
Cable	Cox

Ascend is within the Litchfield Elementary School District and Agua Fria High School District.

6.3. WATER

The City of Avondale will be the water service provider for the Project with 16-inch water mains along Dysart and Indian School Roads on the west and north perimeters of the Property. Domestic water and fire flow connections for the Project will be provided off of the proposed public 16-inch water main extensions along Dysart and Indian School.

Prose at Ascend will receive domestic water service through a private 4-inch domestic water loop with connections to the proposed 16-inch water main. There will be a 3-inch meter and backflow preventer installed at each point of connection. A private, onsite 8-inch fire loop with connections to the 16-inch water main extensions is also planned.

The Villas at Ascent will have an onsite, 8-inch water loop with connections to the 16-inch water main extension in Indian School Road. The proposed water loop will be located within an 8-foot private water easement as conceptually shown on **Exhibit 54: Villas Street Sections**, below. Domestic water services will come off the proposed, private 8-inch water loop to serve the Villas.

6.4 WASTEWATER

The City of Avondale has a 10-inch gravity sewer main at the southwest corner of the Property. This main conveys flows south along Dysart Road to Osborn Road, where it becomes a 15-inch main to also serve the Sage Creek community. The proposed improvements to be constructed with Ascend include the extension of the existing 10-inch public sewer main along Dysart Road, north, approximately 400-feet to the main driveway entrance with a manhole installed that will serve as a point of a connection for the private onsite sewer system.

Prose and the Villas will be served by a private, internal network of 8-inch gravity sewer mains. The proposed sewer system will be located within a private 8-foot sewer easement to allow it to cross property lines. A maintenance agreement will be established for the private, onsite sewer system. The Shops at Ascend on the Dysart frontage will discharge into the proposed main within the access drive upon development and the Indian School parcel will tie in to the wastewater network for Prose. The proposed mains will ultimately convey wastewater flows from the site to the Project's southwest corner, where they will flow into the proposed sewer extension of the existing 10-inch gravity sewer main along Dysart Road.

6.5 DRAINAGE

The Property is located within the Federal Emergency Management Agency's (FEMA) Zone X (Shaded) as delineated on the FEMA Flood Insurance Rate Map (FIRM) panel number 04013C2155M, dated September 18, 2020, which is provided in the companion Master Drainage Report included with this application.

The Project will comply with the City of Avondale and Flood Control District of Maricopa County (FCDMC) design criteria for storm water management. Ascend will meet specified retention requirements such that flows generated from the 100-year event are not anticipated to result in adverse impacts to either downstream existing properties or drainageways from the Project.

Ascend will construct inlet and onsite retention facilities to manage runoff from the adjacent Indian School and Dysart Road half-streets. Onsite flows will be conveyed via street flow and storm drains, where necessary, to stormwater retention facilities within the Project. Retention facilities will be designed to retain the runoff from the 100-year, 2-hour event. Basins will retain this storm event with a ponding depth of 3' or less and additional 12' of freeboard and be designed to drain within 36 hours. The dewatering of the retention basins will be accomplished through natural infiltration and/or drywells.



SECTION D - PRIVATE STREET
SCALE: 3"=1'-0"



SECTION E - PRIVATE STREET
SCALE: 3"=1'-0"

The design of the hydraulic facilities will be in accordance with the City and the FCDMC's requirements. Streets will be designed to adequately convey the peak 10-year flow between curbs, and the 100-year flow within the street right-of-way or drainage easements. Onsite flows will be conveyed to stormwater storage basins near low points via surface flow and, when necessary, storm drainpipes.

Riprap aprons will be placed downstream of all storm drain outlets and other points of concentrated flow to protect against scour. All finished floor elevations will be set a minimum of 18 inches above the retention basin overflow elevations, and 12-inches above the 100-year water surface elevations and in the adjacent drainage corridors.

6.6 PHASING

Development of the project is anticipated to be completed in multiple phases as depicted in **Exhibit 50: Phasing Plan**, with the Indian School and Dysart Road improvements occurring with Phase 1.

7.0 MAINTENANCE OF COMMON AREAS AND FACILITIES

Like most master plans with single-family development, the Villas will establish a homeowners' association responsible for maintenance of common areas and open space as well as the private streets. Prose and the Shops at Ascend will not have common areas and therefore, the property owners will be responsible for maintaining and onsite open space and amenities as well as the landscaping adjacent to the right-of-way.



8.0 CONFORMANCE WITH CITY PLANS

The Ascend project as proposed is in conformance with the applicable TOD Mixed Use Designation for the Property in the General Plan as well as numerous goals and policies, and furthers the intent of the applicable North Avondale Specific Plan, as well as the Avondale Strategic Growth Plan.

8.1 GENERAL PLAN AND NORTH AVONDALE SPECIFIC PLAN CONFORMANCE

Land Use Element

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

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

*Policy D: Enhance the attractiveness of infill parcels as an option for new development throughout Avondale ***(Also Objective #1 in North Avondale Specific Plan)***

Policy E: Support higher density/urban land uses to support future transit and rail.

The Project will work toward multiple land use goals by adding a higher density mix of housing stock to a crucial infill location on a major corridor (Indian School and Dysart are both designated as 'Roads of Regional Significance' in the General Plan). The high density residential combined with the commercial parcels and pedestrian connectivity throughout the Project and Sage Creek neighborhood will create an ideal setting to support future transit in the area.

The Project enjoys existing access to numerous multi-modal transportation amenities. The Avondale ZOOM Circulator bus stop is just a few hundred feet east of the project along Santa Fe Trail, which provides free transit service to employment, entertainment, and commercial throughout Avondale and more. The Project is also located 2.2 miles from the Goodyear Park-and-Ride. This proximity will allow residents to catch the Valley Metro Goodyear Express commuter bus (Route 562) directly to downtown Phoenix by either taking a straight-shot bike ride down Dysart Road on dedicated paved bike lanes or riding the Avondale ZOOM circulator.

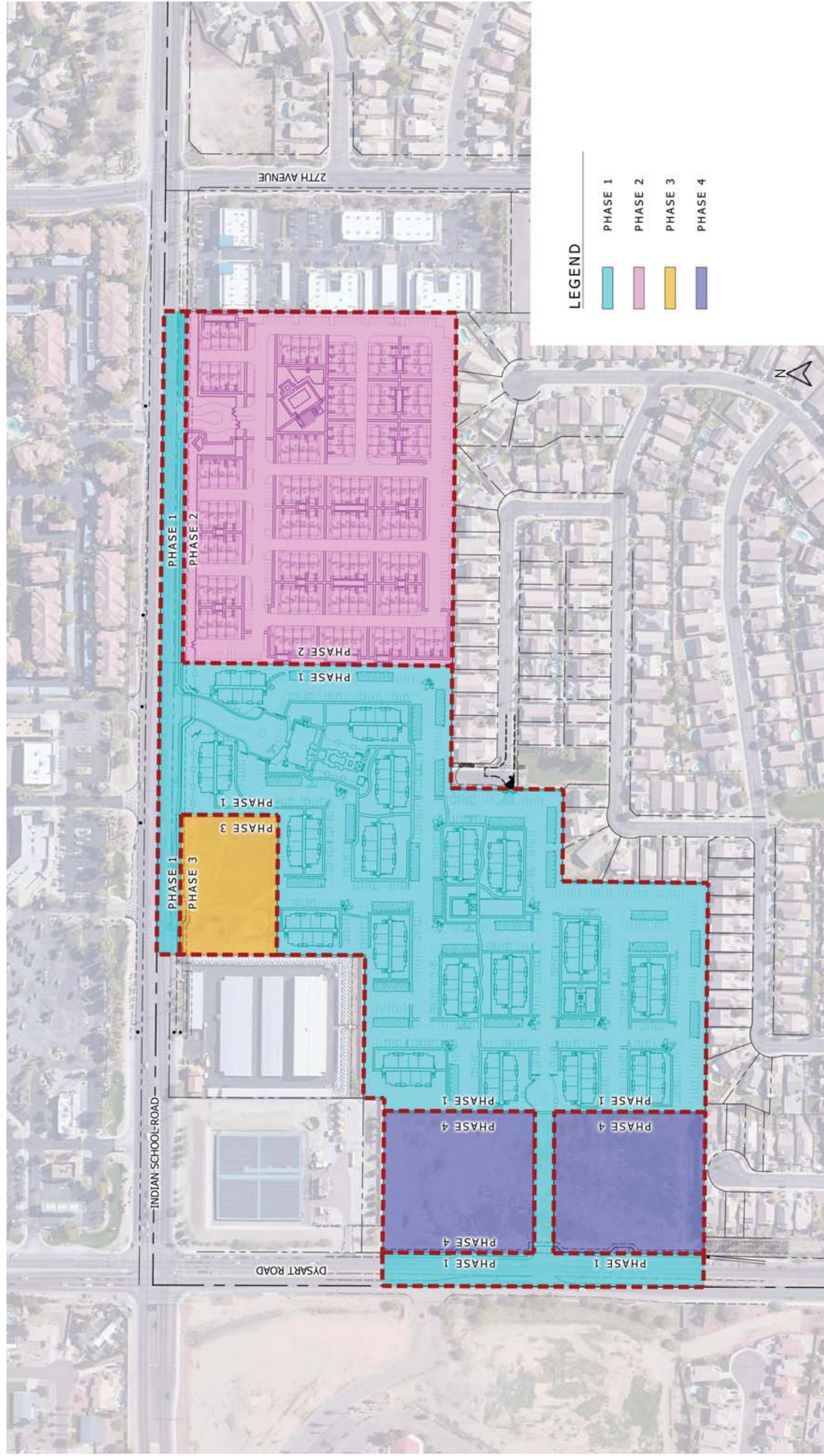


EXHIBIT 55: PHASING PLAN

Figure 4, Adjacent ZOOM Bus Stops Map



Ascend also will feature pedestrian connectivity to the commercial uses on Dysart and Indian School, where residents of each of the residential projects will be able to walk to nearby shopping. This connectivity will create a more vibrant, walkable community for all residents of the area and work towards numerous TOD and healthy lifestyle goals of the General Plan.

Together, this will all help foster an Avondale identity that is based on a healthy lifestyle that promotes land uses for an economically sustainable and socially dynamic community.

Goal 3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

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

The project provides new, modern residential options as well as facilitating commercial on major arterials, with careful consideration to the pedestrian connections and the shared driveways linking the uses. As a mixed-use development, the Project will provide more than adequate transitions and buffers to surrounding uses such as providing a pedestrian connection to the adjacent neighborhood to the south. The location of the commercial portions similarly provide natural buffer to the storage and utility uses at the hard corner of Dysart and Indian School.

Goal 8: Support mixed-use land use patterns that increase transit and pedestrian oriented development within specific and appropriate areas of the City.

*Policy C: Take alternative methods of transportation, including transit, bus, and walking into account when considering all proposals for development. ***(Also, North Avondale Specific Plan Objective #4)***

The Project will provide necessary mixed-use land patterns along the Indian School corridor with pedestrian access to transit lines, paved bike lanes, and local commercial. Future residents will be able to access numerous neighborhood employment and commercial uses via pedestrian linkages and the Property is only a few hundred feet away from the Avondale ZOOM Circulator bus stop on Santa Fe Trail. Further, the main arterials north and west of the Property are designated as Roads of Regional Significance and presently have dedicated paved bike lanes in both directions, including a full linkage to the Goodyear Park and Ride 2.2 miles south on Dysart Road that provides direct access to downtown Phoenix.

Goal 7: *Policy C: Plan for the expansion of Estrella Mountain Community College (“EMCC”) and identify locations for additional institutions of higher learning within the City.*

Specific Plan: “Working with the college to identify housing opportunities in close proximity to the campus will also help to bring activity to the area beyond school hours. Private developers may also play a role in providing student housing, by the provision of innovative products in proximity to the campus.”

The Project will provide multiple higher density additional housing options for the future expansion of EMCC which will bring an influx of both students and staff to the area. The Project works towards both the General Plan and Specific Plan goals to support the expansion of EMCC and will help attract activity to the area beyond school hours.



Economic Vitality Theme

Goal 1: Grow and diversify Avondale's economy and employment base through business retention, expansion, and development.

Policy F: Maintain Avondale's retail prominence as part of the City's economic and revenue base by identifying areas for new and higher quality retail and restaurant development to capture increased sales while maintaining a balance with necessary retail services.

Goal 8: Invest in neighborhood infrastructure, public spaces, and amenities.

Policy B: Assess and implement methods requiring new residential developments to incorporate specific amenities and designate a specific amount of space for common use by neighborhoods.

The mixed-use nature of the Project will provide retail opportunities with built-in customers in Prose and the Villas. By adding adjacent and connected residential to the Shops at Ascend, it will help to support the future sales-tax generating establishments at these locations.

As a new residential development within a PAD, it is held to a high standard for providing quality and diverse open space elements for the community. With the pools, and other active and passive amenity options, the project include a host of options for outdoor enjoyment

Neighborhoods Theme, Housing Element

Goal 1: Provide a variety of safe housing opportunities and neighborhoods for all current and prospective Avondale residents.

Goal 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels *(also North Avondale Specific Plan Objective #5)

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

Policy E: Encourage the development of live/work units in areas of the City that are appropriate for mixed use development.

The Project will provide unique modern Villas and Prose multi-family housing options in an area of the City that currently is entirely single family in nature. The Project's modern Villas appeal to those seeking to own their residence, but who may not want maintenance responsibilities. Further, the community commercial areas of the Project provide opportunities for directly adjacent live/ work opportunities in an area that is designated as Mixed-Use in the General Plan.

Neighborhoods Theme, Redevelopment element, and Neighborhood

Preservation and Revitalization Element

Goal 2: Create a true sense of community that stretches beyond neighborhood boundaries.

Policy A: Improve the physical connectivity between our neighborhoods as well as between our neighborhoods and nearby non-residential development.

Policy B: Ensure all new non-residential development is designed to actively engage and attract pedestrians and to provide residents the opportunity to lead a healthy lifestyle residing in the surrounding neighborhoods.

Ascend will feature pedestrian connectivity to the commercial uses on Dysart and Indian School, where residents of each of the residential projects will be able to walk to nearby shopping. This physical pedestrian connectivity in a suburban core combined with other TOD elements such as bike lanes and transit options will provide residents the opportunity to lead a healthy lifestyle. Together, this will all create a more vibrant, walkable community for all residents of the area and will help foster a true sense of community through Ascend and in the neighborhood beyond.

Sustainability Theme, Energy Element

Goal 1: Integrate energy efficiency measures and renewable energy sources into all aspects of Avondale planning.

Policy C: Encourage “walkable” communities, vertical development where appropriate, transit, and efficient land use patterns to minimize fuel consumption and energy usage.

This suburban, horizontally integrated mixed-use project has an appropriately scaled two- and three-story product offering adjacent to a variety of transit options, which encourages the minimization of fuel consumption.

Community Mobility Theme, Circulation Element

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

Policy A: Provide and support opportunities for all modes of travel for all ages and abilities.

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

The Project's close proximity to the Avondale ZOOM Circulator combined with its internal pedestrian connections to the south and to the two community commercial areas, promotes and supports an integrated transportation system that mitigates congestion. The multi-modal transportation options for Ascend provide and support opportunities for all modes of travel for all ages and abilities as younger children will have the ability to walk and ride their bikes not just throughout the PAD but will also have direct access to the neighborhood to the south without the need to access the sidewalks on the adjacent arterials.

Transit Oriented Development Element

Goal 2: Require development and redevelopment within areas designated as TOD on the General Plan Land Use Map to facilitate and encourage the use of transit by visitors and residents.

Policy A: Increase residential densities and mixed uses within ½ mile of transit facilities, at transit stops, and along bus routes.

Policy C: Emphasize accessibility for pedestrians and bicyclists by providing direct and linked access internally as well as to adjacent residential and non-residential areas.

Policy D: Consider a range of housing types that will encourage a mix of residents, such as families, singles, and seniors, and allow for a mix of income levels.



Goal 3: Promote and support the incorporation of commercial uses as a component of transit oriented development.

The Project location is ideal for TOD as residents can easily access multi-modal transportation options on the adjacent streets. The Project will increase residential densities and mixed uses within ½ mile of transit facilities as the Property is only a few hundred feet away from the Avondale ZOOM circulator bus stops on Santa Fe Trail that provides free transit service to employment throughout Avondale. The Ascend PAD is also located 2.2 miles from the Goodyear Park and Ride, a straight-shot bike ride down Dysart Road on dedicated bike lanes, which allows for residents to catch a commuter Bus (Route 562) directly to downtown Phoenix. Further, the 2017 Avondale Transportation Plan depicts future bike lanes extending down Indian School to the east as well as the buildout and full linkage of the Agua Fria River Trail and Roosevelt Multi-Use Path crossing the Agua Fria River. Residents will be able to access this extensive off-street trail system via the southern linkage to the Sage Creek neighborhood in just 4 minutes on a bike, giving them a much wider range of off-street transportation options ideal for children, families, and commuters alike.

The Project will provide numerous commercial options within the PAD, working to promote and support the incorporation of commercial uses as a component of transit-oriented development. The pedestrian access to these internal commercial areas as well as the trail connection to the south provides accessibility for pedestrians and bicyclists with direct and linked access internally as well as to adjacent residential and non-residential uses. Additionally, the two residential options of Prose multi-family and modern Villas will add to the range of housing stock and encourage a mix of residents and income levels in the area.

Quality of Life Theme, Urban Design Element

Goal 5: Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically.

The proposed high-density Project will Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically. The Project provides close proximity to multiple commercial areas such as the Wigwam Creek Shopping Center just across Indian School Road, a commercial center directly adjacent to the east off of Santa Fe Trail Road, Coldwater Station Shopping Center 0.5 miles to the west, and EMCC, and the Project is only 0.3 miles away from Turtle Park to the west.

8.2 AVONDALE STRATEGIC PLAN CONFORMANCE

Creative and Sustainable Community Development

Strategy 2: *Develop diverse housing options, to include housing that is affordable to workers and close to their jobs*

The Project's mix of modern Villas and multi-family units will add higher density housing stock to Avondale along a major arterial corridor at Dysart and Indian School Road. The Project provides close proximity to multiple nearby commercial areas that are walkable and bikeable in addition to EMCC.

Numerous business park developments and medical employment uses are located within 5 miles of the Property such as Phoenix Children's Hospital and Avondale Integrated Medical Services in the McDowell medical corridor, and Avondale Commerce Center and Coldwater Depot Logistics Center located on Van Buren and 127th Avenue. Coldwater Plaza, a 45-acre 'regional power center', is located 2.6 miles from the Property, straight down Dysart Road and includes multiple big-box stores, restaurants, and neighborhood retail.



9.0 CONCLUSION

Ascend establishes a complement of uses that will foster the development of a long-awaited infill parcel with access to transit, employment, entertainment and recreation. The residential districts will be vibrant environments for future residences and will bring a concentrated customer base to the commercial that surrounds it. The transition to a multi-use PAD from C-2 will contribute to both Avondale's population and revenue bases to create a sustainable mixture of residential opportunities in an area where reduced-reliance on vehicles is possible.



Ascend Avondale PAD Amendment

Summary of Neighborhood Meeting

December 22, 2021

PL-21-0267



December 22, 2021, Neighborhood Meeting

Ascend Avondale

PL-21-0267

The meeting was held via Zoom meeting. Citizens reported difficulties with the Zoom link and the City of Avondale (the “City”) and Development Team staff were available to deliver the updated link to the community so that the meeting could proceed as scheduled. At 6:32 PM, the meeting began with a presentation, followed by questions and answers.

Members of the Development Team in attendance:

Carolyn Oberholtzer – Bergin, Frakes, Smalley & Oberholtzer, PLLC (BFSO Law)
Nico Howard – Property owner
Benjamin Good – CivTech
Alex Fish – ABLA
Jon Hanna – triARC
Griffen Tymins – Alliance Residential Company
Zach McCarthy – Alliance Residential Company
Nicholas Gonzales – BFSO Law

Members of the City of Avondale staff in attendance:

Eric Fitzer – City of Avondale Planning Manager
Patricia Dennis – City of Avondale Councilmember

Carolyn Oberholtzer began the presentation by explaining the requirements of the application and zoning history of the Property. She presented slides that included the area context, C-2 zoning history, Mixed-Use General Plan designation and PAD elements. The presentation also included many of the PAD exhibits, including the Conceptual Development Plan, demonstrating the layout and distinctions between the “Villas” and “Prose at Ascend” components along with the commercial villages. Pedestrian access and circulation within the development were outlined, as well as details provided on the open space programming for the project. She further presented the project architecture and theming as modern farmhouse and craftsman. The presentation also included an exhibit and discussion regarding the Conceptual Cul-de-sac design for the termination of 129th Avenue in lieu of continuing the public street connection through the project.

Carolyn Oberholtzer completed the presentation by showing the public notification requirements for the Project and the City review process timeline and then opened the conversation up to the attendees with a question-and-answer session. A summary of that discussion is provided below:

A citizen commented that they were concerned about any pedestrian access into Sage Creek and asked who would be maintaining the gates?

Ms. Oberholtzer responded the gates were shown as optional connections with the primary focus of the Ascend gate being K-5 school children who might access the Corte Sierra Elementary School. If that gate were to be included, it would be restricted access and managed by the Ascend project. If the commercial gate is also included, that would be with the approval of the Sage Creak HOA and maintained by the Ascend commercial developer or as otherwise might be preferred by the HOA. Overall, the attendees objected to both gates and do not desire the shared access.

A citizen asked why they weren't notified of the proposed commercial gate access into the neighborhood?

Ms. Oberholtzer responded that any new access points require approval from the HOA and the proposed access point is not a requirement of the project and are shown for discussion and feedback. She reiterated that the Development Team included the gates in response to City comments and that resident feedback was important to understand how best to handle the gates.

A citizen asked if there are any improvements anticipated on Indian School Road & Dysart Road?

Mr. Fitzer responded that improvements on Indian School & Dysart are currently being discussed by the City and the developer.

A citizen asked if a traffic signal plan has been conducted for Indian School Road

Mr. Fitzer responded that there are currently no traffic signals planned along Indian School.

A citizen asked what aesthetic consideration was made for the project to ensure that it has an Avondale appearance?

Ms. Oberholtzer and Mr. Howard responded the City has very robust design guidelines that ensure Avondale projects are designed with very high-end architecturally distinct components. The PAD goes a step further and creates tailored development standards to provide for transitions to the adjacent residences and commercial project.

Overall, the attendee feedback on the project was favorable with the most significant comments centering around gated access points.

The meeting concluded at 7:25 PM.

From: Sheila Burrows
To: Avondale Mayor & City Council
Re: Avondale Ascend Rezone – Application PL-21-0267
Date: February 3, 2022

Dear Mayor and City Council,

My name is Sheila Burrows. I am the current president of the Sage Creek Homeowners Association. Sage Creek community is just south of the Ascend Avondale project proposed at the southeast corner of Dysart and Indian School. My family and I live at [REDACTED]

[REDACTED] I am writing to express my support for this project, and my appreciation for the way the developer, Nico Howard, actively reached out to the community as this project has moved forward.

From the very beginning of this process, the development team has been honest, transparent, and helpful. They have met with the HOA and neighbors on numerous occasions and always made themselves available to the community. There were a couple of things about the project that the neighbors questioned or were opposed to. After hearing the feedback from the board as well as other neighbors, Nico and his team changed or removed those things from their plans, and we believe that it made the project better.

In the past, other developers would just do what they wanted, with no regard to the established community. They do not do proper neighborhood outreach or talk with any neighbors concerning their project. Nico and his team were just the opposite. They respected the neighborhood and created a collaborative process where everyone felt heard.

We think this will be a great project, and an asset for our community. It is our pleasure to express our support for Ascend Avondale. Thank you, Mayor and Council, for your service to our city.

Respectfully,

[REDACTED]
Sheila Burrows
President, Sage Creek Homeowners Association

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Ascend Project Manager: Ken Galica
Request: Rezone from C-2 to Mixed Use PAD Acreage/Parcel Size: 32 Ac.
Current Density Allowed: 10 DU/AC (400 Units) Density Proposed: Approx. 17 DU/AC
Total number of residential units proposed: 561

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

WE ARE SUPPORTIVE OF AN AGREEMENT FOR IMPACT, OR "ROOFTOP"
FEES.

Is a school site within the proposed development needed?

Yes ☐ No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 10/29/21

School District: AGUA FRIA

District Superintendent: TOM HUFFMAN (DEPT)

Phone #: 623 932 7000

E-mail: THUFFMAN@AGUAFRIA.ORG

Signature: _____

It is the developer's responsibility to provide an authorized representative of the District noted above and returned to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondale.org/developmentservices

ORDINANCE NO. 2021-0322

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 43.07 ACRES GENERALLY LOCATED SOUTH AND EAST OF THE SOUTHEAST CORNER OF DYSART ROAD AND INDIAN SCHOOL ROAD, AS SHOWN IN APPLICATION PL-21-0267, AND REZONING SUCH PROPERTY FROM PALM VALLEY PLANNED AREA DEVELOPMENT (PAD MUC) TO ASCEND PLANNED AREA DEVELOPMENT (PAD R-4, R-3 and 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 ± 43.07 acres generally located south and east of the southeast corner of Dysart Road and Indian School Road, as shown in application PL-21-0267, from Palm Valley Planned Area Development (PAD MUC) to Ascend Planned Area Development (PAD R-4, R-3 and 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 provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on February 16, 2022, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on March 21, 2022; 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; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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 $\pm$ 43.07 acres generally located south and east of the southeast corner of Dysart Road and Indian School Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Power lines less than 69 kV adjacent to the property shall be converted underground in the first phase of development.
2. The developer shall contribute one-half of the trombone style signal design and construction cost for the Dysart Road signal to be located at the project's Dysart Road access point. The signal contribution shall be made at the time of civil permit issuance for the multi-family (Prose) portion of the project or if the developer elects to construct the full signal improvements the City will work with the developer to establish a cost share for the full signal improvements with the adjacent property owner to the west.
3. The following dedications and improvements will be required on and adjacent to Dysart Road:
 - a. The developer shall dedicate additional right-of-way for any deceleration lanes on Dysart Road.
 - b. The developer shall dedicate an 8' public-utility-easement along the project frontage.
 - c. The developer shall be required to design and construct: one lane northbound, deceleration lane at main entrance, sidewalk, landscaping.
 - d. The developer shall be required to design and construct a 16" ductile iron pipe water line extension along the project frontage and 10" sewer main extension up to the Dysart entrance.
4. The following dedications and improvements will be required on and adjacent to Indian School Road:
 - a. The developer shall dedicate additional right-of-way for any deceleration lanes on Indian School Road.
 - b. The developer shall dedicate an 8' public-utility-easement along the project frontage.
 - c. The developer shall be required to design and construct Indian School Road improvements to include: sidewalk, driveways, street lights, landscaping, and deceleration lanes.
 - d. The developer shall be required to design and construct a 16" water line extension along the project frontage.
5. All off-site improvements shall be completed in the first phase of development.

6. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
7. The development shall be designed and constructed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

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 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2021-0322

[Legal Description and Map]

See following pages.

**Legal Description
For
SEC Dysart & Indian School
Zoning Boundary**

A portion of the Northwest Quarter of Section 26, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 26;

Thence South 00°12'31" West, along the West line of said Northwest Quarter, a distance of 550.00 feet to the **Point of Beginning**;

Thence continuing South 00°12'31" West, along said West line, a distance of 769.86 feet to the North line of the Final Plat of Sage Creek, recorded in book 520, page 25, Maricopa County Records;

Thence departing said West line, along said North line, the following 5 courses;

Thence South 89°20'23" East, a distance of 968.60 feet;

Thence North 00°40'12" East, a distance of 349.67 feet;

Thence South 89°19'48" East, a distance of 220.01 feet;

Thence North 00°40'01" East, a distance of 270.05 feet;

Thence South 89°19'59" East, a distance of 1,139.90 feet;

Thence departing said North line, North 00°15'42" East, a distance of 700.00 feet to the North line of said Northwest Quarter;

Thence North 89°19'59" West, along said North line, a distance of 1,541.53 feet;

Thence departing said North line, South 00°12'31" West, a distance of 500.00 feet;

Thence North 89°19'59" West, a distance of 342.61 feet;

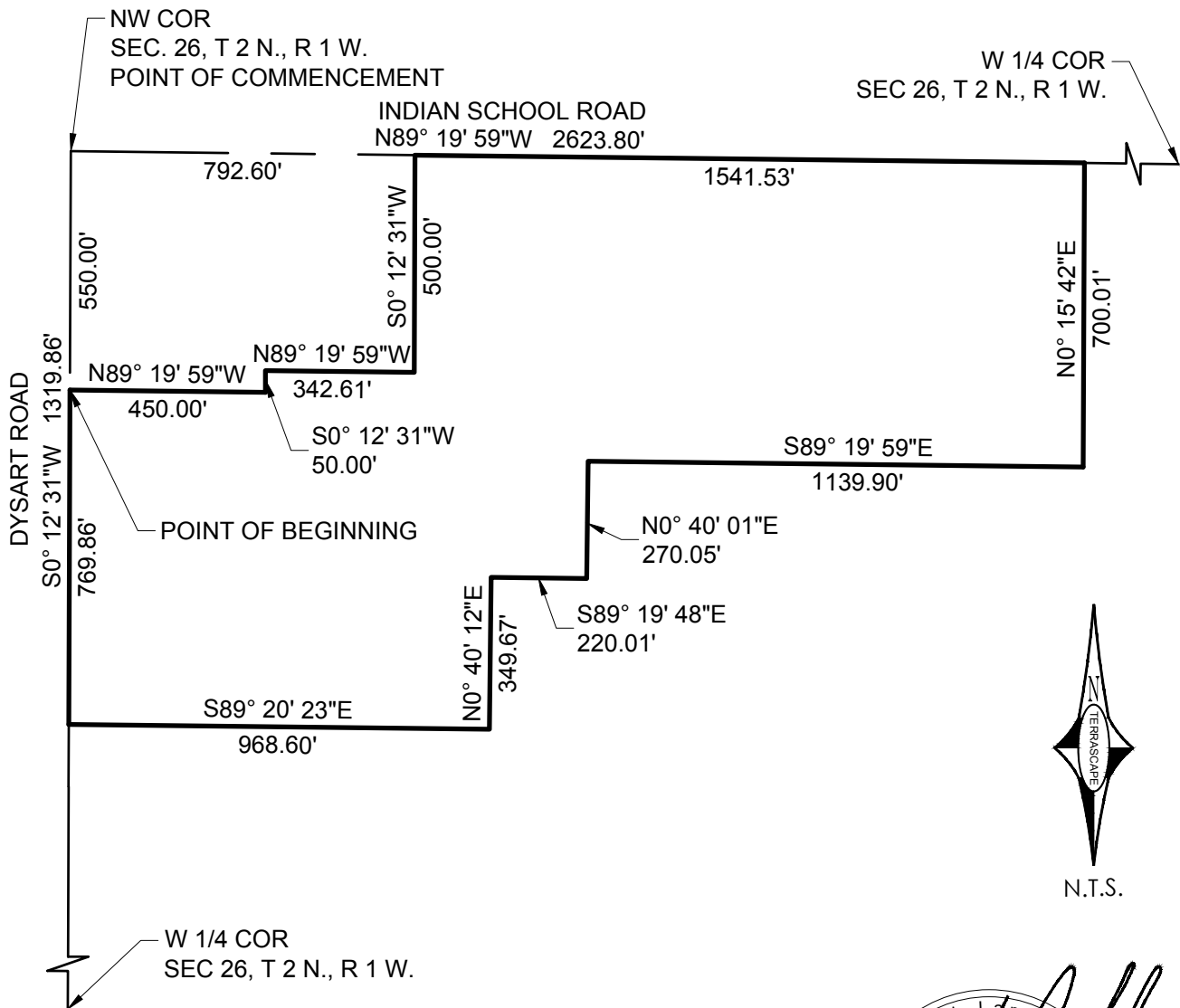
Thence South 00°12'31" West, a distance of 50.00 feet;

Thence North 89°19'59" West, a distance of 450.00 feet to the **Point of Beginning**.

Containing 1,876,137.31 square feet or 43.07 acres, more or less.



Plotted: 06/18/21 - 10:18 AM. By: mragdale
File: M:\1179 Alliance Residential-SEC of Dysart & Indian School-Avondale\Survey\1179 EXH Boundary Zoning.dwg, --> EXH



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

ZONING BOUNDARY SEC DYSART & INDIAN SCHOOL AVONDALE

Project No. 1179.1
Sheet 1 of 1

Date : 11/22/21

CITY COUNCIL REPORT

SUBJECT: Avid Hotel and Shops – Development Plan (Site Plan and Design Review) – Application PL-21-0062

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Foster sustainable community development

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will consider a request by Mr. Tim Rasnake, Archicon Architects & Interior, on behalf of Max Ghazool, for approval of PL-21-0062 Avid Hotel and Shops Development Plan (Site Plan and Design Review), which includes a proposed 95 room 4-story hotel, an approximately 5,000 square foot specialty store, 5,000 square foot restaurant, and future 3,000 retail space located within The BLVD Specific Plan on approximately 4 acres at the southwest corner of The BLVD and Avondale Boulevard. The Council will take appropriate action.

BACKGROUND:

The property was annexed in April 2009 and rezoned from Agricultural (AG) to City Center District (CCD) in August 2009. The property was again rezoned, this time from CCD to The BLVD District (BLVDD) in March 2020 following adoption of The BLVD Specific Plan the previous year. The property is located within The BLVD's Park Avenue District, which allows Central gathering area for events; Indoor sports, cultural, and entertainment (ASC, Theatre/Performing Arts Center), Mixed-use, Main Street retail, Restaurants); Urban form multi-family minimum 22 dwelling units per acre; Office; Hotel, Education Campus.

The existing uses and zoning of surrounding properties include:

NORTH: General Plan Designation The BLVD Park Avenue; Zoning The BLVDD Park Avenue District; surface parking lot

EAST: General Plan Designation The BLVD Park Avenue; Zoning The BLVDD Park Avenue District; vacant

SOUTH: General Plan Designation The BLVD Park Avenue; Zoning The BLVDD Park Avenue District; vacant

WEST: General Plan Designation The BLVD Village; Zoning The BLVDD Village District; vacant

SUMMARY OF REQUEST

The applicant is requesting approval of a Development Plan (Site Plan Design Review) for a proposed 95 room 4-story hotel, 5,000 square foot specialty store, 5,000 square foot restaurant and, future 3,000 square feet of retail space (the future space will require a separate Development Plan approval).

Primary access to the site is from Avondale Boulevard, with secondary access to The BLVD and 114th

Avenue.

Properties in The BLVD Specific Plan and The BLVD District zoning are required to submit a Development Plan (Site Plan and Design Review) for administrative Council approval prior to administrative staff approval of any construction plans.

PLANNING COMMISSION ACTION

The Planning Commission conducted a hearing on the request on February 16, 2022 and voted 5-0 to recommend approval of the proposed Avid Hotel and Shops Development Plan subject to ten (10) staff-recommended conditions.

ANALYSIS

Conformance with the General Plan

The General Plan designation for the property is The BLVD Park Avenue. As such, the request is in conformance with the General Plan.

Conformance with The BLVD Specific Plan

The BLVD Specific Plan designates the site within the Park Avenue District which allows a Central gathering area for events; Indoor sports, cultural, and entertainment (ASC, Theatre/Performing Arts Center), Mixed-use, Main Street retail, Restaurants; Urban form multi-family minimum 22 dwelling units per acre; Office; Hotel, Education Campus; therefore, the proposal is in conformance with The BLVD Specific Plan.

Permitted Uses

The use proposed for the site is consistent with the The BLVDD Park Avenue District zoning designation and is in conformance with the zoning of the site.

Development Standards

The front, side, and rear yard minimum setbacks are consistent with the zoning district.

Parking

Parking proposed meets the Avondale Zoning Ordinance Requirements

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, plant quantities, are provided throughout the site.

Streets, utilities and Other Infrastructure

The development will have one (1) access point off of Avondale Boulevard, one (1) access off of The BLVD, and one (1) access off of 114th Avenue. The applicant will be contributing, dedicating, and constructing the following improvements:

- The applicant will be required to design and construct 114th Avenue to include an asphalt section for two 13-foot travel lanes, on-street parking, curb, gutter, sidewalk, and all lighting and landscaping along the project frontage.
- The applicant shall construct Avondale Boulevard improvements to include sidewalk, pedestrian lighting, and landscaping along the project frontage.
- The applicant will be required to design and construct an 8-inch PVC water line within the 114th Avenue alignment.

DISCUSSION:

Staff recommends approval of the Development Plan (Site Plan and Design Review) request for the following reasons:

1. The proposed Development Plan is in conformance with the property's The BLVD Park Avenue District General Plan Designation,
2. The proposed Development Plan is in conformance with The BLVD Specific Plan,
3. The proposed Development Plan is in conformance with The BLVDD Park Avenue District zoning designation,
4. The proposed Development Plan, including the Site Plan, Landscape Plan, Building Elevations, and Site Details, meet or exceed development standards and requirements contained within the City of Avondale Zoning Ordinance, The BLVD Specific Plan, and Commercial and Industrial Design Manual.
5. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts at this time.

RECOMMENDATION:

The City Council will **APPROVE** Application PL-21-0062 Avid Hotel and Shops, a request for Development Plan (Site Plan and Design Review) for a proposed 95-room 4-story hotel, an approximately 5,000 square foot specialty store, and 5,000 square foot restaurant subject to the following ten (10) conditions of approval:

CONDITIONS OF APPROVAL:

1. Development of Avid Hotel and Shops shall substantially conform to the following documents, except as modified by these conditions of approval:
 - a. Narrative dated January 26, 2022
 - b. Site Plan dated January 26, 2022
 - c. Landscape Plan dated December 7, 2021
 - d. Building Elevations dated January 19, 2022
 - e. Photometrics Plan dated December 7, 2021

Further, the development will be reviewed for conformance with these stipulations unless otherwise approved by the City Engineer.

2. The Development Plan will expire two (2) years from approval unless a building permit has been issued for the project.
3. The future 3,000 square feet of retail space, as indicated on the site plan dated January 19, 2022 will require a separate Development Plan (Site Plan and Design Review) to be reviewed by staff, recommended by Planning Commission and approved by City Council.
4. Powerlines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted to underground transmission/conveyance in the first phase of development.
5. The developer will be required to design and construct 114th Avenue to include an asphalt section for two 13-foot travel lanes, on-street parking, curb, gutter, sidewalk, and all lighting and landscaping along the project frontage.
6. The developer shall construct Avondale Boulevard improvements to include sidewalk, pedestrian lighting,

and landscaping along the project frontage.

7. The developer shall design and construct an 8-inch PVC water line within the 114th Avenue alignment.
8. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
9. All required off-site improvements shall be completed in the first phase of development prior to issuance of the first Certificate of Occupancy for the project.
10. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

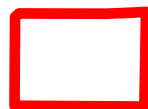
PROPOSED MOTION:

I move that Council **APPROVE** Application PL-21-0062 Avid Hotel and Shops, a request for Development Plan (Site Plan and Design Review) for a proposed 95-room 4-story hotel, an approximately 5,000 square foot specialty store, and 5,000 square foot restaurant, subject to ten (10) conditions of approval as listed in the staff report.

Contact person for document distribution:

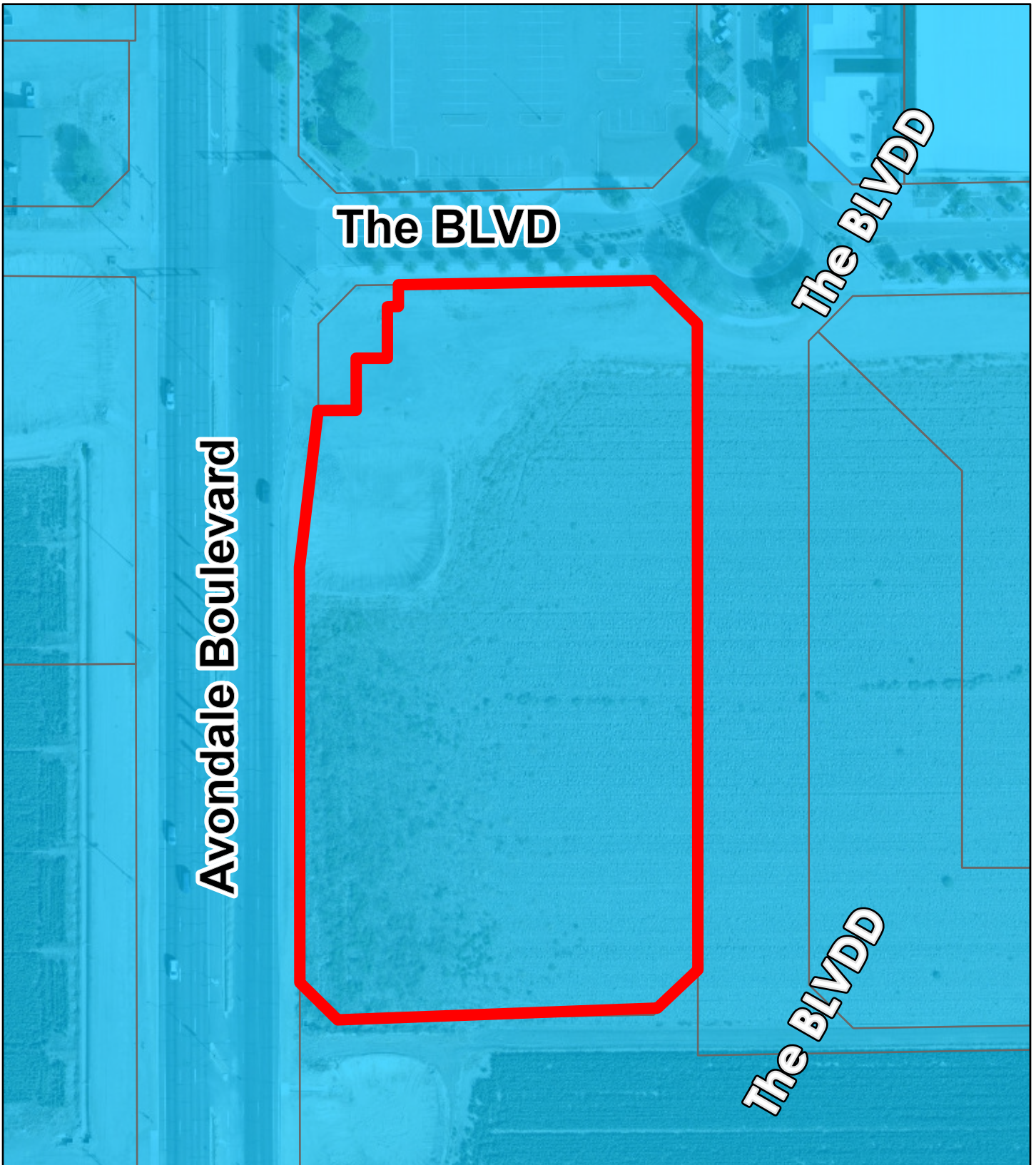


Aerial Photograph



Subject Property



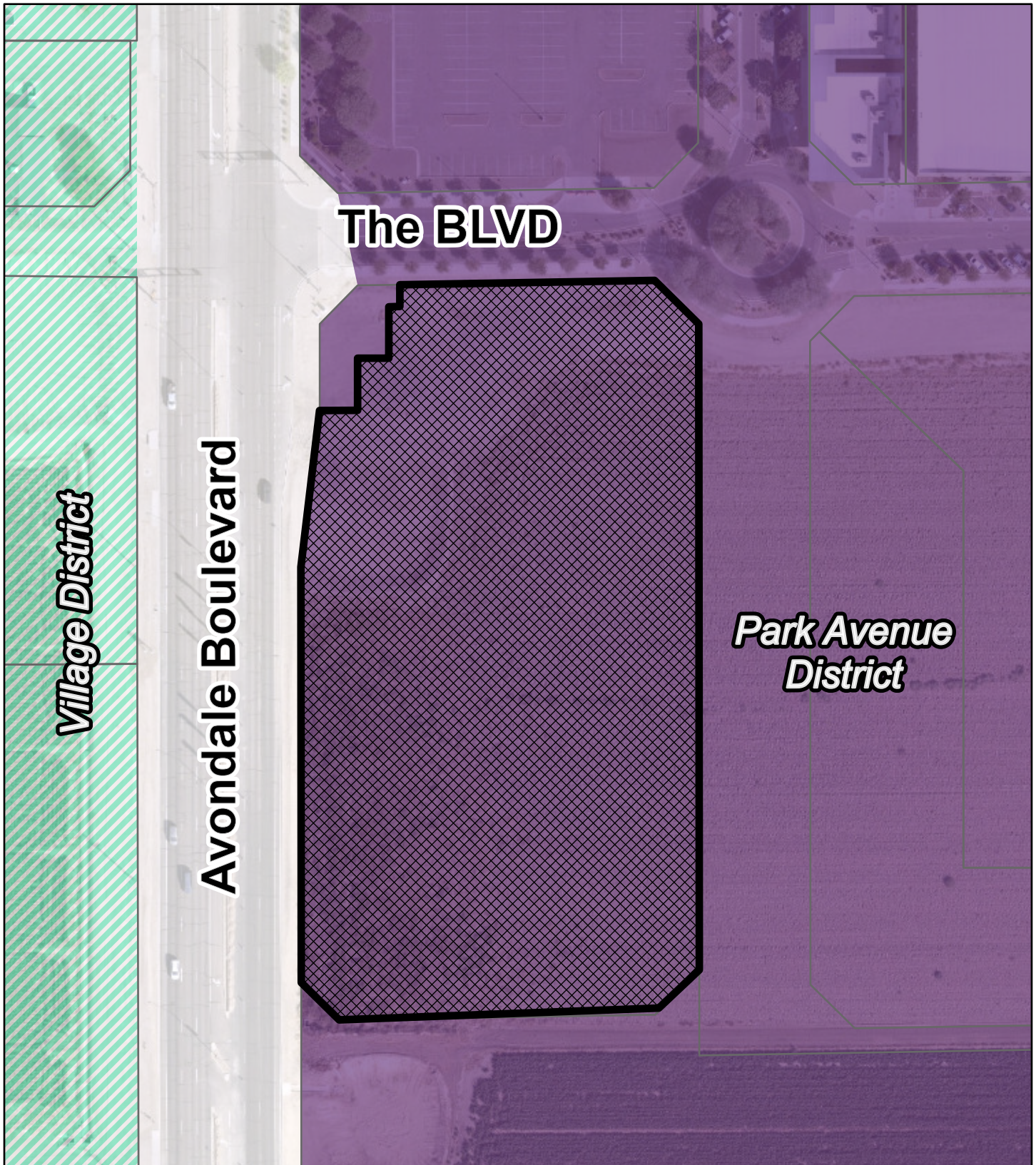


Zoning Vicinity

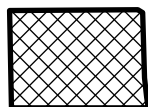


Subject Property





General Plan Land Use



Subject Property





PROJECT NARRATIVE

Avid Hotel / Retail Development
801 N. Avondale Blvd
Avondale, AZ 85323

The proposed project is a new retail/hotel development consisting of a phase I & II. Phase I is 5,289 s.f. specialty store, 3,000 s.f. retail pad with 4,985 s.f. restaurant building. This development is located on the southeast corner of N. Avondale Blvd. & The BLVD on approximately 4.10 acres of land.

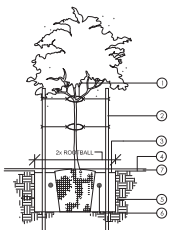
The parcel is currently farmed and has not had development on it. There are currently three planned access points to the site on Avondale Blvd., The BLVD. and 114th Ave., Half street improvements on 114th Ave to the east is incorporated into this development with off-site parking on the west side of 114th Ave. Future roads to the south are going to head eastward according to the City of Avondale.

The north half of the site is Phase I and consist of the retail portion of the project. These buildings are proposed to be single story buildings. The northwest corner of the site, the City of Avondale is currently constructing a new entry fountain for the overall BLVD development. A covered patio sitting space is designed between the retail building and restaurant on the northeast corner of the site opening up on the future park with Koi pond on the east side of 114th Ave.

The south half of the site, Phase II is proposed to be a 95 room, 4 story hotel with a public plaza on the southeast corner of the site. Again a large view corridor is provided to the proposed park and pond on the east side of 114th Ave.

All areas of the site will have associated parking with screen walls adjacent to public streets. Included in the parking area are electric vehicle recharging spaces.

Pedestrian access will be provided throughout the site and within the site between buildings.

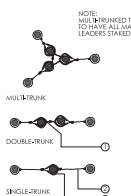


1. 1/2" RUBBER HOSE WITH #10 NIBBLE
2. TWO 2" ROUND BY 10' LONG GREEN TREE STAKES BURY 3" BELOW GRADE
3. 4" BASKIN
4. GRADE (PRIOR TO PLANT SET TO PREVENT CLIPPING)
5. ROUGHEN SIDES OF PLANT SET TO PREVENT CLIPPING
6. AGERFORM TABLETS (SEE SPEC. FOR RATE)
7. 2" DEPTH OF DECOMPOSED GRANITE (SEE LEGEND FOR TYPE)

BACKFILL PLANT SET WITH SOIL MIX PER PHX MAG SUPPLEMENT

DOUBLE STAKING DETAIL

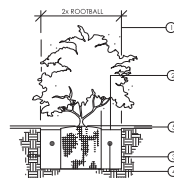
NOT TO SCALE



1. NOTCH TURNING LOOP
2. 1/2" RUBBER HOSE WITH #10 NIBBLE
3. 2x4 STAKE THROUGH EXPOSED NIBBLE
4. 1/2" RUBBER HOSE

TREE GUYING DETAIL

NOT TO SCALE



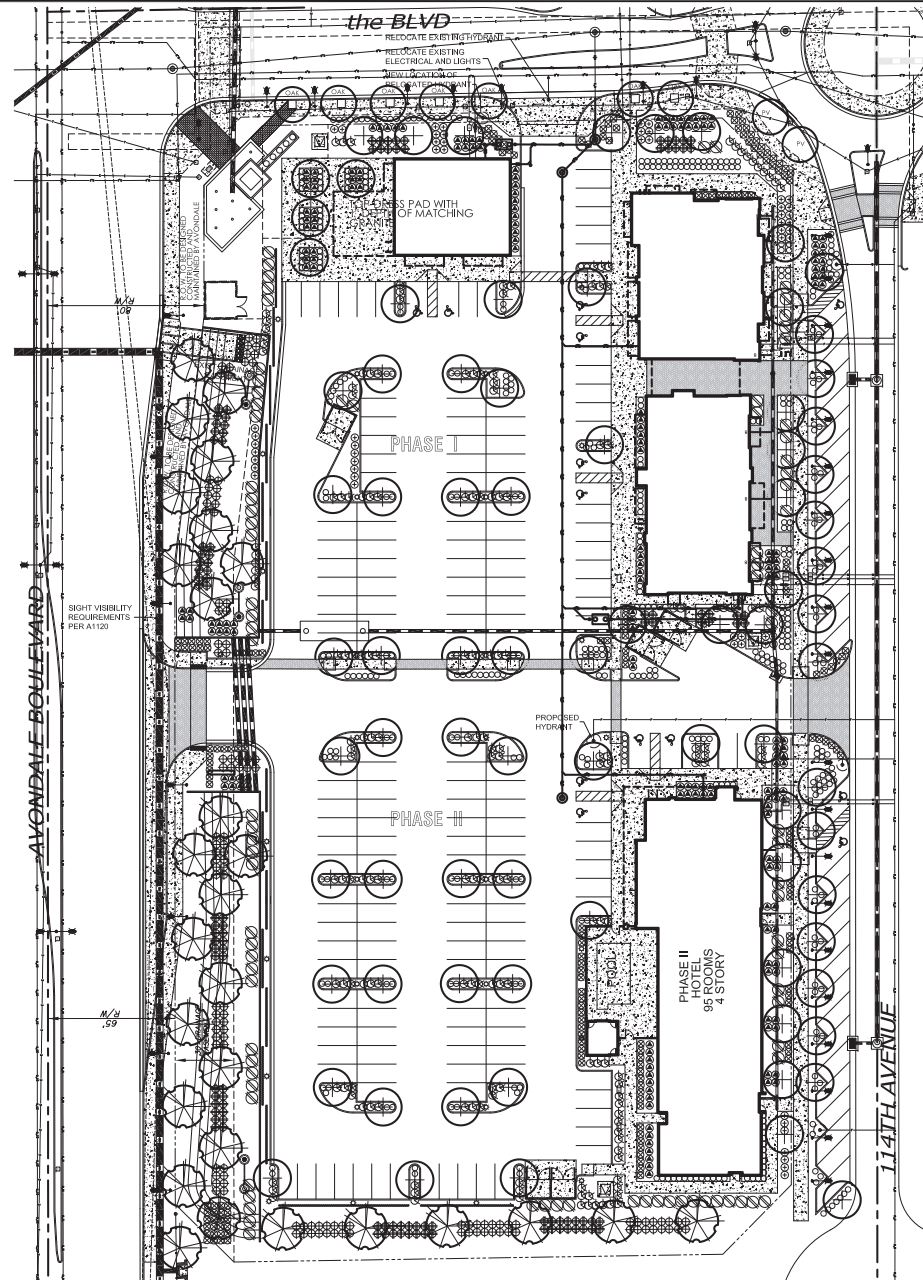
1. APPROXIMATE DIMENSION FOR 5 GAL. PLANTS
2. 1" BASKIN
3. ROUGHEN SIDES OF PLANT SET TO PREVENT CLIPPING
4. AGERFORM TABLETS (SEE SPEC. FOR RATE)
5. 2" DEPTH OF DECOMPOSED GRANITE (SEE LEGEND FOR TYPE)

BACKFILL PLANT SET WITH SOIL MIX PER PHX MAG SUPPLEMENT

SHRUB PLANTING DETAIL

NOT TO SCALE

Exhibit F Date Received 12/7/21



LANDSCAPE LEGEND

- PROSOPIS JULIFLORA
NATIVE MESQUITE
24" BOX (MULTI TRUNK) (28)
- EXISTING TREE
PROTECT FROM
CONSTRUCTION
- QUERCUS VIRGINIANA
LIVE OAK
24" BOX (82)
- TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON (88)
- HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON (120)
- RUPELLIA PENNSULARIS
BAJA RUPELLIA
5 GALLON (180)
- MULLENBERGIA 'REGAL MIST'
REGAL MIST DEER GRASS
5 GALLON (57)
- DASYLIRION WHEELERII
DESERT SPOON
5 GALLON (110)
- AGAVE GEMINIFLORA
TWIN FLOWERED AGAVE
5 GALLON (185)
- LANTANA MONTEVIDENSIS
'GOLD MOUND'
5 GALLON (417)
- HESPERALOE PERPA
BRAKE LIGHT RED YUCCA
5 GALLON (179)

3/4" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS



IN THE NW 1/4 OF THE SW 1/4 OF SECTION 6,
T. 1N., R. 1E., S. 4N., MARICOPA COUNTY, ARIZONA
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
LOCATION MAP
NORTH
1" = 1 MILE

VICINITY MAP



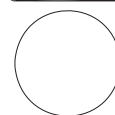
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street, Suite 120
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EMAIL: timmcqueen@tjma.net

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PHOENIX, ARIZONA 85034
(602) 222-4098
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RETAIL DEVELOPMENT
S.E.C. AVONDALE BLVD & THE BOULEVARD
AVONDALE, ARIZONA

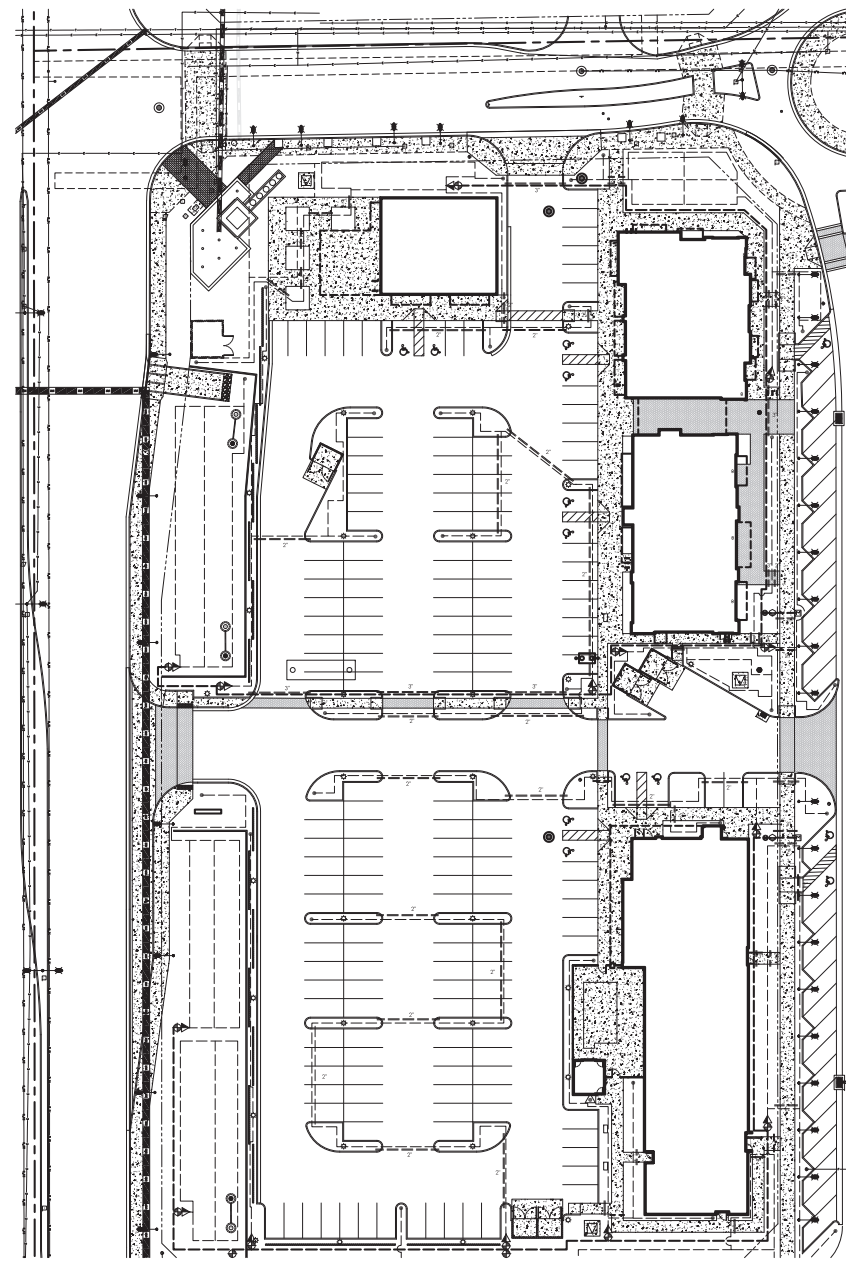
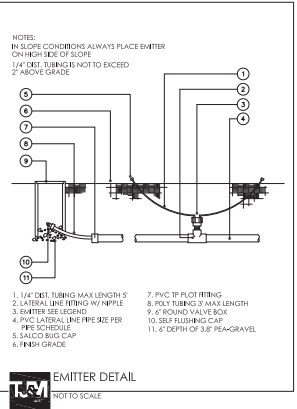
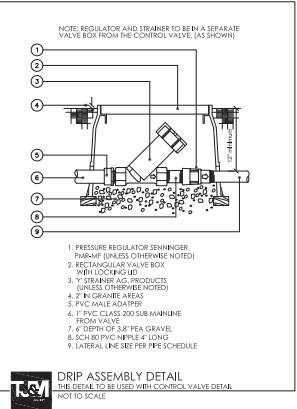
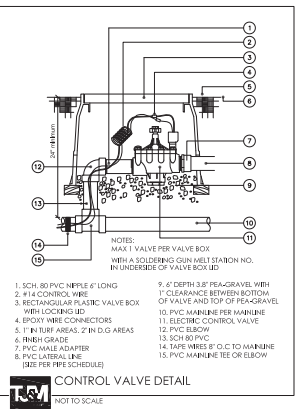
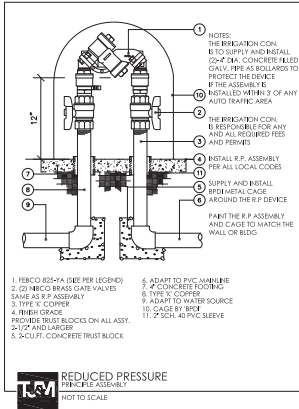
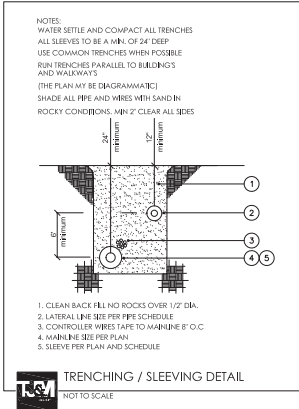
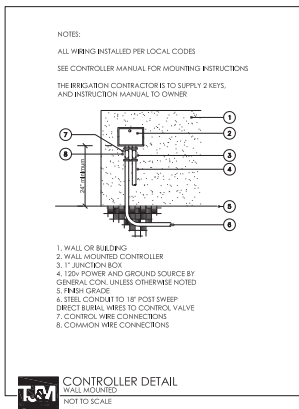
NO.	REVISION	DATE

SHEET TITLE
LANDSCAPE PLAN



La.01

ISSUE DATE: 09.14.21



CLARITY NOTE:
FOR GRAPHIC CLARITY THE EMITTERS HAVE NOT BEEN SHOWN
VERIFY EMITTER COUNT WITH PLANT COUNT AND EMITTER SCHEDULE.

FOR GRAPHIC CLARITY THE SLEEVES HAVE NOT BEEN SHOWN. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL SLEEVES PER THE FOLLOWING SCHEDULE.

SLEEVING SCHEDULE:
WIRES 2" SCH. 40 PVC (QTY AS REQUIRED)
MAIN LINE 4" SCH. 40 PVC (OR DBL THE MAINLINE SIZE)
DRIP LATERAL 3" SCH. 40 PVC
TURF LATERAL 3" SCH. 40 PVC (OR DBL THE LATERAL LINE SIZE)

EMITTER SCHEDULE

PLANT SIZE	G.A. PER HR.	EMITTER SIZE
36" BOX	6	(1) HUNTER MPE-20
24" BOX	4	(1) HUNTER MPE-20
15 GALLON	4	(1) HUNTER MPE-10
8 GALLON	1	(1) HUNTER HEB-10
1 GALLON	1	(1) HUNTER HEB-10

NOTES:
EMITTER SIZING AND QUANTITIES MAY VARY DEPENDING ON SOIL TYPE AND CLIMATE CONDITIONS VERIFY PRIOR TO BID. ALL NON-METALLIC WATER AND IRRIGATION PIPING LARGER THAN 2" REQUIRE MIN. 18 AWG INSULATED COPPER TRACER WIRE SUITABLE FOR DIRECT BURIAL.

THE IRRIGATION CONTRACTOR MAY SUBSTITUTE
(1) MULTI EMITTER FOR (6) SINGLE EMITTERS IN GROUND AREAS AS LONG AS DBT. TUBING DOES NOT EXCEED 5 FT.

FOUNDATION NOTE:
NO END CAPS ARE TO BE PLACED WITHIN 15' OF ANY FOUNDATION OR FOOTING. ADJUST LAYOUT AS REQUIRED.
NO HIGH WATER USE OR HIGH FLOW PRODUCTS ARE TO BE USED WITHIN 15' OF ANY FOUNDATION OR FOOTING. THE IRRIGATION IS TO BE MONITORED ON A REGULAR BASIS TO AVOID SOIL SATURATION AROUND FOUNDATIONS AND FOOTINGS. THE IRRIGATION PLAN IS DIAGRAMMATIC ADJUST LAYOUT AS REQUIRED.

IRRIGATION LEGEND

- 2-1/2" LANDSCAPE METER
- 2-1/2" GUARDSHACK CAGE PAINTED TO MATCH BUILDING
- 2-HUNTER ICV (SIZE PER MAINLINE) MASTER VALVE INSTALL IN VALVE BOX ADJACENT TO BACKFLOW
- HUNTER DRIP CONTROL ZONE KIT
PCZ-101-25 (30gph to 600gph) (5gpm to 10gpm)
ICZ-101-25 (601gph to 1,200gph) (10gpm to 20gpm)
- 2-HUNTER I-CORE-1C-600-M (MODULES AS REQUIRED)
- 12 STATION CONTROLLER (POWER PER GENERAL CONTRACTOR)
- HUNTER HEB-10 (1/2" THREADED) PRESSURE COMP. SINGLE PORT EMITTER
- HUNTER MPE-SIZE PER SCHEDULE (1/2" THREADED) PRESSURE COMP. MULTI PORT EMITTER
- 1.5" MAINLINE (SCH40)
- CLASS 200-3/4" DRIP LATERAL LINE
- AG. PRODUCTS SELF FLUSHING END CAP (SEE FOUNDATION NOTE)
- SCH 40 PVC SLEEVE (SEE SLEEVING SCHEDULE)

PIPE SCHEDULE

PIPE SIZE	GPM	PIPE CLASS
1/2"	0-5	315
3/4"	6-10	200
1"	11-15	200
1 1/4"	16-25	200
1 1/2"	26-35	200
2"	36-60	200

IRRIGATION PLAN

0' 15' 30' 60'
SCALE: 1"=30'-00"

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LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

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RETAIL DEVELOPMENT
S.E.C. AVONDALE BLVD & THE BOULEVARD
AVONDALE, ARIZONA

JOB NO: 27166
PROJECT NAME: J. KOSKI
DRAWN BY: ARCHICON
CHECKED BY: J. PLANICK
NO. REVISION DATE

NO.	REVISION	DATE

SHEET TITLE:
IRRIGATION PLAN

La.02

ISSUE DATE: 03 DEC 2020

KEYED NOTES

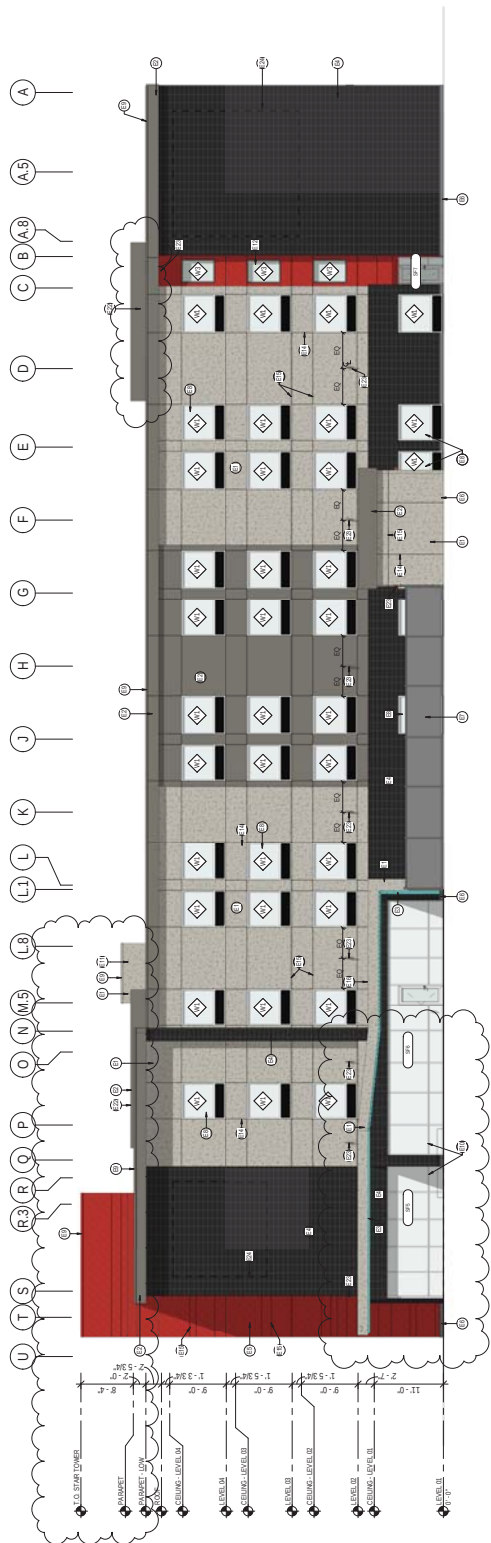
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GENERAL NOTES

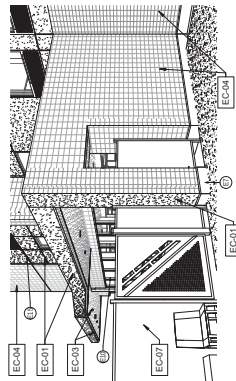
- A. SEE Q0.00 AND H0. SUPPLEMENTAL EXTERIOR FINISHES DOCUMENT FOR INFORMATION ON MATERIALS, SYSTEMS, AND COLORS.
- B. TINTED/STAINING TOILE PROVIDED AS REQUIRED BY LOCAL BUILDING CODES. SEE A10 FOR SECTION DETAILS ON WINDOW TYPES WL, W2.
- C. COORDINATE PLACEMENT OF ALLOWABLES, VENTS, AND OTHER EXTENSIONS WITH LOCATIONS OF SOFFIT JOINTS (TYP).
- D.

MATERIAL LEGEND

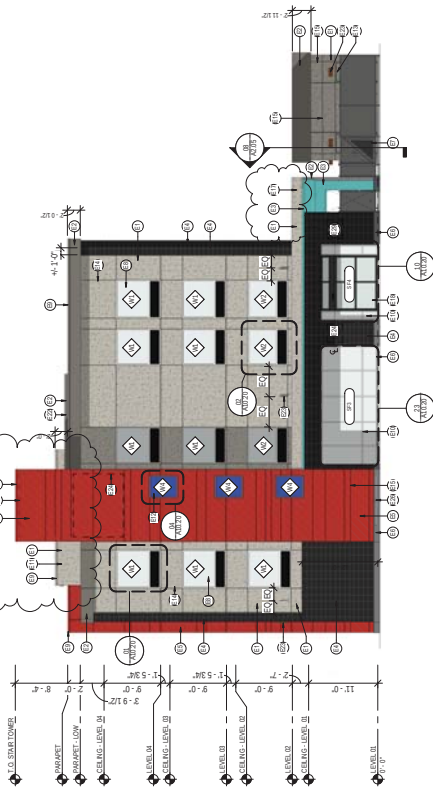
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05 WEST ELEVATION
1/8" = 1'-0"



4 PERSPECTIVE - BACK SIDE OF CANOPY

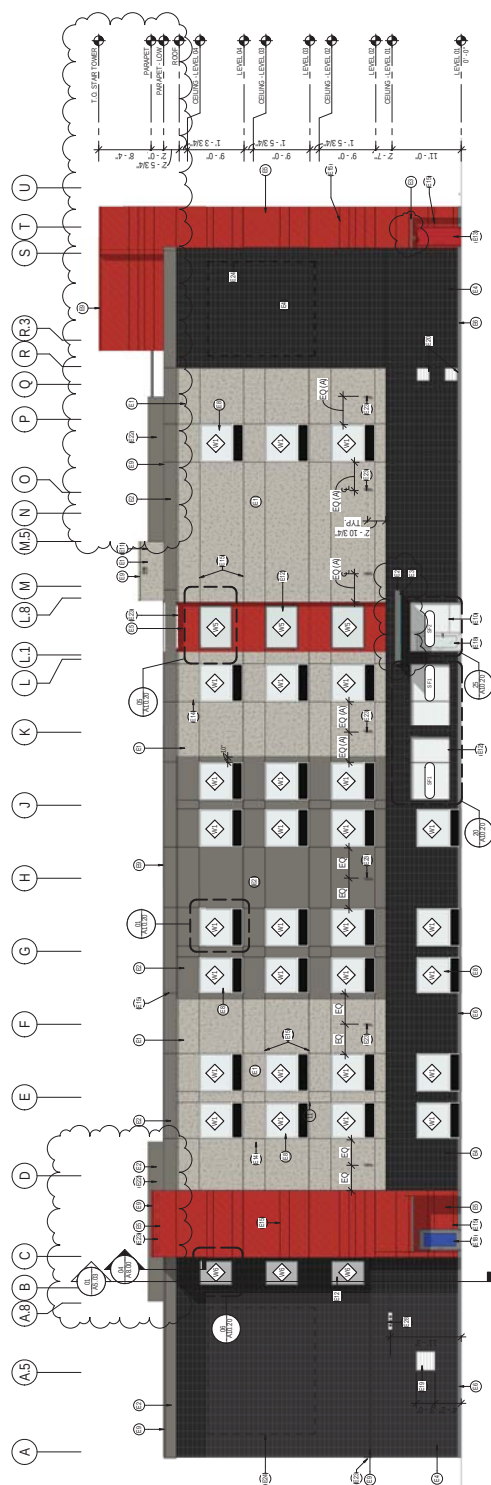


02 EXTERIOR PERSPECTIVE - CANOPY

01 NORTH ELEVATION
A4, B) 1/8" = 1'-0"

KEYED NOTES

SERIES DRAWINGS FOR SCORE JOINT LAYOUT DIMENSIONS

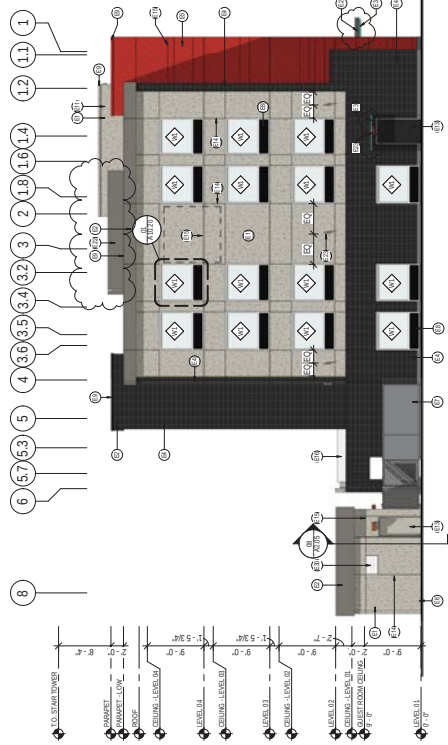


02 EAST ELEVATION
A4.20 1/8" = 1'-0"

GENERAL NOTES

- a. SEE GO TO AND HIDE SUPPLEMENTAL EXTERIOR FINISHES DOCUMENT FOR INFORMATION ON MATERIALS, SYSTEMS, AND COLORS.
- b. TRIMMED PLUMBING TO BE PROVIDED AS REQUIRED BY LOCAL BUILDING CODES.
- c. SEE A-10 FOR SECTION DETAILS ON WINDOW TYPES WL, W2.
- d. COORDINATE PLACEMENT OF ALL LOUVERS, VENTS, AND OTHER EXTERIOR DEVICES WITH LOCATIONS OF SCORE JOINTS (TYP).

MATERIAL LEGEND

[illegible]

01 SOUTH ELEVATION

CITY COUNCIL REPORT

SUBJECT: Encore Avondale – Development Plan (Site Plan and Design Review) – Application PL-21-0331

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Foster sustainable community development

STRATEGY: Encourage build-out in residential housing opportunities that support diverse housing options.

PURPOSE:

City Council will consider a request by Mr. Jason Morris ESQ., Withey Morris PLC. on behalf of EMF Avondale LLC, for approval of PL-21-0331 Encore Avondale Development Plan (Site Plan and Design Review), a proposed 300-unit multi-family residential apartment community located within The BLVD Specific Plan on approximately 9.52 acres at the southeast corner of Roosevelt Street and Park Avenue. The Council will take appropriate action.

BACKGROUND:

The property was annexed in April 2009 and rezoned from Agricultural (AG) to City Center District (CCD) in August 2009. The property was again rezoned, this time from CCD to The BLVD District (BLVDD) in March 2020 following adoption of The BLVD Specific Plan the previous year. The property is located within The BLVD's Park Avenue and Residential Districts, which allows Central gathering area for events; Indoor sports, cultural, and entertainment (ASC, Theatre/Performing Arts Center), Mixed-use, Main Street retail, Restaurants); Urban form multi-family at a minimum 22 dwelling units per acre; Office; Hotel, Education Campus; as well as Single-family attached residential; and Multi-family at a minimum 18 dwelling units per acre.

The existing uses and zoning of surrounding properties include:

NORTH: General Plan Designation The BLVD Gateway; Zoning The BLVDD Gateway District; Vacant and Homewood Suites

EAST: General Plan Designation The BLVD Residential; Zoning The BLVDD Park Avenue District; Villages at The BLVD multi-family

SOUTH: General Plan Designation The BLVD Park Avenue and Medium High Density Residential; Zoning The BLVDD Park Avenue District and Waterford Square Planned Area Development; proposed Alta Avondale Multi-family and under construction and Single Family residential

WEST: General Plan Designation The BLVD Park Avenue; Zoning The BLVDD Park Avenue District; Vacant, park and ride lot and future parking garage

SUMMARY OF REQUEST

The applicant is requesting approval of a Development Plan (Site Plan and Design Review) for a 300-unit multi-family apartment urban form community. The site consists of six (6) 4-story apartment buildings with amenities that include a central leasing office/clubhouse with a fitness center, individual workspaces and conference room, passive entertainment areas and a coffee bar. Outdoor amenities including a pool amenity area with a spa, various BBQ/dining areas, hammock grove, firepits, turf areas and an outdoor entertainment pavilion with TV, BBQ grills and beverage sink(s). An outdoor dog splash and dog wash is proposed, along with pocket plaza areas, bike storage/repair, and a 10-foot wide multi-use path south of the community, which will further pedestrian connectivity goals for the area. The community will also feature on-site management, 24/7 package systems, trash valet, and elective vehicle (EV) charging stations.

The proposal includes 143 one-bedroom units; 121 two-bedroom units, and 36 three-bedroom units for a total of 300 units. Primary access to the site is from Roosevelt Street with a secondary egress (exit) to Park Avenue; no ingress (entry) will be allowed from Park Avenue.

Properties in The BLVD Specific Plan and The BLVD District zoning are required to submit a Development Plan (Site Plan and Design Review) for administrative Council approval prior to administrative staff approval of any construction plans.

PLANNING COMMISSION ACTION

The Planning Commission conducted a public hearing on the request on February 16, 2022 and voted 5-0 to recommend approval of the proposed Encore Avondale Development Plan subject to nine (9) staff-recommended conditions.

ANALYSIS

Conformance with the General Plan

The General Plan designations for the property are The BLVD Park Avenue and Residential Districts. As such, the request is in conformance with the General Plan.

Conformance with The BLVD Specific Plan

The BLVD Specific Plan designates the site as the Park Avenue District and Residential District with a minimum dwelling unit per acre requirement of 18 units per acre. The proposal is for 31.5 dwelling units per acre, exceeding the minimum requirements and is therefore in conformance with The BLVD Specific Plan.

Permitted Uses

The use proposed for the site is consistent with the The BLVDD Park Avenue and Residential District zoning designations and is in conformance with the zoning of the site.

Development Standards

The front, side, and rear yard minimum setbacks are consistent with the zoning district.

Parking

Parking proposed meets the Avondale Zoning Ordinance Requirements

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, plant quantities, are provided throughout the site.

Streets, utilities and Other Infrastructure

The development will have one (1) access point off of Roosevelt Street and one (1) egress to Park Avenue. The applicant will be dedicating right-of-way and constructing Roosevelt Street improvements adjacent to their development. The applicant will also be private fire, water, and sewer lines within the development.

DISCUSSION:

Staff recommends approval of the Development Plan (Site Plan and Design Review) request for the following

reasons:

1. The proposed Development Plan is in conformance with the property's The BLVD Park Avenue and Residential District General Plan designations.
2. The proposed Development Plan is in conformance with The BLVD Specific Plan.
3. The proposed Development Plan is in conformance with the BLVDD Park Avenue and Residential Districts zoning designations.
4. The proposed Development Plan, including the Site Plan, Landscape Plan, Building Elevations, and Site Details, meet or exceed development standards and requirements contained within the City of Avondale Zoning Ordinance, The BLVD Specific Plan, and Multi-Family Residential Design Manual.
5. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No immediate budget impact; however, developer contributions related to this item need to be included in the scope of CIP.

RECOMMENDATION:

The City Council will **APPROVE** Application PL-21-0331 Encore Avondale, a request for Development Plan (Site Plan and Design Review) for a proposed 300-unit multi-family residential community, subject to the following nine (9) conditions of approval:

CONDITIONS OF APPROVAL:

1. Development of Encore Avondale shall substantially conform to the following documents, except as modified by these conditions of approval:
 - a. Narrative dated December 9, 2021
 - b. Site Plan dated December 13, 2021
 - c. Landscape Plan dated January 19, 2022
 - d. Building Elevations dated December 13, 2021
 - e. Photometrics Plan dated December 13, 2021
 - f. Signage Plan December 22, 2021

Further, the development will be reviewed for conformance with these stipulations unless otherwise approved by the City Engineer.

2. The Development Plan will expire two (2) years from approval unless a building permit has been issued for the project.
3. Powerlines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted to underground transmission/conveyance in the first phase of development.
4. All required off-site improvements shall be completed in the first phase of development prior to issuance of the first Certificate of Occupancy for the project.
5. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
6. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
7. Dedication of 45 feet of right-of-way and half-street improvements along the Roosevelt Street frontage shall be required. Improvements along Roosevelt Street will be, but not limited to, asphalt, bike lanes, curb, gutter, sidewalk, landscaping, parking stalls, pedestrian lighting, and street lights in accordance with The BLVD Roosevelt Street cross-section for Avondale Boulevard to 113th Ave as indicated in The BLVD Specific Plan. Pedestrian lights will be required along Roosevelt Street. These shall match the lights along Park Avenue, be spaced along the Roosevelt Street sidewalk, and be maintained by the City. These lights will need to be between the sidewalk and the curb.

8. A Final Plat shall be required to combine Tract 1, assessor parcel number 102-57-263, and the abandonment of Roosevelt Street right-of-way per Ordinance 2069-1221, and to dedicate 45 feet of right-of-way prior to City engineering approval.

9. A ten (10) foot wide multi-use trail, constructed by others, will be located in the existing 40 feet of right-of-way adjacent to the eastern half of the frontage of the subject site. The developer shall be required to construct the landscaping, lighting, and pedestrian amenities in the existing 40 feet of right-of-way located adjacent to the eastern half of the subject site. The developer of this project will be required to maintain the multi-use trail, landscaping, lighting, and pedestrian amenities within the 40 feet of right-of-way.

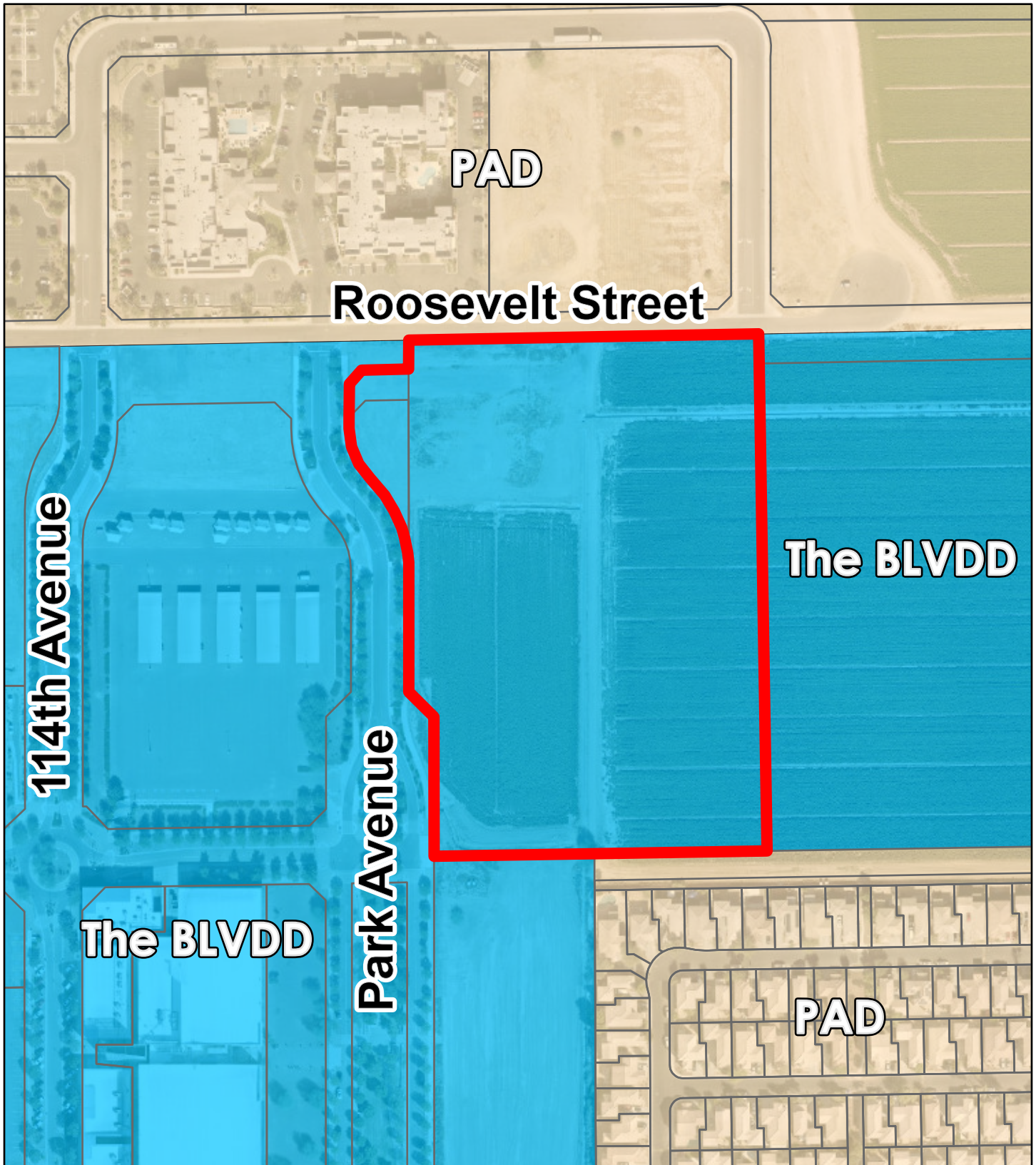
PROPOSED MOTION:

I move that Council **APPROVE** Application PL-21-0331 Encore Avondale, a request for Development Plan (Site Plan and Design Review) for a proposed 300-unit multi-family residential community, subject to nine (9) conditions of approval as listed in the staff report.

Contact person for document distribution:



Aerial Photograph

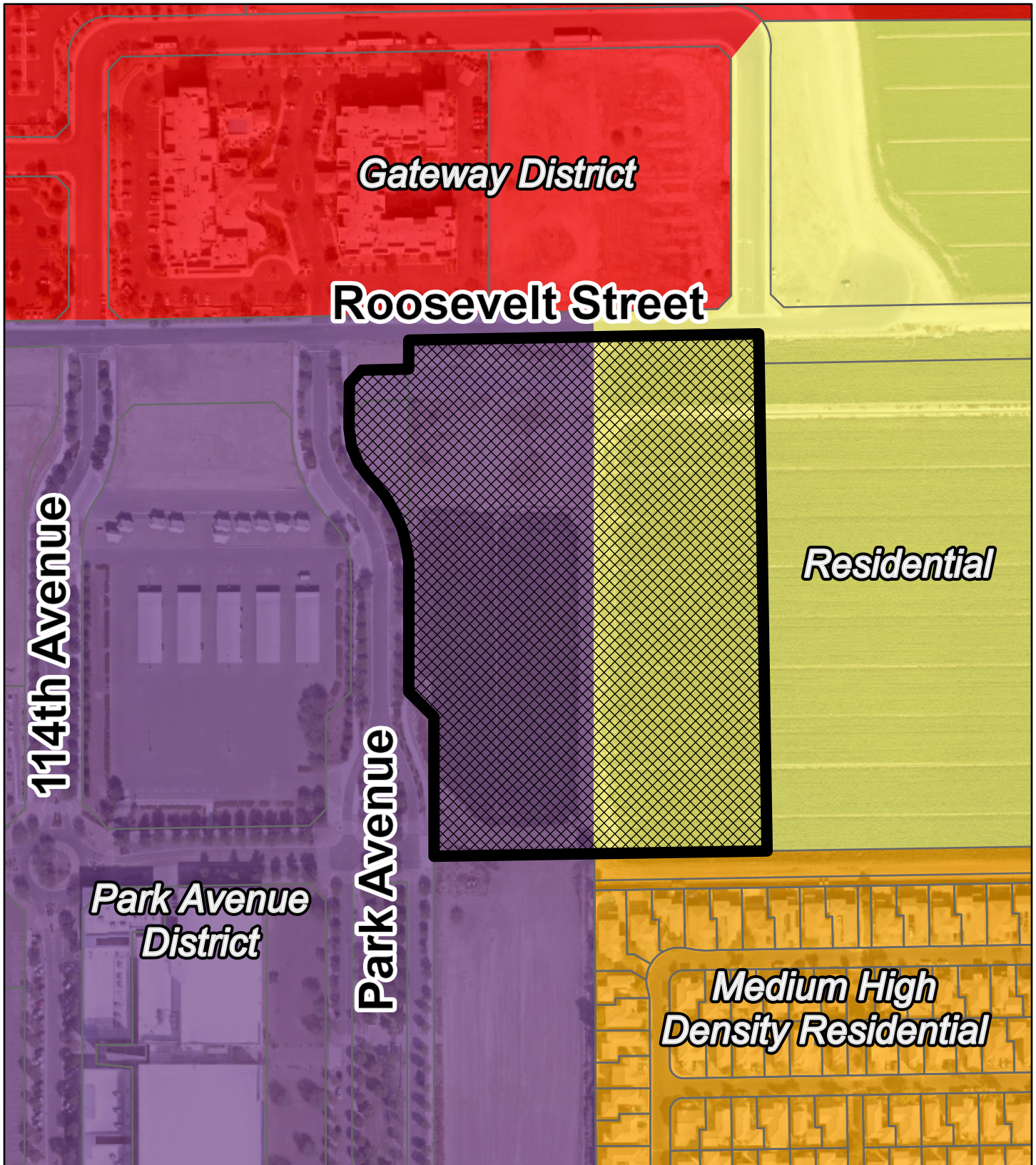


Zoning Vicinity

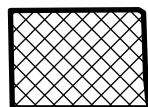


Subject Property





General Plan Land Use



Subject Property



Encore Avondale

Development Plan
Narrative
(Case No. PL-21-0331)

2nd Submittal:
December 9, 2021

1st Submittal:
October 8, 2021



Development Team

Applicant/Developer



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LIST OF EXHIBITS

- A. Aerial and Vicinity Map
- B. Zoning Map
- C. General Plan Map

A. Introduction

Encore Multi-Family (“Encore”) plans to develop approximately 9.9 acres located at the southeast corner of Park Avenue and Roosevelt Street (the “Property”), otherwise commonly known as Maricopa County Assessor’s Parcel Numbers (APN) 102-57-257B and 102-57-258. The proposed development is a new 4-story 300-unit luxury multi-family residential development (the “Project” or “Community”). The approximately 9.9-acre Property includes approximately .28-acres of city-owned property, which is anticipated to be incorporated into the proposed development. Additionally, a small .098-acre portion of right-of-way immediately north of the city-owned parcel is proposed to be abandoned via separate cover and incorporated into the development. **See Aerial Map at Exhibit A.** The proposed development will further the goals of the City and optimize development of the Property by solving for some site constraints as detailed below. The current use of the Property is categorized by the Assessor as “Agricultural”.

The Property has frontage on both Roosevelt Street and Park Avenue. The surrounding land uses consist of a Hilton Garden Inn (PAD) and vacant land (PAD) to the north, beyond Roosevelt Street; vacant land approved as The Village at the BLVD (The BLVDD) to the east; vacant city property (BLVDD) and a single-family subdivision (PAD) to the south; and, a park and ride and vacant land (BLVDD) to the west, beyond Park Avenue.

The Avondale General Plan Land Use Map designation for the Property is “The BLVD”. The Property is further subject to The BLVD Specific Plan (“BSP”), which is incorporated into the Avondale General Plan by reference and is intended to provide more detailed goals, objectives, and policies pertaining to the planning area. The BLVD Specific Plan contains six (6) sub-districts, of which the Property is designated as being located within the “Park Avenue District” and the “Residential District”. The Residential District is intended to accommodate development of higher density housing, with an expectation that highly-amenitized, luxury living with urban forms be provided. According to the City’s Zoning Atlas and official city records, the Property is zoned The BLVD District (“BLVDD”) and the “base zones” coincide with the BSP as “Park Avenue District” and “Residential District”. **See Exhibit B, General Plan Map and Exhibit C, Zoning Map.**

The proposed Community is a permitted by-right land use; however, due to use-specific conditions which are required by the Avondale Zoning Ordinance for multi-family development within The BLVDD, a minimum density (299 dwelling units) will be required for development of the Property. This is because the Property was previously part of a larger 27 net acre parcel which was split via land division to accommodate *The Village at the BLVD* project, a 187-unit single-story multi-family residential community on 15.92 acres. Prior to the larger parcel being “split”, a minimum of 486 dwelling units would have been required for development of the 27-acre parcel in order to meet the minimum density requirements of The BLVDD. Therefore, because *The Village at the BLVD* only provides 11.7 dwelling units per acre, the balance of the density (299 dwelling units) is required to be provided for development of the Property. To this end, the applicant is requesting Development Plan approval for a 4-story 300-unit luxury multi-family residential development, which will be developed in accordance with The BLVDD standards.

B. Request

With zoning in-place, this application requests Development Plan approval for a new luxury multi-family residential community with tucked under garages, gated access and high-quality amenities, as detailed below.

C. Project Overview

The BLVD is a mixed-use destination which is planned to provide the ultimate live/work/play experience. In accordance with the City's goals for The BLVD, Encore seeks to develop the Property with quality multi-family units for the area, which is envisioned for high density. The proposed development will further the goals of The BLVD as a mixed-use environment and will provide new residences close to employment opportunities, recreation, commercial amenities and major transportation arteries in the area.

The conceptual site plan enclosed herein identifies six (6) 4-story residential buildings and several high-quality amenities which ensure optimal livability for residents. The proposed amenities include a central leasing office/clubhouse with a fitness center, individual workspaces and conference room, passive entertainment areas and a coffee bar. Outdoor amenities including a pool amenity area with a spa, various BBQ/dining areas, hammock grove, firepits, turf areas and an outdoor entertainment pavilion with TV, BBQ grills and beverage sink(s). An outdoor dog splash and dog wash is proposed, along with pocket plaza areas, bike storage/repair, and a 10' multi-use path to the south of the Community, which will further pedestrian connectivity goals for the area. The Community will also feature on-site management, 24/7 package systems, trash valet, EV charging stations, and more.

The proposed Project will include one, two and three-bedroom units. Each unit will include a kitchen island, granite counters, stainless steel appliance package, kitchen pantry, private patios/balconies, full-size in-unit washer and dryers, and much more.

The proposed Community will cater to a variety of lifestyles and aims to provide convenient access to existing and future services in the area, employment opportunities and amenities, while residents enjoy a lock-and-leave lifestyle. The proposed plan will create an intimate community designed to foster connections and caring relationships amongst other residents by a series of active open space areas and gathering spaces within the Community.

D. Development Standards

Development of the Project shall conform to The BLVDD, including standards set forth in: (i) the "Use-Specific Conditions" in Ordinance Section 501.F; and, (ii) The BLVDD development standards for the Residential Sub-District (Ordinance Section 501.G), including setbacks.

E. Architectural Design and Compatibility

The design of Encore Avondale is a reflection of the dynamism and energy of the Boulevard District of which it is a part. Forward looking, modern, it projects a sense of sophistication without being overly serious.

Designed for the young at heart, Encore Avondale is ideally situated with adjacent active public open spaces and the nearby Randall McDaniel Sports Complex. The building elevations take design cues from the sports complex by incorporating vibrant hues arranged in interesting geometric patterns. These subtle visual references connect Encore Avondale to the surrounding neighborhood and foster continuity and sense of place.

There is a simplicity and clarity to the architectural design of the buildings that relies on good proportions, and thoughtful composition to create a welcoming environment for its residents, as well as an attractive backdrop to the public realm. Encore Avondale will be a prime example of the New Desert Urbanism that is unique to the region.

F. Site Plan Details

Access/Circulation

The primary access for ingress/egress to the Property will be via a grand tree-lined entry via Roosevelt Street. To the east and west of the leasing office/clubhouse will be gated vehicular access points into the Community. Beyond the gated entries, vehicular circulation is provided via a looped drive around Building 5. A secondary egress/emergency access will be provided via Park Avenue at the southwest corner of the Community.

Parking

Parking will be provided via tucked under garages on the first floor of each building. Additional parking will be provided within a looped drive for convenient access to each building.

The Ordinance requires 559 parking spaces for the Community; however, 564 parking spaces are provided, including: 185 covered spaces, 124 uncovered spaces, 108 tandem uncovered spaces, 115 garage spaces (23%) and 24 street parking spaces (on Roosevelt).

The provided parking includes 20 electric vehicle charging spaces, 80 EV compatible spaces, one (1) guest EV charging space and 5 guest EV compatible spaces, in accordance with the Zoning Ordinance.

In addition, 26 bicycle parking spaces will be provided within a bike storage and bike repair room.

Refuse

A refuse compactor and recycling bin will be provided at the southeast corner of the Community, west of the free-standing garages located along the eastern perimeter. The compactor and recycling were carefully planned to be situated away from future residences. Ultimately, the proposed freestanding garages, landscape buffer and 6' high CMU wall to the east will provide for appropriate buffering of the compactor/recycling facilities for future residences to the east.

G. Landscaping & Open Space

Landscape Theme and Details

The Project landscaping will be consistent with The BLVDD. This development will have a predominantly lush with modern emphasis and an intensity consistent with the surrounding influences. The streetscape will adhere to the street themes established. Along Park Avenue, the existing trees west of the walk will remain, and the Community will complement the streetscape and provide a second row of the same species. Roosevelt Street will implement an Evergreen Oak theme established in the master plan. Those trees will be planted in a triangulated fashion. The plant palette along the streetscape is reinforced with strong simple massing's of

varieties that will complement both sides of the walks when new plantings are provided. In some areas along Roosevelt Street, rectangular synthetic lawn areas will be implemented, providing clear access from the parking stalls to the walk. Desert Museum, Evergreen Elm, Pistache and Oaks, will be the prominent trees. Shrub and groundcover plantings will consist of primarily Blue Bells, Outback Sunrise, Yellow Blooming Aloe and Deer grass varieties. Landscaping will be provided on-site as required by the Zoning Ordinance

Open Space Concept

The Community is designed to cater to a range of lifestyles and primary circulation routes are planned from each building to the common open spaces, as well as to a 10' trail to the south of the Community. The development will provide approximately 63,040 square feet of total open space, meeting the 15% ordinance minimum.

The conceptual site plan incorporates some pocket park/plaza planning techniques into the plan, which will contribute to a more livable environment and create important pedestrian refuge areas. As noted above, a significant number of amenities are also provided, consistent with the market demand and vision for the area.

Entrance Design Concept

The Community is entered via a linear entry drive that features enhanced paving and is tree lined on both sides and in a median. The front façade of the leasing office/clubhouse becomes the focal point upon entry. Thoughtful entry monumentation will welcome residents and their guests.

Perimeter Walls and Signs

Due to the urban form of the proposed buildings which are situated close to the respective streets, building locations will naturally guide and secure site access. Where buildings do not exist, fencing and CMU walls will be provided to secure the site as shown on the enclosed conceptual wall plan (Sheet L9).

Thoughtful entry sign monumentation will be provided, as shown on the conceptual landscape plan (Sheet L1), to welcome residents and their guests.

H. Infrastructure

Utilities

Sewer: Buildings 5 and 6 will connect to an existing sewer main in Roosevelt by conventional 6" sewer tap. Buildings 1, 2 and 3 will connect to sewer in Park Ave using existing sewer stubs to the Property. Buildings 4 and 7 will connect to the proposed private sewer along the south side of the site. Private sewer easement allows for connection to this line.

Water Domestic: Two larger diameter meters (in vaults) will connect to an onsite loop around the interior of the site. Individual buildings will connect to this line. The initial plan is for a 6" meter at the southwest corner of the Property connecting to the 8" main in Park Ave and a 6" meter in the northeast corner of the site connection to the 12" main in Roosevelt. At final design, the size of the meters may be reduced to 3" or 4" meters.

Water Fire: An onsite loop with two connections will be constructed to provide onsite hydrant and riser service. Hydrants are spaced 300' apart and riser to each building. Connection to city mains will be per City

standard A1325. FDCs will be located at the backflow locations with a new public hydrant located at each drive. Onsite hydrants will be private.

Grading and Drainage

Grading and drainage will adhere to City of Avondale land development standards and retain the 100-year 2-hour storm event for the onsite area and adjacent half street for Roosevelt Street. The contributing areas include the onsite area, direct frontage of half streets on Roosevelt and the east edge of the Park Avenue sidewalk. These will all be retained in an interconnected underground retention system.

I. Conclusion

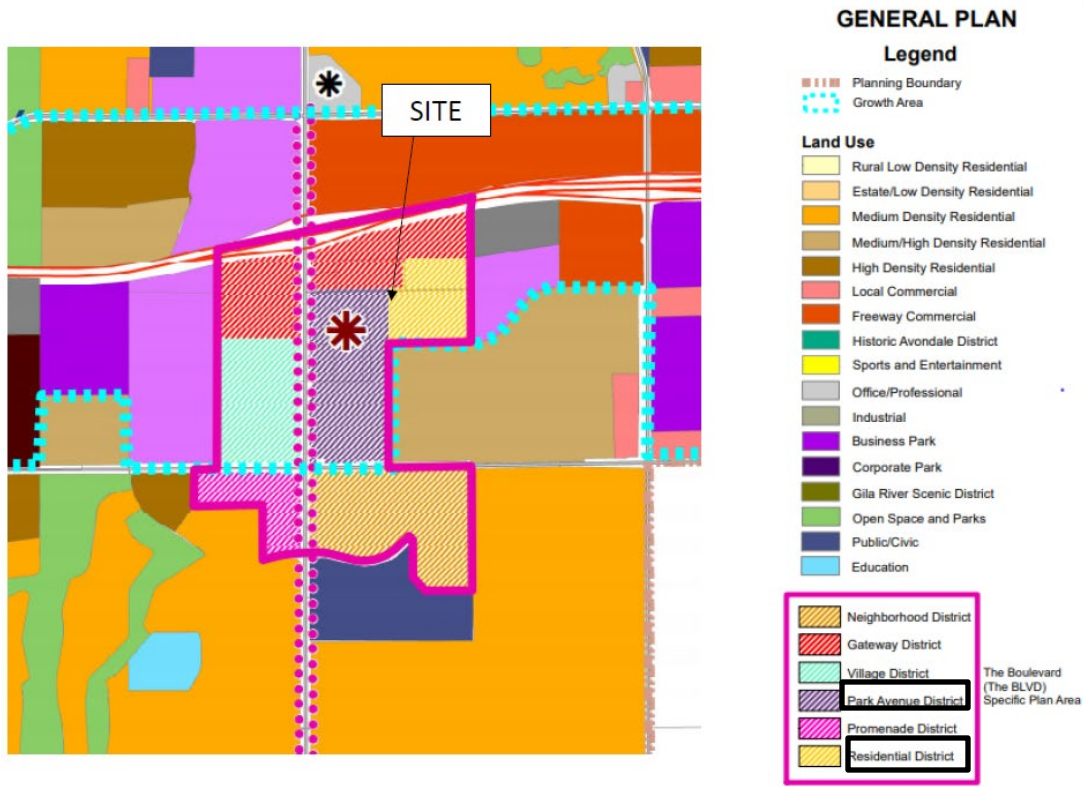
The proposed development will activate a long-time vacant parcel with a quality, luxury multi-family residential community which will provide new housing opportunities within an envisioned mixed-use area of the City. The Community will accommodate a variety of lifestyles and will complement the area's current and future land use mix. This proposal precisely meets the City's goals for the area and will further the vision for The BLVD. Encore looks forward to bringing a high quality community to Avondale.

Exhibit A – Site Aerial Map



EXHIBIT B – GENERAL PLAN AND SPECIFIC PLAN MAPS

GENERAL PLAN:



SPECIFIC PLAN:

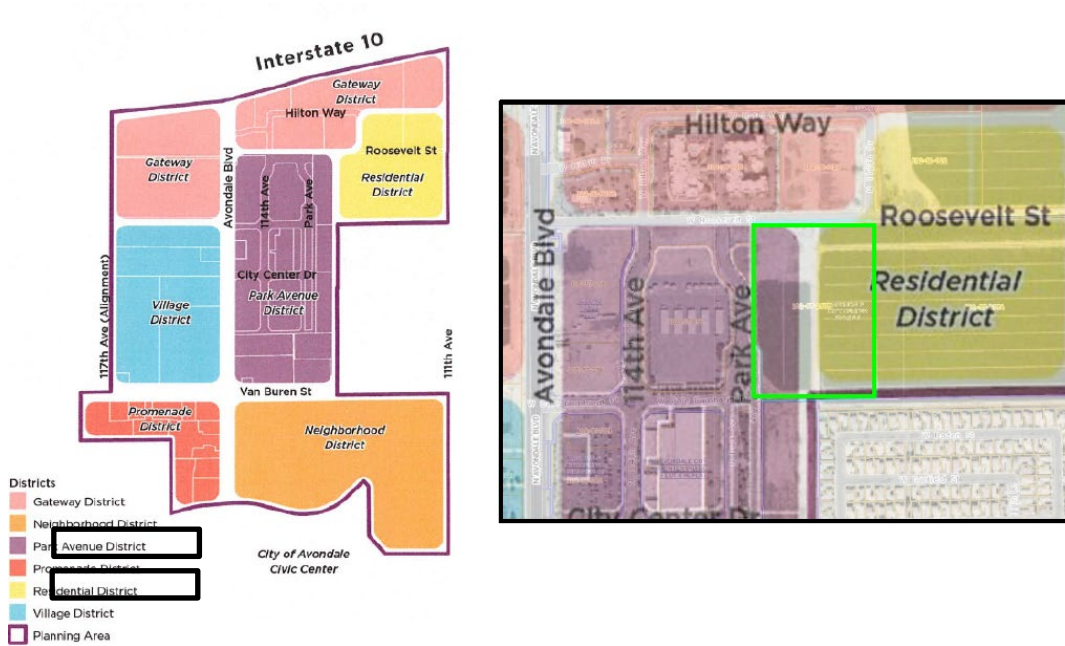
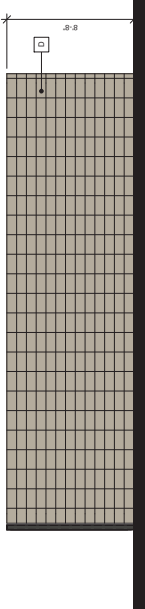


EXHIBIT C – ZONING ATLAS

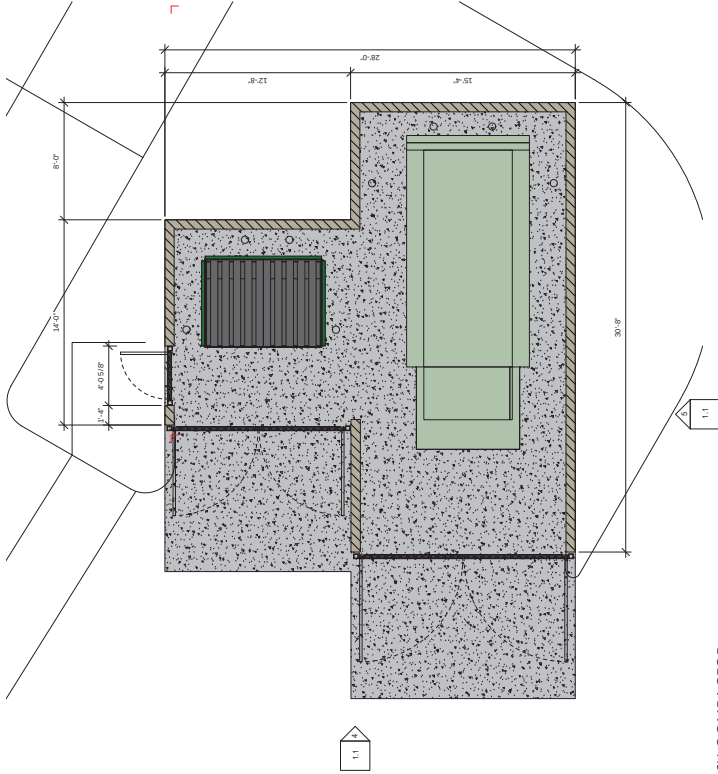




4 TRASH COMPACTOR ELEVATION - WEST
1/4" = 1'-0"

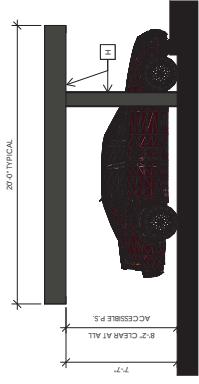


5 TRASH COMPACTOR ELEVATION - SOUTH
1/4" = 1'-0"



6 TRASH COMPACTOR
1/4" = 1'-0"

1 DOUBLE PARKING CANOPY
1/4" = 1'-0"



2 SITE-DRB-CANOPY SINGLE
1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE		
LOCATION	MFG. / PAINT	COLOR
A PAINT	SHERWIN WILLIAMS	SW757 "HIGH REFLECTIVE WHITE" LRV 83
B PAINT	SHERWIN WILLIAMS	SW605 "TOKSTONE" LRV 14
C PAINT	SHERWIN WILLIAMS	SW704 "FUNCTIONAL GREY" LRV 37
D CMU	IGUE ON - TREXSTONE	PAVEMENT BEACH / STONE BOND
E PAINT	SHERWIN WILLIAMS	SW613 "JASPER STONE" LRV 22
F PAINT	SHERWIN WILLIAMS	SW671 "PARAKEET" LRV 41
G PAINT	SHERWIN WILLIAMS	SW948 "SMOKY AZURIE" LRV 25
H PAINTED METAL HAND RAILINGS	SHERWIN WILLIAMS	SW709 "IRON ORE" LRV 6
J COMPOSITE PANEL	HARCADE / CASCADE	HARDEE PANEL "SMOOTH"
K WINDOW FRAME	OR APPROVED EQUAL	DARK BRONZE

ENCORE AVONDALE
Avondale, AZ

DESIGN REVIEW

10-06-21



TODD+ ASSOCIATES

602-562-5280 / TODDASSOC.COM

21-2337-01

SITE DETAILS

Preliminary Not For Construction

1.1



KEY NOTES

- 1 EXISTING STREETSCAPE TO REMAIN
- 2 STREETSCAPE WITH TREES ON APPROXIMATELY 35' OFF CENTERLINE
- 3 CIRCULAR ENTRY SIGN WITH SPECIMAN TREE
- 4 PRIMARY ENTRY WITH ENHANCED PAVING, PALMS AND OVERHEAD ACCENT LIGHTING
- 5 CIRCULAR POOL WITH DECK, JETTS AND CIRCULAR TRELLIS
- POOL AREA AMENITIES
 - SPA
 - BBQ/TUNING
 - FIREPITS
 - SYNTHETIC LAWN
 - OUTDOOR MOVIE
- 6 OUTDOOR DOG SPLASH PAD
- 7 OUT DOOR DINING/BBQ
- 8 SEATING AREA WITH BBQ, OUTDOOR DINING AND FIRE PIT
- 9 BBQ AREA WITH SYNTHETIC TURF AND SEATING
- 10 VEHICULAR EXIT GATES WITH ENHANCED PAVING
- 11 STREETSCAPE PLAZA WITH SEATING, SYNTHETIC LAWN, AND ENHANCED PAVING
- 12 COVERED PARKING TYPICAL
- 13 BRUSH & RECYCLING
- 14 6' TALL CMU WALL ALONG EASTERN PROPERTY
- 15 PEDESTRIAN GATE/VEHICULAR GATE
- 16 GENTLE MOUNDING ADJACENT TO 10' PATH
- 17 10' MULTI-USE PATH
- 18 6' DETACHED WALL ALONG ROOSEVELT
- 19 NEW PARALLEL PARKING
- 20 ORNAMENTAL STEEL FENCE TO ENCLOSE COMMUNITY
- 21 INFORMAL PARKLET- CIRCULAR SIGN WITH SYNTHETIC LAWN, SEATING, AND ENHANCES LANDSCAPE
- 22 DOG WASH



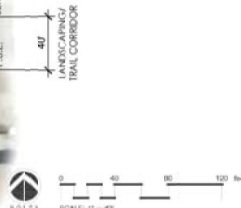
POOL CHARACTER FROM CLUBHOUSE



BBQ CHARACTER AT POOL



POOL CHARACTER



**TODD +
ASSOCIATES**

602-952-8280 / TODDASSOC.COM

21-2037-01



collectiV
landscape architecture

Apartments at W. Roosevelt Street

AVONDALE, ARIZONA

DPR RESUBMITTAL

JANUARY 17, 2022

CONCEPTUAL LANDSCAPE PLAN

Preliminary Not For Construction



L1

PRELIMINARY PLANT SCHEDULE

TREES	COMMON / BOTANICAL NAME	SIZE	QTY	EMITTER ALLOCATION	MAINTENANCE NOTES
	CHINESE ELM / ULMUS PARVIFOLIA 10" H X 4" W, MATCH STANDARDS, SUPPLIER: WESTERN TREE 602-243-6125	2" MIN. CAL	104	(2) ZGRH+ 6 PORT	STAKE TREE AS REQUIRED. ANNUALLY THIN TREE TO A MAX OF 1/3 OF CANOPY.
	CHINESE PISTACHE / PISTACIA CHINENSIS 12" H X 8" W, MATCH STANDARDS, SUPPLIER: WESTERN TREE 602-243-6125	3" MIN. CAL	36	(2) ZGRH+ 6 PORT	STAKE TREE AS REQUIRED. ANNUALLY THIN TREE TO A MAX OF 1/3 OF CANOPY.
	DATE PALM / PHOENIX DACTYLOFERA STRAIGHT TRUNKS ALL TO MATCH IN SIZE, UNIFORM PINEAPPLE SIZE AND NEW UNIFORM DIAMOND CUTS 168" MAX. ROOTBALL SIZE	18" AT ENTRY 18" AT POOL	(2) ADJ. BUBBLERS		DIAMOND CUT TRUNKS, UNIFORM TRUNKS AND MATCH HEIGHTS. TRIM PALMS IN AUGUST TO AVOID FRUIT DROP.
	DESERT IRONWOOD / OLIVEA TESOTA 8" H X 7" W, Y SHAPE OR MULTI TRUNK, SELECT WITH LA.	4" CAL	4	(2) ZGRH+ 6 PORT	STAKE TREE AS REQUIRED. SELECTIVELY THIN TREE TO A MAX OF 1/5TH OF CANOPY.
	RED PUSH PISTACHE / PISTACIA X 'RED PUSH' 10" H X 4" W, MATCH STANDARDS, SUPPLIER: WESTERN TREE 602-243-6125	2" MIN. CAL	33	(2) ZGRH+ 6 PORT	STAKE TREE AS REQUIRED. ANNUALLY THIN TREE TO A MAX OF 1/3 OF CANOPY.
	SMOOTHER THORLESS CASCALOTE / CAESALPINIA CACALACO 'SMOOTHER' TM 6" H X 5" W, MATCH STANDARDS, UPRIGHT VASE SHAPED MULTI	2" MIN. CAL	8	(2) ZGRH+ 6 PORT	STAKE TREE AS REQUIRED. ANNUALLY THIN TREE TO A MAX OF 1/3 OF CANOPY.
	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA 11" H X 7" W, 2.5" MIN. CAL, MATCHED STANDARDS	2.5" MIN. CAL	45	(2) ZGRH+ 6 PORT	STAKE TREE AS REQUIRED. ANNUALLY THIN TREE TO A MAX OF 1/3 OF CANOPY.
	BRD OF PARADISE / STROBILITA REGINAE PLANT TO FORM MASSING PER PLAN	5 GAL	40	ZGRH	REMOVE SPENT BLOOMS IN MARCH.
	BLUE BELLS / EREMOPHILA HYGROPHANA FULL CAN, PLANT TO FORM MASS PER PLAN, 24" FROM HARDSCAPE	5 GAL	228	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	BRITISH RUELLIA / RUELLIA BRITTONIANA PLANT TO FORM EDGE, 24" FROM HARDSCAPE	5 GAL	74	1GRH	TRIM BACK TO 18 INCHES ON MARCH 1ST.
	CAPE HONEYSUCKLE / TECOMA CAPENSIS PLANT TO FORM HEDGE, 36" FROM HARDSCAPE	5 GAL	77	1GRH	TRIM SLIGHTLY TAPERED UPSIDE DOWN TRAPEZOID TO ALLOW LIGHT TO REACH LOWER PORTION.
	COMMON MYRTLE / MYRTUS COMMUNIS PLANT TO FORM HEDGE, 36" FROM HARDSCAPE	5 GAL	73	1GRH	MAINTAIN HEDGE HEIGHT OF 36" THROUGHOUT THE YEAR. TRIM IN SLIGHTLY TAPERED UPSIDE DOWN TRAPEZOID TO ALLOW LIGHT TO REACH LOWER PORTION.
	DWARF COMMON MYRTLE / MYRTUS COMMUNIS 'COMPACTA' PLANT IN MASSINGS, 24" FROM HARDSCAPE	5 GAL	20	1GRH	MAINTAIN HEDGE HEIGHT OF 36" THROUGHOUT THE YEAR. TRIM IN SLIGHTLY TAPERED UPSIDE DOWN TRAPEZOID TO ALLOW LIGHT TO REACH LOWER PORTION.
	GREEN HOPSEED BUSH / DODONAEA VISCOSA 'GREEN' PLANT TO FORM HEDGE, 36" FROM HARDSCAPE	5 GAL	146	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR. TRIM IN SLIGHTLY TAPERED UPSIDE DOWN TRAPEZOID TO ALLOW LIGHT TO REACH LOWER PORTION.
	HELEN JOHNSON COMPACT BOUGAINVILLEA / BOUGAINVILLEA X 'HELEN JOHNSON' PLANT TO FORM MASSINGS, 24" FROM HARDSCAPE	5 GAL	192	1GRH	TRIM BACK TO 12" IN DIAMETER ON MARCH 1ST.
	JAPANESE PRIVET / LIGUSTRUM JAPONICUM PLANT TO FORM HEDGE, 36" FROM HARDSCAPE	5 GAL	58	ZGRH	TRIM AND SHEAR TO 42" HEIGHT. TRIM SLIGHTLY TAPERED UPSIDE DOWN TRAPEZOID TO ALLOW LIGHT TO REACH LOWER PORTION.
	LITTLE OLIVE OLIVE / OLEA EUROPAEA PLANT IN MASSINGS, 24" FROM HARDSCAPE	5 GAL	296	1GRH	TRIM SLIGHTLY UPSIDE DOWN TRAPEZOID TO ALLOW LIGHT TO REACH LOWER PORTION.
	MOTHER-IN-LAW'S TONGUE / SANSEVERIA THRIASQATA PLANT IN MASSINGS, NO TEARS OR RIPS	5 GAL	53	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	PETTIE PINK CLEANDER / NEROLIUM CLEANDER 'PETTIE PINK' PLANT IN MASSINGS, 24" FROM HARDSCAPE	5 GAL	85	1GRH	MAINTAIN HEDGE HEIGHT OF 36" THROUGHOUT THE YEAR. TRIM TO 12" IN HEIGHT IN MARCH. TRIM IN SLIGHTLY UPSIDE DOWN TRAPEZOID TO ALLOW LIGHT TO REACH LOWER PORTION.
	TALL SUPPER / PEDILANTHUS BRACEATILUS FULL CAN, 18" TALL MIN. GEOMETRIC LAYOUT AS SHOWN	5 GAL	23	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	TEXAS SAGE / LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' TM SPACE PER PLANTS, 42" FROM H.S.	5 GAL	182	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	YELLOW BELLS / TECOMA STANS PLANT TO FORM HEDGE, 36" FROM HARDSCAPE	5 GAL	180	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	BLUE FLAME AGAVE / AGAVE X 'BLUE FLAME' NO RIPS OR TEARS, 12" FROM HARDSCAPE	5 GAL	38	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	DEER GRASS / MUHLBERGIA REGENS FULL CAN, PLANT TO FORM MASS PER PLAN, 24" FROM HARDSCAPE	1 GAL	164	ZGRH	TRIM BACK 6" IN HEIGHT WITH GAS POWERED TRIMMER AND BRUSHCUTTER BLADE.
	GIANT HESPERALOE / HESPERALOE RUNIFERA PLANT TO FORM MASS PER PLAN, 24" FROM HARDSCAPE	5 GAL	134	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	GREY DESERT SPOON / DASYLIRION WHEELERI FULL CAN, SPACE PER PLAN, 48" FROM HARDSCAPE	5 GAL	89	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	MEXICAN GRASS TREE / DASYLIRION LONGESCHUM PLANT TO FORM MASS PER PLAN, 24" FROM HARDSCAPE	5 GAL	105	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	MSWV NUEVO LEON / HESPERALOE CAMPANULATA PLANT TO FORM MASS PER PLAN, 24" FROM HARDSCAPE	5 GAL	80	1GRH	TRIM FLOWER STALKS BACK TO BASE OF PLANT ON JUNE 1ST.
	REGAL MIST GRASS / MUHLBERGIA CAPELLARIS 'REGAL MIST' FULL CAN, PLANT TO FORM MASS PER PLAN, 24" FROM HARDSCAPE	1 GAL	654	ZGRH	TRIM BACK 6" IN HEIGHT WITH GAS POWERED TRIMMER AND BRUSHCUTTER BLADE.
	YELLOW BLOOMING ALOE / ALOE BARBADENSIS NO RIPS OR TEARS, 12" FROM H.S.	5 GAL	385	1GRH	TRIM FLOWER STALKS BACK TO BASE OF PLANT BY MAY 1STH.
	DALLAS RED LANTANA / LANTANA CAMARA 'DALLAS RED' PLANT TO FORM MASS PER PLAN, 12" FROM HARDSCAPE	1 GAL	469	1GRH	TRIM BACK TO 6" DIAMETER ON MARCH 1ST.
	OUTBACK SUNRISE EAVU BUSH / EREMOPHILA GABARRA 'MINGENWEN GOLD' PLANT TO FORM MASS PER PLAN, 12" FROM HARDSCAPE	1 GAL	304	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	STAR JASMINE TRELLIS / TRACHELOSPERMUM JASMINOIDES PLANT TO FORM MASS PER PLAN, 12" FROM HARDSCAPE	1 GAL	68	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	B. KARST BOUGAINVILLEA / BOUGAINVILLEA X 'BARBARA KARST' TIE TO PALMS WITH CLEAR NURSERY TAPE	5 GAL	11	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR. MAINTAIN ON PALMS.
	LADY BANKS ROSE / ROSA BANKSIE 'LUTEA' TIE TO ORNAMENTAL STEEL OR TRELLIS WITH CLEAR NURSERY TAPE	5 GAL	20	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR. REAPPY NURSERY TAPE AS NEEDED TO MAINTAIN FORM.
	TRUMPET CREEPER / CAMPIDIS RADICANS INSTALL WITH NURSERY TRELLIS	5 GAL	6	1GRH	TRIM DEAD OR DYING FOLIAGE AS NEEDED THROUGHOUT THE YEAR.
	MAHOGANY 1/ 3/4" SCREEN ROCK PROS USA				INSTALL MIN. 2" DEPTH IN ALL AREAS

CITY OF AVONDALE
GENERAL LANDSCAPE NOTES

- ALL SINGLE TRUNK TREES REQUIRED ON SITE SHALL BE TWO (2) INCH CALIPER AVERAGE SIZE. TREE CALIPERS FOR SINGLE-TRUNK TREES SHALL BE MEASURED AT TWELVE (12) INCHES ABOVE THE GROUND. ALL MULTI-TRUNK TREES SHALL BE ONE AND ONE-HALF (1-1/2) INCH CALIPER MINIMUM. TREE CALIPER FOR MULTI-TRUNK TREES SHALL BE MEASURED TWELVE (12) INCHES ABOVE THE FIRST FORK OR TWELVE (12) INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTI-TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ALL ITS TRUNKS. MULTI-TRUNK TREES SHALL HAVE NO MORE THAN THREE (3) TRUNKS.
- TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
- THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE (SEE ATTACHED).
- A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
- PLANTINGS WITHIN ANY SIGHT VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SIGHT VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
- THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

MONTHLY MAINTENANCE SCHEDULE

JANUARY

- INSPECT TREES TWO TIMES PER YEAR. TRIM MATURE TREE (3 YEARS OR MORE) (1 TIMES PER YEAR TYPICALLY AFTER GROWING SEASON)
- WEED CONTROL

FEBRUARY

- TRIM ALL DEER GRASS BACK TO 6 INCHES IN HEIGHT WITH GAS POWERED TRIMMER AND A BRUSHCUTTER BLADE.
- WEED CONTROL

MARCH

- TRIM ALL LANTANA BACK TO 6 INCHES IN DIAMETER ON MARCH 1ST.
- TRIM BUSH BOUGAINVILLEA BACK TO 12 INCHES IN DIAMETER ON MARCH 1ST.
- TRIM PETTIE PINK CLEANDERS BACK TO 12 INCHES IN HEIGHT ON MARCH 1ST.
- TRIM BRITISH RUELLIA BACK TO 18 INCHES IN HEIGHT ON MARCH 1ST.
- REMOVE SPENT BLOOMS ON BRD OF PARADISE.
- TRIM MYRTLE AND LITTLE OLIVE. PETTIE PINK CLEANDER TO MAINTAIN HEDGE HEIGHT OF 36"
- TRIM AND SHEAR PRIVET TO DESIRED HEIGHT OF 42"
- TRIM CAPE HONEYSUCKLE TO 18" MARCH 1ST.
- SPRING SCHEDULE FOR IRRIGATION CONTROLLER / PROGRAM
- WEED CONTROL

APRIL

- NEW TREE PRUNING (2 TIMES PER YEAR AS NEEDED AFTER INSPECTION)
- SPRAY PRE-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS DURING THE MONTH OF DECEMBER (WEED CONTROL)

MAY

- TRIM MEDICAL ALOE FLOWER STALKS BACK TO BASE OF PLANT BY MAY 15TH
- WEED CONTROL

JUNE

- TRIM HESPERALOE FLOWER STALKS BACK TO BASE OF PLANT ON JUNE 1ST.
- SUMMER SCHEDULE FOR IRRIGATION CONTROLLER / PROGRAM
- WEED CONTROL

JULY

- SPRAY PRE-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS
- WEED CONTROL
- NEW TREE PRUNING (3 TIMES PER YEAR)

AUGUST

- WEED CONTROL
- TRIM DATE PALMS TO AVOID FRUIT DROP

SEPTEMBER

- FALL SCHEDULING FOR IRRIGATION CONTROLLER / PROGRAM
- WEED CONTROL

OCTOBER

- NEW TREE PRUNING (2 TIMES PER YEAR)
- MATURE TREE PRUNING (1 TIME PER YEAR)
- WEED CONTROL

NOVEMBER

- WEED CONTROL

DECEMBER

- SPRAY PRE-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS
- WEED CONTROL
- WINTER SCHEDULE FOR IRRIGATION CONTROLLER / PROGRAM

MAINTENANCE NOTES

- TREES WILL NEED TO BE TRIMMED AT LEAST ONCE IN THE SPRING. SOME TREE SPECIES WILL ALSO NEED TO BE PRUNED DURING THE SUMMER AND FALL MONTHS.
- AGAVES AND YUCCA, PEDILANTHUS, SPECIES WILL NEED TO BE MAINTAINED ON AN INDIVIDUAL BASIS.
- RAKE DECOMPOSED GRANITE AREAS AT LEAST ONCE A MONTH.
- EVERY 2-5 YEARS INSPECT FOR NEED TO REPLENISH ORGANIC MULCH
- ALL ANNUAL TREE PRUNING SHOULD BE COMPLETED BY A CERTIFIED ARBORIST
- NO SHRUBS SHALL BE TRIMMED FOR THE FIRST 6 MONTHS OR UNTIL THE END OF 1 FULL SUMMER GROWING SEASON.

R.O.W PLANTING: 8,467 SQFT

LANDSCAPE MAINTENANCE INTENT

THE PLANT PALETTE SELECTED FOR THIS PROJECT WAS BASED SOLAR EXPOSURE, LOCATION, BLOOMING PERIOD, TEXTURE, AND THE NATURAL CHARACTERISTICS OF EACH PLANT SPECIES. THE PLANTS NATURAL SIZE, SHAPE, AND SEASONAL COLOR ARE ALL COMPONENTS OF THE LANDSCAPE DESIGN. IN ORDER TO RETAIN THE NATURAL CHARACTERISTICS OF EACH PLANT AND KEEP THE INTEGRITY OF THE LANDSCAPE DESIGN, A SPECIALIZED PRUNING AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED. IN ORDER TO ACHIEVE THIS OBJECTIVE, WE RECOMMEND TRIMMING SOME OF THE PLANTS BACK JUST ONCE A YEAR OR AT THE SPECIFIED INTERVALS. THIS WILL ALLOW EACH PLANT SPECIES TO RECOVER MUCH QUICKER WHILE RETAINING THEIR NATURAL SHAPE AND FLOWERING CAPACITY THROUGHOUT THE REMAINDER OF THE YEAR. IT IS UNDERSTOOD THAT EXTREME WEATHER PATTERNS MAY AFFECT SOME GROWTH CYCLES AND THINNING TO REMOVE DEAD OR DAMAGED PORTIONS. PLANTS SHOULD NOT BE TRIMMED ONCE A MONTH. IT WILL LIMIT THE PLANTS NATURAL SHAPE AND FLOWERING CAPACITY. OVER PRUNING WILL EVENTUALLY LIMIT ITS ABILITY TO PRODUCE NEW GROWTH AND BECOME WOODY. THE PROGRAM SHOULD ALSO REDUCE THE ANNUAL MAINTENANCE COSTS ON ALL SHRUBS AND GROUND COVER WHILE BALANCING THE MAINTENANCE REQUIREMENTS FOR EACH MONTH.

PLEASE REFER TO THE PLANT SCHEDULE FOR THE MAINTENANCE REQUIREMENTS OF EACH INDIVIDUAL PLANT

DRIP IRRIGATION WATERING SCHEDULE

DAILY HIGH TEMP.	WATERING HOURS	DAY INTERVAL	EMITTER ALLOCATION
50-75 DEGREES	.50 HOURS	EVERY FORTH DAY	SEE PLANT SCHEDULE
75-95 DEGREES	1.0 HOURS	EVERY THIRD DAY	SEE PLANT SCHEDULE
95-110 DEGREES	1.5 HOURS	EVERY OTHER DAY	SEE PLANT SCHEDULE
110+ DEGREES	2.0 HOURS	EVERY OTHER DAY	SEE PLANT SCHEDULE

NOTE: THE INFORMATION PROVIDED ABOVE IS A SUGGESTION ONLY. WATERING HOURS AND INTERVALS SHALL BE ADJUSTED BY THE LANDSCAPE MAINTENANCE COMPANY ON A WEEKLY BASIS BASED ON PLANT HEALTH, RAINFALL, SOIL TYPE AND WIND CONDITIONS.

TURF IRRIGATION WATERING SCHEDULE

THERE IS NO TURF ON THIS PROJECT

GENERAL LANDSCAPE NOTES

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IRRIGATION SERVICE LINE FROM THE POINT OF CONNECTION AT THE CITY'S SYSTEM, THROUGH THE METER AND P.U.E. TO THE PRIVATE BACKFLOW PREVENTION DEVICE SHALL BE TYPE "K" SOFT COPPER TUBING PER AVONDALE SUPPLEMENT TO M.A.G. ANY SMALL DIAMETER VALVES SHALL BE BRASS BODY. BACKFLOW DEVICES SHALL BE CONSTRUCTED USING ALL COPPER PIPE AND BRASS FITTINGS. ALL PVC SLEEVES WITHIN THE CITY'S RIGHT-OF-WAY SHALL BE SCHEDULE



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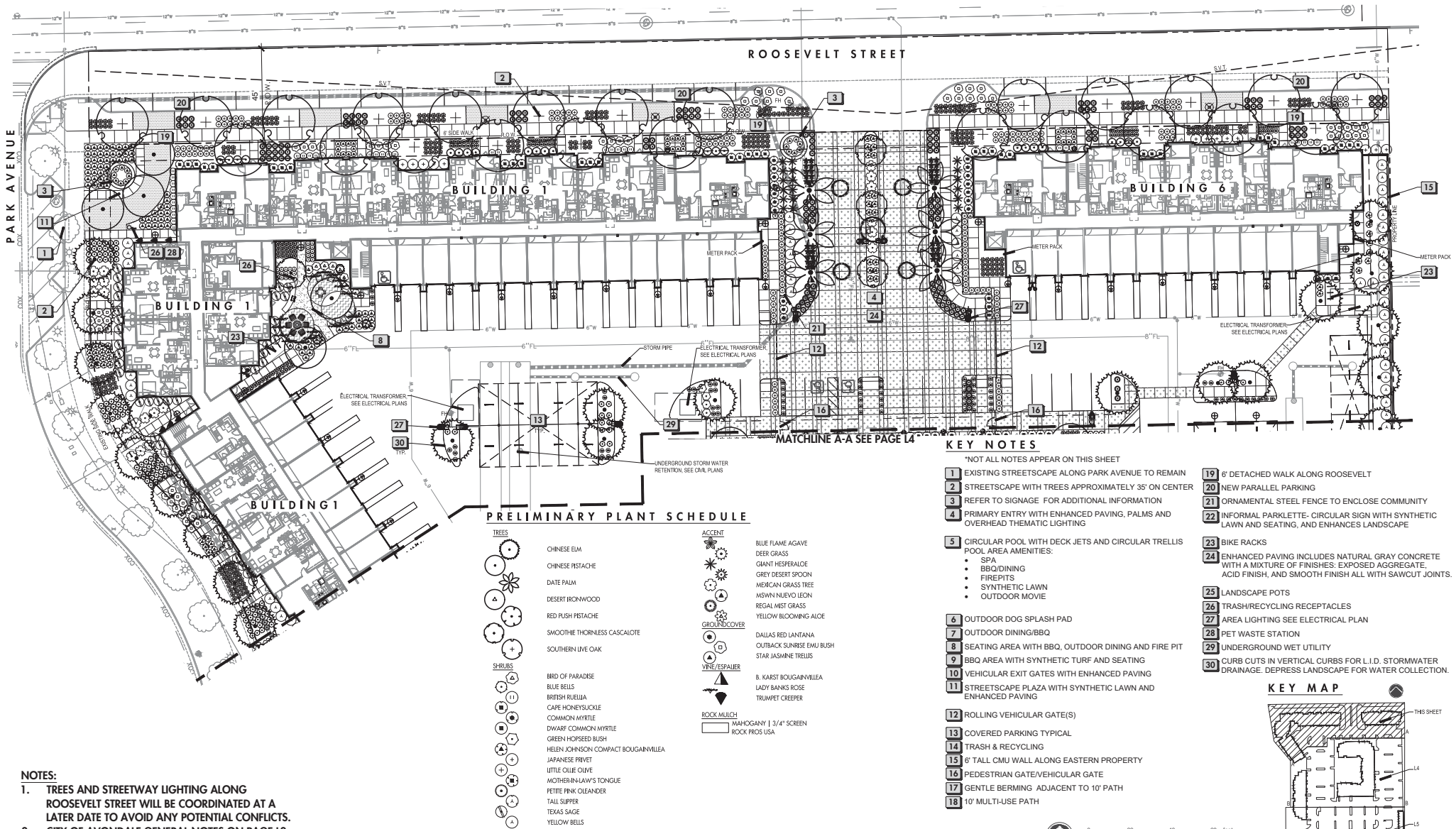
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landscape architecture

Apartments at W. Roosevelt Street
AVONDALE, ARIZONA
DPR RESUBMITTAL
JANUARY 17, 2022

LANDSCAPE MAINTENANCE SCHEDULE/ NOTES & LEGENDS
Preliminary Not For Construction



L2
EXPIRES 12-31-22



NOTES:

- TREES AND STREETWAY LIGHTING ALONG ROOSEVELT STREET WILL BE COORDINATED AT A LATER DATE TO AVOID ANY POTENTIAL CONFLICTS.
- CITY OF AVONDALE GENERAL NOTES ON PAGE L2.



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Apartments at W. Roosevelt Street

AVONDALE, ARIZONA
DPR RESUBMITTAL
JANUARY 17, 2022

PRELIMINARY LANDSCAPE PLAN



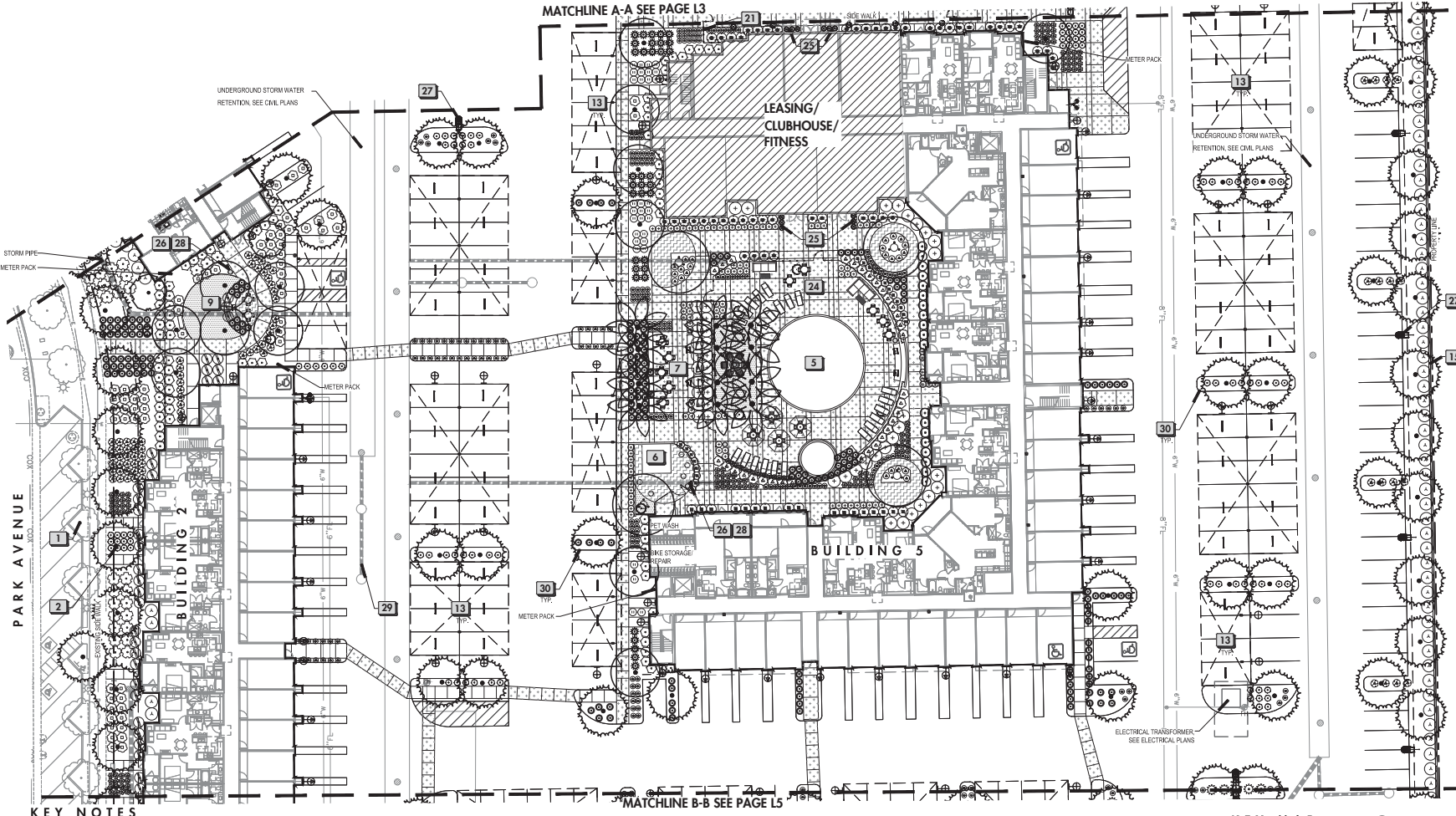
L3

EXPIRES 12.31.22

PRELIMINARY PLANT SCHEDULE

TREES	CHINESE ELM CHINESE PISTACHE DATE PALM DESERT IRONWOOD RED PISH PISTACHE SMOOTH THORNLESS CASCALOTE SOUTHERN LIVE OAK
SHRUBS	BIRD OF PARADISE BLUE BELLS BRITISH RUELLIA CAPE HONEYSUCKLE COMMON HYDRANGEA DWARF COMMON HYDRANGEA GREEN HORSESHOE BUSH HELEN JOHNSON COMPACT BOUGAINVILLEA JAPANESE PRIVET LITTLE OLIVE MOTHER-IN-LAW'S TONGUE PETITE PINK CLEANDER TALL SUPPER TEXAS SAGE YELLOW BELLS
ACCENT	BLUE FLAME AGAVE DEER GRASS GIANT HESPERALOE GREY DESERT SPOON MEXICAN GRASS TREE MSWYN NUEVO LEON REGAL MIST GRASS YELLOW BLOOMING ALOE
GROUND COVER	DALLAS RED LANTANA OUTBACK SUNRISE EMU BUSH STAR JASMINE TRELLIS
VINES/PAULIERS	B. KARST BOUGAINVILLEA LADY BANKS ROSE TRUMPET CREEPER
ROCK MULCH	HAHO GANY 3/4" SCREEN ROCK PROS USA

CITY OF AVONDALE
GENERAL NOTES ON
PAGE 12.



KEY NOTES

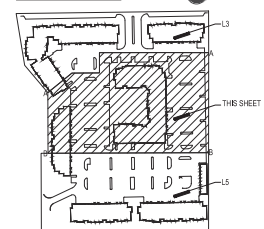
- *NOT ALL NOTES APPEAR ON THIS SHEET
- EXISTING STREETSCAPE ALONG PARK AVENUE TO REMAIN
 - STREETSCAPE WITH TREES APPROXIMATELY 35' ON CENTER
 - REFER TO SIGNAGE FOR ADDITIONAL INFORMATION
 - PRIMARY ENTRY WITH ENHANCED PAVING, PALMS AND OVERHEAD THEMATIC LIGHTING
 - CIRCULAR POOL WITH DECK JETS AND CIRCULAR TRELLIS POOL AREA AMENITIES:
 - SPA
 - BBQ/DINING
 - FIREPITS
 - SYNTHETIC LAWN
 - OUTDOOR MOVIE

- OUTDOOR DOG SPLASH PAD
- OUTDOOR DINING/BBQ
- SEATING AREA WITH BBQ, OUTDOOR DINING AND FIRE PIT
- BBQ AREA WITH SYNTHETIC TURF AND SEATING
- VEHICULAR EXIT GATES WITH ENHANCED PAVING
- STREETSCAPE PLAZA WITH SYNTHETIC LAWN AND ENHANCED PAVING
- ROLLING VEHICULAR GATE(S)
- COVERED PARKING TYPICAL

- TRASH & RECYCLING
- 6' TALL CMU WALL ALONG EASTERN PROPERTY
- PEDESTRIAN GATE/VEHICULAR GATE
- GENTLE BERMING ADJACENT TO 10' PATH
- 10' MULTI-USE PATH
- 6' DETACHED WALK ALONG ROOSEVELT
- NEW PARALLEL PARKING
- ORNAMENTAL STEEL FENCE TO ENCLOSE COMMUNITY
- INFORMAL PARKLETTE- CIRCULAR SIGN WITH SYNTHETIC LAWN AND SEATING, AND ENHANCES LANDSCAPE
- BIKE RACKS

- ENHANCED PAVING INCLUDES NATURAL GRAY CONCRETE WITH A MIXTURE OF FINISHES, EXPOSED AGGREGATE, ACID FINISH, AND SMOOTH FINISH ALL WITH SAWCUT JOINTS.
- LANDSCAPE POTS
- TRASH/RECYCLING RECEPTACLES
- AREA LIGHTING SEE ELECTRICAL PLAN
- PET WASTE STATION
- UNDERGROUND WET UTILITY
- CURB CUTS IN VERTICAL CURBS FOR L.I.D. STORMWATER DRAINAGE. DEPRESS LANDSCAPE FOR WATER COLLECTION.

KEY MAP



Apartments at W. Roosevelt Street

AVONDALE, ARIZONA
DPR RESUBMITTAL
JANUARY 17, 2022

NORTH
SCALE: 1" = 20'

PRELIMINARY LANDSCAPE PLAN

Preliminary Not For Construction



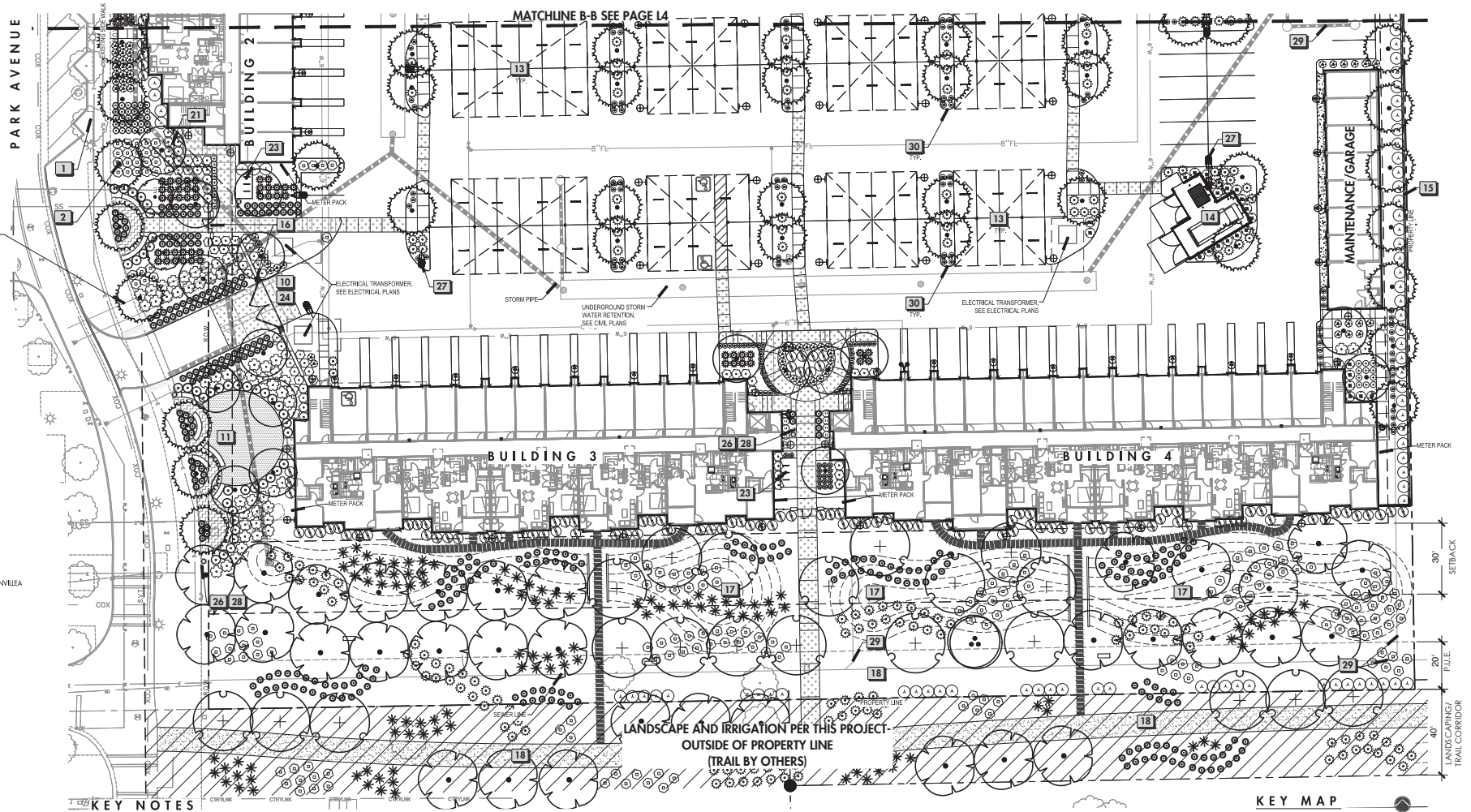
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EXPIRES 12-31-22

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CITY OF AVONDALE
GENERAL NOTES ON
PAGE L2.

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Apartments at W. Roosevelt Street

AVONDALE, ARIZONA

DPR RESUBMITTAL

JANUARY 17, 2022

PRELIMINARY LANDSCAPE PLAN

PRELIMINARY NOT FOR CONSTRUCTION



L5



ANOVA® BIKE RACK (OR SIMILAR)
MODEL: CIRCLEBR52IG- TANDEM BIKE RACK
COLOR/FINISH: STAINLESS STEEL
SIZE: 32.25" TALL



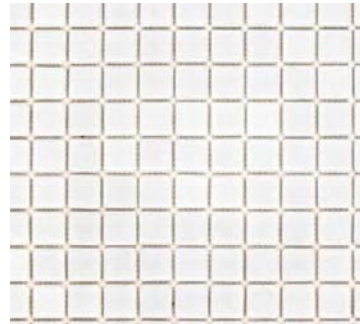
PEBBLETEC® POOL FINISH
MODEL: PEBBLE SHEEN
COLOR/FINISH: WHITE DIAMONDS



HARDSCAPE
COLOR/FINISH: SAWCUT JOINT



ANOVA® TRASH RECEPTACLE
MODEL: METRIX
COLOR/FINISH: SILVER
SIZE: 40 GALLON



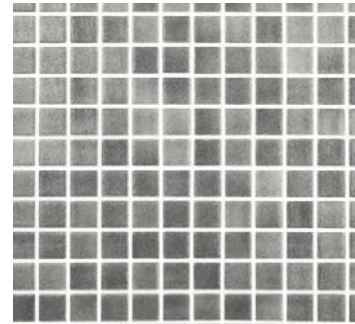
POOL- OCEANMOOSAICS® POOL TILE 1X1 (OR SIMILAR)
MODEL: ISLAMORADA WHITECAP RECYCLED GLASS
COLOR/FINISH: WHITE/GLASS



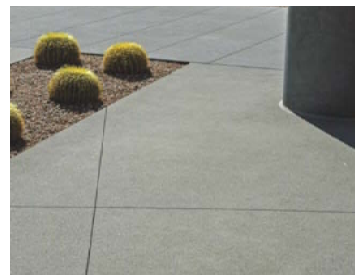
HARDSCAPE
COLOR/FINISH: GRAY / 3/8" ROUND EXPOSED AGGREGATE



PET PICKUPS® PET WASTE STATION
MODEL: MODERN DOG RECEPTACLE
COLOR/FINISH: SILVER
SIZE: 62.4" TALL



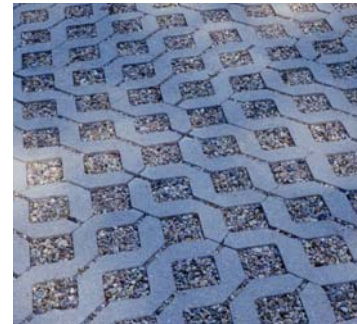
SPA- MOSAIC TILE OUTLET® POOL TILE
MODEL: MTOD0038 CLASSIC 1X1 (OR SIMILAR)
COLOR/FINISH: GRAY/GLOSSY GLASS



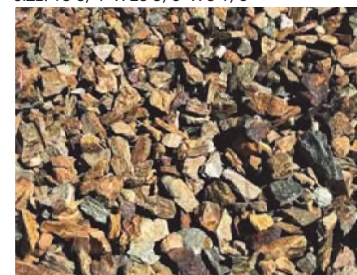
HARDSCAPE
COLOR/FINISH: GRAY WITH MEDIUM ACID FINISH AND SAW CUT JOINTS



TRENDSTONE® CMU WALLS
COLOR/FINISH: PEBBLE BEACH/GRIND
SIZE: 8" X 8" X 16"



BELGARD® L.I.D. PAVING OPTION (QUANTITY AND LOCATION TO BE DETERMINED)
MODEL: TURFSTONE
COLOR/FINISH: GRAY
SIZE: 15 3/4" X 23 5/8" X 3 1/8"



ROCKPROS® DG
COLOR/FINISH: MAHOGANY
SIZE: 3/4" SCREENED

GATE FENCE COLOR
SUPPLIER: DUNN & EDWARDS
COLOR/FINISH: BANK VAULT/SEMI GLOSS DE6383



CRL® GLASS POOL FENCE
MODEL: FRAMELESS BASE AND SHOE
COLOR/FINISH: STAINLESS STEEL
HEIGHT: 5'-0"



EXISTING FINISH ALONG PARK AVE



SYNTHETIC TURF
SUPPLIER: ARIZONA ARTIFICIAL LAWNS
MODEL: CORONADO PLATINUM



QCP® POT (OR SIMILAR)
MODEL: ELEVAIRE
SIZE: VARIES



QCP® POT (OR SIMILAR)
MODEL: CUE ROUND
SIZE: VARIES



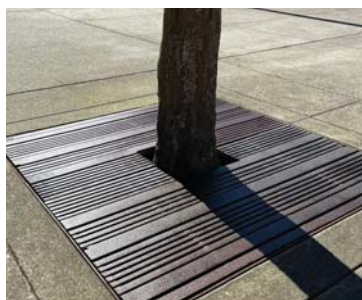
QCP® POT (OR SIMILAR)
MODEL: MERIDA
SIZE: VARIES



ANOVA® BENCH
MODEL: INF24L6R- INFINITY LINEAR RP BENCH
COLOR/FINISH: THERMORY ASH PLANKS, GALVANIZED POSTS
SIZE: 2' X 6'



CAST IN PLACE CONCRETE (FINAL LOCATION AND QUANTITY TO BE DETERMINED)
COLOR/FINISH: GRAY
SIZE: VARIES



IRON AGE DESIGNS® TREE GRATE
MODEL: MADRAS
COLOR/FINISH: IRON/RAW FINISH
SIZE: 4' X 4'



MESA PRECAST CONCRETE COUNTERTOP
COLOR/FINISH: CHARCOAL/HIGH GLOSS



SPA TIMER
MODEL: CUSTOM
COLOR/FINISH: STAINLESS STEEL



LUMACAST® FIRE PIT OR SIMILAR
MODEL: BLOC [SQUARED]
COLOR/FINISH: CHARCOAL
SIZE: 4' X 4'



BARBEQUES GALORE® PROPANE BBQ
MODEL: BTH321LP TURBO 32" 4-BURNER
COLOR/FINISH: TBD
SIZE: 32"

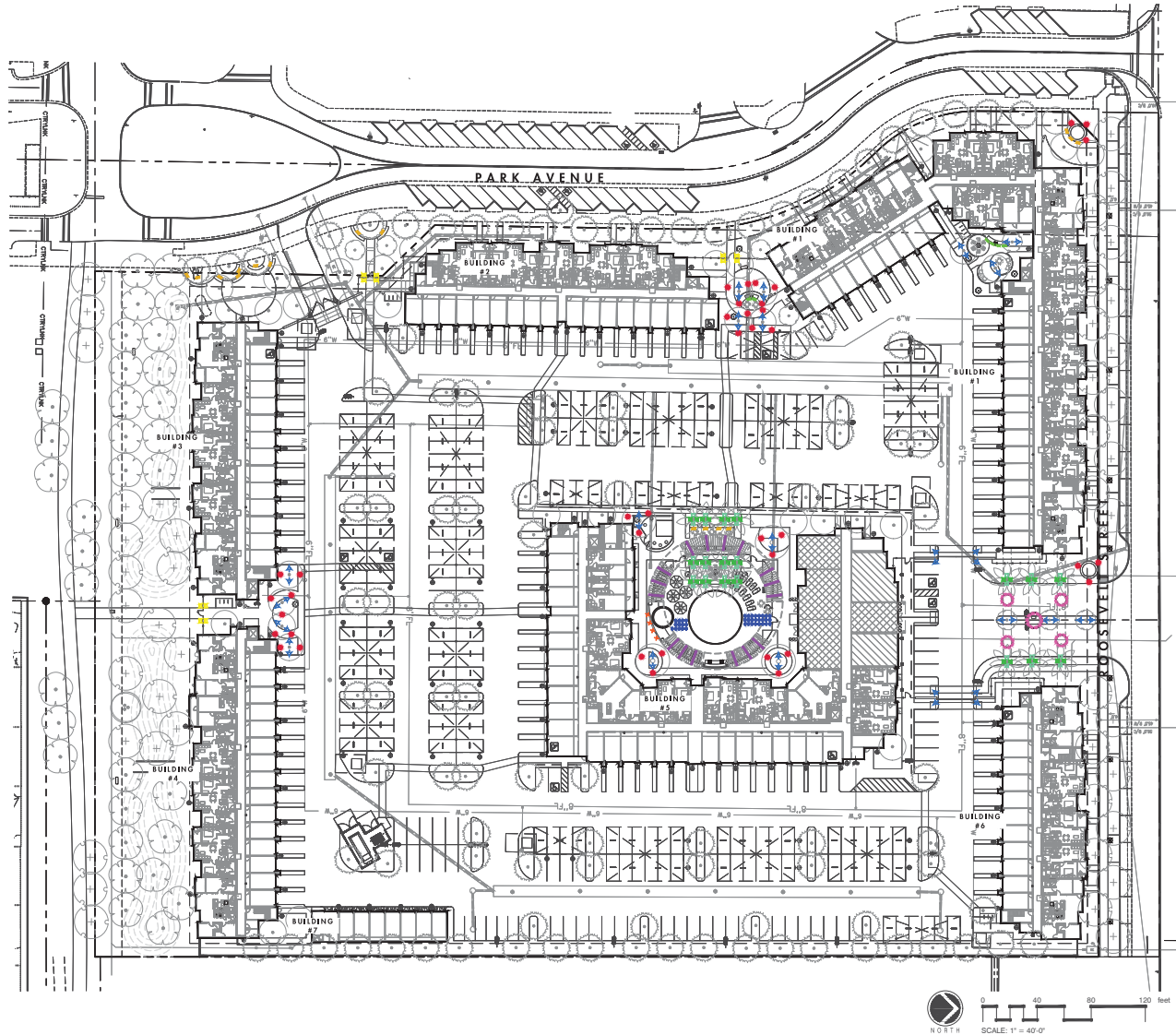


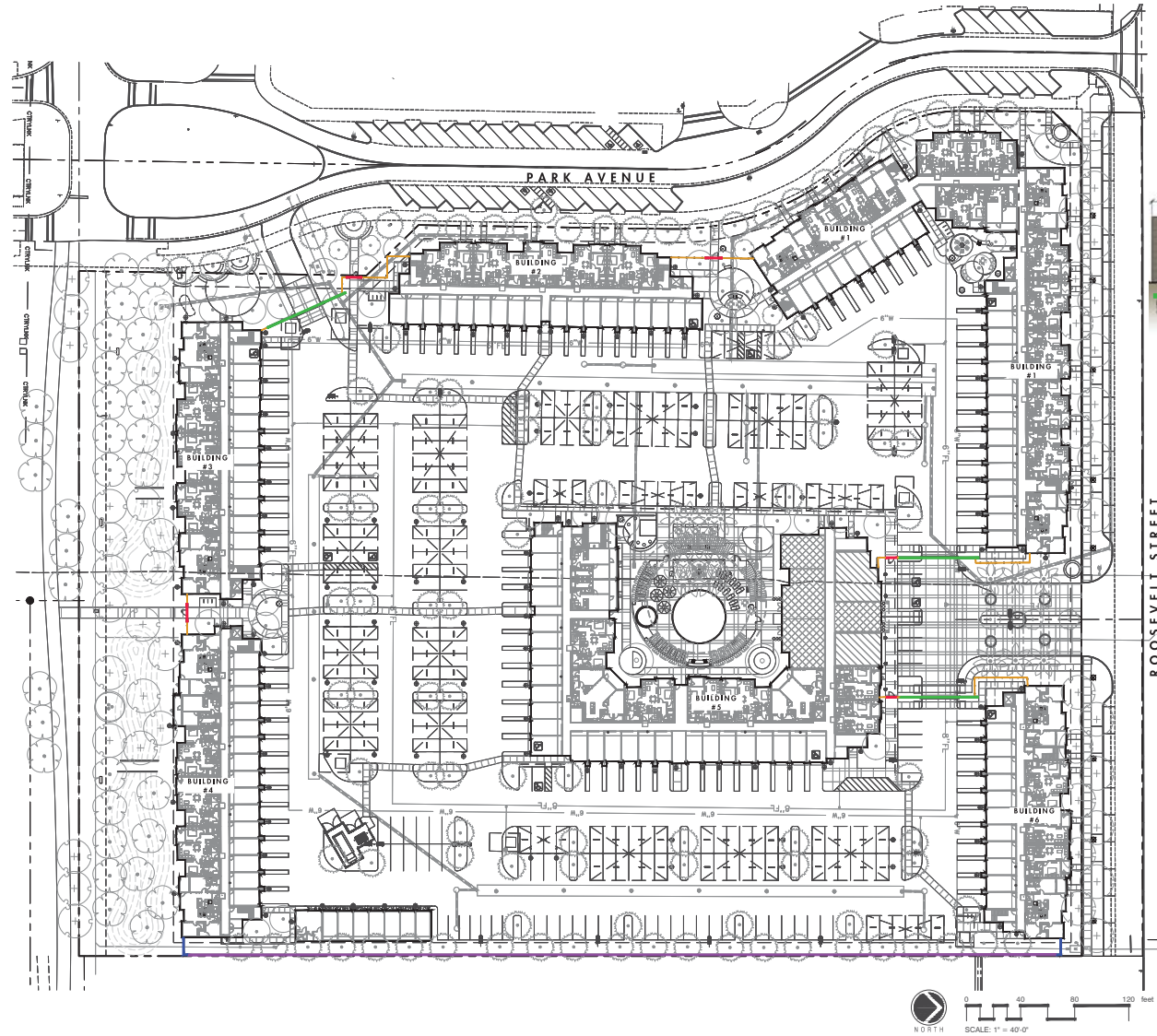
KODAMA® LARGE ZOME LOUNGER
COLORS: FRAME-GUNMETAL GRAY
FABRIC-LINEN STONE FOAM-STANDARD



GALTECH 9' SUNBRELLA UMBRELLA
ALUMINUM HEAVY DUTY
COLOR: SUNBRELLA SOLID COLOR PACIFIC BLUE AND GRENADINE

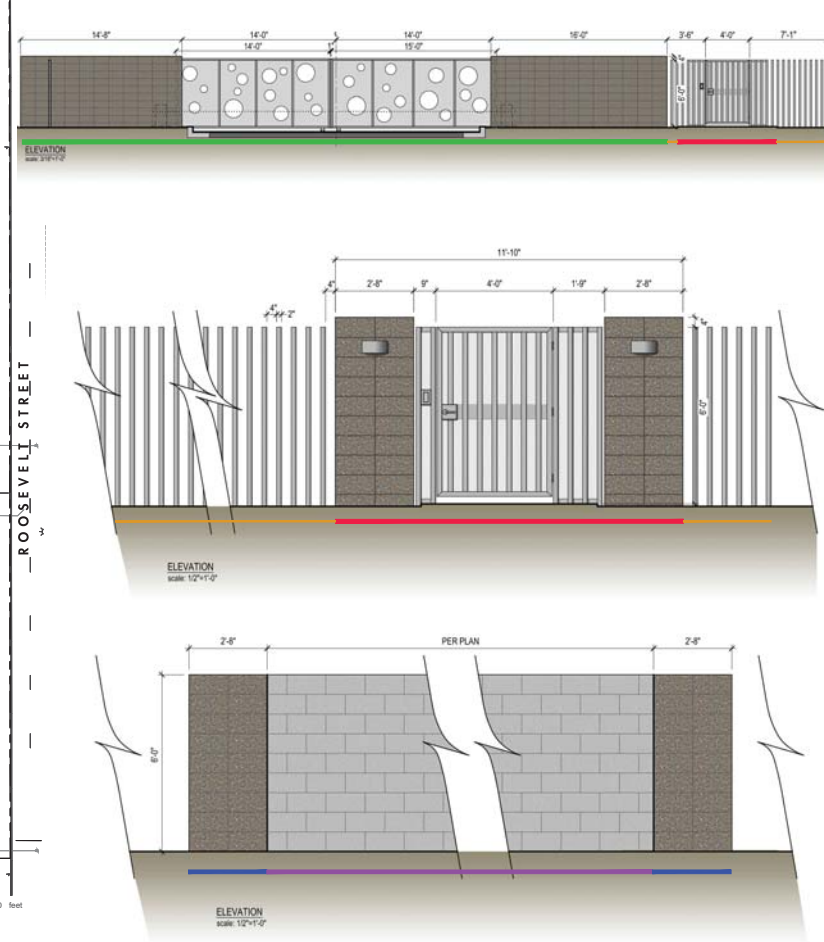






WALL DIAGRAM LEGEND

- VEHICULAR ENTRY GATE
- PEDESTRIAN ENTRY GATE
- SITE FENCE
- DECORATIVE SITE CMU WALL
- SITE CMU WALL



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Apartments at W. Roosevelt Street

AVONDALE, ARIZONA
DPR RESUBMITTAL
JANUARY 17, 2022

PRELIMINARY SITE WALL &
FENCE PLAN

Preliminary Not For Construction



L9

Exhibit G Received
12/13/21



3 BUILDING 1 - EAST ELEVATION
3/32" = 1'-0"



4 BUILDING 1 - SOUTHEAST ELEVATION
3/32" = 1'-0"

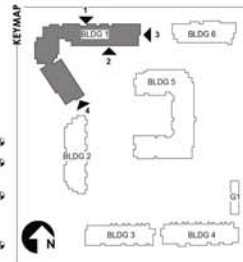


2 BUILDING 1 - SOUTH ELEVATION
3/32" = 1'-0"



1 BUILDING 1 - NORTH ELEVATION
3/32" = 1'-0"

LOCATION	MFG. / PAINT	COLOR
A	PAINT	SHERWIN WILLIAMS SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B	PAINT	SHERWIN WILLIAMS SW6005 "TOLKSTONE" LRV 14
C	PAINT	SHERWIN WILLIAMS SW7024 "FUNCTIONAL GREY" LRV 37
D	CMU	"CHELSEA - TRENDSTONE" BOND
E	PAINT	SHERWIN WILLIAMS SW9133 "JASPER STONE" LRV32
F	PAINT	SHERWIN WILLIAMS SW6711 "PARAKEET" LRV 41
G	PAINT	SHERWIN WILLIAMS SW9148 "SMOXY AZURITE" LRV 25
H	PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS SW7069 "IRON ORE" LRV 6
J	COMPOSITE PANEL	HARDIE PLANK
K	WINDOW FRAME	ARCADIA/ CASCADE OR APPROVED EQUAL
		HARDIE PANEL "SMOOTH" DARK BRONZE



- GENERAL NOTES
1. ALL ROOF DRAIN ARE INTERNALIZED AND DAYLIGHT AT GRADE.
 2. ALL ROOF TOP MECHANICAL UNITS ARE FULLY SCREENED.
 3. ALL BUILDING METER PACKS AND SES CABINETS ARE ARCHITECTURALLY INTEGRATED IN THE BUILDING DESIGN.



TODD+ ASSOCIATES

602-952-8280 / TODDASSOC.COM

21-2037-01



ENCORE AVONDALE

Avondale, AZ

DESIGN REVIEW

11-04-21

BUILDING 1 - NORTH ELEVATION

Preliminary Not For Construction

2.1



2 BUILDING 1 - NORTHEAST ELEVATION
3/32" = 1'-0"



1 BUILDING 1 - EAST ELEVATION COURTYARD
3/32" = 1'-0"

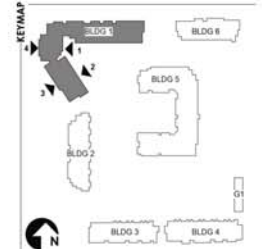


3 BUILDING 1 - SOUTHWEST ELEVATION
3/32" = 1'-0"



4 BUILDING 1 - WEST ELEVATION
3/32" = 1'-0"

- GENERAL NOTES**
1. ALL ROOF DRAIN ARE INTERNALIZED AND DAYLIGHT AT GRADE.
 2. ALL ROOF TOP MECHANICAL UNITS ARE FULLY SCREENED.
 3. ALL BUILDING METER PACKS AND SES CABINETS ARE ARCHITECTURALLY INTEGRATED IN THE BUILDING DESIGN.



EXTERIOR FINISH SCHEDULE		
LOCATION	MFG. / PAINT	COLOR
A	PAINT	SHERWIN WILLIAMS SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B	PAINT	SHERWIN WILLIAMS SW6005 "TOLKSTONE" LRV 14
C	PAINT	SHERWIN WILLIAMS SW7024 "FUNCTIONAL GREY" LRV 37
D	CMU	ECHOLON - TRENDSTONE "PEBBLE BEACH" STACK BOND
E	PAINT	SHERWIN WILLIAMS SW9133 "JASPER STONE" LRV 52
F	PAINT	SHERWIN WILLIAMS SW4711 "PARAKEET" LRV 41
G	PAINT	SHERWIN WILLIAMS SW9148 "SMOKEY AZURITE" LRV 25
H	PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS SW7069 "IRON ORE" LRV 6
J	COMPOSITE PANEL	HARDIE PLANK
K	WINDOW FRAME	ARCADIA/ CASCADE OR APPROVED EQUAL
		HARDIE PANEL "SMOOTH" DARK BRONZE





3 BUILDING 2 - SOUTH ELEVATION
3/32" = 1'-0"



4 BUILDING 2 - NORTH ELEVATION
3/32" = 1'-0"

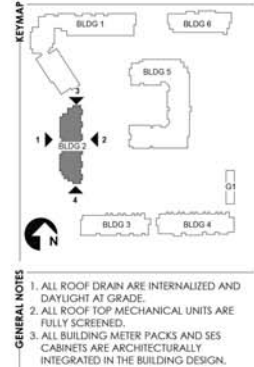


2 BUILDING 2 - EAST ELEVATION
3/32" = 1'-0"



1 BUILDING 2 - WEST ELEVATION
3/32" = 1'-0"

LOCATION	MFG. / PAINT	COLOR
A	PAINT	SHERWIN WILLIAMS SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B	PAINT	SHERWIN WILLIAMS SW6005 "FOLKSTONE" LRV 14
C	PAINT	SHERWIN WILLIAMS SW7024 "FUNCTIONAL GREY" LRV 37
D	CMU	ECHOLON - TRENDSTONE "PEBBLE BEACH" STACK BOND
E	PAINT	SHERWIN WILLIAMS SW9133 "JASPER STONE" LRV 32
F	PAINT	SHERWIN WILLIAMS SW6711 "PARAKEET" LRV 41
G	PAINT	SHERWIN WILLIAMS SW9148 "SMOXY AZURITE" LRV 25
H	PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS SW7069 "IRON ORE" LRV 6
J	COMPOSITE PANEL	HARDIE PLANK "HARDIE PANEL 'SMOOTH'"
K	WINDOW FRAME	ARCADIA/ CASCADE OR APPROVED EQUAL DARK BRONZE





4 BUILDING 3 - WEST ELEVATION
3/32" = 1'-0"



3 BUILDING 3 - EAST ELEVATION
3/32" = 1'-0"

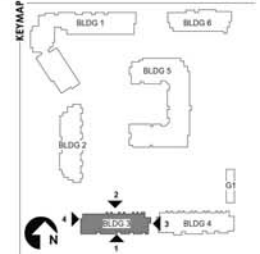


2 BUILDING 3 - NORTH ELEVATION
3/32" = 1'-0"



1 BUILDING 3 - SOUTH ELEVATION
3/32" = 1'-0"

LOCATION	MFG. / PAINT	COLOR
A PAINT	SHERWIN WILLIAMS	SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B PAINT	SHERWIN WILLIAMS	SW6005 "FOLKSTONE" LRV 14
C PAINT	SHERWIN WILLIAMS	SW7024 "FUNCTIONAL GREY" LRV 37
D CMU	ECHOLON - TRENDSTONE	"PEBBLE BEACH" STACK BOND
E PAINT	SHERWIN WILLIAMS	SW9133 "JASPER STONE" LRV32
F PAINT	SHERWIN WILLIAMS	SW6711 "PARAKEET" LRV 41
G PAINT	SHERWIN WILLIAMS	SW9148 "SMOXY AZURITE" LRV 25
H PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS	SW7069 "IRON ORE" LRV 6
J COMPOSITE PANEL	HARDIE PLANK	HARDIE PANEL "SMOOTH"
K WINDOW FRAME	ARCADIA / CASCADE OR APPROVED EQUAL	DARK BRONZE



- GENERAL NOTES
1. ALL ROOF DRAIN ARE INTERNALIZED AND DAYLIGHT AT GRADE.
 2. ALL ROOF TOP MECHANICAL UNITS ARE FULLY SCREENED.
 3. ALL BUILDING METER PACKS AND SES CABINETS ARE ARCHITECTURALLY INTEGRATED IN THE BUILDING DESIGN.





4 BUILDING 4 - WEST ELEVATION
3/32" = 1'-0"



3 BUILDING 4 - EAST ELEVATION
3/32" = 1'-0"

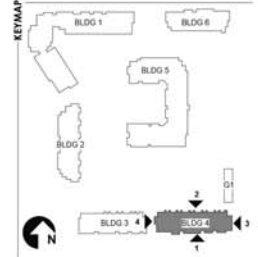


2 BUILDING 4 - NORTH ELEVATION
3/32" = 1'-0"



1 BUILDING 4 - SOUTH ELEVATION
3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE		
LOCATION	MFG. / PAINT	COLOR
A PAINT	SHERWIN WILLIAMS	SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B PAINT	SHERWIN WILLIAMS	SW6005 "FOLKSTONE" LRV 14
C PAINT	SHERWIN WILLIAMS	SW7024 "FUNCTIONAL GREY" LRV 37
D CAMU	ECHELON - TRENDSTONE	"PEBBLE BEACH" STACK BOND
E PAINT	SHERWIN WILLIAMS	SW9133 "JASPER STONE" LRV 32
F PAINT	SHERWIN WILLIAMS	SW6711 "PARAKEET" LRV 41
G PAINT	SHERWIN WILLIAMS	SW9148 "SMOKY AZURITE" LRV 25
H PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS	SW7069 "IRON ORE" LRV 6
J COMPOSITE PANEL	HARDIE PLANK	HARDIE PANEL "SMOOTH"
K WINDOW FRAME	ARCADIA CASCADE OR APPROVED EQUAL	DARK BRONZE



- GENERAL NOTES**
1. ALL ROOF DRAIN ARE INTERNALIZED AND DAYLIGHT AT GRADE.
 2. ALL ROOF TOP MECHANICAL UNITS ARE FULLY SCREENED.
 3. ALL BUILDING METER PACKS AND SES CABINETS ARE ARCHITECTURALLY INTEGRATED IN THE BUILDING DESIGN.





1 BUILDING 5 - NORTH ELEVATION
3/32" = 1'-0"

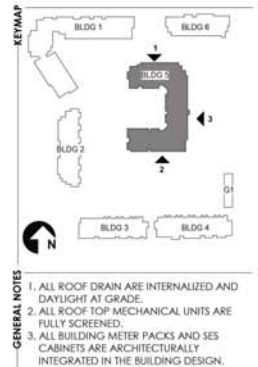


2 BUILDING 5 - SOUTH ELEVATION
3/32" = 1'-0"



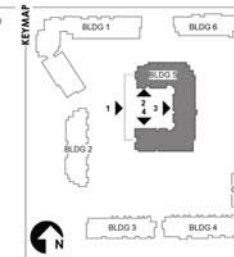
3 BUILDING 5 - EAST ELEVATION
3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE		
LOCATION	MFG. / PAINT	COLOR
A	PAINT	SHERWIN WILLIAMS SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B	PAINT	SHERWIN WILLIAMS SW6005 "FOLKSTONE" LRV 14
C	PAINT	SHERWIN WILLIAMS SW7024 "FUNCTIONAL GREY" LRV 37
D	CMU	ECHELON - TRENDSONE "PEBBLE BEACH" STACK BOND
E	PAINT	SHERWIN WILLIAMS SW9133 "JASPER STONE" LRV 32
F	PAINT	SHERWIN WILLIAMS SW6711 "PARAKEET" LRV 41
G	PAINT	SHERWIN WILLIAMS SW9148 "SMOKY AZURITE" LRV 25
H	PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS SW7069 "IRON ORE" LRV 6
J	COMPOSITE PANEL	HARDIE PLANK ARCADIA CASCADE OR APPROVED EQUAL
K	WINDOW FRAME	HARDIE PANEL "SMOOTH" DARK BRONZE





- GENERAL NOTES**
1. ALL ROOF DRAIN ARE INTERNALIZED AND DAYLIGHT AT GRADE.
 2. ALL ROOF TOP MECHANICAL UNITS ARE FULLY SCREENED.
 3. ALL BUILDING METER PACKS AND SES CABINETS ARE ARCHITECTURALLY INTEGRATED IN THE BUILDING DESIGN.



EXTERIOR FINISH SCHEDULE		
LOCATION	MFG. / PAINT	COLOR
A	PAINT	SHERWIN WILLIAMS SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B	PAINT	SHERWIN WILLIAMS SW6005 "FOLKSTONE" LRV 14
C	PAINT	SHERWIN WILLIAMS SW7024 "FUNCTIONAL GREY" LRV 37
D	CMU	ECHOLON - TRENDSTONE
E	PAINT	SHERWIN WILLIAMS SW9133 "JASPER STONE" LRV 32
F	PAINT	SHERWIN WILLIAMS SW6711 "PARAKEET" LRV 41
G	PAINT	SHERWIN WILLIAMS SW9148 "SMOKY AZURITE" LRV 25
H	PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS SW7069 "IRON ORE" LRV 6
J	COMPOSITE PANEL	HARDIE PLANK
K	WINDOW FRAME	ARCADIA/ CASCADE OR APPROVED EQUAL
		HARDIE PANEL "SMOOTH" DARK BRONZE

4 BUILDING 5 - SOUTH COURTYARD



3 BUILDING 5 - WEST COURTYARD



2 BUILDING 5 - NORTH COURTYARD

1 BUILDING 5 - WEST ELEVATION

ENCORE AVONDALE

Avondale, AZ
DESIGN REVIEW

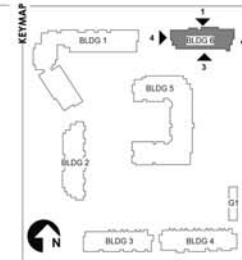
11-04-21

BUILDING 5 - ELEVATION

Preliminary Not For Construction



- GENERAL NOTES**
1. ALL ROOF DRAIN ARE INTERNALIZED AND DAYLIGHT AT GRADE.
 2. ALL ROOF TOP MECHANICAL UNITS ARE FULLY SCREENED.
 3. ALL BUILDING METER PACKS AND SES CABINETS ARE ARCHITECTURALLY INTEGRATED IN THE BUILDING DESIGN.



EXTERIOR FINISH SCHEDULE		
LOCATION	MFG. / PAINT	COLOR
A	PAINT	SHERWIN WILLIAMS SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B	PAINT	SHERWIN WILLIAMS SW6005 "TOLKSTONE" LRV 14
C	PAINT	SHERWIN WILLIAMS SW7024 "FUNCTIONAL GREY" LRV 37
D	CMU	ECHOLON - TRENDSTONE "PEBBLE BEACH" STACK BOND
E	PAINT	SHERWIN WILLIAMS SW9133 "JASPER STONE" LRV 32
F	PAINT	SHERWIN WILLIAMS SW6711 "PARAKEET" LRV 41
G	PAINT	SHERWIN WILLIAMS SW9148 "SMOKY AZURITE" LRV 25
H	PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS SW7069 "IRON ORE" LRV 6
J	COMPOSITE PANEL	HARDIE PLANK
K	WINDOW FRAME	ARCADIA / CASCADE OR APPROVED EQUAL
		DARK BRONZE



2 BUILDING 6 - EAST ELEVATION
3/32" = 1'-0"



4 BUILDING 6 - WEST ELEVATION
3/32" = 1'-0"

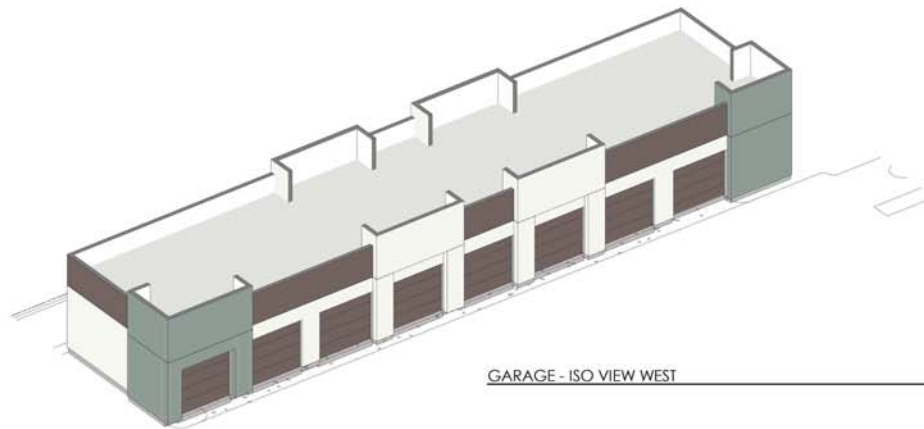


1 BUILDING 6 - NORTH ELEVATION
3/32" = 1'-0"

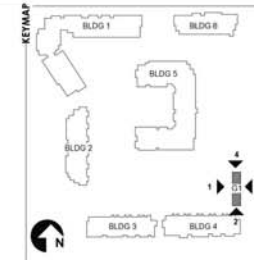


3 BUILDING 6 - SOUTH ELEVATION
3/32" = 1'-0"

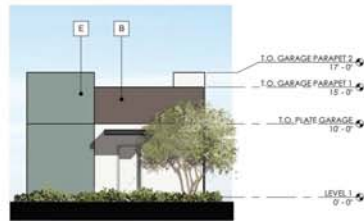




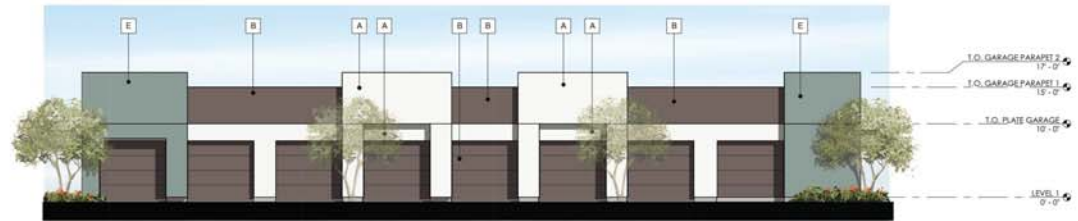
GARAGE - ISO VIEW WEST



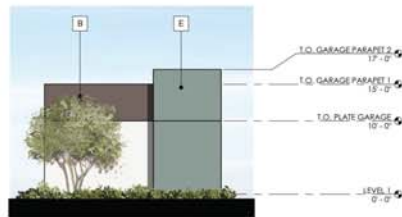
EXTERIOR FINISH SCHEDULE			
LOCATION	MFG. / PAINT	COLOR	
A	PAINT	SHERWIN WILLIAMS	SW7757 "HIGH REFLECTIVE WHITE" LRV 93
B	PAINT	SHERWIN WILLIAMS	SW6005 "FOLKSTONE" LRV 14
C	PAINT	SHERWIN WILLIAMS	SW7024 "FUNCTIONAL GREY" LRV 37
D	CMU	ECHOLON - TRENDSTONE	"PEBBLE BEACH" STACK BOND
E	PAINT	SHERWIN WILLIAMS	SW9133 "JASPER STONE" LRV 32
F	PAINT	SHERWIN WILLIAMS	SW6711 "PARAKEET" LRV 41
G	PAINT	SHERWIN WILLIAMS	SW9148 "SMOKY AZURITE" LRV 25
H	PAINTED METAL AND RAILINGS	SHERWIN WILLIAMS	SW7069 "IRON ORE" LRV 6
J	COMPOSITE PANEL	HARDIE PLANK	HARDIE PANEL "SMOOTH"
K	WINDOW FRAME	ARCADIA/ CASCADE OR APPROVED EQUAL	DARK BRONZE



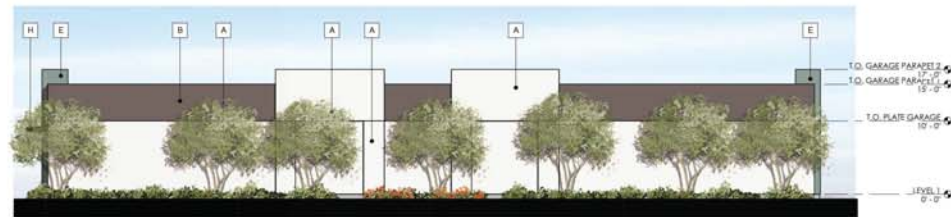
2 GARAGE SOUTH ELEVATION
1/8" = 1'-0"



1 GARAGE WEST ELEVATION
1/8" = 1'-0"



4 GARAGE NORTH ELEVATION
1/8" = 1'-0"



3 GARAGE EAST ELEVATION
1/8" = 1'-0"



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ASSOCIATES

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21-2037-01



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ENCORE AVONDALE

Avondale, AZ

DESIGN REVIEW

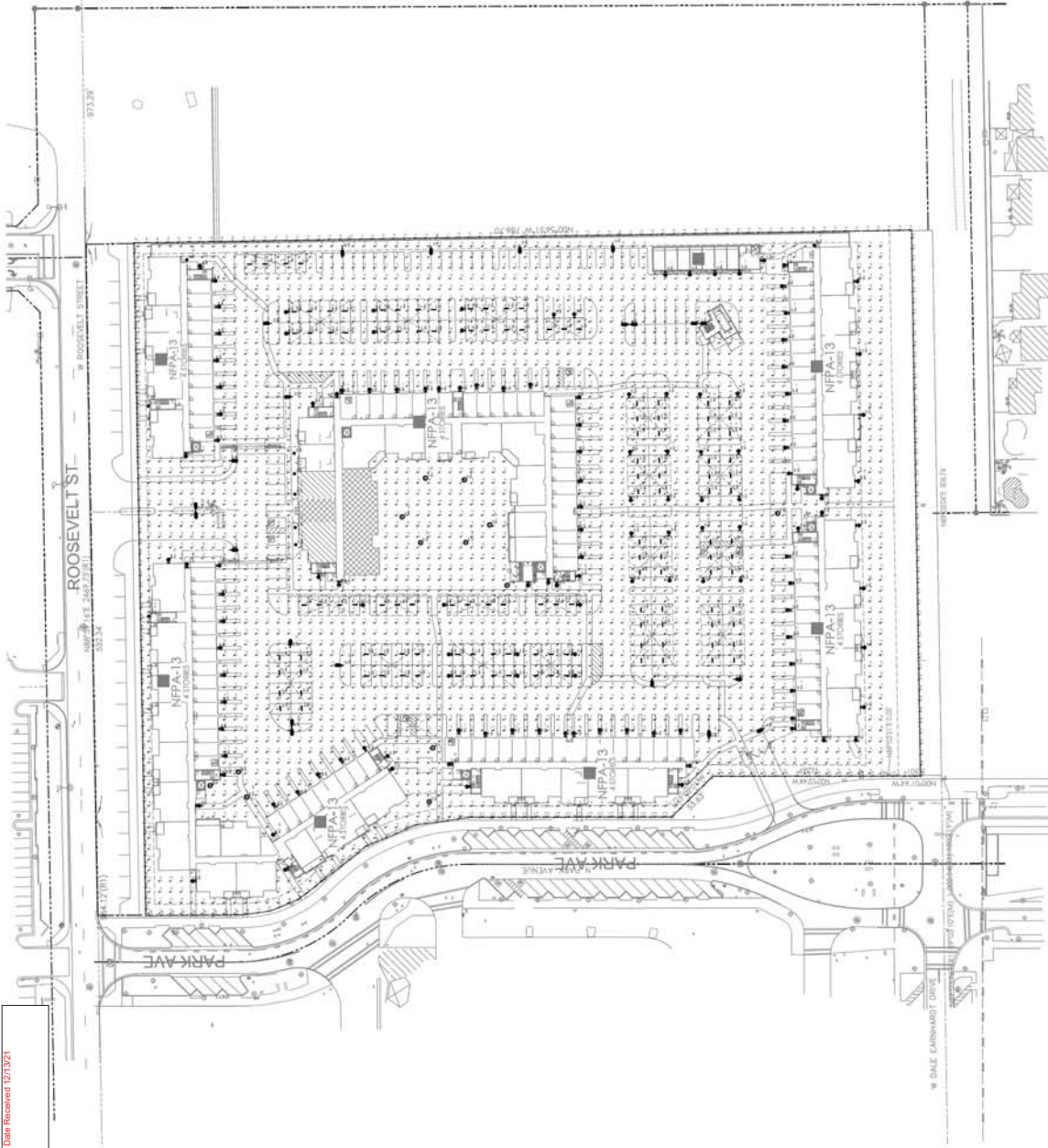
11-04-21

GARAGE - ELEVATION

Preliminary Not For Construction

2.9

Exhibit Date Received 2/13/21



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	1" DIA. BLACK IRON PIPE	100	FEET	1.50	150.00
2	2" DIA. BLACK IRON PIPE	50	FEET	2.50	125.00
3	4" DIA. BLACK IRON PIPE	20	FEET	4.00	80.00
4	6" DIA. BLACK IRON PIPE	10	FEET	6.00	60.00
5	8" DIA. BLACK IRON PIPE	5	FEET	8.00	40.00
6	10" DIA. BLACK IRON PIPE	2	FEET	10.00	20.00
7	12" DIA. BLACK IRON PIPE	1	FEET	12.00	12.00
8	14" DIA. BLACK IRON PIPE	1	FEET	14.00	14.00
9	16" DIA. BLACK IRON PIPE	1	FEET	16.00	16.00
10	18" DIA. BLACK IRON PIPE	1	FEET	18.00	18.00
11	20" DIA. BLACK IRON PIPE	1	FEET	20.00	20.00
12	22" DIA. BLACK IRON PIPE	1	FEET	22.00	22.00
13	24" DIA. BLACK IRON PIPE	1	FEET	24.00	24.00
14	26" DIA. BLACK IRON PIPE	1	FEET	26.00	26.00
15	28" DIA. BLACK IRON PIPE	1	FEET	28.00	28.00
16	30" DIA. BLACK IRON PIPE	1	FEET	30.00	30.00
17	32" DIA. BLACK IRON PIPE	1	FEET	32.00	32.00
18	34" DIA. BLACK IRON PIPE	1	FEET	34.00	34.00
19	36" DIA. BLACK IRON PIPE	1	FEET	36.00	36.00
20	38" DIA. BLACK IRON PIPE	1	FEET	38.00	38.00
21	40" DIA. BLACK IRON PIPE	1	FEET	40.00	40.00
22	42" DIA. BLACK IRON PIPE	1	FEET	42.00	42.00
23	44" DIA. BLACK IRON PIPE	1	FEET	44.00	44.00
24	46" DIA. BLACK IRON PIPE	1	FEET	46.00	46.00
25	48" DIA. BLACK IRON PIPE	1	FEET	48.00	48.00
26	50" DIA. BLACK IRON PIPE	1	FEET	50.00	50.00
27	52" DIA. BLACK IRON PIPE	1	FEET	52.00	52.00
28	54" DIA. BLACK IRON PIPE	1	FEET	54.00	54.00
29	56" DIA. BLACK IRON PIPE	1	FEET	56.00	56.00
30	58" DIA. BLACK IRON PIPE	1	FEET	58.00	58.00
31	60" DIA. BLACK IRON PIPE	1	FEET	60.00	60.00
32	62" DIA. BLACK IRON PIPE	1	FEET	62.00	62.00
33	64" DIA. BLACK IRON PIPE	1	FEET	64.00	64.00
34	66" DIA. BLACK IRON PIPE	1	FEET	66.00	66.00
35	68" DIA. BLACK IRON PIPE	1	FEET	68.00	68.00
36	70" DIA. BLACK IRON PIPE	1	FEET	70.00	70.00
37	72" DIA. BLACK IRON PIPE	1	FEET	72.00	72.00
38	74" DIA. BLACK IRON PIPE	1	FEET	74.00	74.00
39	76" DIA. BLACK IRON PIPE	1	FEET	76.00	76.00
40	78" DIA. BLACK IRON PIPE	1	FEET	78.00	78.00
41	80" DIA. BLACK IRON PIPE	1	FEET	80.00	80.00
42	82" DIA. BLACK IRON PIPE	1	FEET	82.00	82.00
43	84" DIA. BLACK IRON PIPE	1	FEET	84.00	84.00
44	86" DIA. BLACK IRON PIPE	1	FEET	86.00	86.00
45	88" DIA. BLACK IRON PIPE	1	FEET	88.00	88.00
46	90" DIA. BLACK IRON PIPE	1	FEET	90.00	90.00
47	92" DIA. BLACK IRON PIPE	1	FEET	92.00	92.00
48	94" DIA. BLACK IRON PIPE	1	FEET	94.00	94.00
49	96" DIA. BLACK IRON PIPE	1	FEET	96.00	96.00
50	98" DIA. BLACK IRON PIPE	1	FEET	98.00	98.00
51	100" DIA. BLACK IRON PIPE	1	FEET	100.00	100.00
52	102" DIA. BLACK IRON PIPE	1	FEET	102.00	102.00
53	104" DIA. BLACK IRON PIPE	1	FEET	104.00	104.00
54	106" DIA. BLACK IRON PIPE	1	FEET	106.00	106.00
55	108" DIA. BLACK IRON PIPE	1	FEET	108.00	108.00
56	110" DIA. BLACK IRON PIPE	1	FEET	110.00	110.00
57	112" DIA. BLACK IRON PIPE	1	FEET	112.00	112.00
58	114" DIA. BLACK IRON PIPE	1	FEET	114.00	114.00
59	116" DIA. BLACK IRON PIPE	1	FEET	116.00	116.00
60	118" DIA. BLACK IRON PIPE	1	FEET	118.00	118.00
61	120" DIA. BLACK IRON PIPE	1	FEET	120.00	120.00
62	122" DIA. BLACK IRON PIPE	1	FEET	122.00	122.00
63	124" DIA. BLACK IRON PIPE	1	FEET	124.00	124.00
64	126" DIA. BLACK IRON PIPE	1	FEET	126.00	126.00
65	128" DIA. BLACK IRON PIPE	1	FEET	128.00	128.00
66	130" DIA. BLACK IRON PIPE	1	FEET	130.00	130.00
67	132" DIA. BLACK IRON PIPE	1	FEET	132.00	132.00
68	134" DIA. BLACK IRON PIPE	1	FEET	134.00	134.00
69	136" DIA. BLACK IRON PIPE	1	FEET	136.00	136.00
70	138" DIA. BLACK IRON PIPE	1	FEET	138.00	138.00
71	140" DIA. BLACK IRON PIPE	1	FEET	140.00	140.00
72	142" DIA. BLACK IRON PIPE	1	FEET	142.00	142.00
73	144" DIA. BLACK IRON PIPE	1	FEET	144.00	144.00
74	146" DIA. BLACK IRON PIPE	1	FEET	146.00	146.00
75	148" DIA. BLACK IRON PIPE	1	FEET	148.00	148.00
76	150" DIA. BLACK IRON PIPE	1	FEET	150.00	150.00
77	152" DIA. BLACK IRON PIPE	1	FEET	152.00	152.00
78	154" DIA. BLACK IRON PIPE	1	FEET	154.00	154.00
79	156" DIA. BLACK IRON PIPE	1	FEET	156.00	156.00
80	158" DIA. BLACK IRON PIPE	1	FEET	158.00	158.00
81	160" DIA. BLACK IRON PIPE	1	FEET	160.00	160.00
82	162" DIA. BLACK IRON PIPE	1	FEET	162.00	162.00
83	164" DIA. BLACK IRON PIPE	1	FEET	164.00	164.00
84	166" DIA. BLACK IRON PIPE	1	FEET	166.00	166.00
85	168" DIA. BLACK IRON PIPE	1	FEET	168.00	168.00
86	170" DIA. BLACK IRON PIPE	1	FEET	170.00	170.00
87	172" DIA. BLACK IRON PIPE	1	FEET	172.00	172.00
88	174" DIA. BLACK IRON PIPE	1	FEET	174.00	174.00
89	176" DIA. BLACK IRON PIPE	1	FEET	176.00	176.00
90	178" DIA. BLACK IRON PIPE	1	FEET	178.00	178.00
91	180" DIA. BLACK IRON PIPE	1	FEET	180.00	180.00
92	182" DIA. BLACK IRON PIPE	1	FEET	182.00	182.00
93	184" DIA. BLACK IRON PIPE	1	FEET	184.00	184.00
94	186" DIA. BLACK IRON PIPE	1	FEET	186.00	186.00
95	188" DIA. BLACK IRON PIPE	1	FEET	188.00	188.00
96	190" DIA. BLACK IRON PIPE	1	FEET	190.00	190.00
97	192" DIA. BLACK IRON PIPE	1	FEET	192.00	192.00
98	194" DIA. BLACK IRON PIPE	1	FEET	194.00	194.00
99	196" DIA. BLACK IRON PIPE	1	FEET	196.00	196.00
100	198" DIA. BLACK IRON PIPE	1	FEET	198.00	198.00
101	200" DIA. BLACK IRON PIPE	1	FEET	200.00	200.00
102	202" DIA. BLACK IRON PIPE	1	FEET	202.00	202.00
103	204" DIA. BLACK IRON PIPE	1	FEET	204.00	204.00
104	206" DIA. BLACK IRON PIPE	1	FEET	206.00	206.00
105	208" DIA. BLACK IRON PIPE	1	FEET	208.00	208.00
106	210" DIA. BLACK IRON PIPE	1	FEET	210.00	210.00
107	212" DIA. BLACK IRON PIPE	1	FEET	212.00	212.00
108	214" DIA. BLACK IRON PIPE	1	FEET	214.00	214.00
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110	218" DIA. BLACK IRON PIPE	1	FEET	218.00	218.00
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112	222" DIA. BLACK IRON PIPE	1	FEET	222.00	222.00
113	224" DIA. BLACK IRON PIPE	1	FEET	224.00	224.00
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118	234" DIA. BLACK IRON PIPE	1	FEET	234.00	234.00
119	236" DIA. BLACK IRON PIPE	1	FEET	236.00	236.00
120	238" DIA. BLACK IRON PIPE	1	FEET	238.00	238.00
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132	262" DIA. BLACK IRON PIPE	1	FEET	262.00	262.00
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193	384" DIA. BLACK IRON PIPE	1	FEET	384.00	384.00
194	386" DIA. BLACK IRON PIPE	1	FEET	386.00	386.00
195	388" DIA. BLACK IRON PIPE	1	FEET	388.00	388.00
196	390" DIA. BLACK IRON PIPE	1	FEET	390.00	390.00
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198	394" DIA. BLACK IRON PIPE	1	FEET	394.00	394.00
199	396" DIA. BLACK IRON PIPE	1	FEET	396.00	396.00
200	398" DIA. BLACK IRON PIPE	1			

[illegible][illegible]

TODD + ASSOCIATES
602-952-8280 / TODDASSOC.COM
21-2037-01



Apartment at W. Roosevelt Street
AVONDALE, ARIZONA
DPR SUBMITTAL
September 30, 2021

ELECTRICAL SITE LIGHTING
CUTSHEETS

Preliminary Not For Construction



E4.OPH



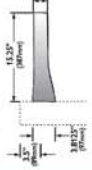
SHORT REACH BRACKETS

Short reach brackets

- 1/2" Short Reach Bracket Includes:
- Pole of our A506 aluminum, mechanically fastened to the pole.
 - Pole for 2.2375" (58mm) 7/8" (19mm) or 1" (25mm) pole. Pole brace and base must be specified when ordered.
 - Available with finished only.



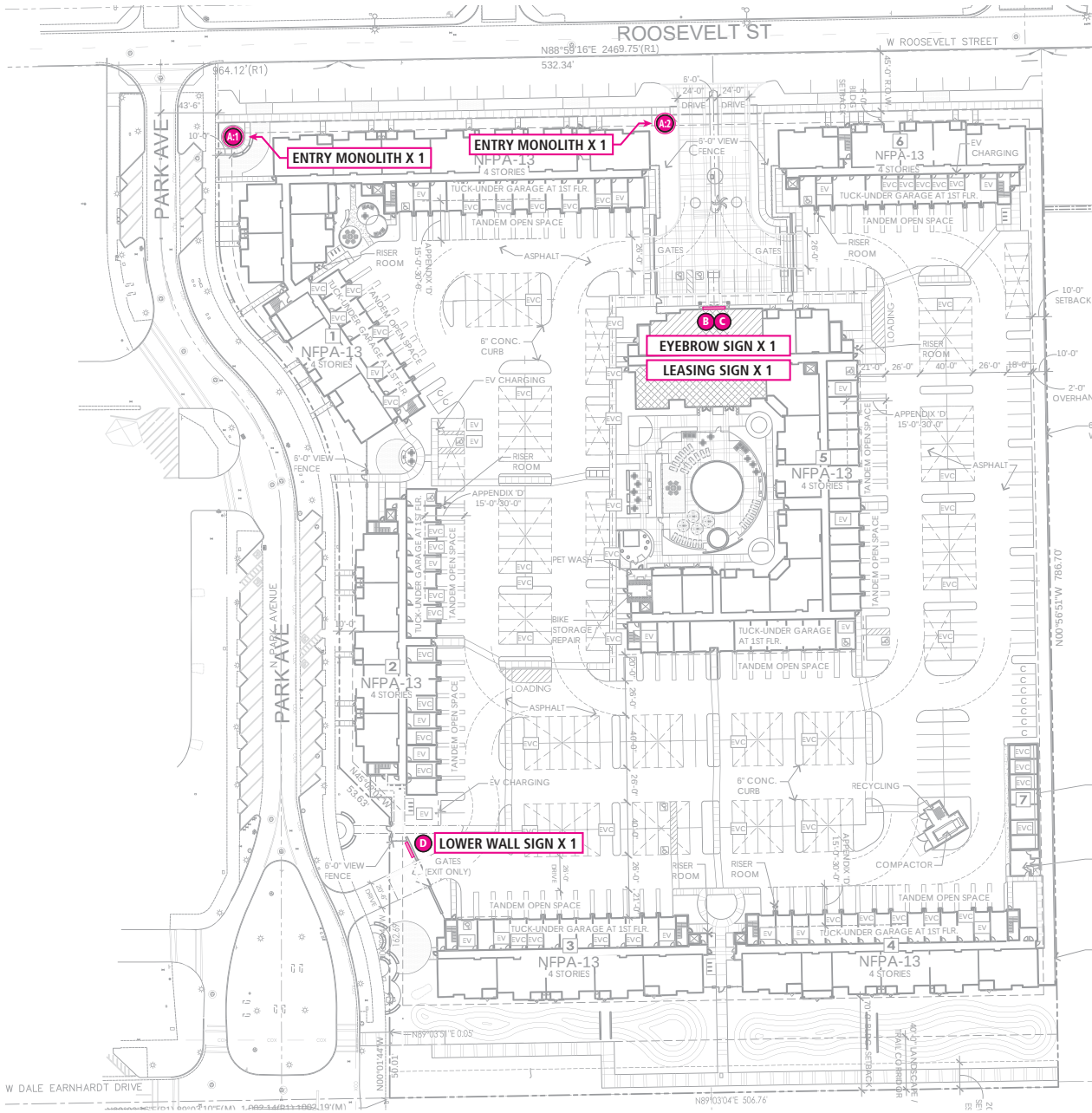
- 3/4" Short Reach Bracket Includes:
- Pole of our A506 aluminum, mechanically fastened to the pole.
 - Pole for 2.2375" (58mm) 7/8" (19mm) or 1" (25mm) pole. Pole brace and base must be specified when ordered.
 - Available with finished only.



Length/Height	Width	Depth
1/2"	2.2375"	2.2375"
3/4"	2.2375"	2.2375"

• Consult factory to obtain compatibility with your pole and future construction and installation instructions.

Exhibit I Date Received 12/22/21



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JOB NO.
2111E01S

Encore Halo / Avondale
Encore Enterprises
Avondale, Arizona

APPROVA

 Date

Your signature acknowledges full approval of the design layout and its content, releasing Fource Communications, Ltd. from any responsibility regarding incorrect information and design.

Any colors shown are only representative of actual colors to be used. Final colors will be matched as closely as possible. Colors shown tend to vary due to some materials used in the industry.

DESIGNER INITIAL

FO

DA7

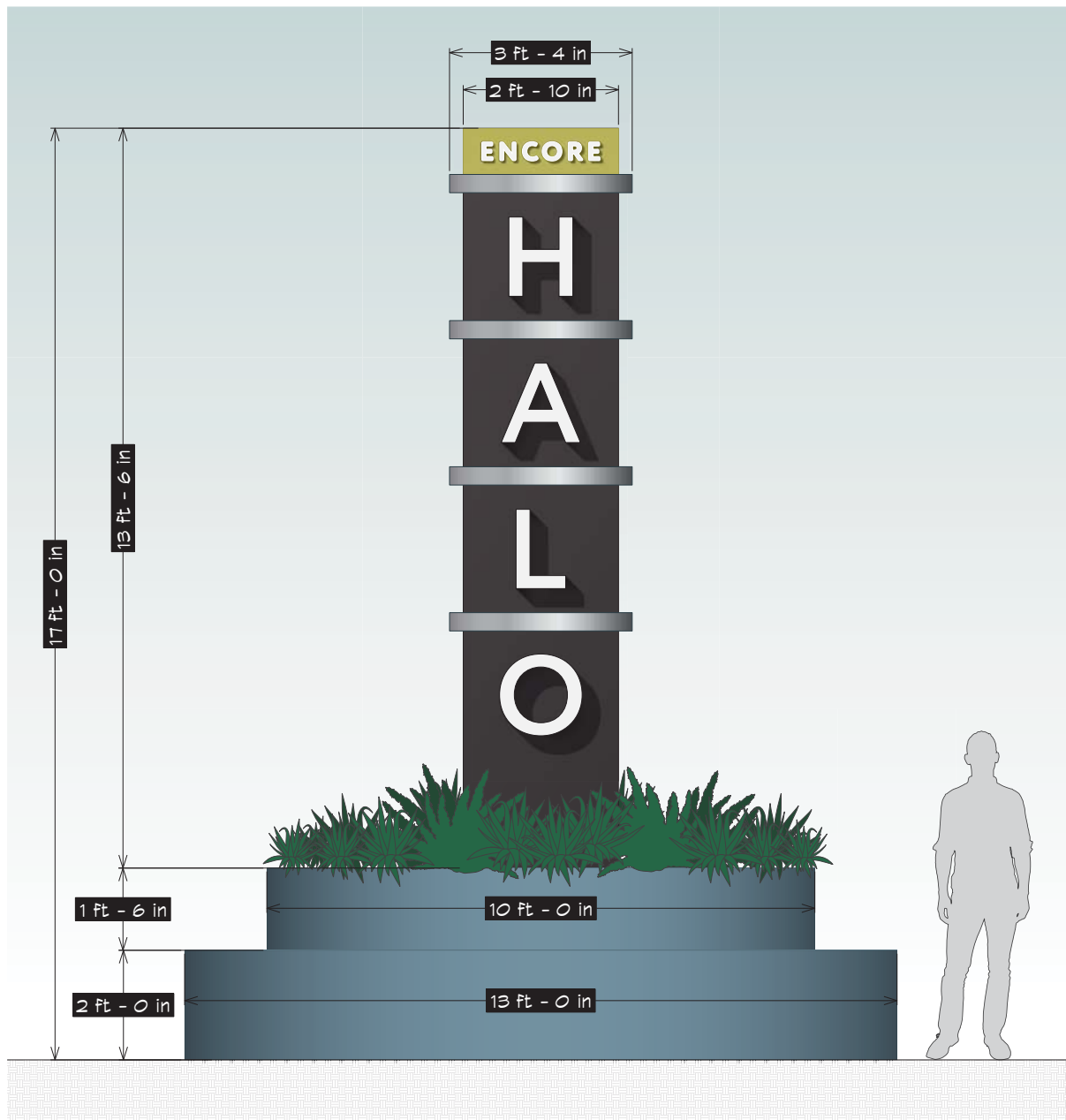
12/15/20

SHEET TITLE

SIGNAGE SPOTTING

SHEET N

SPOT.01.00



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Encore Halo / Avondale Encore Enterprises Avondale, Arizona

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DESIGNER INITIALS

FOX

DATE

12/15/2021

SHEET TITLE

EXTERIOR
SIGNAGE

SHEET NO.

ES.01.00



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**Encore Halo / Avondale
Encore Enterprises
Avondale, Arizona**

APPROVAL

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Date
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DESIGNER INITIALS

FOX

DATE

12/15/2021

SHEET TITLE

EXTERIOR
SIGNAGE

SHEET NO.

ES.01A.00



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JOB NO.

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Encore Halo / Avondale **Encore Enterprises** **Avondale, Arizona**

APPROVAL

Signature

Date

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DESIGNER INITIALS

FOX

DATE

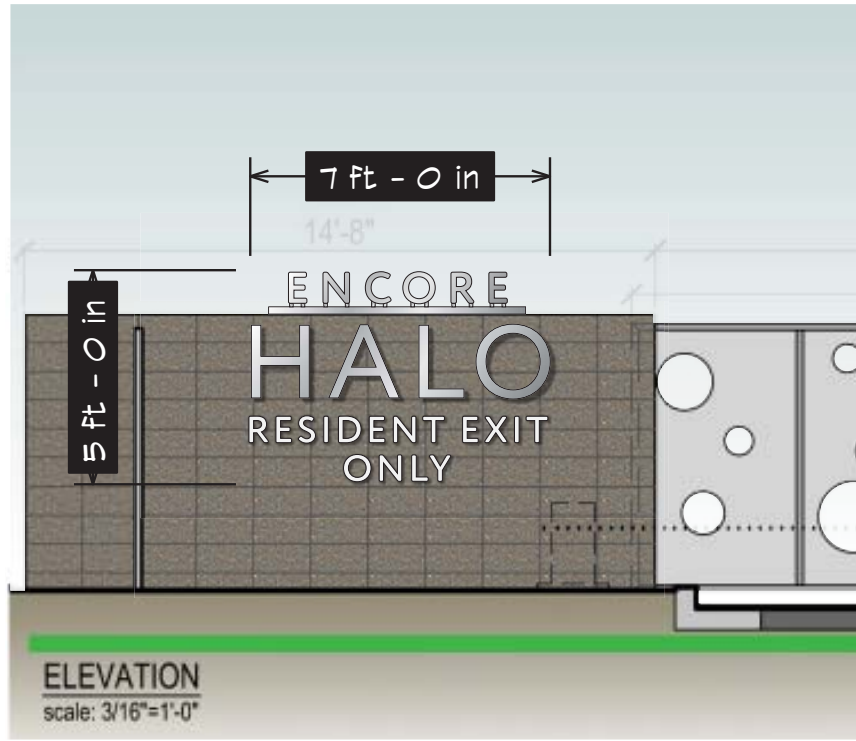
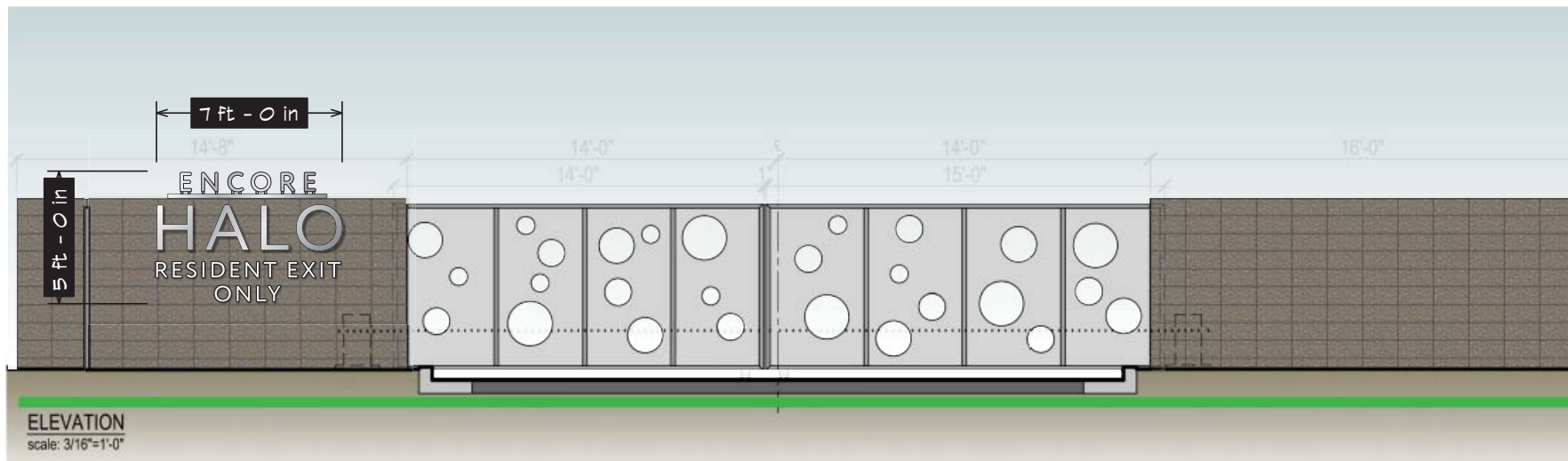
12/15/2021

SHEET TITLE

EXTERIOR
SIGNAGE

SHEET NO.

ES.01B.00



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JOB NO.
2111E01S

**Encore Halo / Avondale
Encore Enterprises
Avondale, Arizona**

APPROVAL

Signature _____
Date _____
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DESIGNER INITIALS

FOX

DATE

12/15/2021

SHEET TITLE

EXTERIOR
SIGNAGE

SHEET NO.

ES.01C.00

CITY COUNCIL REPORT

SUBJECT: Alta Avondale – Development Plan (Site Plan and Design Review) – Application PL-21-0353

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Foster sustainable community development

STRATEGY: Encourage build-out in residential housing opportunities that support diverse housing options.

PURPOSE:

City Council will consider a request by Mr. Brian Greathouse, Burch & Cracchiolo, P.A., on behalf of Wood Partners, for approval of PL-21-0353 Alta Avondale Development Plan (Site Plan and Design Review), a proposed 360-unit multi-family residential apartment community located within The BLVD Specific Plan on approximately 12.8 acres east of the northeast corner of Van Buren Street and Avondale Boulevard. The Council will take appropriate action.

BACKGROUND:

The property was annexed in April 2009 and rezoned from Agricultural (AG) to City Center District (CCD) in August 2009. The property was again rezoned, this time from CCD to The BLVD District (BLVDD) in March 2020 following adoption of The BLVD Specific Plan the previous year. The property is located within The BLVD's Park Avenue District, which allows Central gathering area for events; Indoor sports, cultural, and entertainment (ASC, Theatre/Performing Arts Center), Mixed-use, Main Street retail, Restaurants); Urban form multi-family minimum 22 dwelling units per acre; Office; Hotel, Education Campus.

The existing uses and zoning of surrounding properties include:

NORTH: General Plan Designation - The BLVD Park Avenue; Zoning - The BLVDD Park Avenue District; proposed Encore Avondale multi-family

EAST: General Plan Designation - Medium High Density Residential; Zoning - Waterford Square Planned Area Development; Single Family residential and multi-family

SOUTH: General Plan Designation - The BLVD Residential; Zoning - Maricopa County RU-43; vacant in agricultural production

WEST: General Plan Designation - The BLVD Park Avenue; Zoning - The BLVDD Park Avenue District, the American Sports Center, and Vacant

SUMMARY OF REQUEST

The applicant is requesting approval of a Development Plan (Site Plan Design Review) for a 360-unit multi-family apartment urban form community. The site consists of seven (7) 3-story and one (1) 4-story apartment buildings with amenities that include a primary clubhouse within a centralized courtyard, resort style

community pool, spa barbeque islands with bars, fire pits, bean bag toss area, outdoor seating and cabanas. A secondary amenity area is located in the middle section of the site which includes expansive turf area, pet waste station and pet drinking fountain. The three-story buildings are fronting along Filmore Street and Park Avenue to create a pedestrian-scale feel with on-street parking.

The proposal includes 204 one-bedroom units; 138 two-bedroom units, and 18 three-bedroom units for a total of 360 units. Primary access to the site is from Van Buren Street with a secondary egress (exit) to Park Avenue, and an emergency access to Van Buren Street; no ingress (entry) will be allowed from Park Avenue.

Properties in The BLVD Specific Plan and The BLVD District zoning are required to submit a Development Plan (Site Plan and Design Review) for administrative Council approval prior to administrative staff approval of any construction plans.

PLANNING COMMISSION ACTION

The Planning Commission conducted a hearing on the request on February 16, 2022 and voted 5-0 to recommend approval of the proposed Alta Avondale Development Plan subject to eleven (11) staff-recommended conditions.

ANALYSIS

Conformance with the General Plan

The General Plan designation for the property is The BLVD Park Avenue District. As such, the request is in conformance with the General Plan.

Conformance with The BLVD Specific Plan

The BLVD Specific Plan designates the site as Park Avenue with a minimum dwelling unit per acre requirement of 22 units per acre. The proposal is for 28.13 dwelling units per acre exceeding the minimum requirements and is therefore in conformance with The BLVD Specific Plan.

Permitted Uses

The use proposed for the site is consistent with the The BLVDD Park Avenue District zoning designation and is in conformance with the zoning of the site.

Development Standards

The front, side, and rear yard minimum setbacks are consistent with the zoning district.

Parking

Parking proposed meets the Avondale Zoning Ordinance Requirements

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, and plant quantities are provided throughout the site.

Streets, utilities and Other Infrastructure

The development will have one (1) access point off of Van Buren Street, one (1) Emergency Access to Van Buren Street, and one (1) egress to Park Avenue. The applicant will be contributing, dedicating, and constructing the following improvements:

- The developer will construct the northbound lane(s) including curb gutter sidewalk, bike lanes, on-street parking, landscaping, street lighting and pedestrian lighting on Park Avenue along the project frontage from the Filmore Street alignment to The BLVD.
- Dedication of 33 feet of half-street right-of-way will be required for the south half of Filmore Street adjacent to the property. The developer will construct the full roadway width of Filmore Street including curb gutter sidewalk, landscaping, street lighting, and pedestrian lighting adjacent to the site.
- Van Buren Street will be constructed per Fig 2.7 of The BLVD Specific Plan and one-half street improvements will be required along the project frontage. No additional landscaping will be required in the

area ten (10) feet north and south of the Van Buren Street trail. The existing trail landscaping within this corridor must be separated from this project's landscaping by a landscape header curb; the existing landscaping within the curbed area will continue to be maintained by the City.

- Contributions towards half of the future Van Buren Street median adjacent to the site and one-quarter (1/4) of the design and construction cost of the future traffic signal at the intersection of Van Buren Street and Park Avenue will be required prior to issuance of permits.
- The applicant will construct the private fire, water, and sewer lines within the development.

DISCUSSION:

Staff recommends approval of the Development Plan (Site Plan and Design Review) request for the following reasons:

1. The proposed Development Plan is in conformance with the property's The BLVD Park Avenue District General Plan Designation.
2. The proposed Development Plan is in conformance with The BLVD Specific Plan.
3. The proposed Development Plan is in conformance with the BLVDD Park Avenue District zoning designation.
4. The proposed Development Plan, including the Site Plan, Landscape Plan, Building Elevations, and Site Details, meet or exceed development standards and requirements contained within the City of Avondale Zoning Ordinance, The BLVD Specific Plan, and Multi-Family Residential Design Manual.
5. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts at this time.

RECOMMENDATION:

The City Council will **APPROVE** Application PL-21-0353 Alta Avondale, a request for Development Plan (Site Plan and Design Review) for a proposed 360-unit multi-family residential community, subject to the following eleven (11) conditions of approval:

CONDITIONS OF APPROVAL:

1. Development of Alta Avondale shall substantially conform to the following documents, except as modified by these conditions of approval:
 - a. Narrative dated October 22, 2021
 - b. Site Plan dated January 20, 2022
 - c. Landscape Plan dated December 21, 2021
 - d. Building Elevations dated December 21, 2021
 - e. Photometrics Plan dated December 21, 2021
 - f. Signage Plan December 21, 2021

Further, the development will be reviewed for conformance with these stipulations unless otherwise approved by the City Engineer.

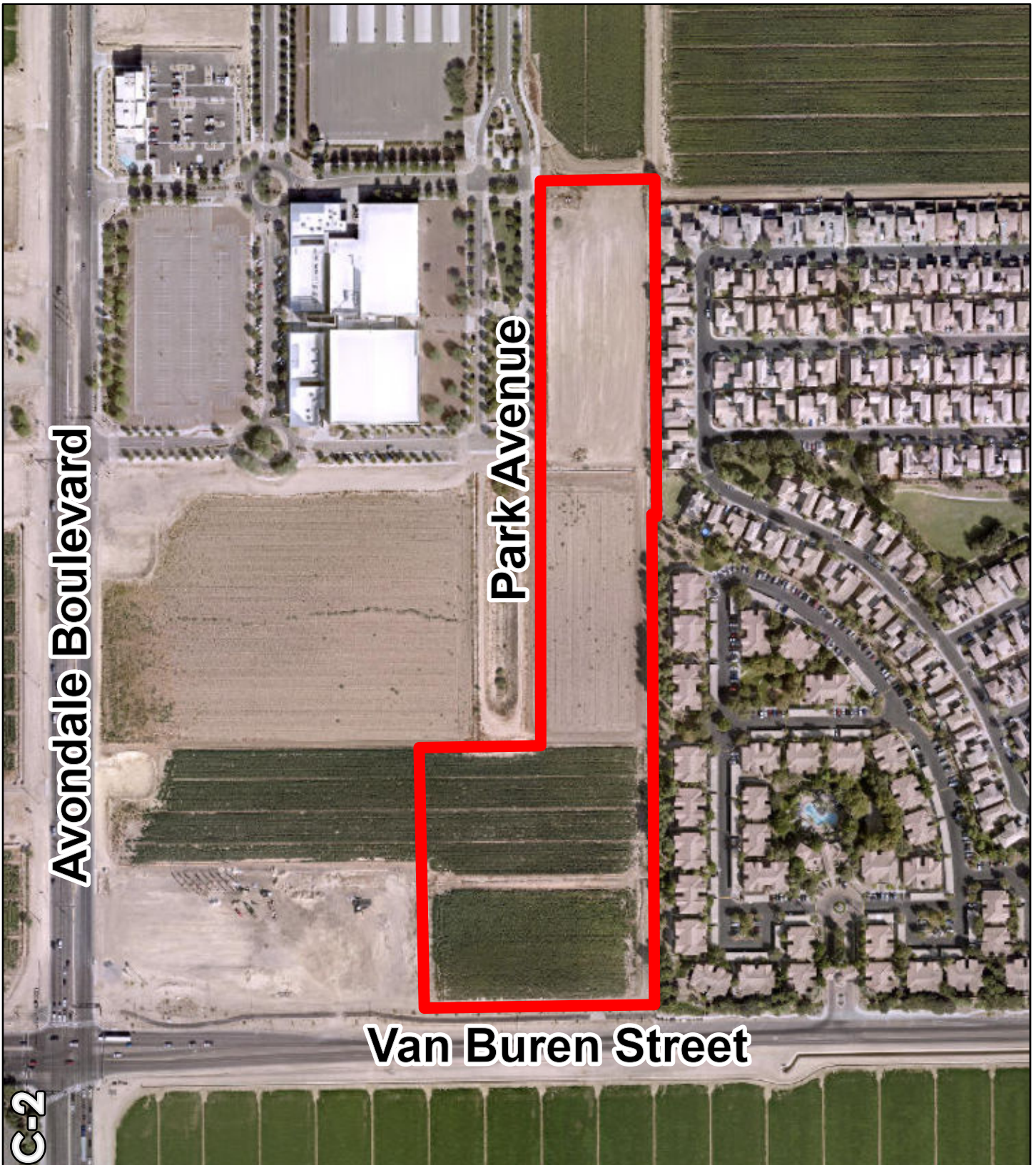
2. The Development Plan will expire two (2) years from approval unless a building permit has been issued for the project.
3. Powerlines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted to underground transmission/conveyance in the first phase of development.
4. Park Avenue will be constructed per Fig 2.7 of The BLVD Specific Plan, the developer will construct the northbound lane(s) including curb, gutter, sidewalk, bike lanes, on-street parking, landscaping, street lighting, and pedestrian lighting on Park Avenue along the project frontage from the Filmore Street alignment to The BLVD, the northbound cross-section shall be in accordance with Figure 2.7 of The BLVD Specific Plan. The park median may be used for retention of Park Avenue street runoff. No additional right-of-way dedication is anticipated for Park Avenue.

5. Dedication of 33 feet of half-street right-of-way will be required for the south half of Filmore Street adjacent to the property. The developer will construct the full roadway width of Filmore Street including curb, gutter, sidewalk, landscaping, street lighting, and pedestrian lighting adjacent to the site.
6. Van Buren Street will be constructed per Fig 2.7 of The BLVD Specific Plan, one-half street improvements will be required along the project frontage. No additional landscaping will be required in the area ten (10) feet north and south of the Van Buren Street trail. The existing trail landscaping within this corridor must be separated from this project's landscaping by a landscape header curb; the existing landscaping within the curbed area will continue to be maintained by the City.
7. Contributions towards half of the future Van Buren Street median adjacent to the site and one-quarter (1/4) of the design and construction cost of the future traffic signal at the intersection of Van Buren Street and Park Avenue will be required prior to issuance of permits.
8. Grandfathered groundwater rights for the property (58-112404.0000 and 58-104070.0002) must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.
9. All required off-site improvements shall be completed in the first phase of development prior to issuance of the first Certificate of Occupancy for the project.
10. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
11. The developer shall dedicate to the City a public 30' wide Multi-use Trail Easement along Alta's north property line through the project's final plat/MLD. A ten (10) foot wide multi-use trail, constructed by others, will be located within the 30' easement of the subject site. The developer shall be required to construct and maintain the trail, landscaping, lighting and pedestrian amenities in the 30' M.U.T. easement.

PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-21-0353 Alta Avondale, a request for Development Plan (Site Plan and Design Review) for a proposed 360-unit multi-family residential community, subject to eleven (11) conditions of approval as listed in the staff report.

Contact person for document distribution:

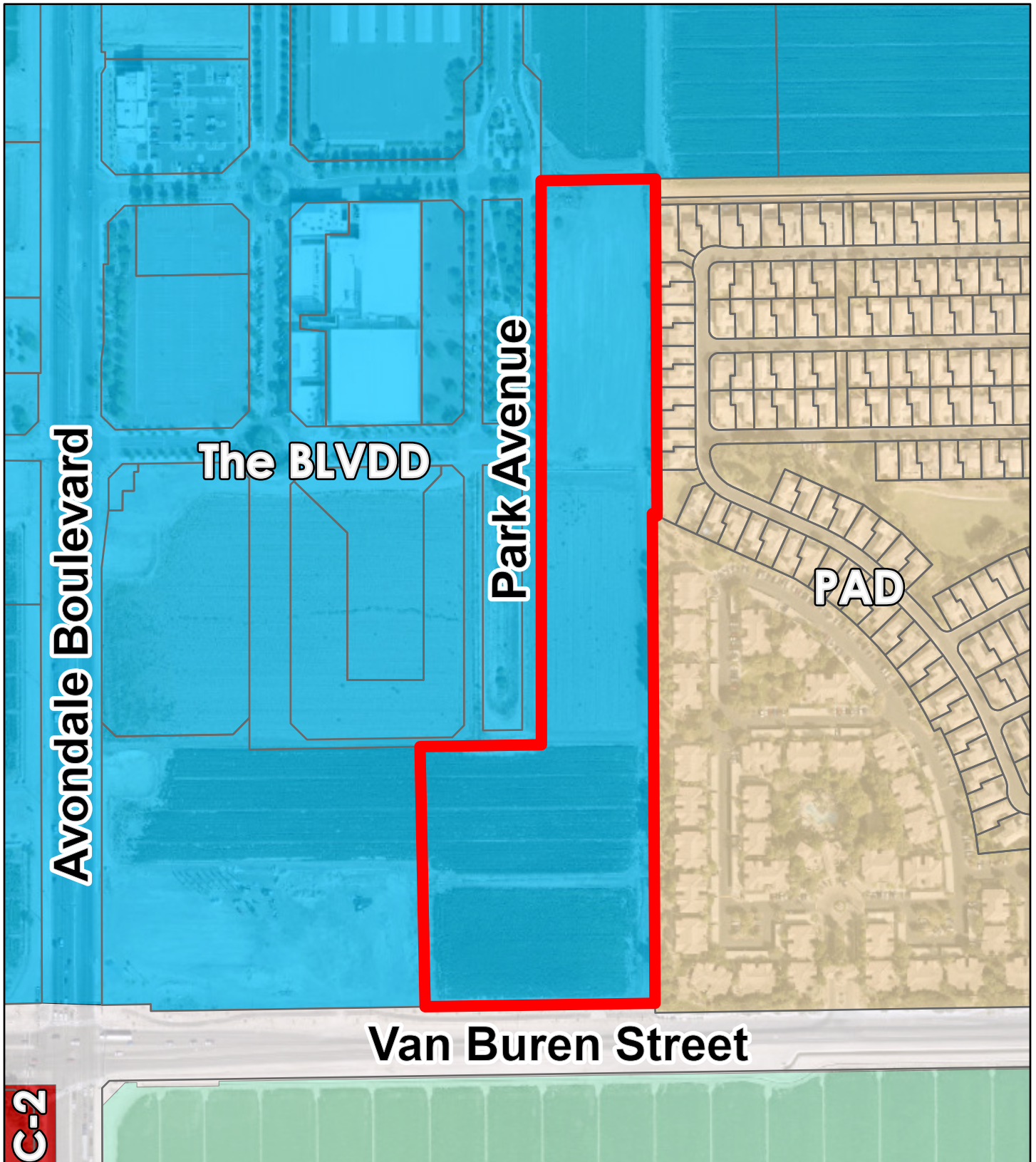


Aerial Photograph

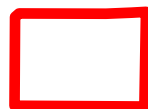


Subject Property



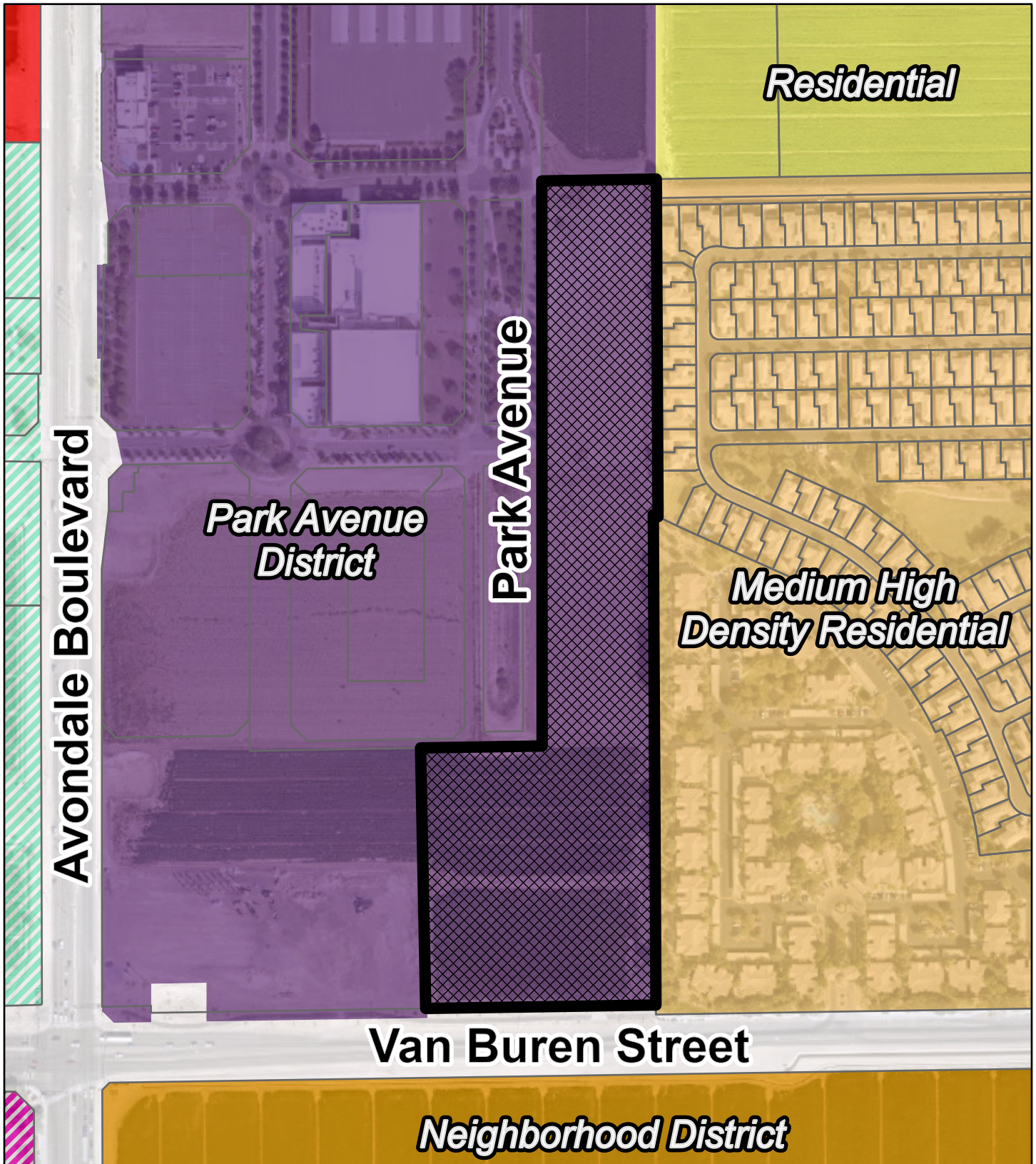


Zoning Vicinity

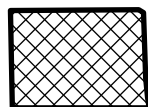


Subject Property





General Plan Land Use



Subject Property





Exhibit D Received
10/22/21

BRIAN GREATHOUSE
DIRECT LINE: 602.234.9903
DIRECT FAX: 602.343.7903
E-MAIL: BGREATHOUSE@BCATTORNEYS.COM

October 22, 2021

Avondale Alta 1 by Wood Partners
East of the NEC of Van Buren Street and Avondale Boulevard

DEVELOPMENT PLAN APPLICATION - NARRATIVE

I. Introduction

On behalf of Wood Partners, we have submitted a Development Plan Review Application. Wood Partners is the proposed developer of a 13 +/- acre vacant and underutilized property located east of the northeast corner of Van Buren Street and Avondale Boulevard ("Site"). Wood Partners is developing a 360 unit, Class A, high quality multifamily development that will be compatible and consistent with the BLVD Specific Plan. Wood Partners requests approval of its Site Plan, Building Elevations, and other materials submittal with its Development Plan Review Application.

Wood Partners is a best-in-class national, institutional multi-housing real estate development firm with a significant presence in Arizona. Since 2011, the firm has been annually recognized as a "Top 5" real estate development firm in the United States by multiple publications. Wood Partners develops approximately 4,000-5,000 multifamily units across the United States annually. The Wood Partners' Arizona team have produced numerous high-quality and highly recognizable projects through the Valley going back to 2004. Wood Partners' developments represent strong brand identity that fit their individual markets, meticulous attention to detail, and a commitment to utilizing high-quality materials throughout their designs.

II. Site Design

The Site is an irregular "L" shaped property. Primary vehicular access to and from and the Site will be provided along Van Buren Street at the southeast corner of the Site. Secondary vehicular access is provided along Park Avenue at the northwest corner of the Site. Further, numerous pedestrian access points have been provided along Park Avenue and Fillmore Street on the northern portion of the Site. The parking provided on the Site (656 spaces) meets the minimum parking requirements of the Avondale Zoning Ordinance, and trash enclosures have been located within convenient location on the Site to provide east tenant access and unimpeded access for trash pickup vehicles.

The main entry is located proximate to the primary clubhouse, leasing office and amenity area, which is located within a centralized courtyard surrounded by a 4-story building that is approximately 53.5 feet in height. The amenities provided within the courtyard include resort style community pool, spa, barbeque islands with bars, fire pits, bean bag toss area, outdoor seating and

cabanas. A secondary amenity area is located within the middle section of the Site, which includes expansive turf area, pet waste station, and pet drinking fountain.

Further, there are 3-story buildings (approximately 36.5 feet in height) located proximate to Park Avenue and Fillmore Street on the northern portion of the Site. The 3-story buildings are provided at a pedestrian scale and front onto Fillmore Street with parking areas on the east sides of the buildings fronting on Park Avenue and south side of the building fronting on Fillmore Street to provide a pedestrian-friendly feel. In total, there are seven 3-story buildings and one 4-story building on the Site. The proposed buildings comply with the BLVD District zoning regulations.

A 20-foot-wide public trail easement is proposed along the northern property line for the trail being constructed by others. No other ingress-egress easements are proposed since the site will have direct access to Park Avenue and Fillmore Street.

III. **Building Design**

The buildings will accommodate 360 units of high-quality multifamily units with top of class finishings, appliances, and fixtures. The development includes 204 1-Bed, 138 2-Bed, and 18 3-Bedroom units.

The building and architectural design is in harmony and consistent with the guidelines within the City's Multi-Family Design Manual, the BLVD Specific Plan, and previous discussions and direction from City Staff. Vibrant colors have been incorporated as accents to complement the buildings in The BLVD. The elevations of all building have been designed so they are not symmetrical. Balconies wrap around building corners on many of the corner units. Further, vertical and horizontal articulation has been utilized to help reduce the building massing.

IV. **Landscape Theme**

The landscape theme incorporates various types of desert themed trees, shrubs and groundcovers that are consistent with the existing landscaping within the area and described within the BLVD Specific Plan. A significant number of trees and other landscaping is provided along Van Buren Street to provide a walkable and pedestrian-friendly environment.

V. **Utilities and Drainage Retention**

A public 12-inch waterline extension is proposed within the proposed Park Avenue roadway extension, stubbing out to the west along the Fillmore alignment. Onsite utilities will include a private metered domestic waterline system, a private looped onsite fireline system to provide fire sprinkler service and fire hydrant coverage, a private gravity sanitary sewer collections system and a private onsite storm drain collection system.

The project will provide storm water retention in accordance with Avondale's engineering design standards by providing retention for the design storm event (100-year, 2-hour) for all onsite areas and the adjacent half-streets. Retention for all onsite areas, as well as the adjacent half-street of Van Buren, will be provided within onsite surface basins and underground storage tanks. The

full right-of-way of the Park Avenue roadway extension will be provided retention within the proposed median park area. Drywells will be utilized to dewater retention basins within 36-hours.

VI. **Signage**

Monument signs are located at the Van Buren and Park Avenue entrances. Further, building signage is provided at one location on the 4-story building located on the south portion of the Site, which is viewable from Van Buren Street. See Building Elevation Plans and Landscape Plans.

VII. **Phasing**

The development of this Site will be completed in a single phase.

VIII. **Conclusion**

Wood Partners' proposed 360-unit multifamily development is consistent with the requirements of the BLVD Specific Plan. Further, the development provides pedestrian-friendly themes and access along Park Avenue, Fillmore Street, Van Buren Street and throughout the entire Site. We request your approval of this Development Plan.



BUILDING DATA

Exhibit E Date Received 1/20/22

BUILDING TYPE	CONSTRUCTION TYPE	OCCUPANCY	STORIES	HEIGHT	NO. OF BLDGS.
BUILDING A1	VA	R-2 B.A-3	4	53'-0"	1
BUILDING B1	VA	R-2	3	36'-0"	2
BUILDING C1	VA	R-2	3	36'-0"	5
FREE STANDING GARAGE	VA	S-2	1	36'-0"	6

SITE DATA

PROJECT NAME AND ADDRESS

ALTA AVONDALE
EAST OF NORTHEAST CORNER OF AVONDALE AND VAN BUREN ST.
AVONDALE, ARIZONA

NARRATIVE

A NEW MULTIFAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 4 AND 3 STORY BUILDINGS WITH CLUBHOUSE, FITNESS, TUCKED UNDER GARAGES ON THE FIRST FLOOR OF THE BUILDINGS AND STAND ALONE GARAGES THE PROJECT WILL CONSIST OF ONE, TWO, AND THREE BEDROOM UNITS, THE AMENITIES TO INCLUDE FITNESS, POOL, BBQ AREA AND CABANAS.

ZONING

BLVD DISTRICT (BLVD)

PARKING

REQUIRED:	1.5 SPACES X (204) 1 BR UNITS 1.75 SPACES X (180) 2 BR UNITS 2 SPACES X (16) 3 BR UNITS (GARAGES - 146 SPACES)	306 SPACES 242 SPACES 36 SPACES
PROVIDED:	NON COVERED SURFACE CARPORT SPACES GARAGE SPACES TANDEM	141 SPACES 223 SPACES 146 SPACES 146 SPACES
ADA PARKING:	TOTAL RESIDENT PARKING REQ. GUEST PARKING REQ. TOTAL PARKING REQ.	584 SPACES 72 SPACES 656 SPACES
	ADA PARKING REQUIRED (2%) ADA PARKING PROVIDED	13 SPACES 13 SPACES

EV PARKING REQUIREMENTS

REQUIRED:	RESIDENTIAL PARKING LV1.2 - 4% EV CHARGING STATION (4% X 584 SPACES = 23 PARKING SPACES) GUEST PARKING LV1.2 - 1% TO BE EV CHARGING STATION (1% X 72 SPACES = 7 PARKING SPACES) RESIDENTIAL PARKING EV COMPATIBLE - 16% (16% X 584 SPACES = 93 PARKING SPACES) GUEST PARKING EV COMPATIBLE - 3% (3% X 72 SPACES = 2 PARKING SPACES)	
PROVIDED:	LV1.2 RESIDENTIAL CHARGING STATION LV1.2 GUEST CHARGING STATION TOTAL	23 SPACES 7 SPACES 30 SPACES
	RESIDENTIAL EV COMPATIBLE GUEST EV COMPATIBLE STATIONS TOTAL	93 SPACES 2 SPACES 95 SPACES

VICINITY MAP



SITE KEY NOTES

1. PARKING SPACE (20'-0" X 9'-0" TYP)
2. PERMANENT FREE STANDING SIGN
3. TRASH ENCLOSURE
4. ACCESSIBLE CROSSWALK
5. PROPERTY LINE
6. USABLE OPEN SPACE
7. LANDSCAPE AREA, REF. (LANDSCAPE)
8. CONTROLLED ENTRY/EXIT GATES
9. ADDRESS DIRECTORY
10. CALL STATION
11. FIRE TRUCK TURNING RADIUS
12. 6'-0" SIDEWALK
13. 5'-0" SIDEWALK
14. FIRE RISER
15. COVERED CARPORT
16. FIRE LANE
17. RIGHT OF WAY (ROW)
18. SITE ENTRY/EXIT
19. OPEN LANDSCAPE AREA (REF. LANDSCAPE)
20. LIGHT POLE
21. FIRE APPARATUS 30' INSIDE TURNING RADIUS
22. CONCRETE SIDEWALK
23. PEDESTRIAN GATE 36" CLEAR
24. DECORATIVE PAVEMENT
25. TRAFFIC CIRCLE
26. TANDEM PARKING SPACE
27. DOG PARK
28. ADA PARKING SPACE
29. ELECTRIC VEHICLE DUEL CHARGING STATION SERVING (2) PARKING SPACES
30. REMOVABLE ROLLAD
31. ASPHALT
32. MOUNTABLE CURB

GROSS BLDG. AREA

BUILDING 1	LEVEL 1	53,570 SF
BUILDING 1	LEVEL 2	53,570 SF
BUILDING 1	LEVEL 3	53,570 SF
BUILDING 1	LEVEL 4	214,281 SF
BUILDING 2 (C1)	LEVEL 1	11,606 SF
BUILDING 2 (C1)	LEVEL 2	12,146 SF
BUILDING 2 (C1)	LEVEL 3	12,343 SF
BUILDING 2 (C1)	LEVEL 3	36,094 SF
BUILDING 3 (C1)	LEVEL 1	11,606 SF
BUILDING 3 (C1)	LEVEL 2	12,146 SF
BUILDING 3 (C1)	LEVEL 3	12,343 SF
BUILDING 3 (C1)	LEVEL 3	36,094 SF
BUILDING 4 (B1)	LEVEL 1	8,228 SF
BUILDING 4 (B1)	LEVEL 2	8,591 SF
BUILDING 4 (B1)	LEVEL 3	8,723 SF
BUILDING 4 (B1)	LEVEL 3	25,542 SF
BUILDING 5 (C1)	LEVEL 1	11,606 SF
BUILDING 5 (C1)	LEVEL 2	12,146 SF
BUILDING 5 (C1)	LEVEL 3	12,343 SF
BUILDING 5 (C1)	LEVEL 3	36,094 SF
BUILDING 6 (B1)	LEVEL 1	8,228 SF
BUILDING 6 (B1)	LEVEL 2	8,591 SF
BUILDING 6 (B1)	LEVEL 3	8,723 SF
BUILDING 6 (B1)	LEVEL 3	25,542 SF
BUILDING 7 (C1)	LEVEL 1	11,606 SF
BUILDING 7 (C1)	LEVEL 2	12,146 SF
BUILDING 7 (C1)	LEVEL 3	12,343 SF
BUILDING 7 (C1)	LEVEL 3	36,094 SF
BUILDING 8 (C1)	LEVEL 1	11,606 SF
BUILDING 8 (C1)	LEVEL 2	12,146 SF
BUILDING 8 (C1)	LEVEL 3	12,343 SF
BUILDING 8 (C1)	LEVEL 3	36,094 SF
TOTAL BUILDING GROSS AREA		445,835 SF

DETACHED GARAGE 1	959 SF
DETACHED GARAGE 2	1,439 SF
DETACHED GARAGE 3	1,439 SF
DETACHED GARAGE 4	959 SF
DETACHED GARAGE 5	1,439 SF
DETACHED GARAGE 6	1,439 SF
TOTAL DETACHED GARAGE	7,674 SF

PROJECT DIRECTORY

OWNER
WOOD PARTNERS
8777 E. VIA DE VENTURA
SUITE 201
SCOTTSDALE, AZ
85208

ARCHITECT

DESIGN BALANCE
2231 RIDGE RD
SUITE 200
ROCKWALL, TX
75087
TEL 214.668.2306

CIVIL

WOOD PATEL
2051 W NORTHERN AVE.
SUITE 100
PHOENIX, AZ
85021
TEL 602.335.8500

ELECTRICAL
RTM ENGINEERING CONSULTANTS
30240 LEOPARD ST.
SUITE A-101
PALM DESERT, CA
92211
TEL 760.983.2007

LANDSCAPE

ARLA
310 E RIO SALADO PARKWAY
TEMPE, AZ
85281
TEL 480.530.0077

CITY OF AVONDALE SITE PLAN NOTES

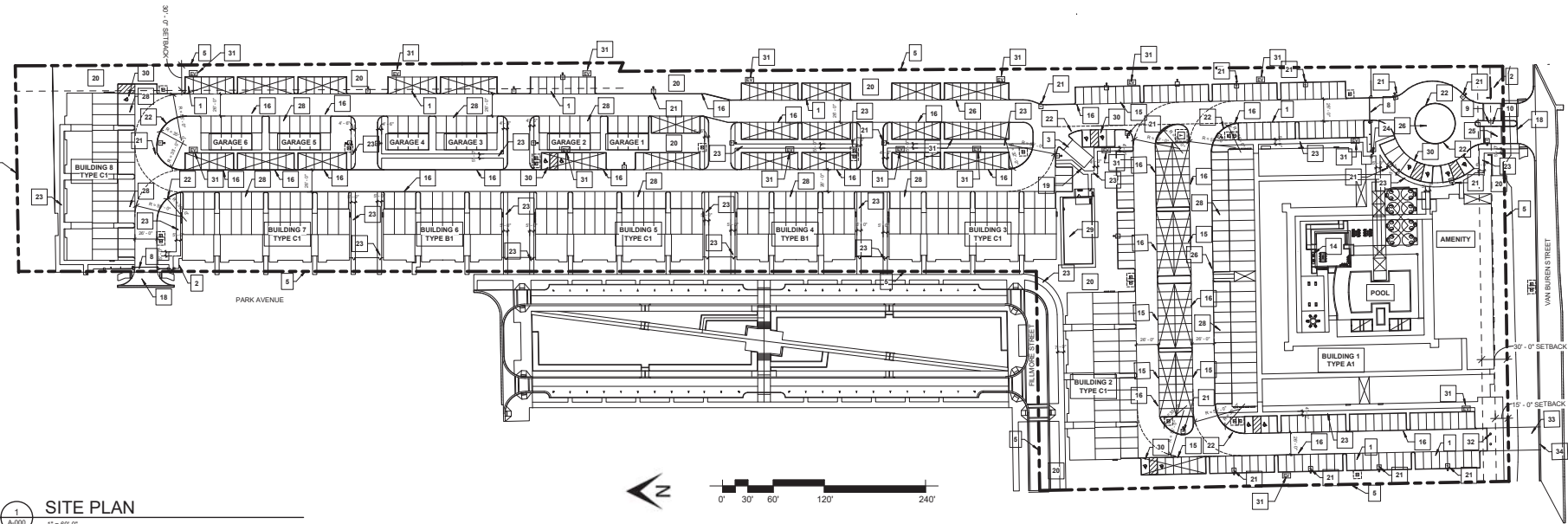
1. ALL UTILITY LINES LESS THAN 60" SHALL BE UNDERGROUNDED WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN REQUIRED ASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
4. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT TIME OF DEVELOPMENT.
5. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
6. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG SUPPLEMENTAL REGULATIONS), COMMERCIAL/INDUSTRIAL/MULTIFAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AVONDALE STREET TREE MASTER PLAN, AND ANY APPLICABLE SPECIFIC PLANS.

BUILDING CODES

- 2018 International Building Code
- 2018 International Residential Code
- 2018 International Existing Building Code
- 2017 National Electrical Code
- 2018 International Mechanical Code
- 2018 International Plumbing Code
- 2018 International Fuel Gas Code
- 2018 International Energy Conservation Code
- 2018 International Fire Code

SITE SYMBOLS

- 1 BUILDING NUMBER
- ACCESSIBLE PARKING SPACE
- 35' INSIDE / 55' OUTSIDE TURNING RADIUS
- EV ELECTRIC VEHICLE CHARGING STATION
- TRANSFORMER



SITE PLAN

1
A-000

1" = 60'-0"



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TEXAS 75087
214.668.2306

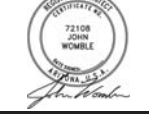
OWNER:



WOOD PARTNERS
8777 E. VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA

SEAL:



PROJECT NUMBER:

21003

DATE ISSUED:

01/20/2022

REVISIONS:

SHEET TITLE:

SITE PLAN

SHEET NAME:

A-000

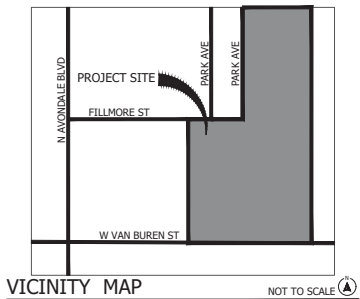
LANDSCAPE DEVELOPMENT PLANS

FOR ALTA AVONDALE

W VAN BUREN ST & N AVONDALE BLVD
AVONDALE, AZ 85323

SHEET INDEX

PG #	SHEET LABEL	DESCRIPTION
1	LA CV	LANDSCAPE COVER SHEET
2	LA0.1	GENERAL NOTES
3-5	LA3.1-LA3.3	PLANTING PLANS
6-10	LA6.1-LA6.5	CONSTRUCTION DETAILS
11-12	LA9.1-LA9.2	MAINTENANCE PLAN



VICINITY MAP

NOT TO SCALE

CLIENT / OWNER DEVELOPER:

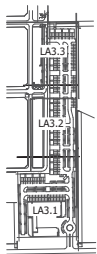
WOOD PARTNERS
CLAY RICHARDSON
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480-567-0520
clay.richardson@woodpartners.com

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CIVIL ENGINEER
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ARCHITECT
DESIGN BALANCE
JOHN WOMBLE
503 COLUMBIA DR
ROCKWALL, TX 75082
214-668-2306
johndesignbalance.com



KEY MAP

NOT TO SCALE

LANDSCAPE DEVELOPMENT PLAN SET

ALTA AVONDALE

W VAN BUREN ST & N AVONDALE BLVD

Avondale, AZ 85323

SHEET TITLE: LANDSCAPE COVER



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DATE: 12/21/2021
DRAWN BY: ANDY BARON
CHECKED BY: CLAY RICHARDSON
PERMIT NUMBER:
ABLA PROJECT NUMBER: 14-004-21

LA CV

PG: 1 OF 12

POOL PROJECT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBMITTALS AND PERMITS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL CITY, COUNTY, STATE AND FEDERAL STANDARDS AND CODES.
3. THE CONTRACTOR SHALL IDENTIFY ANY POSSIBLE VARIANCES TO ALL APPLICABLE STANDARDS AND CODES AND SHALL SUBMIT THE NECESSARY APPLICATIONS TO THE APPROPRIATE DEPARTMENTS IN ACCORDANCE WITH THE PROJECT SCHEDULE.
4. THE CONTRACTOR SHALL REVIEW POOL, EQUIPMENT AND COORDINATE WITH REQUIRED UTILITY PROVIDERS PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL REVIEW POOL EQUIPMENT LOCATION AND FACILITIES TO ENSURE APPROPRIATE SPACE AND CONDITIONS ARE PROVIDED.
6. THE CONTRACTOR SHALL LOCATE AND PROVIDE SIGNAGE AND SAFETY EQUIPMENT ACCORDING TO APPROPRIATE CODES.
7. THE CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO THE PROPERTY OWNERS AUTHORIZED REPRESENTATIVE FOR APPROVAL PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL PROVIDE ALL STRUCTURAL DRAWINGS ACCORDING TO APPROPRIATE CODES AND SOILS REPORTS TO THE PROPERTY OWNER'S AUTHORIZED REPRESENTATIVE FOR APPROVAL PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL ENSURE THROUGH THEIR REVIEW THAT ALL NECESSARY SUPPORTING FACILITIES ARE PROVIDED IN ACCORDANCE TO APPROPRIATE CODES.
10. THE CONTRACTOR SHALL ENSURE PROPER DRAINAGE AWAY FROM THE POOL/WATER FEATURE IN COMPLIANCE WITH ALL APPLICABLE STANDARDS AND CODES AND THAT DRAINAGE DOES NOT IMPEDE OR CAUSE HARM TO OTHER BUILT FACILITIES.

INERTS NOTES:

- ANGULAR GRANITE RIP-RAP
1. INSTALL GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS. TYPICAL SIZE OF RIP-RAP SHALL BE 3"-6", SIZED, COLOR OF GRANITE RIP-RAP TO MATCH EXISTING GRANITE. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- DECOMPOSED GRANITE
1. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS EXCEPT AREAS OF TURF AND GRANITE RIP-RAP.
 2. SURFACE ROCKS LARGER THAN 1" DIA. ARE TO BE REMOVED PRIOR TO SPREADING DECOMPOSED GRANITE. AFTER SPREADING DECOMPOSED GRANITE TO A NEAT, UNIFORM 2" LAYER, REMOVE ALL EXISTING CALICHE ROCKS THAT SHOW THROUGH. SUPPLY ADEQUATE SIZE SAMPLE TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO ORDERING.

GENERAL PROJECT NOTES:

1. THESE NOTES ARE TO BE USED AS A GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND CHANGE ORDERS ASSOCIATED WITH THIS DOCUMENT SET.
2. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) AND PER LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES, WHICHEVER IS APPLICABLE.
3. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
4. THE CONTRACTOR IS RESPONSIBLE TO BECOME FAMILIAR WITH THE PROJECT SITE AND LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. THE CONTRACTOR SHALL UTILIZE AN UNDERGROUND UTILITY COORDINATION SERVICE TO MARK EXISTING UTILITIES 48 HOURS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD ANY CONFLICT ARISE.
5. THE CONTRACTOR SHALL PROVIDE MATERIALS OR EQUIPMENT AND PERFORM REQUIRED INCIDENTAL PROCEDURES THAT MAY BE NECESSARY TO COMPLETE THE PROJECT TO SATISFACTORY CONDITION AS DIRECTED BY THE DESIGN INTENT OF THIS DOCUMENT SET AND THEREFORE SHALL MEET MINIMUM CONSTRUCTION REQUIREMENTS AND INDUSTRY STANDARDS NOTWITHSTANDING MENTION OR REFERENCE IN THIS DOCUMENT SET.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. INTERPRETATION OF THIS DOCUMENT SET IN ITS ENTIRETY SHALL BE MADE BY THE LANDSCAPE ARCHITECT OF RECORD AND SHALL BE CONSIDERED FINAL. DISCREPANCIES SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE LANDSCAPE ARCHITECT OF RECORD AS THE CORRECT AND FINAL INTERPRETATION.
8. THIS DOCUMENT SET, INCLUDING ALL PLAN SHEETS, NOTES, DETAILS AND SPECIFICATIONS SHALL BE UTILIZED BY THE CONTRACTOR PERFORMING INSTALLATION AS GENERAL GUIDELINES FOR THE PROJECT DESIGN INTENT. QUANTITIES SHOWN IN THIS DOCUMENT SET ARE ESTIMATES ONLY AND ARE NOT THEREFORE GUARANTEED. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO COMPLETE PROJECT AS SPECIFIED IN THESE DOCUMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO THE START OF WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
11. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT THE CONSTRUCTION PROCESS.
12. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THIS DOCUMENT SET OR SHOULD THERE BE ANY DISCREPANCIES, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
13. CONTRACTOR SHALL PROPERLY COORDINATE WORK TO BE PERFORMED WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
14. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR'S, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE INCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
15. EXISTING SITE CONDITIONS AND THE DOCUMENT SET BASE INFORMATION HAVE BEEN PROVIDED BY THE PROJECT CIVIL ENGINEER.
16. CONTRACTOR SHALL MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.
17. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION AND SHALL BE RESPONSIBLE FOR SECURING APPROVAL AND PERMIT FOR THE PROCESS.

HARDSCAPE GENERAL NOTES:

1. CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES EXIST. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE DOCUMENTS SUBMITTED BY THE PROJECT CIVIL ENGINEER. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES OCCUR. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF ANY FIELD REVISIONS.
3. REFER TO CONSTRUCTION DOCUMENTS PREPARED BY THE PROJECT CIVIL ENGINEER FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROL DIMENSIONS.
4. CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL STRUCTURES REPRESENTED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) REVIEWED BY A REGISTERED STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION UNLESS OTHERWISE STATED.
5. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
6. CONTRACTOR SHALL HAVE SIDEWALKS SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE FOR SITE REVIEW.
7. UNLESS OTHERWISE NOTED IN THIS DOCUMENT SET OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" IN WIDTH, 4" THICK, 2500 PSI CONCRETE ON COMPACTED BASE PER SITE SOILS REPORT WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH PERPENDICULAR TO DIRECTION OF TRAVEL WITH 1/2" RADIIUS TOOLED EDGES.
8. RADIIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF HARDSCAPE MATERIAL SPECIFIED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR REMOVING STAINS AND SPILLS ON FINISHED HARDSCAPE IMMEDIATELY.
11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING FINISHED WORK UNTIL PROJECT ACCEPTANCE BY OWNER/OWNER'S REPRESENTATIVE.

PLANTING GENERAL NOTES:

1. CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. CONTRACTOR SHALL REVIEW SITE SOILS REPORT PRIOR TO PLANTING. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT. SEE HARDPAN DETAIL.
3. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO HARDSCAPE CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE. SUBSTANTIAL DEVIATION FROM THIS DOCUMENT SET WILL REQUIRE REVIEW AND APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE.
4. LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE RESERVE THE RIGHT TO REVEAL ANY PLANT MATERIALS DEEMED UNACCEPTABLE. SEE SPECIFICATIONS AND THIS DOCUMENT SET FOR MINIMUM REQUIREMENTS.
5. THE CONTRACTOR SHALL SUBMIT IN WRITING REQUESTS FOR ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
6. CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
7. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION AND STANDARDIZED PLANT NAMES, LATEST EDITION.
8. PLANT MATERIAL MARKED "SALVAGE" SHALL BE SELECTED FROM FROM ON-SITE SALVAGE INVENTORY OR LOCATED BY THE LANDSCAPE ARCHITECT FROM ANOTHER SOURCE. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
9. FINAL LOCATION OF PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
10. ALL SPECIEM TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
11. LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS. CONTRACTOR SHALL OBSERVE MINIMUM OFFSETS FROM THE FOLLOWING STRUCTURES: TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS (MEASURED FROM MATERIAL MATURITY), 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM HARDSCAPE, CURBS AND WALLS (MEASURED FROM CENTER OF PLANT MATERIAL). SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALLS AND 3'-0" FROM FIRE SUPPRESSION DEVICES (MEASURED FROM MATERIAL MATURITY). LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES SHALL SUPERCEDE SPECIFIED DISTANCES SO LONG AS THEY SURPASS STATED REQUIREMENTS.
12. CONTRACTOR SHALL INSTALL "NDS EP SERIES" (OR APPROVED EQUAL) AT ALL TREES WITHIN 5'-0" FEET OF HARDSCAPE ELEMENTS INCLUDING (BUT NOT LIMITED TO) SIDEWALKS, ASPHALT, CONCRETE SLABS / FOOTINGS AND STRUCTURES. CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
13. THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
14. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
15. CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
16. CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
17. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.
20. CONTRACTOR SHALL INSTALL ANGULAR GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS, REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF ANGULAR GRANITE RIP-RAP. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.
21. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS EXCEPT AREAS OF TURF AND ANGULAR GRANITE RIP-RAP AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE THROUGHOUT. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR SIZE AND COLOR OF DECOMPOSED GRANITE. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
22. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
23. PLANT MATERIAL SHALL NOT BE INSTALLED OR ALLOWED TO GROW TO WITHIN 3'-0" OF A FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION (FDC). MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 15'-0" WHERE TREES OVERHANG THE CURB LINE. TREES SHALL BE PLANTED A MINIMUM OF 5'-0" FROM ANY STRUCTURE UNLESS OTHERWISE NOTED.
24. IN DISTURBED AREAS INDICATED TO RECEIVE VEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT FLOOR GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
25. NATIVE REVEGETATION AREAS AND PLANTER BEDS NOTED IN THIS DOCUMENT SET SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
26. THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCKUP OF NATIVE REVEGETATION AREAS NOTED IN THIS DOCUMENT SET FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.

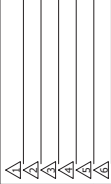
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4. VEGETATED SWALES ARE ALSO UTILIZED FOR RUNOFF TO RETENTION BASINS.



LANDSCAPE DEVELOPMENT PLAN SET

ALTA AVONDALE

W VAN BUREN ST & N AVONDALE BLVD

Avondale, AZ 85323

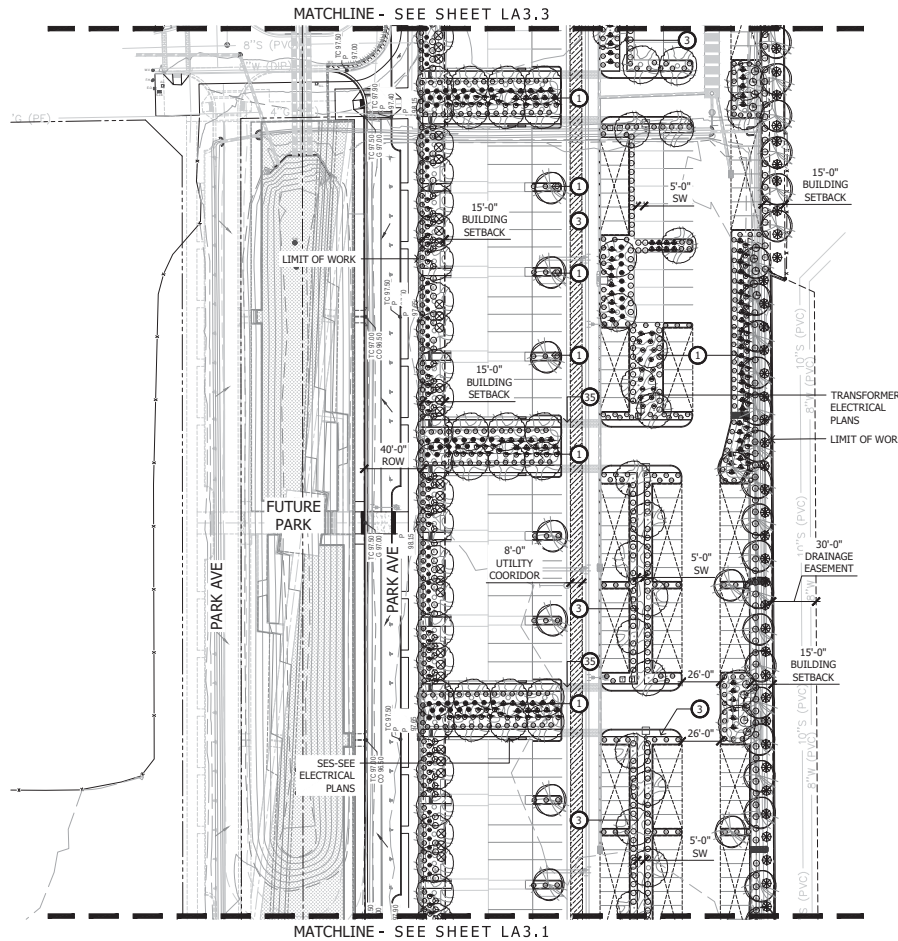
SHEET TITLE: GENERAL LANDSCAPE NOTES



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DATE: 1/22/2021	ISSUED FOR:
CHECKED BY: CR. AB	PERMIT NUMBER:
ABLA PROJECT NUMBER:	14-004-21

LA0.1



KEYNOTES

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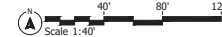
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Plant Materials Legend

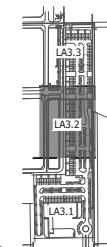
Tree	Cal (in.)	Height (Ft.)	Width (Ft.)	Box (in.)	Qty
Acacia aneura	0.75"	6 Ft.	2 Ft.	24"	14
Mulga Acacia	1"	8 Ft.	3 Ft.	24"	6
Dalbergia sissoo	1.5"	8 Ft.	5 Ft.	24"	6
Sissoo	1.5"	8 Ft.	5 Ft.	24"	6
Olea europaea 'Wilsoni'	16"	18.0'	TO PINAPPLE		13
Phoenix dactylifera	1"	7 Ft.	2.5 Ft.	24"	10
Date Palm	1"	7 Ft.	2.5 Ft.	24"	10
Pistacia lentiscus	1"	7 Ft.	2.5 Ft.	24"	10
Mastic Tree	1"	7 Ft.	2.5 Ft.	24"	10
Pistacia chinensis	1"	7 Ft.	2.5 Ft.	24"	10
Chinese Pistache	1"	7 Ft.	2.5 Ft.	24"	10
Quercus virginiana 'Cathedral'	1"	7 Ft.	2.5 Ft.	24"	10
Cathedral Live Oak	1"	7 Ft.	2.5 Ft.	24"	10
Ulmus parvifolia 'Allee'	1"	7 Ft.	2.5 Ft.	24"	10
Allee Elm	1"	7 Ft.	2.5 Ft.	24"	10
Existing Tree to Remain					11

Extra Large Shrubs			Groundcovers		
	Size	Qty		Size	Qty
 Bougainvillea 'California Gold'	5 gal.	6	 Erenophila prostrata	1 gal.	1024
 California Gold Bougainvillea	5 gal.	6	 Outback Sunrise Erenophila	1 gal.	55
 Dodonaea viscosa	5 gal.	106	 Purple Trailing Lantana	1 gal.	10
 Hopbush	5 gal.	27	 Lantana sp.	1 gal.	31
 Tecoma data 'Orange Jubilee'	15 gal.	27	 New Red Lantana	1 gal.	31
 Orange Jubilee	15 gal.	27	 Lantana sp.	1 gal.	31
 Vauquelinia californica	15 gal.	183	 'Prostratus' Rosemary	1 gal.	418
 Arizona Rosewood	15 gal.	183	 Tecurium chamaedrys 'prostratus'	1 gal.	85
 Prostrate Germander	15 gal.	85	 Trailing Rosemary	1 gal.	418
Large Shrubs	Size	Qty		Size	Qty
 Cassia artemisioides 'Silver'	5 gal.	84	 Agave salmiana var. flexos	5 gal.	20
 Silver Cassia	5 gal.	84	 Aloe hyb. 'Blue Elf'	5 gal.	31
 Leucophyllum frutescens 'Green Cloud'	5 gal.	118	 Bouteloua gracilis	1 gal.	187
 Green Cloud Sage	5 gal.	118	 Blonde Ambition	1 gal.	187
 Leucophyllum laurifolium 'Lynn's Legacy'	5 gal.	256	 Daylily quadrandulata	5 gal.	6
 Lynn's Legacy Sage	5 gal.	256	 Mexican Grass Tree	5 gal.	5
Medium Shrubs	Size	Qty		Size	Qty
 Erenophila glabra spp. camosa	5 gal.	126	 Euphorbia royleana	5 gal.	5
 Winter Blaze	5 gal.	126	 Churne	3 gal.	150
 Erenophila hyphandra Blue Belts	5 gal.	331	 Hesperaloe sp. Pink Parade	3 gal.	150
 Blue Belts	5 gal.	331	 Pink Parade Hesperaloe	3 gal.	150
 Nerium oleander 'Little Red'	5 gal.	89	 Hesperaloe parviflora 'Brakeleights'	3 gal.	221
 Little Red Oleander	5 gal.	89	 Brakeleights Red Yucca	5 gal.	29
 Rosemarinus officinalis 'Tuscan Blue'	5 gal.	118	 Muhlenbergia capillaris	5 gal.	29
 Tuscan Blue Rosemary	5 gal.	118	 Regal Mist	5 gal.	29
 Ruellia brittoniana	5 gal.	44	 Muhlenbergia lindheimeri	5 gal.	177
 Purple Ruellia	5 gal.	44	 'Autumn Glow'	1 gal.	51
 Xyloma congestum 'Compactum'	5 gal.	15	 Muhlenbergia rigens	1 gal.	51
 Dwarf Shiny Xyloma	5 gal.	15	 Deer Grass	5 gal.	4
Small Shrubs	Size	Qty	 Opuntia basilaris	5 gal.	4
 Bougainvillea 'Alexandra'	5 gal.	54	 Beavertail Prickly Pear	5 gal.	4
 Alexandra Bougainvillea	5 gal.	54	 Yucca pallida	5 gal.	47
 Callistemon viminalis 'Little John'	5 gal.	10	 Pale Leaf Yucca	20 gal.	2
 Little John Bottle Brush	5 gal.	10	 Yucca rostrata	20 gal.	2
 Myrica communis 'compact'	5 gal.	112			
 Dwarf Myrtle	5 gal.	9			
 Olea europaea 'Little Olive'	5 gal.	9			
 Dwarf Olive	5 gal.	9			
 Russelia equisetiformis	5 gal.	187			
 Coral Fountain	5 gal.	187			

Inerts	Qty
Decomposed Granite 1/2" Screened	164,190 SF
Express Brown	3,663 SF
Pool Decking	3,346 SF
Artificial Turf	1,695 SF
Stabilized Decomposed Granite	24,225 SF
Hydroseed	87 LF
'Black Jack' Bermuda Seed	
Concrete Header - 6" Wide	
Standard Color and Finish	



KEY MAP



NOT TO SCALE

LANDSCAPE DEVELOPMENT PLAN SET
ALTA AVONDALE
W VAN BUREN ST & N AVONDALE BLVD
Avondale, AZ 85323



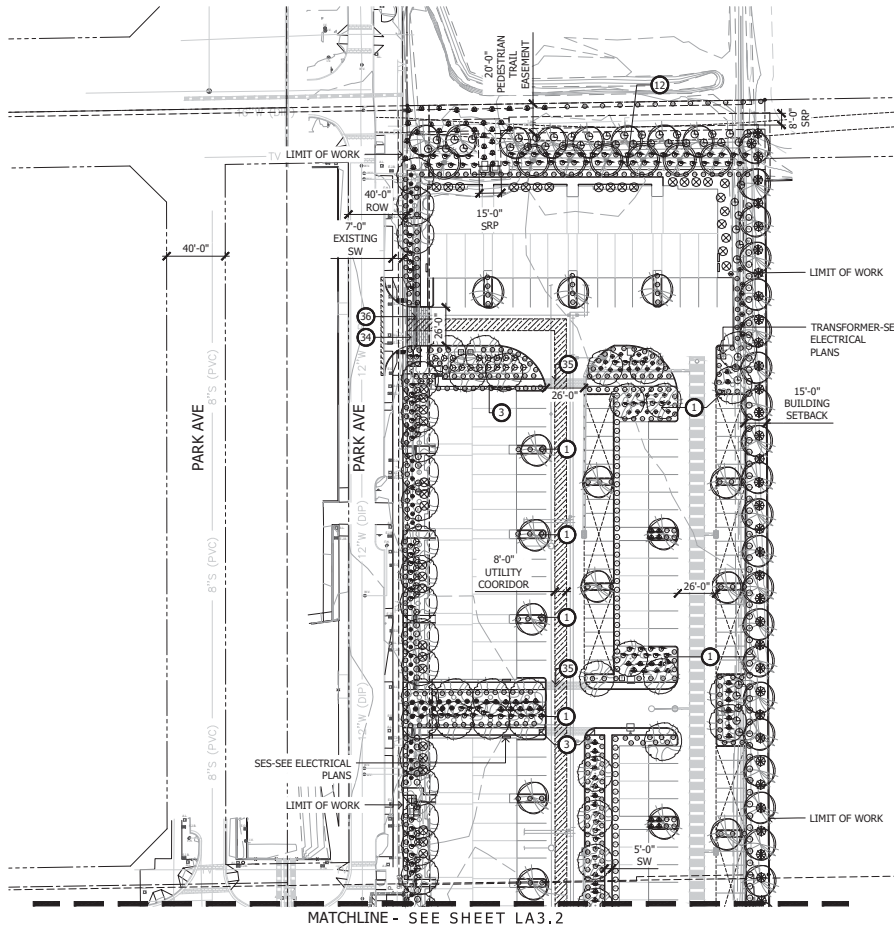
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TEMPE, ARIZONA 85281
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PG: 4 OF 12



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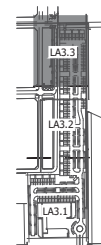
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Mastic Tree	1"	7 Ft.	2.5 Ft.	24"
Pistacia chinensis	1"	7 Ft.	2.5 Ft.	24"
Chinese Pistache	1"	7 Ft.	2.5 Ft.	24"
Quercus virginiana 'Cathedral'	1"	7 Ft.	3 Ft.	24"
Cathedral Live Oak	1"	7 Ft.	3 Ft.	24"
Ulmus parvifolia 'Allee'	1"	7 Ft.	3 Ft.	24"
Allee Elm	1"	7 Ft.	3 Ft.	24"
Existing Tree to Remain				11

Extra Large Shrubs	Size	Qty	Groundcovers	Size	Qty
 Bougainvillea 'California Gold'	5 gal.	6	 Eremophila prostrata	1 gal.	1024
 California Gold Bougainvillea	5 gal.	6	 Outback Sunrise Eremophila	1 gal.	55
 Dodonaea viscosa	5 gal.	106	 Lantana montevidensis	1 gal.	55
 Hopbush	5 gal.	106	 Purple Trailing Lantana	1 gal.	10
 Tecoma data 'Orange Jubilee'	15 gal.	27	 Lantana sp.	1 gal.	10
 Orange Jubilee	15 gal.	27	 'New Gold' Lantana	1 gal.	31
 Vauquelinia californica	15 gal.	183	 Lantana sp.	1 gal.	31
 Arizona Rosewood	15 gal.	183	 'New Red' Lantana	1 gal.	418
Large Shrubs	Size	Qty	Cacti/ Accents	Size	Qty
 Cassia artemisioides 'Silver'	5 gal.	84	 Agave salmiana var. flexos	5 gal.	20
 Silver Cassia	5 gal.	84	 Aloe hyb. 'Blue Elf'	5 gal.	31
 Leucophyllum frutescens 'Green Cloud'	5 gal.	118	 Blue Elf Aloe	5 gal.	31
 Green Cloud Sage	5 gal.	118	 Bouteloua gracilis	1 gal.	187
 Leucophyllum langianiae 'Lynn's Legacy'	5 gal.	256	 Daylily quadrangulatum	5 gal.	6
 Lynn's Legacy Sage	5 gal.	256	 Mexican Grass Tree	5 gal.	5
Medium Shrubs	Size	Qty	 Euphorbia royleana	5 gal.	5
 Eremophila glabra spp. canosa	5 gal.	126	 Churce	3 gal.	150
 Winter Blaze	5 gal.	331	 Hesperaloe sp. Pink Parade	3 gal.	150
 Eremophila hyphandra Blue Bells	5 gal.	331	 Hesperaloe parviflora 'Brake Lights'	3 gal.	221
 Blue Bells	5 gal.	331	 Brake Lights Red Yucca	3 gal.	221
 Nerium oleander 'Little Red'	5 gal.	89	 Muhlenbergia capillaris	5 gal.	29
 Little Red Oleander	5 gal.	89	 Regal Mist	5 gal.	177
 Rosemarinus officinalis 'Tuscan Blue'	5 gal.	118	 Muhlenbergia lindheimeri	5 gal.	177
 Tuscan Blue Rosemary	5 gal.	118	 'Autumn Glow'	5 gal.	177
 Ruellia brittoniana	5 gal.	44	 Muhlenbergia rigens	1 gal.	51
 Purple Ruellia	5 gal.	44	 Deer Grass	5 gal.	4
 Xyloma congestum 'Compactum'	5 gal.	15	 Opuntia basilaris	5 gal.	4
 Dwarf Shiny Xyloma	5 gal.	15	 Beavertail Prickly Pear	5 gal.	4
Small Shrubs	Size	Qty	 Yucca pallida	5 gal.	47
 Bougainvillea 'Alexandra'	5 gal.	54	 Pale Leaf Yucca	5 gal.	47
 Alexandra Bougainvillea	5 gal.	54	 Yucca rostrata	20 gal.	2
 Callistemon viminalis 'Little John'	5 gal.	10	 Beaked Yucca	20 gal.	2
 Little John Bottle Brush	5 gal.	10			
 Myrica communis 'compacta'	5 gal.	112			
 Dwarf Myrtle	5 gal.	9			
 Olea europaea 'Little Olive'	5 gal.	9			
 Dwarf Olive	5 gal.	9			
 Russelia equisetiformis	5 gal.	187			
 Coral Fountain	5 gal.	187			

Inerts	Qty
Decomposed Granite 1/2" Screened	164,190 SF
Express Brown	3,663 SF
Pool Decking	3,346 SF
Artificial Turf	1,695 SF
Stabilized Decomposed Granite	24,225 SF
Hydroseed	87 LF
'Black Jack' Bermuda Seed	
Concrete Header - 6" Wide	
Standard Color and Finish	



KEY MAP



NOT TO SCALE

LANDSCAPE DEVELOPMENT PLAN SET

ALTA AVONDALE
W VAN BUREN ST & N AVONDALE BLVD
Avondale, AZ 85323

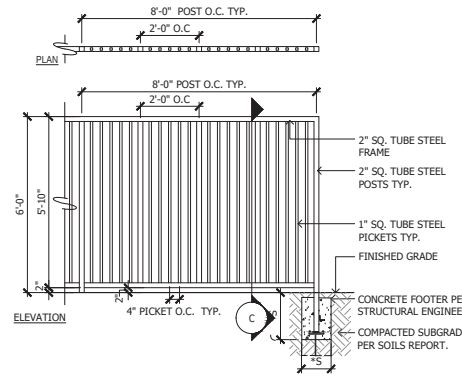
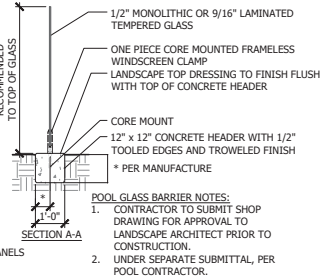
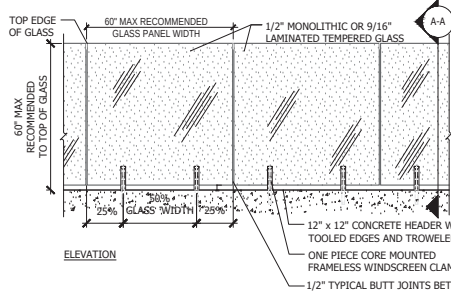
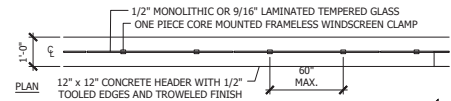


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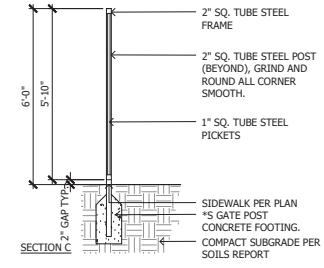
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PERMIT NUMBER:
ABLA PROJECT NUMBER:
14-004-21

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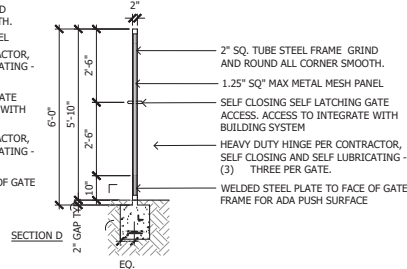
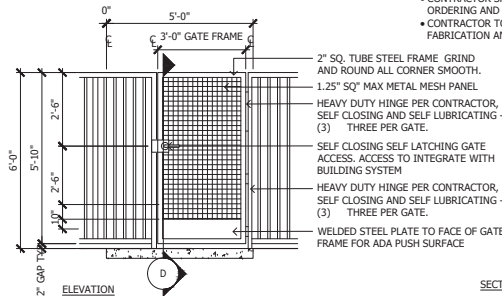


- GENERAL NOTES:**
- ALL STEEL COMPONENTS TO BE POWDER COATED BLACK.
 - ALL WELDS TO BE GROUND SMOOTH.
 - CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION
 - REFER TO WALL PLAN LA2.0 FOR LOCATION OF WALL CONDITIONS



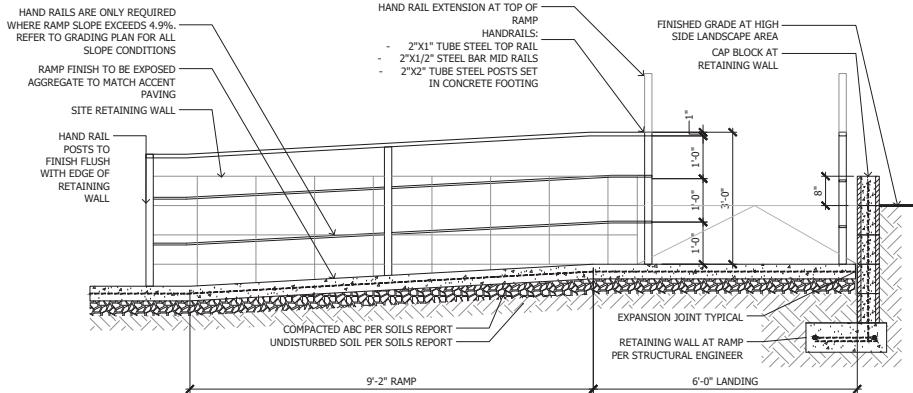
1 Glass Pool Barrier
SCALE: 1/2"=1'-0"

- GENERAL NOTES:**
- ALL STEEL COMPONENTS TO BE POWDER COATED BLACK.
 - ALL WELDS TO BE GROUND SMOOTH.
 - CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION
 - REFER TO WALL PLAN LA2.0 FOR LOCATION OF WALL CONDITIONS
 - CONTRACTOR SHALL VERIFY COLORS AND PRODUCTS WITH OWNER PRIOR TO ORDERING AND INSTALLING TO ENSURE CONSISTENCY WITH PREVIOUS PHASES
 - CONTRACTOR TO VERIFY ALL DIMENSIONS WITH LOCAL POOL CODE PRIOR TO FABRICATION AND INSTALLATION

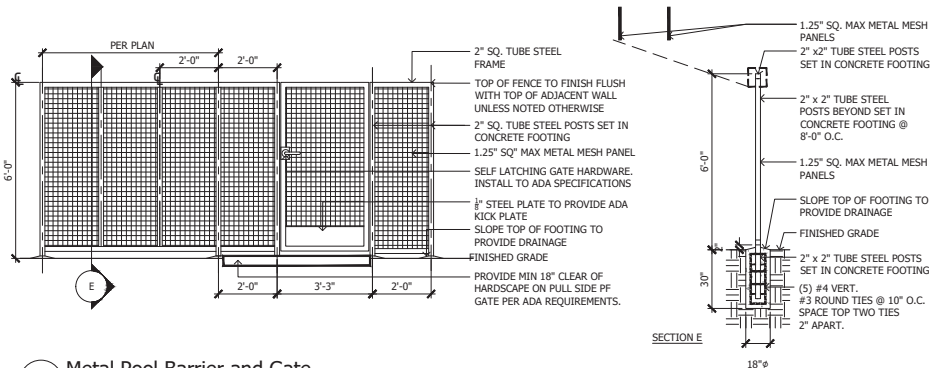


3 Full View Fence Pedestrian Gate
SCALE: 1/2"=1'-0"

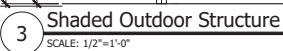
2 Full View Fence
SCALE: 1/2"=1'-0"

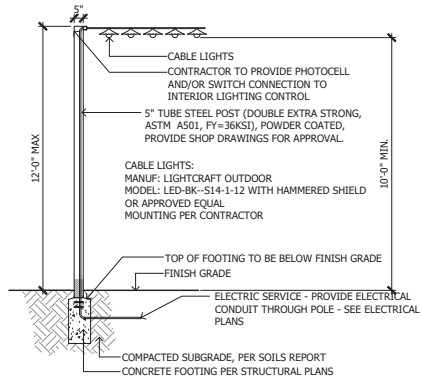


4 Accessible Ramp (Typ.)
SCALE: 3/4"=1'-0"

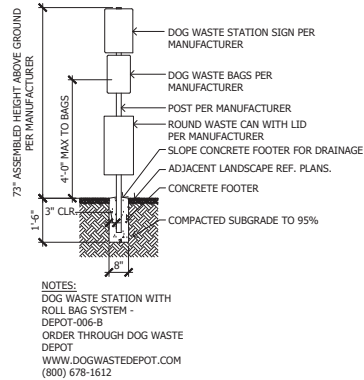


5 Metal Pool Barrier and Gate
SCALE: 1/2"=1'-0"

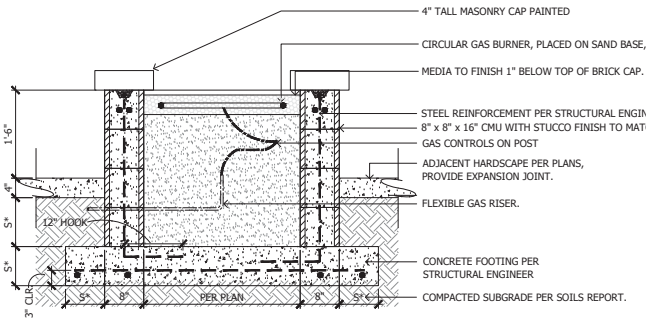




1 Festoon Lights
SCALE: 3/8"=1'-0"

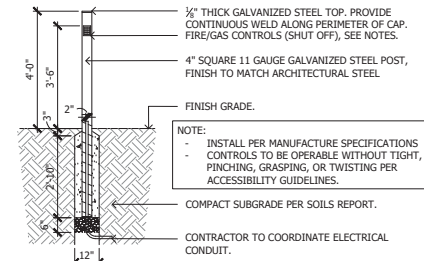


2 Pet Waste Station
SCALE: 1/2"=1'-0"



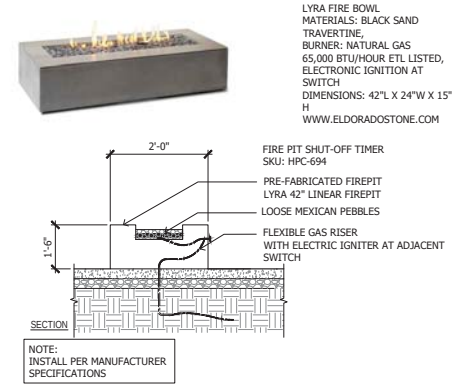
5 Round Fire Pit
SCALE: 1"=1'-0"

- FIREPIT NOTES:**
- CONTRACTOR TO PROVIDE CUT SHEETS AND SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW & APPROVAL PRIOR TO PURCHASE OR INSTALLATION.
- FIREPIT MATERIALS:**
- COMPONENTS: HPC FIRE
 - WWW.HPCFIRE.COM
 - BURNER: PENTA24EI-HI/LO FLAT PAN
 - NATURAL GAS
 - MEDIA: BLACK 1/4" PPGLBLACK
 - CONTROLS TO BE MOUNTED ON ADJACENT CONTROL POST, REFER TO PLAN FOR LOCATION AND DETAIL

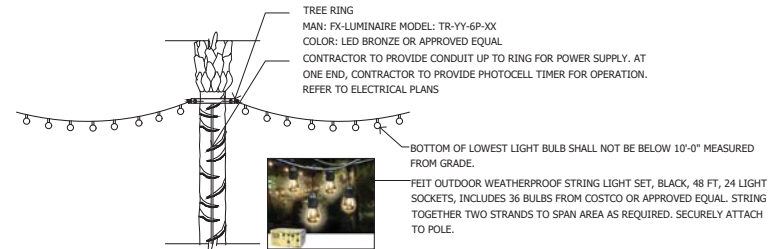


- STEEL POST, KEYPAD NOTES:**
- CONTRACTOR TO SUBMIT ALL MATERIALS & SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO PROVIDE SKYTECH 1.5 HOUR TIMER SKY-TM-3 ON ALL FIRE FEATURES. CONTRACTOR OR MECHANICAL ENGINEER TO PROVIDE SPECIFICATIONS ON GAS LINES, GAS CONNECTIONS, TIMERS, EMERGENCY SHUT OFFS (VALVES), KEY PAD OPERATORS, OR ANY NECESSARY EQUIPMENT OR PARTS TO SAFELY FUNCTION GAS COMPONENTS, INSTALL PER LOCAL CODES.

3 Fire Pit/Spa Controls
SCALE: 1/2"=1'-0"

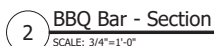


4 Fire Pit
SCALE: 1/2"=1'-0"

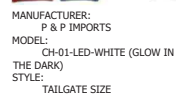


6 Festoon Lights At Palm Trees
SCALE: 3/8"=1'-0"





BY OWNER



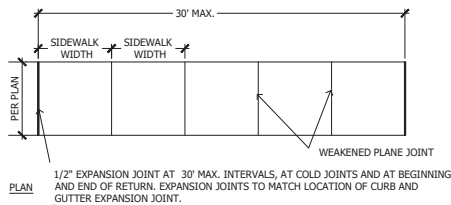
8 Bean Bag Toss

6 Bench
SCALE: 1/2"=1'-0"

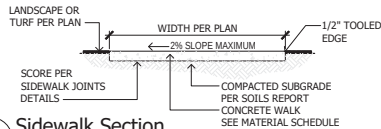
7 Trash Receptacle



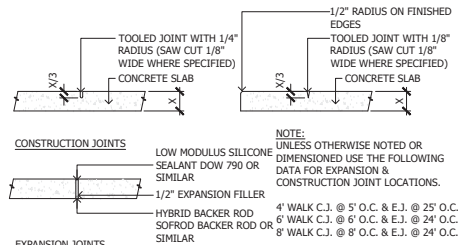
8 Bean Bag Toss



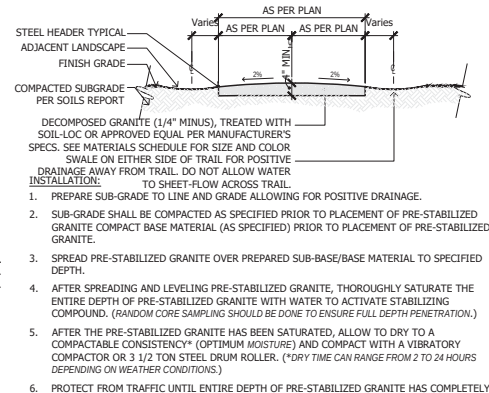
1 Sidewalk Plan
SCALE: 1/4"=1'-0"



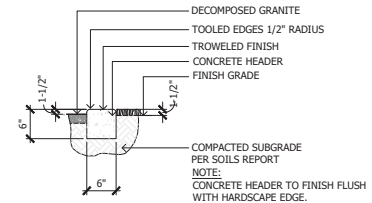
2 Sidewalk Section
SCALE: 1/2"=1'-0"



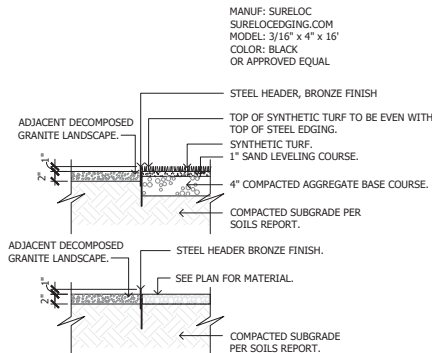
3 Sidewalk Scoring
SCALE: 1"=1'-0"



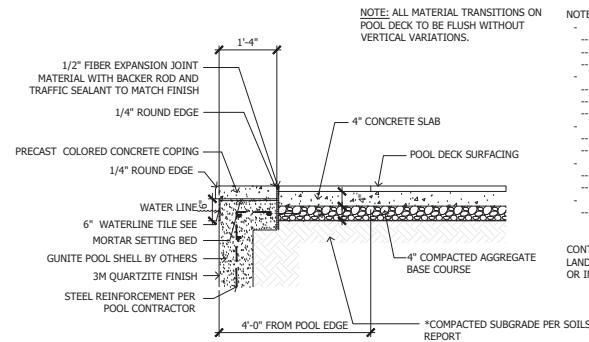
4 Stabilized Decomposed Granite
SCALE: 1/2"=1'-0"



5 Concrete Header
SCALE: 1/2"=1'-0"

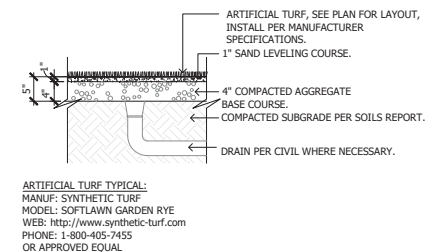


6 Steel Header
SCALE: 1"=1'-0"

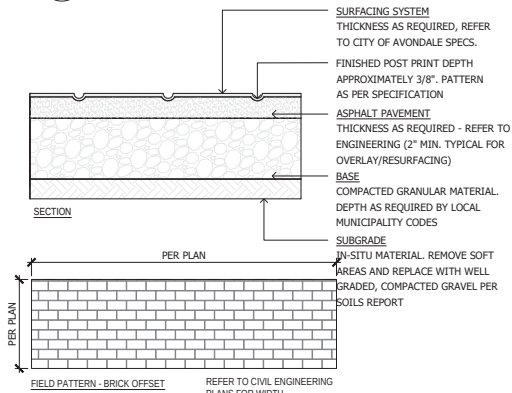


7 Pool and Spa Deck and Coping
SCALE: 3/4"=1'-0"

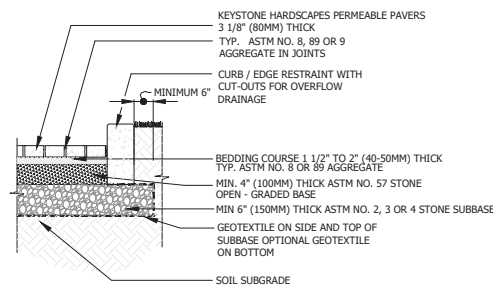
- NOTES:
- COPING:
 - PRECAST INTEGRAL COLOR CONCRETE
 - DAVIS COLOR: TBD
 - FINISH: SANDBLAST OR APPROVED EQUAL
 - DECK:
 - KOOL DECK
 - ACRYLIC LACE
 - COLOR: TBD OR APPROVED EQUAL
 - WATERLINE TILE:
 - NATIONAL POOL TILE
 - LWV - AQUAMARINE 1X1 OR APPROVED EQUAL
 - STEP TILE BAND:
 - NATIONAL POOL TILE
 - LWV - AQUAMARINE 1X1 OR APPROVED EQUAL
 - POOL FINISH:
 - PLASTER PER POOL CONTRACTOR AND APPROVED COUNTY HEALTH DEPARTMENT FINISHES.
- CONTRACTOR TO PROVIDE MATERIAL SAMPLES AND SHOP DRAWINGS FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO FABRICATION AND OR INSTALLATION.



8 Artificial Turf
SCALE: 1"=1'-0"



9 Stamped Asphalt
SCALE: 1/2"=1'-0"



10 Vehicular Permeable Pavers
SCALE: 1"=1'-0"

\\SERVER\MLA\pawood\Partners\Alta_Avonadale\Landscapes\Development\Plan 02 - Maintenance - All on Plan.dwg

PLANT MATERIALS LEGEND

Botanical Name Common Name	Caliper	Height	Width	Size	Qty.	Emitter Allocation	Maintenance Notes
Trees							
Acacia aneura Munga Acacia	0.75"	6 Ft.	2 Ft.	24"	14	(4) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Acacia sissoo Negro	1"	8 Ft.	3 Ft.	24"	6	(4) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Olea europaea 'Wilsoni' Wilsoni Olive	1.5"	8 Ft.	5 Ft.	24"	8	(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE REMOVE SUCKERS FROM BASE OF TRUNK
Adiantum lenticos Adiantum Tree	1"	7 Ft.	2.5 Ft.	24"	10	(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Pistacia chinensis Chinese Pistache	1"	7 Ft.	2.5 Ft.	24"	44	(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Cedrus virginiana 'Cathedral' Cathedral Live Oak	1"	7 Ft.	3 Ft.	24"	176	(6) 1 GPH EMITTER	STAKE AS REQUIRED, PERIODIC LIGHT TRIMMING TO MAINTAIN FORM
Ulmus parvifolia 'Allee' Allee Elm	1"	7 Ft.	3 Ft.	24"	151	(6) 1 GPH EMITTER	STAKE AS REQUIRED, PERIODIC LIGHT TRIMMING TO MAINTAIN FORM
Extra Large Shrubs							
Bougainvillea 'California Gold' California Gold Bougainvillea	5 gal.	7				(2) 1 GPH EMITTERS	REMOVAL OF FROST DAMAGED WOOD IN THE SPRING
Dodonaea viscosa Hopbush	5 gal.	111				(2) 1 GPH EMITTERS	REGULAR SHAPING DURING GROWING SEASON
Tecoma alata 'Orange Jubilee' Orange Jubilee	15 gal.	34				(2) 1 GPH EMITTERS	THIN AND HEAD BACK IN EARLY SPRING, REMOVE DEAD WOOD
Vauquelinia californica Arizona Rosewood	15 gal.	183				(2) 1 GPH EMITTERS	VIGOROUS GROWTH OF TERMINALS MAY REQUIRE HEADING BACK TO MAINTAIN DENSE COMPACT FORM
Large Shrubs							
Cassia artemisioides 'Silver' Silver Cassia	5 gal.	113				(2) 1 GPH EMITTERS	ESSENTIALLY MAINTENANCE FREE
Leucophyllum frutescens 'Green Cloud' Green Cloud Sage	5 gal.	146				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	243				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Medium Shrubs							
Nerium oleander 'Little Red' Little Red Oleander	5 gal.	97				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL
Eremophila glabra spp. carnosae Winter Blaze	5 gal.	252				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL
Eremophila hygrophana Blue Bells Blue Bells	5 gal.	359				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Rosmarinus officialis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.	174				(2) 1 GPH EMITTERS	CUT BACK IN LATER WINTER TO REMOVE FROST DAMAGE AND RENEW GROWTH
Ruellia brittoniana Purple Ruellia	5 gal.	71				(2) 1 GPH EMITTERS	LOW MAINTENANCE
Xylosma congestum 'Compactum' Dwarf Shiny Xylosma	5 gal.	15				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Small Shrubs							
Bougainvillea 'Alexandra' Alexandra Bougainvillea	5 gal.	58				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.	25				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE
Myrtus communis 'compacta' Dwarf Myrtle	5 gal.	102				(2) 1 GPH EMITTERS	REGULAR TRIMMING AND HEDGING WILL REDUCE FLOWERING
Olea europaea 'Little Olive' Dwarf Olive	5 gal.	10				(2) 1 GPH EMITTERS	SELECTIVELY PRUNE
Russelia equisetiformis Coral Fountain	5 gal.	190				(2) 1 GPH EMITTERS	LOW MAINTENANCE
Groundcovers							
Eremophila prostrata Outback Sunrise Eremophila	1 gal	1054				(2) 1 GPH EMITTERS	ESSENTIALLY MAINTENANCE FREE
Lantana montevidensis Purple Trailing Lantana	1 gal	132				(2) 1 GPH EMITTERS	PRUNE TO SHAPE OR TO REMOVE FROST-DAMAGED WOOD
Lantana sp. 'New Gold' Lantana	1 gal.	67				(2) 1 GPH EMITTERS	PRUNE TO SHAPE OR TO REMOVE FROST-DAMAGED WOOD
Lantana sp. 'New Red' Lantana	1 gal.	53				(2) 1 GPH EMITTERS	HEAD BACK AND THIN BRANCHES PERIODICALLY TO KEEP PLANTS FULL AND ATTRACTIVE
Rosmarinus officialis 'Prostratus' Trailing Rosemary	1 gal.	427				(2) 1 GPH EMITTERS	LOW MAINTENANCE
Teucrium chamaedrys 'prostratum' Prostrate Germander	1 gal.	85				(2) 1 GPH EMITTERS	LOW MAINTENANCE
Cacti/ Accents							
Agave salmiana var. ferox Large Leaf Agave	5 gal.	241				(1) 0.5 GPH EMITTER	REMOVE AND REPLACE DEAD PLANT AFTER BLOOMS
Aloe hyb. 'Blue Elf' Blue Elf Aloe	5 gal.	32				(1) 1 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Bouteloua gracilis Blonde Ambition	1 gal.	237				(1) 1 GPH EMITTER	LOW MAINTENANCE
Dasylirotr quadrangulatum Mexican Grass Tree	5 gal.	6				(1) 0.5 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Euphorbia royleana Churee	5 gal.	5				(1) 1 GPH EMITTER	CUT TO THE GROUND IN LATE WINTER OR EARLY SPRING
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.	201				(1) 1 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Hesperaloe parviflora 'Brakelights' Brakelights Red Yucca	3 gal.	187				(1) 1 GPH EMITTER	REMOVE SPENT FLOWER STALKS
Muhlenbergia capillaris 'Regal Mist'	5 gal.	35				(1) 1 GPH EMITTER	REMOVE SPENT FLOWER STALKS
Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.	148				(1) 1 GPH EMITTER	CUT TO THE GROUND IN WINTER OR EARLY SPRING
Muhlenbergia rigens Deer Grass	1 gal.	51				(1) 1 GPH EMITTER	CUT TO THE GROUND IN WINTER OR EARLY SPRING
Opuntia basilaris Beavertail Prickly Pear	5 gal.	4				(1) 1 GPH EMITTER	CUT TO THE GROUND IN WINTER OR EARLY SPRING
Yucca pallida Pale Leaf Yucca	5 gal	47				(1) 1 GPH EMITTER	LOW MAINTENANCE
Yucca rostrata Beaked Yucca	20 gal.	3				(1) 0.5 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE

MONTHLY MAINTENANCE

JANUARY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO;	AUGUST	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE.
FEBRUARY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; APPLY PRE-EMERGENT TO CONTROL SPRING AND EARLY SUMMER WEEDS, APPLY ONE TIME FEBRUARY 25 TO MARCH 25.	SEPTEMBER	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE; TURN OFF TURF IRRIGATION ONE WEEK PRIOR TO SCALPING BERMUDA GRASS.
MARCH	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; TRIM YELLOW LANTANA PER NOTES; TRIM OLEANDER, BOUGAINVILLEA, RUELLIA PER NOTES.	OCTOBER	LAWN MAINTENANCE - PERENNIAL RYE - SCALP AND LIGHTLY DETATCH BERMUDA GRASS NO EARLIER THAN SEPTEMBER 25; REPAIR AND ADJUST ROTOR OR SPRAY HEADS IF NEEDED; PLANT PERENNIAL RYE GRASS AT RATE OF 15 POUNDS PER 1000 SQ. FT.
APRIL	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE GRASS AT 3/4" OR SHORTER TO ENCOURAGE SPRING TRANSITION TO BERMUDA GRASS; TRIM VALENTINE NO LATER THAN APRIL 7.	NOVEMBER	LAWN MAINTENANCE - PERENNIAL RYE - WHEN OVERSEED RYE IS 2", BARELY MOW THE RYE NO SHORTER THAN 1-1/2". ONCE ESTABLISHED WHEN EACH PLANT HAS 3 TO 4 BLADES, LOWER THE MOWER HEIGHT - TRIM RED BIRD PER NOTES.
MAY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE AT 1/2" WITH A REEL MOWER UNTIL THE OVERSEED DIES.	DECEMBER	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; SPRAY PER-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS DURING THE MONTH OF DECEMBER FOR WEED CONTROL.
JUNE	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT; REMOVE THATCH MORE THAN 1/2" THICK; AERIFY AS NEEDED DURING THE FIRST 4 WEEKS OF SUMMER.		
JULY	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT.		

LANDSCAPE MAINTENANCE GUIDELINES

The horticultural palette for Roosevelt Park is based on a traditional planting style with transitional themes. Appropriate maintenance of the plantings is important to maintain the viability, appearance, and style that are consistent with this theme. A permanent, underground automatic irrigation system shall be provided to all plant materials creating a viable landscape. ABLA and the City of Avondale have created the following landscape maintenance specifications.

In addition, all landscape areas should be maintained according to their approved landscape plans and original plant palette. Landscape areas are to be kept clean and free of weeds, debris, and refuse. The removal of dead plant material is important as well as infested plant material. An efficient landscape maintenance plan can help reduce the overall cost of landscape maintenance by reducing water consumption, general pruning and maintenance, time, materials, and stress. Debris removal should be the primary concern, followed by time and labor for monthly pruning. Excessive pruning removes the blooms and destroys the natural shape of the plant material, promoting excessive woody growth and in some cases destroying the plants overall aesthetics. Poor irrigation system maintenance can lead to wasteful and high water usage due to over watering and faulty systems.

Site Maintenance

It is the responsibility of the Landscape Maintenance Contractor to maintain the project in a clean, safe and respectable manner.

Debris Pick Up

All areas of responsibility are to be kept clean and free of debris including, but not limited to: trash, leaves, branches, dead plant material, windblown trash, and dead debris. In addition, human litter, such as cigarette butts, cans, bottles and paper shall also be removed. Debris is to be picked up and removed on a daily basis. Debris as a result of landscape maintenance operations should be disposed of at designated locations.

Hardscape Maintenance

Hardscape surfaces; such as sidewalks, medians, curbs, entrances, and bike paths should be swept or blown off on a weekly basis, or more frequently if needed.

Open Space Maintenance

All spillway and retention areas will be raked, swept, blown, or hand picked to remove any trash or debris on a weekly basis, or as determined by Association. Additional maintenance shall be decided by the Association and billed as time and materials as approved by the Association.

Paved Surfaces

Keep pathways, sidewalks, gutters, curbs and other hard surfaces clean and free of debris. Litter, dirt, gravel, etc. should not be allowed to accumulate. Do not use irrigation gate valves to wash paved areas. Keep a neat border by not allowing overspill between paved surfaces and gravel mulch, planting and turf areas.

Gravel Areas

Concrete headers should be maintained in a neat condition. Maintain gravel mulch and soil levels at the correct grade in relation to concrete headers. Regrade or fill as necessary all stained or missing gravel to match existing. Keep mulches at least 2-4 inches from plant stems or trunks. Gravel depths should be maintained in a clean, uniform and neat manner throughout the project site. Gravel should be replaced when necessary to repair damage from vandalism, irrigation, chemical breakdown, erosion, maintenance, vehicles, human impact, etc.

All granite areas are to be raked to an aesthetically pleasing appearance as needed, but no less than once a month.

Planting Wells

Maintain existing plant wells.

Storm Grate Cleaning

Storm grates are to be clean and free of debris. Check after major storms and management notified of clear condition.

Irrigation Maintenance

Seasonal

Irrigation should be operated using available 'Smart' technology provided by the manufacturer. After setting the initial appropriate schedule, using the controller in 'Smart' mode, the irrigation system will use the minimum amount of water necessary to maintain growth, health and the vigor of all plant materials. Contact the controller manufacturer local representative for advanced settings. At least four times yearly a thorough check of all parts of the irrigation system shall be performed, and the system confirmed to be working properly. General maintenance includes, but is not limited to, the following:

- Check accuracy of controller operation.
- Replace battery pack annually, or as recommended by manufacturer.
- Open and close control valves to assure proper operation.
- Check for leaks, erosion areas, standing and muddy water. Repair as required.
- Open valve boxes while under operation and check for leaks.
- Check for broken and missing sprinkler parts and repair using the same nozzles and spray bodies.
- Check heads and sprinklers are plumb and flush with the soil surface.
- Clear areas of debris or grass that is affecting sprinkler spray.
- Make sure there is no overspray onto sidewalks, streets, walls, and buildings.

- Replace and/or fix emitters and tubing.
- Assure proper and efficient emitter placement near plant materials.
- Move emitter emission points as plants mature.
- Check that basin size is within dripline and adjust accordingly.
- Flush Y strainers on all drip valves annually, or as required to keep emitters operating.
- Confirm proper operation and calibration of all master valves and flow sensors annually.
- Check accuracy of PSI at pressure regulators

The following Landscape Watering and Maintenance Calendar is recommended:

January	Flush irrigation system and check the filters.
February	Move emitter emission points as needed.
April	Check irrigation system thoroughly. Replace controller backup battery.
June	Check emitters and sprinklers.
July	Check controller settings after every power outage.
August	Check emitters and sprinklers.
September	Move emitters out to dripline.
October	Adjust controller for overseeding schedule.
November	Check irrigation system thoroughly.

Irrigation controllers shall receive initial programming that will include input from sensors, weather access and configurable zone properties to a standardized evapotranspiration (ET) equation. Controller should also be set automatic shutdown and notification in case of emergencies and show actual flow records and responses in real time. Contact controller manufacturer representative for advanced setting features. 'Smart' operation shall then be initiated and should not need adjustment except during overseeding grow-in once a year. Close observation of operation and plant health should be observed and noted. Landscape Maintenance Contractor is to provide a monthly report to the Management Company on observations.

Emitter Schedule

See legend at left for DRIP EMITTER SCHEDULE.

Frequent Inspections

The Landscape Maintenance Contractor shall provide an initial Irrigation programming and operation settings log. A copy of this log should be available at all times and a copy given to the Manager and Association after routine inspection. The log should include, but is not limited by:

- Location of all controllers.
- Initial programming settings.
- Controller Station Data sheet.
- Landscape Maintenance Contractors initials and date.

Repair

The Landscape Maintenance Contractor is responsible to employ qualified irrigation technicians to maintain and repair irrigation systems on site. The Landscape Maintenance Contractor shall keep an inventory of commonly required repair parts on site to facilitate prompt irrigation system repairs.

Repairs shall be made with the same make, model and brand of material to avoid adversely affecting the system's efficiency by use of a different part. All irrigation components shall meet the requirements set forth in the original design intent.

Plant Maintenance

Plant maintenance is especially important in the early stages of establishment. Landscape plantings will require maintenance throughout the different seasons.

Primary maintenance tasks include, but are not limited to:

- Consistent and regular irrigation, including water application in response to specific requirements above the seasonal climatic schedule. Throughout the site quick coupling valves have been placed for this purpose.
- Weed control, fertilization, insect and disease control and prevention.
- Pruning of trees and shrubs as directed by a certified tree worker and/or certified arborist and is to meet the guidelines set forth in this manual.
- Seasonal
Weekly inspection's should be conducted and documented to analyze plant material for health signs such as the following:
 - Health Loss - In normal and thriving plants this will appear as a failure to grow, droopy or unopened flowers or leaves, small leaf forms for the species, leggy or thin growth. The causes for these symptoms could range from heat stress, over or under watering, wind or frost damage, incorrect installation, damage, desiccation or changed growing circumstances. Individual treatment for each problem is required when determining circumstances of decline and treatment.
 - Discolor - leaf withering, dieback, gall, swollen or blackened branches, cancer, fungus, oozing bark, root rot, blotchy or discolored foliage.
 - Soil, Fertilizer, Chemical Imbalance - fertilizer burn at the leaf margins, yellowish-green or uncharacteristically yellow leaf color (chlorosis), brown or white salt burn at the leaf margins. The application of fertilizers and soil chemicals should be applied with discrimination and care, confined strictly to affected areas only. Plant maintenance specifics should be consulted.

LANDSCAPE DEVELOPMENT PLAN SET

ALTA AVONDALE
W VAN BUREN ST & N AVONDALE BLVD
Avondale, AZ 85323



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DATE: 1/22/2021
ISSUED FOR:
CHECKED BY: C.R. AB
PERMIT NUMBER:
ABLA PROJECT NUMBER:
14-004-21

LA9.1

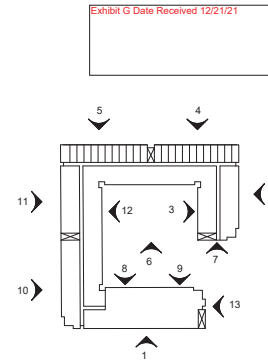
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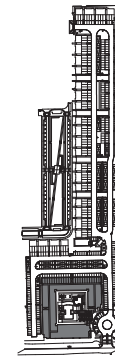
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BUILDING A1 - COURTYARD EAST ELEVATION
1/8" = 1'-0"

STUCCO 1 SW7004 "SNOWBOUND"
STUCCO 2 SW7071 "ON THE ROCKS"
STUCCO 3 SW7050 "ELLIE GRAY"
STUCCO 4 SW7087 "CITYSCAPE"
STUCCO 5 SW5538 "SIGNIFIED"
STUCCO 6 SW6608 "RAVE RED"
"WOOD LIKE" FIBER CEMENT LAP SIDING WOOD ONE RUSTIC SERIES "ASPIN RIDGE"
BRICK COLOR 1 McNEAR "GREENWICH"
BRICK COLOR 2 McNEAR "MANCHESTER"

MATERIAL LEGEND
3" = 1'-0"



2
A-001
BUILDING A1 - EAST ELEVATION
1/8" = 1'-0"



KEY PLAN
1" = 300'-0"



1
A-001
BUILDING A1 - SOUTH ELEVATION
1/8" = 1'-0"



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TEXAS 75087
214.668.2306

OWNER:



WOOD PARTNERS
8777 E. VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA

SEAL:



PROJECT NUMBER:
21003

DATE ISSUED:
10/18/2021

REVISIONS:

SHEET TITLE:

ELEVATIONS

SHEET NAME:

A-001



5
A-002
BUILDING A1 - NORTH ELEVATION
1/8" = 1'-0"

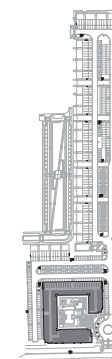
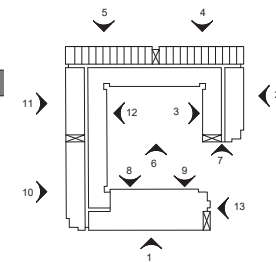


4
A-002
BUILDING A1 - NORTH ELEVATION
1/8" = 1'-0"

- STUCCO 1
SW7004 "SNOWBOUND"
- STUCCO 2
SW7671 "ON THE ROCKS"
- STUCCO 3
SW7650 "ELLIE GRAY"
- STUCCO 4
SW7067 "CITYSCAPE"
- STUCCO 5
SW6538 "SIGNIFIED"
- STUCCO 6
SW6608 "RAVE RED"
- "WOOD LIKE" FIBER CEMENT LAP SIDING
WOODTONE RUSTIC SERIES "ASPEN RIDGE"
- BRICK COLOR 1
McNEAR "GREENWICH"
- BRICK COLOR 2
McNEAR "MANCHESTER"

MATERIAL LEGEND

3" = 1'-0"



KEY PLAN
1" = 300'-0"



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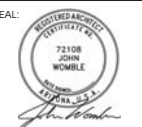
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ALTA AVONDALE
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SEAL:



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SHEET NAME:

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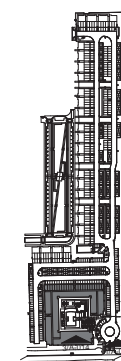
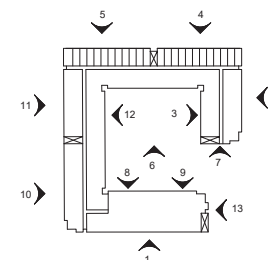


7
A-003
BUILDING A1 - SOUTH ELEVATION
1/8" = 1'-0"

- STUCCO 1
SW7004 "SNOWBOUND"
- STUCCO 2
SW7671 "ON THE ROCKS"
- STUCCO 3
SW7650 "ELLIE GRAY"
- STUCCO 4
SW7060 "CITYSCAPE"
- STUCCO 5
SW6538 "DIGNIFIED"
- STUCCO 6
SW6608 "RAVE RED"
- "WOOD LIKE" FIBER CEMENT LAP SIDING
WOODTONE RUSTIC SERIES "ASPEN RIDGE"
- BRICK COLOR 1
M&N "GREENWICH"
- BRICK COLOR 2
M&N "MANCHESTER"

MATERIAL LEGEND

3" = 1'-0"



KEY PLAN
1" = 300'-0"



6
A-003
BUILDING A1 - COURTYARD NORTH ELEVATION
1/8" = 1'-0"



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ALTA AVONDALE
AVONDALE, ARIZONA

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SHEET TITLE:

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SHEET NAME:

A-003



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ALTA AVONDALE
AVONDALE, ARIZONA

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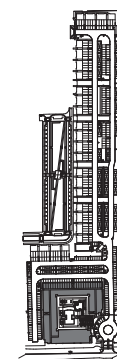
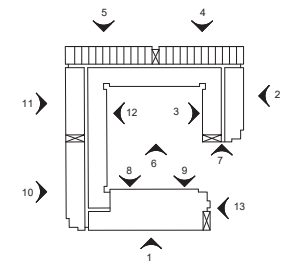
SHEET TITLE:
ELEVATIONS

SHEET NAME:
A-004

- STUCCO 1
SW7004 "SNOWBOUND"
- STUCCO 2
SW7071 "ON THE ROCKS"
- STUCCO 3
SW7050 "ELLIE GRAY"
- STUCCO 4
SW7067 "CITYSCAPE"
- STUCCO 5
SW6638 "OCEANIFIED"
- STUCCO 6
SW6608 "RAVE RED"
- "WOOD LIKE" FIBER CEMENT LAP SIDING
WOODTONE RUSTIC SERIES "ASPIN RIDGE"
- BRICK COLOR 1
M&N "GREENWICH"
- BRICK COLOR 2
M&N "MANCHESTER"

MATERIAL LEGEND

3" = 1'-0"



KEY PLAN
1" = 300'-0"



BUILDING A - COURTYARD SOUTH ELEVATION
1/8" = 1'-0"



BUILDING A - COURTYARD SOUTH ELEVATION
1/8" = 1'-0"



11
A-005
BUILDING A1 - WEST ELEVATION
1/8" = 1'-0"

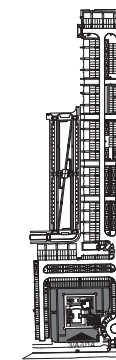
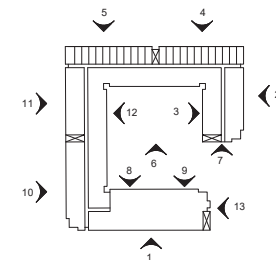


10
A-005
BUILDING A1 - WEST ELEVATION
1/8" = 1'-0"

STUCCO 1 SW7004 "SNOWBOUND"
STUCCO 2 SW7671 "ON THE ROCKS"
STUCCO 3 SW7650 "ELLIE GRAY"
STUCCO 4 SW7067 "CITYSCAPE"
STUCCO 5 SW6538 "DIGNIFIED"
STUCCO 6 SW6608 "RAVE RED"
"WOOD LIKE" FIBER CEMENT LAP SIDING WOODTONE RUSTIC SERIES "ASPIN RIDGE"
BRICK COLOR 1 MANEAR "GREENWICH"
BRICK COLOR 2 MANEAR "MANCHESTER"

MATERIAL LEGEND

3" = 1'-0"



KEY PLAN
1" = 300'-0"



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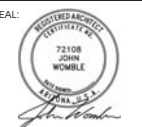
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ELEVATIONS

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A-005



13
A-006
BUILDING A1 - EAST ELEVATION
1/8" = 1'-0"

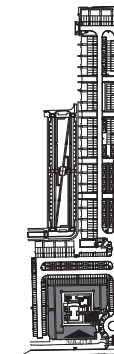
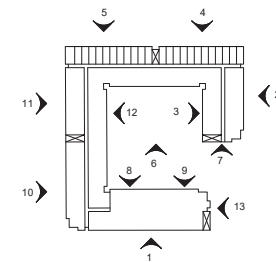


12
A-006
BUILDING A1 - COURTYARDS WEST ELEVATION
1/8" = 1'-0"

- STUCCO 1
SW7094 "SNOWBOUND"
- STUCCO 2
SW7671 "ON THE ROCKS"
- STUCCO 3
SW7650 "ELLIE GRAY"
- STUCCO 4
SW7067 "CITYSCAPE"
- STUCCO 5
SW6538 "DIGNIFIED"
- STUCCO 6
SW6608 "PAVE RED"
- "WOOD LIKE" FIBER CEMENT LAP SIDING
WOODTONE RUSTIC SERIES "ASPIN RIDGE"
- BRICK COLOR 1
MANEAR "GREENWICH"
- BRICK COLOR 2
MANEAR "MANCHESTER"

MATERIAL LEGEND

3" = 1'-0"



KEY PLAN
1" = 300'-0"



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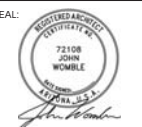
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AVONDALE, ARIZONA

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A-006



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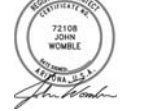
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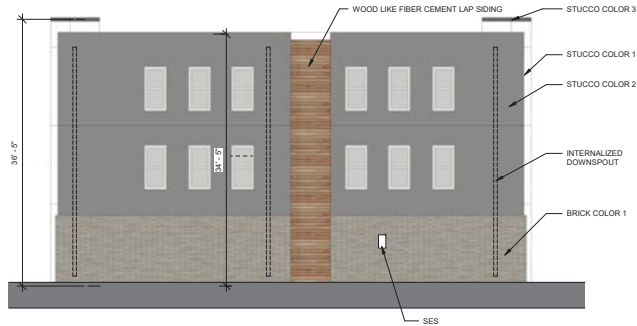
REVISIONS:

SHEET TITLE:
ELEVATIONS

SHEET NAME:
A-007



BUILDING B1 - EAST ELEVATION
A-007 1/8" = 1'-0"



BUILDING B1 - NORTH ELEVATION
A-007 1/8" = 1'-0"



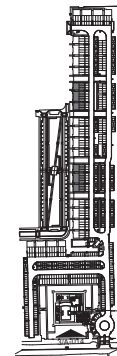
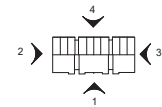
BUILDING B1 - SOUTH ELEVATION
A-007 1/8" = 1'-0"



BUILDING B1 - WEST ELEVATION
A-007 1/8" = 1'-0"

- STUCCO 1
SW7004 "SNOWBOUND"
- STUCCO 2
SW7671 "ON THE ROCKS"
- STUCCO 3
SW7050 "ELLIE GRAY"
- STUCCO 4
SW7050 "CITYSCAPE"
- STUCCO 5
SW6538 "DIGNIFIED"
- STUCCO 6
SW6608 "RAVE RED"
- "WOOD LIKE" FIBER CEMENT LAP SIDING
WOODTONE RUSTIC SERIES "ASPIN RIDGE"
- BRICK COLOR 1
McNEAR "GREENWICH"
- BRICK COLOR 2
McNEAR "MANCHESTER"

MATERIAL LEGEND
3" = 1'-0"



KEY PLAN
1" = 300'-0"



4
A-008
BUILDING C1 - WEST ELEVATION
1/8" = 1'-0"



2
A-008
BUILDING C1 - SOUTH ELEVATION
1/8" = 1'-0"



3
A-008
BUILDING C1 - NORTH ELEVATION
1/8" = 1'-0"

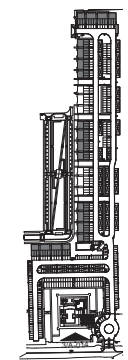
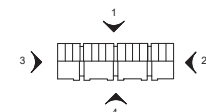


1
A-008
BUILDING C1 - EAST ELEVATION
1/8" = 1'-0"

- STUCCO 1
SW7004 "SNOWBOUND"
- STUCCO 2
SW7671 "ON THE ROCKS"
- STUCCO 3
SW7650 "ELLIE GRAY"
- STUCCO 4
SW7007 "CITYSCAPE"
- STUCCO 5
SW6538 "DIGNIFIED"
- STUCCO 6
SW6608 "RAVE RED"
- "WOOD LIKE" FIBER CEMENT LAP SIDING
WOODTONE RUSTIC SERIES "ASPEN RIDGE"
- BRICK COLOR 1
McNEAR "GREENWICH"
- BRICK COLOR 2
McNEAR "MANCHESTER"

MATERIAL LEGEND

3" = 1'-0"



KEY PLAN
1" = 300'-0"



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TEXAS 75087
214.668.2306

OWNER:



ALTA AVONDALE
AVONDALE, ARIZONA

SEAL:



PROJECT NUMBER:
21003

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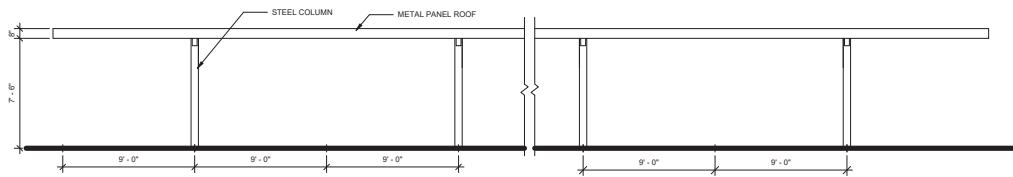
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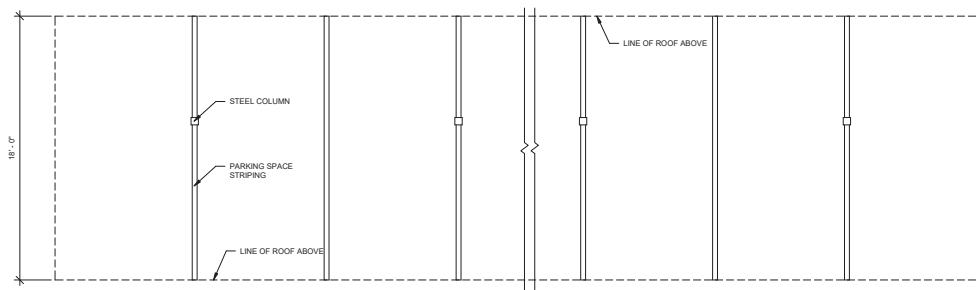
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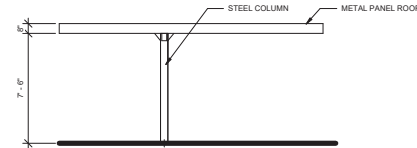
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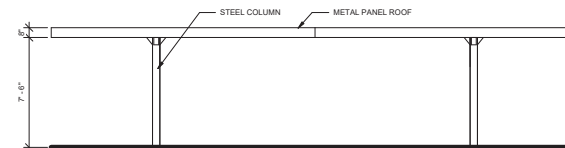
FRONT ELEVATION



PLAN



SECTION SINGLE BAY



SECTION DOUBLE BAY

1
A-009
CARPORTS
1/4" = 1'-0"



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TEXAS 75087
214.668.2306

OWNER:



WOOD PARTNERS
8777 E. VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA

SEAL:



PROJECT NUMBER:
21003

DATE ISSUED:
10/18/2021

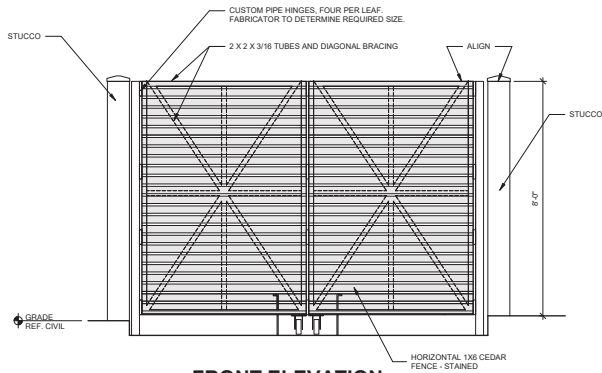
REVISIONS:

SHEET TITLE:

CARPORTS

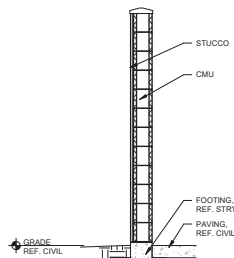
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A-009

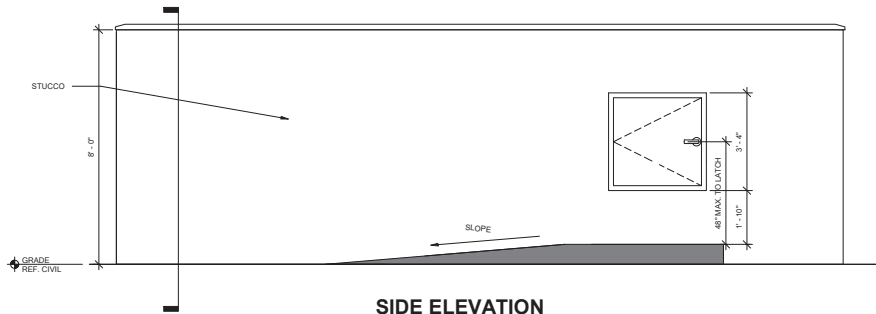


FRONT ELEVATION

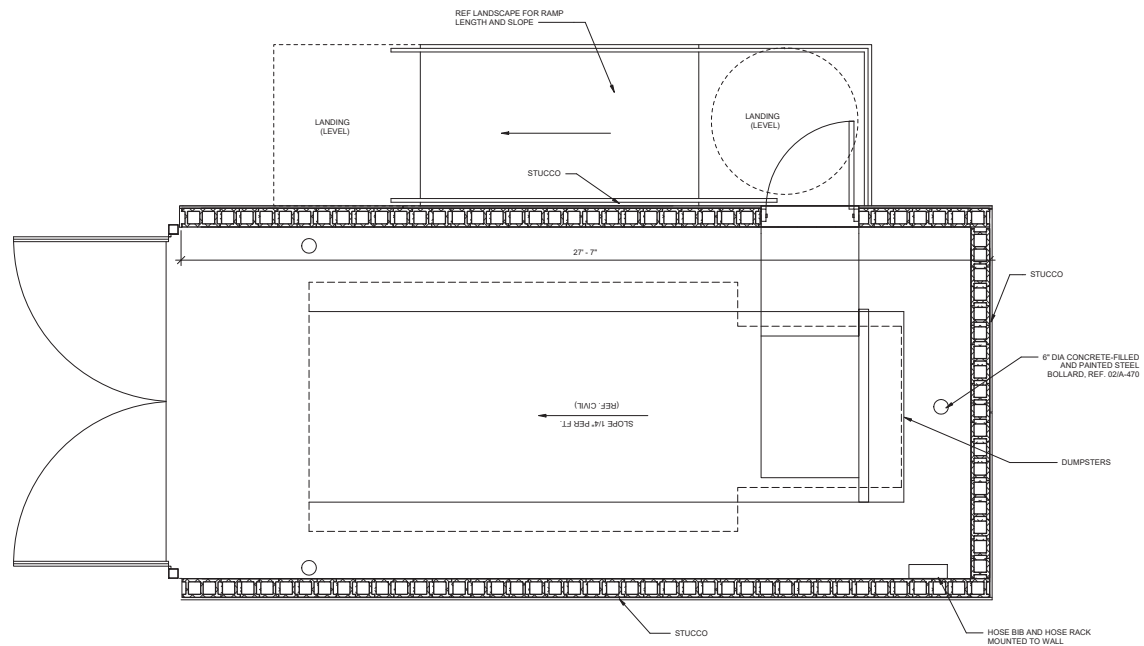
NOTE: DUMPSTER MAY REQUIRE SEPARATE PERMIT AND APPROVAL, CONFIRM WITH CITY



SECTION



SIDE ELEVATION



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TEXAS 75087
214.668.2306

OWNER:



WOOD PARTNERS
8777 E. VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA

SEAL:



PROJECT NUMBER:
21003

DATE ISSUED:
10/18/2021

REVISIONS:

SHEET TITLE:

TRASH

SHEET NAME:

A-010



2
A-011
VIEW FROM VAN BUREN
1/8" = 1'-0"



1
A-011
VIEW FROM PARK AVENUE
1/8" = 1'-0"



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TEXAS 75087
214.668.2306

OWNER:



WOOD PARTNERS
8777 E. VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA

SEAL:



PROJECT NUMBER:
21003

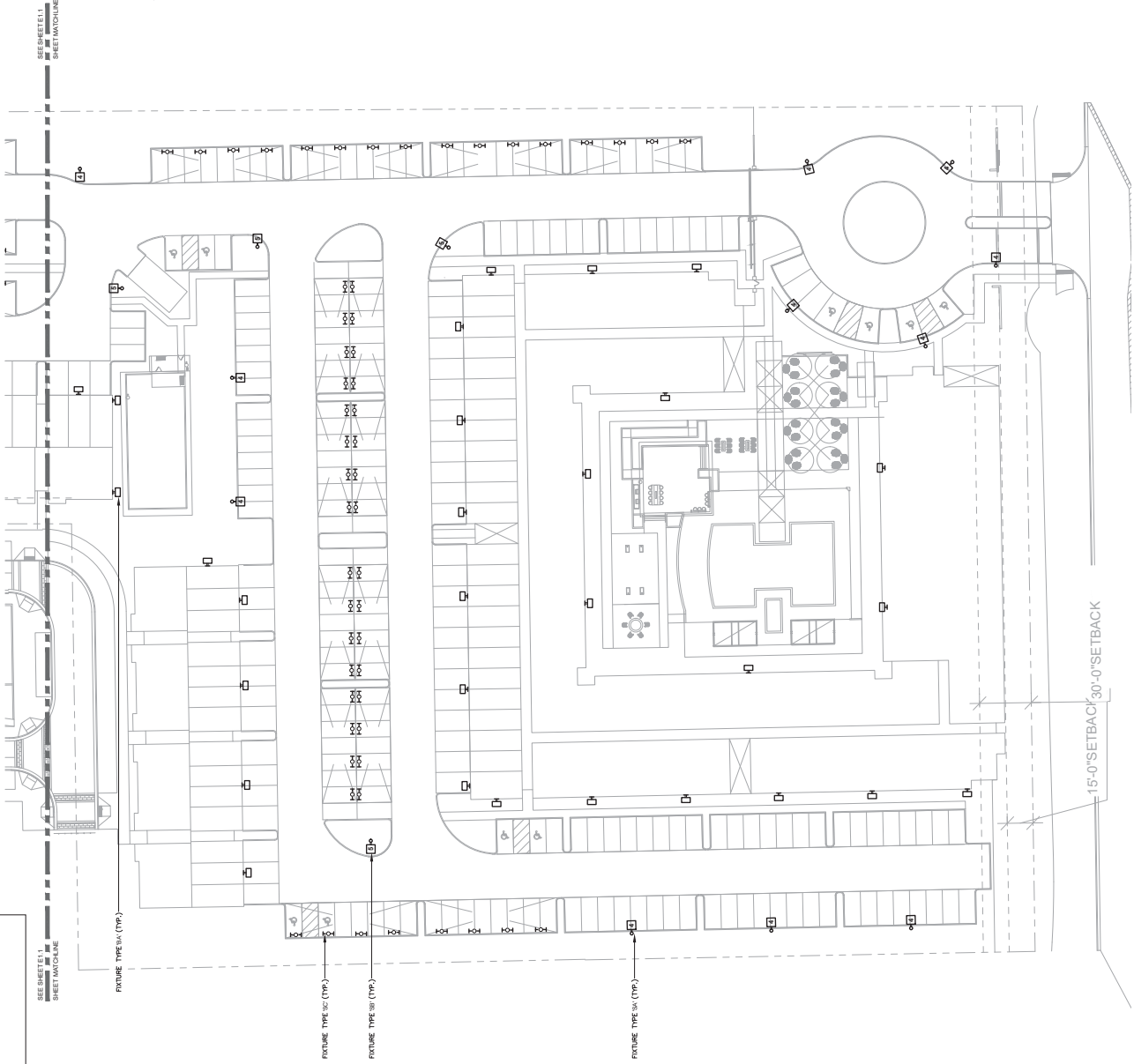
DATE ISSUED:
10/18/21

REVISIONS:

SHEET TITLE:
3D VIEWS

SHEET NAME:
A-011

Exhibit Data Received 12/21/21



ELECTRICAL SITE LIGHTING PLAN
1"=30'



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWELL, TEXAS 75087
214.668.2306



WOOD
P.O. BOX 1000
SCOTTSDALE, ARIZONA 85258
SUITE 201
877 E. VIA DE VENTURA

ALTA AVONDALE
AVONDALE, ARIZONA
DESIGN DEVELOPMENT

SEAL:

PROJECT NUMBER:

DATE ISSUED:

REVISIONS:

SHEET TITLE:
ELECTRICAL SITE
LIGHTING PLAN

SHEET NAME:
E1.0



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWELL, CA 92675
TEL: 949.255.5555
FAX: 949.255.5556



WOOD
PARTNERS
8777 E VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA
DESIGN DEVELOPMENT

SEAL:

PROJECT NUMBER:

DATE ISSUED:

REVISIONS:

SHEET TITLE:

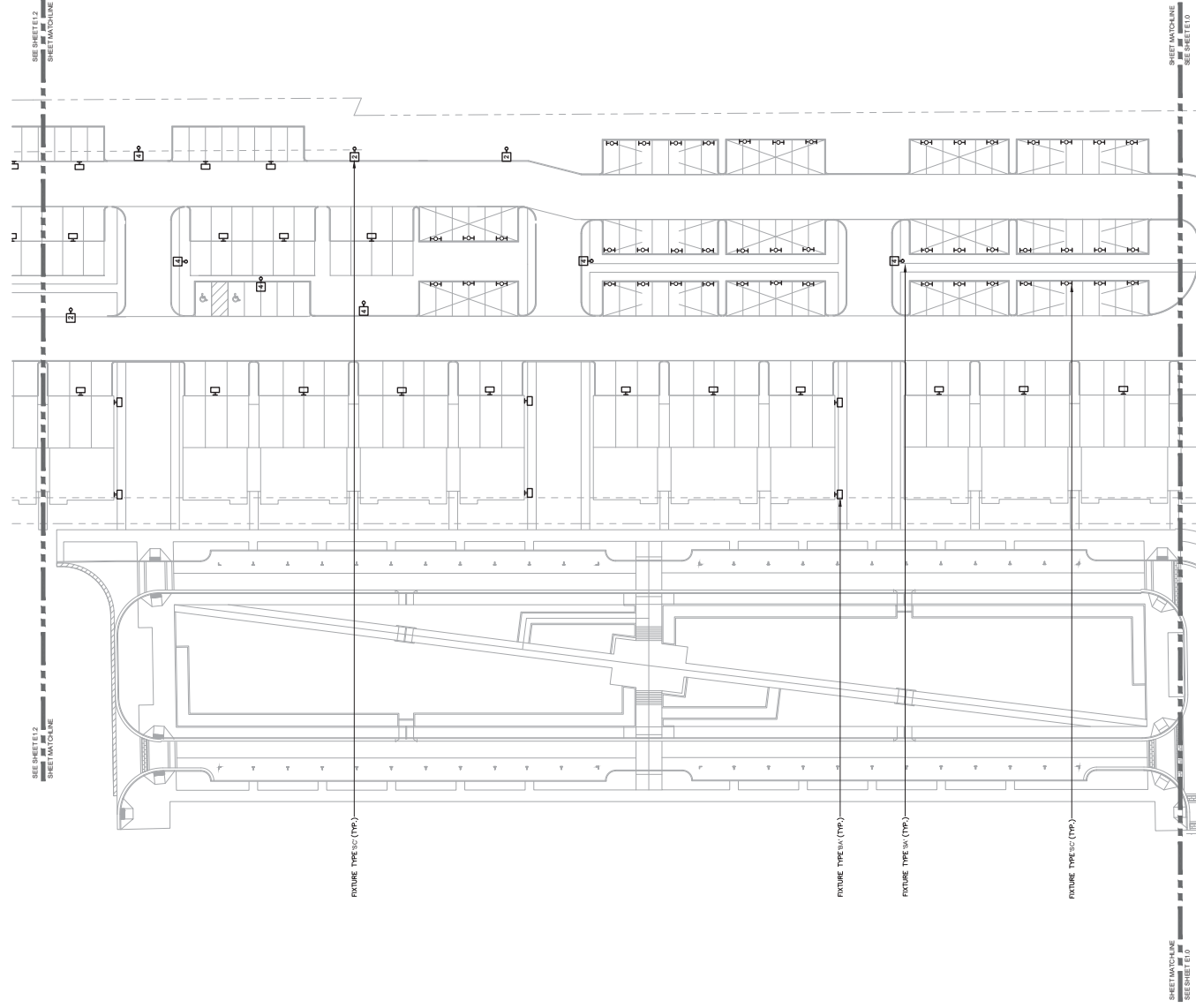
ELECTRICAL SITE
LIGHTING PLAN

SHEET NAME:

E1.1



ELECTRICAL SITE LIGHTING PLAN
1" = 30'-0"





DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWELL, CALIF. 95067
916.668.2306



WOOD
PARTNERS
ARCHITECTS
8777 E VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA
DESIGN DEVELOPMENT

SEAL:

PROJECT NUMBER:

DATE ISSUED:

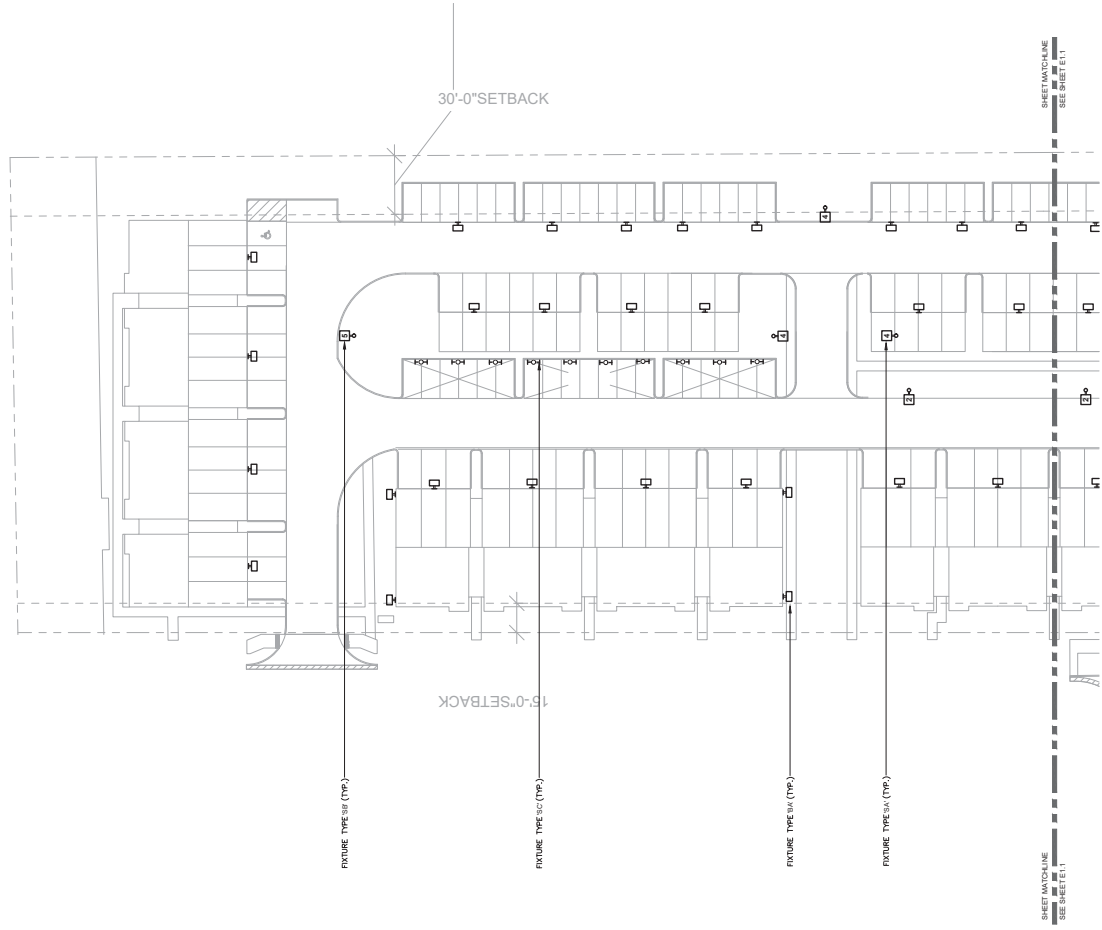
REVISIONS:

SHEET TITLE:
ELECTRICAL SITE
LIGHTING PLAN

SHEET NAME:
E1.2



1
E1.2
ELECTRICAL SITE LIGHTING PLAN
1" = 30' 0"





DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKVILLE, MD 20857
246.682.2306



WOOD
POST & BEAM
877 E VIA DE VENIRIA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA
DESIGN DEVELOPMENT

SEAL:

PROJECT NUMBER:

DATE ISSUED:

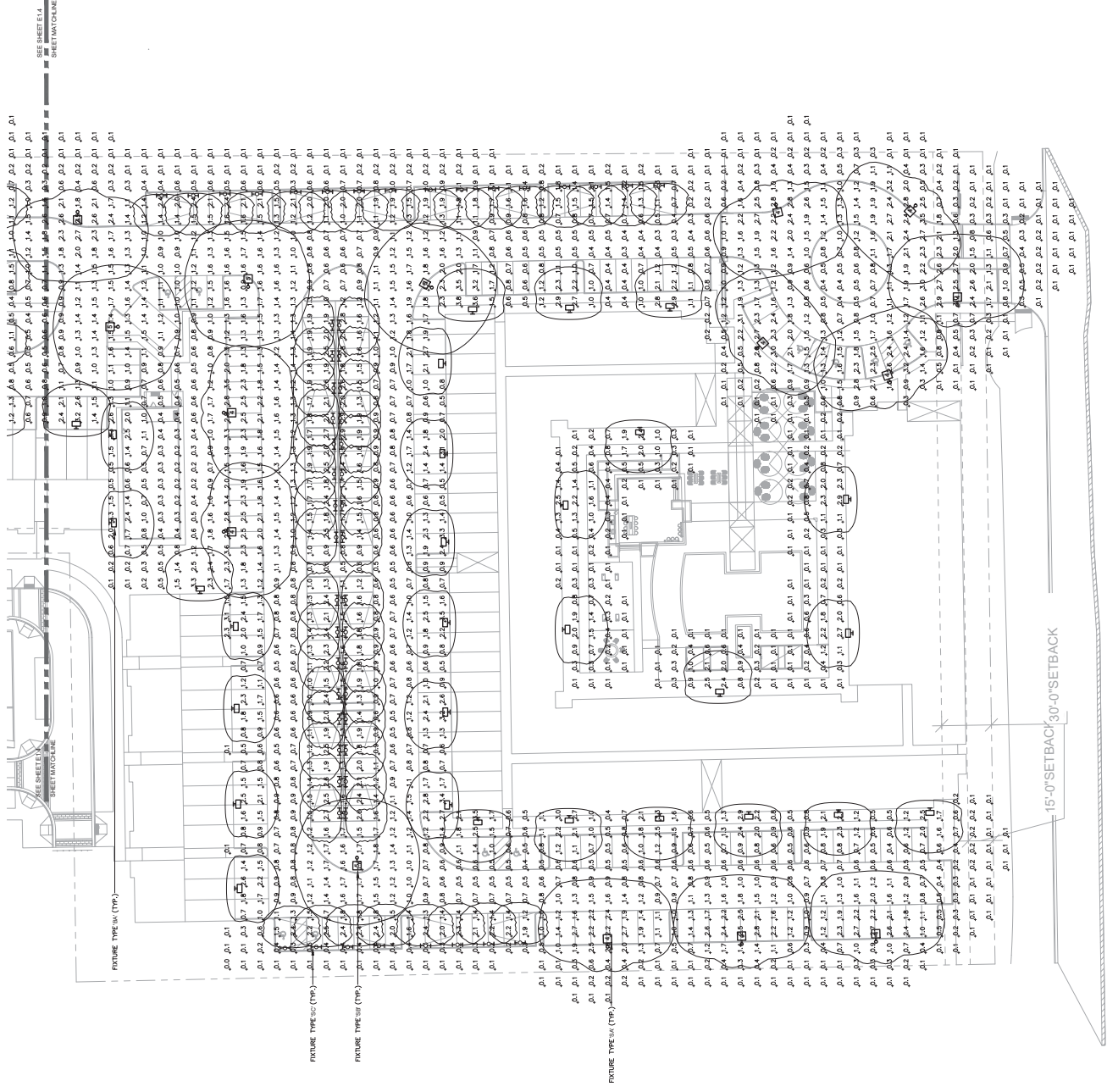
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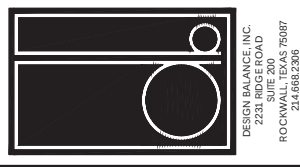
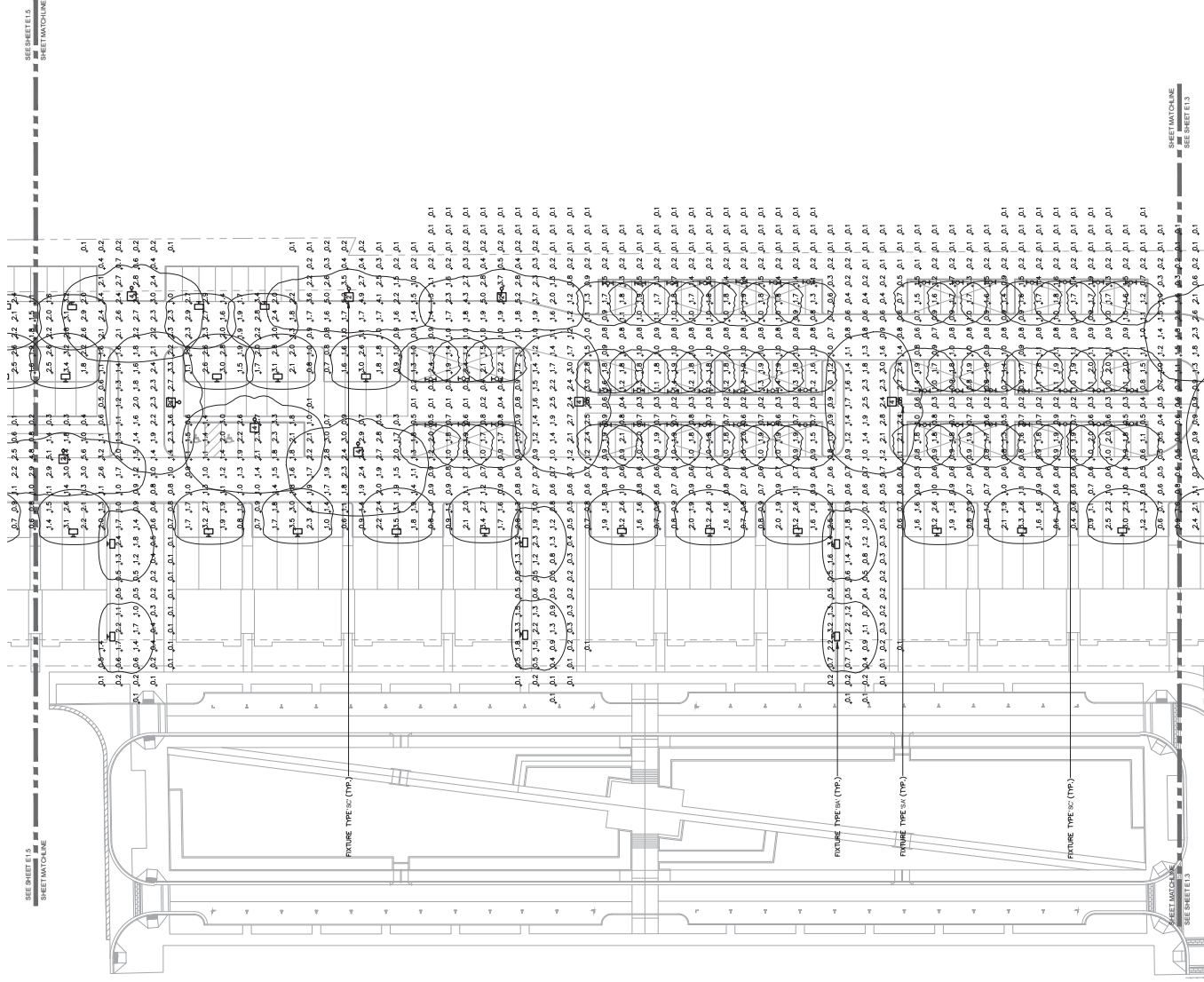
SHEET TITLE:
ELECTRICAL SITE
PHOTOMETRIC PLAN

SHEET NAME:
E1.3



ELECTRICAL SITE PHOTOMETRIC PLAN
1"=50'





ALTA AVONDALE
AVONDALE, ARIZONA
DESIGN DEVELOPMENT

SEAL:

PROJECT NUMBER:

DATE ISSUED:

REVISIONS:

SHEET TITLE: ELECTRICAL SITE PHOTOMETRIC PLAN

SHEET NAME: E1.4



1
E14
ELECTRICAL SITE PHOTOMETRIC PLAN
1" = 30'-0"



DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWELL, CALIFORNIA 92657
714.668.2395



WOOD
PARTNERS
877 E VIA DE VENUTRA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA
DESIGN DEVELOPMENT

SEAL:

PROJECT NUMBER:

DATE ISSUED:

REVISIONS:

SHEET TITLE:

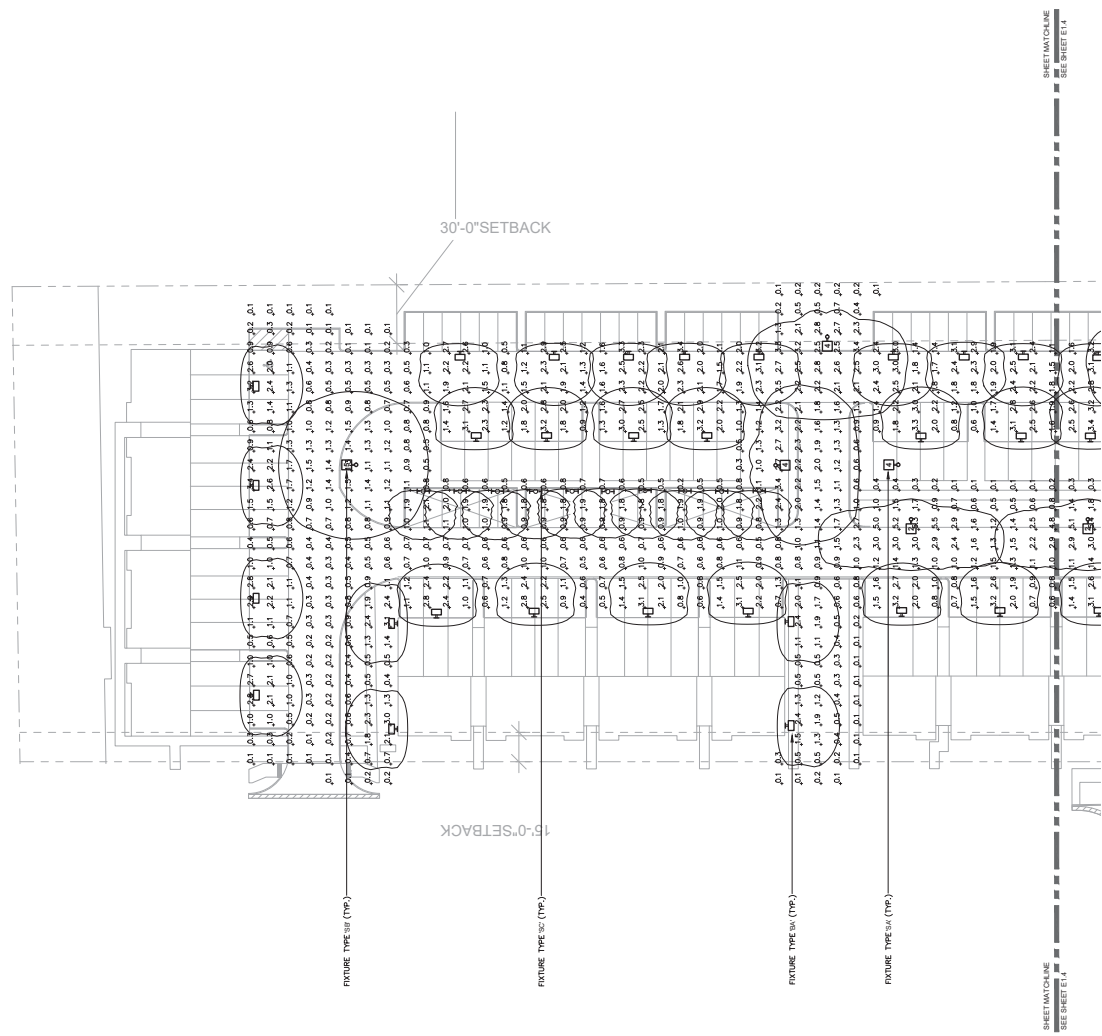
ELECTRICAL SITE
PHOTOMETRIC PLAN

SHEET NAME:

E1.5



ELECTRICAL SITE PHOTOMETRIC PLAN
1"=30'





WDGE2 LED
Architectural Wall Sconce

Specifications
 Item: WDGE2
 Length: 12.5" L
 Width: 4.5" W
 Height: 11.5" H
 Weight: 1.5 lbs

Introduction
 The WDGE2 LED family is designed to meet the needs of the modern architectural lighting market. It is a wall-mounted sconce that blends with any architectural style. The WDGE2 LED family is available in four sizes with luminaires ranging from 4.5" to 12.5" in length. The WDGE2 LED family is designed to meet the needs of the modern architectural lighting market. It is a wall-mounted sconce that blends with any architectural style. The WDGE2 LED family is available in four sizes with luminaires ranging from 4.5" to 12.5" in length.

Specifications
 Item: WDGE2
 Length: 12.5" L
 Width: 4.5" W
 Height: 11.5" H
 Weight: 1.5 lbs

WDGE2 Family Overview

Item	Length (in)	Width (in)	Height (in)	Weight (lbs)	Power (W)	Beam Angle (deg)	Color Temp (K)	Life (hrs)
WDGE2.4	4.5	4.5	4.5	0.5	10	120	3000	50,000
WDGE2.6	6.5	4.5	4.5	0.7	15	120	3000	50,000
WDGE2.8	8.5	4.5	4.5	0.9	20	120	3000	50,000
WDGE2.10	10.5	4.5	4.5	1.1	25	120	3000	50,000
WDGE2.12	12.5	4.5	4.5	1.3	30	120	3000	50,000

Example: WDGE2 LED 12.5" x 4.5" x 4.5" (WDGE2.12)

Item	Length (in)	Width (in)	Height (in)	Weight (lbs)	Power (W)	Beam Angle (deg)	Color Temp (K)	Life (hrs)
WDGE2.12	12.5	4.5	4.5	1.3	30	120	3000	50,000

FIXTURE TYPE 'BA'

MOUNT @ 16'-0" A.F.F



D-Series Size 0
LED Area Luminaire

Specifications
 Item: D-Series Size 0
 Length: 12.5" L
 Width: 4.5" W
 Height: 11.5" H
 Weight: 1.5 lbs

Introduction
 The D-Series Size 0 LED Area Luminaire is a wall-mounted sconce that blends with any architectural style. The D-Series Size 0 LED Area Luminaire is available in four sizes with luminaires ranging from 4.5" to 12.5" in length. The D-Series Size 0 LED Area Luminaire is designed to meet the needs of the modern architectural lighting market. It is a wall-mounted sconce that blends with any architectural style. The D-Series Size 0 LED Area Luminaire is available in four sizes with luminaires ranging from 4.5" to 12.5" in length.

Specifications
 Item: D-Series Size 0
 Length: 12.5" L
 Width: 4.5" W
 Height: 11.5" H
 Weight: 1.5 lbs

Example: D-Series Size 0 LED Area Luminaire (D-Series Size 0)

Item	Length (in)	Width (in)	Height (in)	Weight (lbs)	Power (W)	Beam Angle (deg)	Color Temp (K)	Life (hrs)
D-Series Size 0	12.5	4.5	4.5	1.3	30	120	3000	50,000

FIXTURE TYPE 'SA', 'SB' AND 'SC'

MOUNT @ 16'-0" A.F.F



Columbia Lighting LXEN

Specifications
 Item: LXEN
 Length: 12.5" L
 Width: 4.5" W
 Height: 11.5" H
 Weight: 1.5 lbs

Introduction
 The LXEN LED Area Luminaire is a wall-mounted sconce that blends with any architectural style. The LXEN LED Area Luminaire is available in four sizes with luminaires ranging from 4.5" to 12.5" in length. The LXEN LED Area Luminaire is designed to meet the needs of the modern architectural lighting market. It is a wall-mounted sconce that blends with any architectural style. The LXEN LED Area Luminaire is available in four sizes with luminaires ranging from 4.5" to 12.5" in length.

Specifications
 Item: LXEN
 Length: 12.5" L
 Width: 4.5" W
 Height: 11.5" H
 Weight: 1.5 lbs

Example: LXEN LED Area Luminaire (LXEN)

Item	Length (in)	Width (in)	Height (in)	Weight (lbs)	Power (W)	Beam Angle (deg)	Color Temp (K)	Life (hrs)
LXEN	12.5	4.5	4.5	1.3	30	120	3000	50,000

FIXTURE TYPE 'SC'

MOUNT @ CARPORT

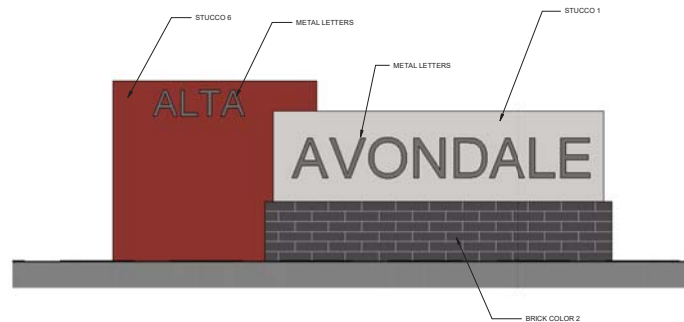
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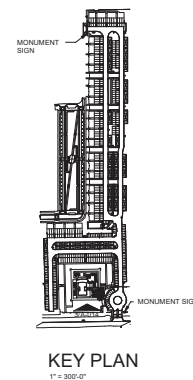
3 BUILDING A1 - SOUTH ELEVATION WALL SIGN
A-014
1/8" = 1'-0"

- MATERIAL LEGEND**
3" = 1'-0"
- STUCCO 1
SW704 "SNOWBOUND"
 - STUCCO 2
SW7571 "ON THE ROCKS"
 - STUCCO 3
SW7650 "ELLE GRAY"
 - STUCCO 4
SW7067 "CITYSCAPE"
 - STUCCO 5
SW6638 "CONCRETE"
 - STUCCO 6
SW9608 "RAVE RED"
 - "WOOD LIKE" FIBER CEMENT LAP SIDING
WOODSTONE RUSTIC SERIES "ASPEN RIDGE"
 - BRICK COLOR 1
MCNEAR "GREENWICH"
 - BRICK COLOR 2
MCNEAR "MANCHESTER"

MATERIAL LEGEND
3" = 1'-0"



1 MONUMENT SIGN
A-014
3/4" = 1'-0"



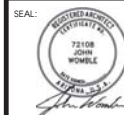
DESIGN BALANCE, INC.
2231 RIDGE ROAD
SUITE 200
ROCKWALL, TEXAS 75087
214.666.2306

OWNER:



WOOD PARTNERS
8777 E. VIA DE VENTURA
SUITE 201
SCOTTSDALE, ARIZONA 85258

ALTA AVONDALE
AVONDALE, ARIZONA



PROJECT NUMBER:
21003

DATE ISSUED:
10/18/21

REVISIONS:

SHEET TITLE:
SIGN

SHEET NAME:
A-014

CITY COUNCIL REPORT

SUBJECT: Resolution 1021-0322 - Amendments to the Personnel Policies and Procedures for Chapter 5 Classification and Compensation, Chapter 6 Employee Benefits, Chapter 7 Drug and Alcohol, and Chapter 11 Safety

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Andrea Dumbrell, Human Resources Director, (623) 333-2211

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1021-0322, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 5 Classification and Compensation, Chapter 6 Employee Benefits, Chapter 7 Drug and Alcohol, and Chapter 11 Safety, and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Human Resources Department, in coordination with other City Departments, will bring Personnel Policies and Procedures Updates to City Council for approval minimally two times per year. The updated policies presented are related to a revised statute for final paychecks to terminated employees; the newly approved Juneteenth Holiday; recommendations from the City's internal auditor, based on the HR/Payroll Audit; clarification of post-accident procedures; current terminology; and necessary reference materials.

DISCUSSION:

The following are major highlights of the changes to Chapter 5 Classification and Compensation:

- Updated language to be in compliance with A.R.S. § 23.353.A *"When an employee is discharged from the service of an employer, he shall be paid wages due him within seven working days or the end of the next regular pay period, whichever is sooner."*

The following are major highlights of the changes to Chapter 6 Employee Benefits:

- Page 1
 1. Added definition for "FLSA Work Period" .

- Page 4
 1. Added “City timekeeping or scheduling system” to methods an employee can use to notify of sick leave.
 2. Removed the requirement for HR to provide medical evidence to a “third party administrator”.

- Pages 6, 13, and 14
 1. Clarified that employees who have not completed original probation are not eligible to receive any remaining “gifted” sick leave provided at the time of hire.

- Page 15
 1. Added language that exceptions to employees using holiday leave to cover work hours must be approved by the department director and HR prior to the date of the holiday.
 2. Added language that if an employee does not have enough holiday hours to cover a full day of holiday leave, sick leave may not be used to make up the hours only vacation or compensatory time may be used.

- Page 16
 1. Revised language to read a listing of approved holidays will be published by July 1 of each year.
 2. Added that sick leave may not be used for City scheduled holidays.
 3. Revised language that all employees must use holiday hours or they will be forfeited. Removed language allowing exempt employees to be paid for remaining holiday leave at the end of the fiscal year.

- Page 17
 1. Removed current language regarding specified police employees and their holiday no-bank and replaced with the new language from AP 39 so as to be consistent.

- Page 18
 1. Added Juneteenth to the list of holidays eligible for differential pay.
 2. Removed Example 1.

- Page 22
 1. Updated bereavement policy to state that immediate family leave may not exceed 40 work hours and removed the reference to “five workdays”.
 2. Added that non-immediate family leave may not exceed one workday “whether the employee works 8 or 10 hours” and removed the single reference to “or eight hours”.
 3. Added “Timekeeping” section requiring employees to enter the relationship of the person they are taking bereavement for.
 4. Added “Additional Leave” section stating if bereavement leave and other paid leave is exhausted, the employee may be granted “general leave”.

- Page 24

1. Added a section on “Using Leave” which clarifies that no use of leave hours results in compensation in excess of scheduled hours.

The following are major highlights of the changes to Chapter 7 Drug and Alcohol Policy:

- Page 1
 1. Removed section B.2

- Page 4
 1. Added a new section “Post Accident”.
 - Provides process for what an employee must do when an at-fault accident occurs with a city-owned vehicle.
 - Employees will be drug and alcohol tested.
 - While waiting for results of the testing, employees will not be assigned to work that requires driving or using safety-sensitive equipment.
 - If no position is available for the employee while awaiting results, the employee will be placed on administrative leave.

The following are major highlights of the changes to Chapter 11 Safety:

- This policy had not been reviewed since 2015. Minor changes to terminology were completed to be consistent with current policies.
- Policy references were added throughout the document so that employees would be able to receive more information on a specific area.
- Page 2
 1. Included that employees may be drug tested after an at-fault accident involving a City Vehicle.
 2. Removed outdated language that departments are responsible for keeping accident and injury records.

BUDGET IMPACT:

There are no direct costs associated with the amendments to the City of Avondale Policies and Procedures.. Approval of the Juneteenth Holiday was previously approved by the Council on February 22, 2022.

RECOMMENDATION:

Staff recommends that Council adopt this amendment to the City of Avondale Policies and Procedures.

Contact person for document distribution: Andrea Dumbrell; Callie McGraw

RESOLUTION NO. 1021-0322

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTERS 5, 6, 7 AND 11 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO EMPLOYEE BENEFITS.

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

SECTION 1. Chapter 5 – Classification and Compensation of the City of Avondale Personnel Policies and Procedures dated March 21, 2022 (“Chapter 5”), is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. Chapter 6 – Employee Benefits of the City of Avondale Personnel Policies and Procedures dated March 21, 2022 (“Chapter 6”), is hereby adopted in substantially the form and substance attached hereto as Exhibit B and incorporated herein by this reference.

SECTION 3. Chapter 7 – Drug and Alcohol Policy of the City of Avondale Personnel Policies and Procedures dated March 21, 2022 (“Chapter 8”), is hereby adopted in substantially the form and substance attached hereto as Exhibit C and incorporated herein by this reference.

SECTION 4. Chapter 11 – Safety of the City of Avondale Personnel Policies and Procedures dated March 21, 2022 (“Chapter 11”), is hereby adopted in substantially the form and substance attached hereto as Exhibit D and incorporated herein by this reference.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapters 5, 6, 7 or 11, adopted herein are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 21, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1021-0322
[Chapter 5]
See following pages.

CHAPTER 5

Classification and Compensation

A. Purpose of the Classification Plan

The City's job classification system provides a structured, consistent method and quantitative techniques for arriving at objective compensation and classification decision. Some of the criteria used for determining job classifications include job duties, education and training, decision-making authority, supervisory responsibility, contacts with others as required by the job, working conditions, and other qualifications.

1. Classification Plan

A position classification plan based upon and graded according to assigned work duties and responsibilities will be developed and maintained by the Human Resources Department to provide standardization and classification of all positions in the City service. Before the implementation of said plan it will be approved by the City Manager. With the approval of the City Manager, new classifications may be established, combined, or abolished. The position classification plan will include:

- a. Outline of classes of positions in the classified service arranged in appropriate occupational group.
- b. Class specifications.

2. Administration of Classification Plan

The City Manager will instruct the Human Resources Director to conduct position classification studies at such times as he/she deems it necessary or whenever the duties and responsibilities of existing positions have undergone significant change. In addition, a classification study will be made when new positions are to be established, or may be requested by a department manager. If the Human Resources Director finds that a substantial change in organization, creation of change of position, or other pertinent conditions warrant the amendment of the existing class, he/she may amend the classification plans subject to review and approval by the City Manager.

B. Compensation Plan

1. Philosophy

The philosophy of the City of Avondale is to provide an equitable compensation program for all employees. The basic concept of the pay system is that job responsibility and job performance as well as market influence will be the key determinants of an employee's

salary. The City is dedicated to providing an atmosphere that demonstrates a commitment to service excellence and customer satisfaction.

2. Purpose

The purpose of the City's pay system is to attract, retain, and motivate employees through the payment of financial compensation that is commensurate with the individual's ability, responsibility and contribution toward the City's goals. This program is designed to recognize and reward performance, and achieve internally equitable and externally competitive market compensation.

3. Objectives

a. The objectives of the City's compensation program are:

- To clearly define the essential functions of each position through written job descriptions;
- To provide compensation that is competitive with jobs outside the City;
- To provide recognition for superior performance;
- To comply with federal, state and local regulations;
- To establish a system that is fiscally sound and cost effective;
- To provide a program that is understood by employees;
- To provide a pay system that can easily be administered and maintained; and
- To establish a salary range for each job that is based on a systemic blending of the job's internal worth to the City and the job's external value in the market.

4. Compensation Policy

The compensation program for the City is based on the following compensation policy.

- a. The City will provide total compensation opportunities of direct pay, specialty pays, indirect pay (e.g., benefits), career opportunities, etc., that are a blend of the total compensation opportunities offered by its competitors and the objectives of the City's compensation program.
- b. Each job classification in the City will have a salary range defined by minimum, mid, and maximum dollar limits. The ranges define the pay opportunities for the job. Pay for each employee shall be within the assigned range.
- c. Each job classification in the City will have a written job description. Job descriptions will be reviewed annually or as scheduled by the Human Resources Department. Employee will be provided with a copy of their respective job descriptions.

5. Maintenance of Compensation Plans

- a. Compensation plans shall be reviewed by the Human Resources Department at least every two (2) years or as directed by the City Manager. The Human Resources Department will utilize current salary data obtained from relevant competitive employment markets and other pertinent factors as a basis for maintaining the compensation plans.
- b. Periodic salary surveys will be used as a means to monitor the movement of salaries within the market. Adjustments will be made to the compensation plans subject to the City's overall financial state as determined by the City Council and City Manager.

6. Pay Computation

For hourly employees not exempt from the overtime requirements of the Fair Labor Standards Act ("non-exempt"), gross pay is computed by the hours worked times the rate of pay. Human Resources will determine whether an employee is eligible to receive overtime pay. Net pay for all employees, both hourly and salaried, will be computed by subtracting applicable deductions, e.g., federal and state income tax withholdings, applicable Retirement System contributions, Social Security, etc., from gross pay.

7. On-Call Policy

Certain departments may make non-exempt positions eligible for on-call compensation when the employee is required to be on-call. The employee must be accessible and available for work upon being contacted via telephone or cell phone. The employee must be available to report to work within a reasonable time (one hour) after being contacted by the City, if needed. The employee must also be in a physical condition that allows him/her to resume duty.

a. Definitions

- 1) **"On-call"** means when an off-duty employee must remain available to be called back to work on short notice if the need arises. An employee is considered to be on-call only when assigned by the City.
- 2) **"On-call pay"** means the additional compensation awarded to employees who are required to remain on-call during off-duty hours.
- 3) **"On-call status"** means the state of an off-duty employee required to remain on-call. An employee is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.
- 4) **"On-call time"** means the periods of time when an employee is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a specified period of time, resulting in the employee being unable to

effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.

5) **“Callback”** means when an employee has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:

- a) Avoid significant service disruption.
- b) Avoid placing employees or the public in unsafe situations.
- c) Protect and/or provide emergency services to people, property and/or equipment.
- d) Respond to emergencies.

b. On-call/Callback Compensation

1) On-call Pay Rate

An employee assigned to on-call status will be compensated at the rate of two dollars per hour (\$2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call employee’s scheduled workday and continue until resuming work the following workday.

2) Callback Pay Rate

When an on-call employee is called back to work after completing the regular work schedule and leaving the premises, the employee shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular hourly or base rate, whichever is greater.

3) On-call Status Hours Not Included in Overtime Compensation Calculation

On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.

4) On-call Pay Exclusions

a) Employees will not receive on-call pay when they are:

- On vacation leave
- On sick leave
- On administrative leave
- Receiving short-term disability benefits

- Receiving worker's compensation benefits
- On bereavement leave
- On an approved leave of absence
- Not available to work
- Restricted to light duty
- Restricted from performing work activities

c. On-Call Duty Requirements

- 1) Employees serving on-call status must adhere to all of the following requirements:
 - a) Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.
 - b) When notified, respond and arrive at work within one (1) hour or less.
 - c) Arrive fully capable of performing the function of the job.
- 2) If an employee does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the "on-call" time period.
- 3) Each employee will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.
- 4) An employee who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.

8. Incomplete Pay Period

A nonexempt hourly employee who does not work his/her regularly scheduled work week will be paid only for the number of hours actually worked in the pay period at his/her regular hourly rate of pay, unless such absence is authorized by his/her department director.

9. Overtime

a. Policy

It is the policy of the City of Avondale to discourage overtime work for non-exempt hourly employees, except when required to safeguard public health, safety or property. However, overtime may be assigned by the department director or City Manager as may be necessary to meet operating needs. Non-exempt employees have the right to be paid for overtime worked. Exempt employees are not eligible for overtime compensation. The Human Resources Director determines the exempt and non-exempt status according to the classification of the position, and in compliance with the Fair Labor Standards Act ("FLSA").

b. Overtime Authorization

An employee is expected to seek advance approval for overtime work and to report overtime worked at the time of reporting other hours worked in a work-reporting period. Overtime by non-exempt employees must be approved in advance, but if worked it must be compensated, whether approved or not. An employee that has worked unauthorized overtime may face disciplinary action up to and including termination.

c. Overtime Compensation

1) Overtime Pay Rate

When overtime work is performed and authorized, a non-exempt hourly employee will be compensated at the rate of one and one-half (1.5) the amount of his/her hourly rate for hours worked in excess of forty (40) hours within the designated workweek, as provided by law or as otherwise provided for in these policies.

2) Compensatory Time Off

- a) In lieu of monetary payment at the overtime pay rate set forth in these policies, non-exempt employees may elect to take compensatory time off ("comp time") for overtime hours worked, with approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) hours of comp time for every one (1) hour of overtime worked by the employee.
- b) The maximum number of comp time hours that any employee will be permitted to accrue shall be sixty (60) hours (forty (40) hours of actual overtime worked). The use of comp time by the employee shall be scheduled in accordance with departmental guidelines and procedures. An employee shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not unduly disrupt the operation of City services.
- c) The City reserves the right to pay out compensatory time balances to the employee at any time.
- d) All compensatory time that is not used that remains on the books at the close of the fiscal year will be paid out to the employee.
- e) Upon separation from City employment, employees with a compensatory time balance will be paid at their current regular rate of pay. An employee who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.

10. Transfers

- a. Employees may be voluntarily or involuntarily transferred from one position to another within the same classification or salary range. The transfer must be in the best interest of the City of Avondale and/or for the development of the employee, as determined by the City Manager.
- b. Employees desiring a voluntary transfer must submit a transfer request and an application to the Human Resources Department. The transfer request and application will be valid until December 31 of each year. Employees wishing to remain on a transfer eligibility list must submit a new transfer request.
- c. When an employee is transferred, the department director of the department to which the employee is transferred may request an increase not to exceed five percent (5%) if the employee possesses special qualifications of benefit in meeting the needs of the new department. Justification for an increase must be provided in writing to, and approved by, the Human Resources Department prior to the effective date of the transfer. Otherwise, no increase shall be granted.
- d. Transferred employees retain their review date for performance evaluations and rate of pay. All leave accruals will remain the same.

11. Promotion

- a. Employees promoted to a higher classification shall be placed in the new classification salary range and shall receive an increase in their base pay in commensurate with their experience, education, and current market conditions. Justification needs to be submitted in writing to the Human Resources Director and must be approved by Human Resources. Anything over midpoint of the new classification range will also require approval of the City Manager. Promotional increases shall not exceed the maximum of the new salary range. Promoted employees will serve the appropriate promotional probationary period applicable to the new position.
- b. Promotional pay increases shall become effective at the beginning of the next pay period.

12. Reclassification

- a. A position may be reclassified on the basis of changes in the duties and responsibilities or qualifications for the position. A reclassification or job title changes requires approval of the Human Resources Director and the City Manager.
- b. If a reclassification results in an employee being assigned to a higher pay range the employee will be placed in the new pay range with a five percent (5%) increase unless more is required to reach the minimum of the new range. A reclassification shall not cause an employee to exceed the maximum of the new pay range.

- c. If an employee is assigned to a lower pay range the employee will be placed in the new pay range without any decrease in pay. If the employee's rate of pay exceeds the maximum of the new range then the employee will be ineligible for any base pay increases. When the range increases to exceed the employee's base rate then the employee will again be eligible for base rate increases.

13. Involuntary Demotion

- a. Employees, who are involuntarily demoted as a result of disciplinary action, shall be placed in the new classification and their rate of pay shall be reduced by at least five percent (5%) from their present rate of pay. The new rate of pay shall not exceed the maximum of the lower salary range. The review date for performance evaluations shall remain the same.
- b. Reduction in pay as a result of involuntary demotion will be effective at the beginning of a pay period.
- c. Except as otherwise provided in these policies, if a department director demotes an employee, the employee shall not be required to serve a probationary period in the position to which demoted unless the employee was still on probation at the time of the demotion.

14. Voluntarily Demotion (requested downgrade)

Employees may be voluntarily demoted from one position to another. Employees who voluntarily demote from one position to another will have their rate reduced by at least five percent (5%) from their present rate of pay. If the new rate of pay exceeds the maximum of the range then the employee's rate of pay will be frozen until such time as the maximum of the pay ranges increases to include the employee's rate of pay. Employees will be required to satisfy selection requirements for the new position to which the employee is voluntarily demoted. The City reserves the exclusive right to consent to or deny a request for voluntary demotion, depending on available positions, qualifications, departmental workload, employee skill level, and the City's need to hire and retain the most qualified applicants.

15. Appointments

- a. Temporary Employee

Pay for temporary employees will be consistent with duties and responsibilities of the temporary position as outlined in the compensation plan. Pay for regular part-time hourly employees will be based on the number of hours worked. Such pay will normally be proportionate to the regular full-time pay rate for the position.

b. New Hires

A department director may request to hire an applicant up to the midpoint of the pay range for the position based upon an assessment of an applicant's relevant experience, training, education and a review of the current incumbents' salaries that are performing the same job. A summary of the findings shall be submitted to the Human Resources Director for approval. Any request to hire an applicant above the midpoint will require the prior approval of the Human Resources Director and the City Manager.

c. Former Employee

Former employees must apply for open positions in the same manner as other applicants for the position.

16. Wages In Advance

It is the policy of the City of Avondale that no advance of wages be made.

17. Termination Pay

- a. An employee who voluntarily resigns will receive his/her final paycheck on the first regularly scheduled payday following termination/separation of his/her employment. An employee who is eligible for vacation time will be paid for all unused vacation time and other leave as allowed in this policy upon termination.
- b. An employee terminated by the City shall receive payment for his/her wages within seven (7) working days of his/her termination from employment or the end of the next regular pay period, whichever is sooner (ARIZ. REV. STAT. § 23.353.A).

18. Pay During National Guard and Reserve Training

- a. All regular employees who serve as active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast guard or other reserve military organizations, will be entitled to leave of absence with pay from their respective duties on all duty days on which they are actively engaged in training. However, such leave with pay will not exceed thirty (30) days in any two (2) year period, or as otherwise required by law.
- b. All regular employees who serve as active members of the National Guard, the Army Reserves, the Navy Reserves, the Air Force Reserves, Marine Reserves, the Coast Guard, or other reserve military organizations will be entitled to compensation if called to active military duty in times of war or national crisis as declared by the President of the United States. In accordance with Arizona law, such employees shall receive military leave with pay for up to thirty (30) days in any two (2) consecutive years.

19. Temporary Reassignment Pay

Regular status employees may be temporarily assigned to a classification in a higher grade upon recommendation of the supervisor and with approval of the department director. Eligible employees will receive a minimum of five percent (5%) above their regular salary for the duration of the temporary detail or more, if necessary, to reach the entry level rate of pay in the higher grade. The Human Resources Director may authorize the placement of the employee at greater than five percent (5%) based upon the scope and degree of the duties performed and the anticipated duration of the assignment.

- a. The employee must fully perform the duties and responsibilities of the higher classification for the duration of a minimum of twenty-one (21) consecutive calendar days to receive temporary reassignment pay. Compensation shall be retroactive to day one of the assignment.
- b. If the temporary reassignment pay is for a period of six (6) months or less, the reassignment may be made non-competitively. If the reassignment is for more than six (6) months, then the reassignment shall be made competitively in accordance with these policies and procedures or as approved by the Human Resources Director. An extension may be requested in writing to the Human Resources Director. No temporary reassignment shall extend beyond one (1) year.
- c. Employees on temporary reassignment shall have the right to return to their previous regular position at the conclusion of the assignment.
- d. Increases in pay for the temporary reassignment will be immediately discontinued when the employee returns to their regular position.

20. Shift Differential

- a. A shift differential shall be paid for regularly scheduled work shifts scheduled to begin or end between the hours of 9:00 p.m. and 4:00 a.m. Shift differential is not paid for hours worked over the regular shift when work is a continuation of the regular shift. Employees who are called back or who are covering another shift for another employee and perform work outside their regularly assigned shifts do not receive shift pay. Shift differential is not paid to employees on paid or unpaid leave.
- b. An employee shall be paid a shift differential set by administrative policy when working a shift that ends between the hours of 9:00 p.m. and 12:00 midnight, or when working a shift that includes work between the hours of 12:01 a.m. and 4:00 a.m.
- c. Only regular, non-exempt employees and sworn police employees below the grade of lieutenant are eligible for shift differential. Temporary employees and employees of the Fire Department are not eligible for shift differential.

21. Public Safety Dispatcher Pay

Public safety dispatchers, assigned by the Police Chief to fulfill the duties of public safety training dispatcher, shall receive public safety training dispatcher pay at an amount determined by administrative policy for the term of the assignment. Public safety training dispatcher pay begins as soon as they begin performing in the position. A public safety training dispatcher on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the public safety training dispatcher pay until they are approved to return to full-duty status.

22. Battalion Chief Coverage Pay

Battalion chiefs regularly assigned to work the fifty-six (56) hour shifts may be eligible to receive coverage pay at an amount determined by administrative policy.

23. Bilingual Pay

City employees may be eligible for bilingual pay for Spanish language skills. Guidelines regarding eligibility and compensation are set forth in Administrative Policy 36.

24. Cost of Living Adjustment

Each budget year the City Council determines the amount, if any, of an across-the-board salary increase for employees. This increase is subject to the overall financial state of the City, as determined by the City Council and City Manager. If provided, the increase will be applied at the beginning of the fiscal year or at an alternate time period as specified by the City Council and City Manager.

25. Merit Pay

Each budget year the City Council determines the amount, if any, of a merit pay increase for employees. Regular status employee chosen to receive a merit increase will receive the increase at the beginning of the fiscal year, or as specified by the City Council and City Manager. Employees who are on their original/promotional probation will receive their merit increase upon successful completion of their probationary period. Merit pay increases will be subject to the overall financial state of the City, as determined by the City Council and City Manager.

26. Uniform Allowance

Regular employees who perform work that requires an employee to wear a uniform and/or safety shoes may be provided with a uniform and/or safety shoes or an allowance as established by administrative policy for each participating department.

EXHIBIT B
TO
RESOLUTION NO. 1021-0322
[Chapter 6]
See following pages.

CHAPTER 6

Employee Benefits

A. Definitions

Throughout this policy, definitions set out in ARIZ. REV. STAT. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the director of the City department to whom the employee is assigned or the department director’s designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – Leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Full time employee – an employee who works thirty (30) hours or more per week.
7. Non-Exempt employee – an employee who is not an exempt employee.
8. Part-time employee – an employee who works less than thirty (30) hours per week.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. “Sick leave” has the same meaning as “earned paid sick time” as that term is used in ARIZ. REV. STAT. §23-371.
10. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.
11. Fair Labor Standards Act (FLSA) Work Period – the time period for which overtime is calculated. The standard work period of 40 hours (Monday through Sunday) applies to all employees except for 56-hour firefighters. 56-hour firefighters have a two-week work period that coincides with the pay period.

B. Accumulation of Sick Leave

1. Regular full-time employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period and these hours are accumulated without limit.

2. Regular part-time temporary, and seasonal part-time employees (working less than thirty (30) hours per week) shall receive a bank of forty (40) hours of paid sick leave per year at the commencement of the fiscal year. They shall accrue no other sick leave during the fiscal year.
3. Newly hired regular part-time, temporary, and seasonal part-time employees (working less than thirty (30) hours per week) are eligible to use sick leave from their bank on the ninetieth calendar day after commencing employment.
4. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.
5. Upon hiring any employee, a department director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.

C. Sick Leave Usage

1. Employees may use accrued paid sick leave time for any of the following reasons:
 - a. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.
 - b. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in ARIZ. REV. STAT. §23-371, which is the following:
 - 1) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
 - 2) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
 - 3) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

- 4) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
 - 5) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- c. Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in ARIZ. REV. STAT. §§23-371 and 23-373.
 - d. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
 - e. In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.
- 2. An employee will not be subject to retaliation or discrimination for using sick leave, so long as the employee complies with City policy.
 - 3. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.
 - 4. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.
 - 5. Sick leave may be taken when approved by the employee's department director according to the notification and documentation procedures of City policy.
 - 6. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.
 - 7. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.
 - 8. Sick leave must be used in increments of not less than fifteen (15) minutes per occurrence for non-exempt employees.

D. Notification

1. An employee shall notify his/her department director as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.
2. An oral or written request by the employee is acceptable. The following methods may be used:
 - a. City timekeeping or scheduling system
 - b. Telephone call
 - c. Email
 - d. Text message

Employees are responsible to ensure text message or email was successfully delivered. Supervisors shall confirm receipt of notification.

3. When possible, the employee shall include the expected duration of the absence in the request.
4. An employee must notify his/her supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.
5. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department.
6. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the employee will be considered to have abandoned the job.
 - a. Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
 - b. Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

E. Documentation

1. For earned paid sick time of three or more consecutive workdays, a department director may require reasonable documentation that the earned paid sick time has been used for a reason or purpose set out in the definition of sick leave in this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:
 - a. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;
 - b. A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
 - c. A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
 - d. A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
 - e. A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
 - f. An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

F. Compensation for Unused Sick Leave upon Resignation or Retirement.

1. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

2. Compensation upon retirement will be as follows:
 - a. Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - b. Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - c. Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
3. Employees who resign from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire.
4. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.
5. An employee may not use sick leave after their last day worked.
6. Employees who have not completed original probation will not be compensated upon separation for sick leave provided at time of hire.

G. Family and Medical Leave Act (FMLA)

1. General Provisions

It is the policy of the City to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

- b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

- a. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:
 - 1) The birth of a child and in order to care for that child;
 - 2) The placement of a child for adoption or foster care and to care for the newly placed child;
 - 3) To care for a close family member (usually a spouse, child, or parent) with serious health condition; or
 - 4) The serious health condition (described below) of the employee.
 - a) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.
 - b) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.
- 5) Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- 6) Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both

spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

- b. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
- c. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.
- d. The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.
- e. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.
- f. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

4. Employee Status and Benefits During Leave

- a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.
- b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.
- c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of

the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

- d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

5. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. Use of Paid and Unpaid Leave

- a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.
- b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

7. Intermittent Leave or a Reduced Work Schedule

- a. An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.
- b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's

family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

- c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember (see 29 CFR §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary, because of a qualifying exigency as defined in this policy.
- d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible.
 - 1) An employee using intermittent leave due to medical necessity should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday.
 - 2) An employee must notify his/her supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

8. Certification of the Serious Health Condition

- a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
- b. The City requires certification of a serious health condition.
 - 1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.
 - 2) Failure to provide certification may result in a denial of continuation of FMLA leave.
 - 3) Medical certification may be provided by using the medical certification form.
 - 4) Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.
- c. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

- d. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

9. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

10. Procedure for Requesting Leave

- a. All employees requesting leave under this section must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.
- b. When an employee plans to take leave under this section, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.
- c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.
- d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisor and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the physician re-certify that the extended leave is medically necessary.
- e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

11. Job Benefits and Protection

- a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

- b. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- c. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- d. FMLA makes it unlawful for any employer to:
 - 1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.
 - 2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- e. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

12. Enforcement

- a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- b. An eligible employee may bring a civil action against an employer for violations.
- c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

H. Vacation Leave

1. Accumulation of Vacation Leave

- a. All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

Non-Exempt	Tenure	Hours per Pay Period	Hours per Year
	0-1.99 Years	3.7	96.2
	2-4.99 Years	4.47	116.2
	5-9.99 Years	5.39	140.12
	10-14.99 Years	6.31	164.04
	15 + Years	6.93	180.16

Exempt	Tenure	Hours per Pay Period	Hours per Year
	0-1.99 Years	4.62	120.12
	2-4.99 Years	5.39	140.12
	5-9.99 Years	6.31	164.04
	10 + Years	6.93	180.16

- b. All assistant department directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure	Hours per Pay Period	Hours per Year
First 5 Years	6.31	164.04
5+ Years	6.93	180.18

- c. All department directors, Deputy City Managers, Assistant City Managers will accrue vacation leave as follows:

Department Directors, Deputy City Managers, and Assistant City Managers	
Hours per Pay Period	Hours per Year
6.93	180.18

- d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure	Hours per Pay Period	Hours per Year
0-1.99 Years	11.21	291.46
2-4.99 Years	12.28	319.28
5-9.99 Years	13.57	352.30
10 + Years	14.44	375.30

- e. Upon hiring any employee, a department director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment. Employees who have not completed original probation will not be compensated upon separation for vacation or sick leave provided at time of hire as outlined in this section.
- f. Part-time regular employees are not eligible to accrue vacation leave.

- g. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Time

Eligible employees have a maximum accrual of vacation time of 320 hours at the end of the fiscal year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation time of 448 hours at the end of the fiscal year.

- a. Employees must use all hours over the maximum accrual by the end of each fiscal year. Employees will lose any vacation leave hours over the maximum accrual amount not used by June 30 of each fiscal year.
- b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the last pay period starting in any fiscal year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following fiscal year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the department director or designee (i.e., immediate supervisor).

- a. Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.
- b. During the original probationary period, vacation leave may be granted at the discretion of the department director.
- c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.

5. Compensation for Vacation Leave

- a. Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy. Employees who have not completed original probation will not be compensated upon separation for vacation leave provided at time of hire.

I. Holiday Leave Policy

1. Objectives

The objectives for the development of the holiday leave policy are:

- a. Equalize the holiday leave allocation, so that each full-time regular employee receives 96 hours of holiday leave hours per fiscal year.
- b. Identify the methods to maximize the number of days that City offices are open to serve citizens.
- c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.
- d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

- a. The annual holiday leave bank for each full-time, regular employee is 96 hours. Part-time, temporary, and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM -11:59 PM) on the designated holiday.
- b. Employees will be provided with a bank of 96 hours (full-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) the second in January for 46 hours (full-time). New hires will receive a prorated number of hours based upon their hire date.

3. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 30 of each year. The listing will specify any and all designated holidays for the City.

- a. If a designated holiday falls on a scheduled workday, employees will be required to use their holiday leave to cover their scheduled work hours. Exceptions must be approved by the department director and approved by the HR Director before the holiday has occurred. Holiday leave bank shall be used to cover scheduled work hours unless an employee's holiday bank is exhausted, then other leave types may be used. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

- b. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e., vacation or sick leave).
- c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. Holidays Eligible for Differential Pay

- a. By July 1 of each year a listing will be provided of holidays that will be paid on holiday differential (see City AP 42 Holiday Schedule). Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual). The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).
- b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

5. Use of Holiday Leave

- a. It will be the employees' responsibility to monitor their holiday leave usage.
- b. In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference. Sick leave may not be used for City scheduled holidays.
- c. All holiday hours not taken prior to the last day of employment with the City, shall be forfeited.
- d. Holiday hours must be used by June 30 of each year. ALL employees must use their holiday hours, or they will be forfeited.
- e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours, or vacation hours to cover a designated holiday, they will be placed in a leave without pay (LWOP) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.
- f. Holiday hours and holiday differential pay will not count toward hours worked for purposes of overtime for hourly employees.

6. Specified Police Employees Not Participating

- a. Specified Police Employees will not be participating in the holiday leave program set forth above.
 - 1) Those police employees not participating include: Patrol, Detention, Communications, and any other area as recommended by the Chief of Police and HR and approved by the City Manager.
- b. Specified Police Employees will receive 8 hours of holiday no-bank compensation for the holidays listed in AP 42 Holiday Schedule to include the day after Thanksgiving and one personal day.
- c. The eight (8) hours for a personal day will be added on July 1 of each fiscal year and loaded into their personal bank for a total of 16 hours personal.
- d. The personal day is not eligible for differential pay.
- e. These holiday hours will NOT count as hours worked for the purpose of overtime compensation.
- f. Employees who are required to work on designated holidays shall be given, in addition to regular salary, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

SPECIFIED POLICE EMPLOYEE HOLIDAYS ELIGIBLE FOR DIFFERENTIAL PAY
INDEPENDENCE DAY LABOR DAY VETERAN'S DAY THANKSGIVING DAY AFTER THANKSGIVING CHRISTMAS DAY NEW YEAR'S DAY MARTIN LUTHER KING JR. DAY PRESIDENT'S DAY MEMORIAL DAY JUNETEENTH

J. Industrial Leave

1. Workers' Compensation Coverage

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

- a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.
- b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

- a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.

- b. Compensation is based on the statutory limit set forth in the Arizona Revised Statutes. The state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.
- c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Payroll in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

- a. An employee may not leave the state for more than two weeks while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.
- b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.
- c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

- a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.
- b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.
- c. If returned to work with restrictions, the physician must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve

- (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.
- d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.
 - e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

K. General Leave

1. General leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.
 - a. General leave will last for no more than sixty (60) calendar days.
 - b. Accrued time off must be exhausted before an employee is eligible to take general leave.
 - c. General Leave is not intended for seeking employment outside of the City.
2. Requests for general leave must be approved by the employee's department director and the human resources director
 - a. Request for general leave must be in writing and include the purpose, start, and end date of the general leave.
3. General leave is unpaid and not job protected
 - a. The department may post to fill the employee's position upon commencement of general leave.
 - b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.
 - c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.
4. While on general leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.
5. Vacation and Sick leave will not accrue while the employee is on general leave.

L. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the department director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday, whether the employee works 8 or 10 hours. Only full-time regular and/or probationary employees are eligible for bereavement leave. Part-time employees are not eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

3. Co-workers

At the discretion of the employee's department director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

4. Timekeeping

The employee (or employee's supervisor, if the employee is not available) shall enter the relationship to the person they are taking bereavement leave for in the timekeeping system when making the bereavement leave request. For example, a comment of "grandparent" would suffice.

5. Additional leave

In the event the employee's bereavement leave is exhausted in addition to other paid leave types such as vacation and sick leave, the employee may be granted General Leave as outlined in this policy.

M. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay (upon written request to the employees department director and submittal of appropriate documentation of military active duty orders), from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority on

active duty during training or duty with troops, field exercises, or instruction for a total period not to exceed the lesser of 30 working days or hours times shift based on the Federal government fiscal year in any two consecutive years.

N. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

- a. The distance to the work location would preclude timely reporting for the civic duty; or
- b. The employee cannot return to work at least one hour before the end of the work shift;
- c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

- a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.
- b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. Jury and Witness Compensation

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any compensation to the City Finance and Budget Department, except for mileage allowance.

O. Victim's Leave

1. Purpose and Eligibility

The City will allow employees, who are victims of crimes, to leave work to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §§ 8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Victims Leave

A request for victim's leave must be made to the immediate supervisor providing as much notice as practical. In making this request, the employee shall provide both of the following documents:

- a. A copy of the form provided to the employee by the law enforcement agency.
- b. A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

Leave records under this policy shall be maintained in a confidential manner. When using victim's leave, the eligible employee may use accrued sick leave, vacation, or time earned. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager. While there is no maximum amount of time allocated for the victim's leave, the City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

P. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a personnel or disciplinary hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

Q. Using Leave

All leave types are intended to allow employees to continue to receive compensation (when appropriate) for their normally scheduled hours during the FLSA work period. At no time shall the use of leave hours result in compensation in excess of the scheduled hours.

For example: A non-exempt 40 hour per week employee is sick on Monday and then works 35 hours the rest of the week. That employee would use five hours of sick leave during that week.

R. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 31 days after the first day of the month following the employee's first day of employment.

1. Medical Insurance

Employees hired in 30-40 hour positions are eligible to elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. Dental Insurance

Employees hired in 30-40 hour positions are eligible to elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

S. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

T. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statutes.

2. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

U. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.
2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

V. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.
2. The City may elect to contribute funds to employee's Deferred Compensation Plan

W. Health Savings Account (HSA)

1. General

Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help

individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

The City may elect to contribute funds to employee's HSA accounts.

X. Flexible Spending Arrangements (FSA)

1. General

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

- a. Employees may contribute to FSA accounts up to the limit set by the City.
- b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

EXHIBIT C
TO
RESOLUTION NO.1021-0322
[Chapter 7]
See following pages.

CHAPTER 7

Drug and Alcohol Policy

A. Provisions Covered by the Rules

These policies and procedures will apply to all positions, in all departments of the City of Avondale (the “City”) and to such positions in the exempt and temporary service as may be provided herein.

B. Drug and Alcohol Testing Policy

1. The City believes that substance abuse is a serious threat to the welfare of employees, citizens, and the public. To address this problem, the City has introduced this policy with respect to the use, possession, or sale of drugs and alcohol. The expectation of the drug and alcohol testing policy is to:
 - a. Maintain a safe, healthy, and productive working environment for its employees.
 - b. Ensure the good reputation of the City and its employees.
 - c. Reduce accidents, tardiness, absenteeism, and indifferent job performance.

C. Substance Abuse Policy

This policy requires all employees of the City to refrain from being involved in any way with illegal drugs or from abusing alcohol, on or off the job.

D. Grounds for Termination or Discipline

The following are grounds for discipline up to and including termination, even for a first offense.

1. Illegal Drug Use Prohibited

Illegal drug use includes possessing, using, purchasing, distributing, or selling illegal drugs, or reporting to work impaired by illegal drugs. Under this policy, “illegal drugs” include any drug or drug-like substance which:

- a. Is not legally obtainable.
- b. May be legally obtainable but has not been legally obtained.
- c. Is being used in a manner or for a purpose other than as prescribed.

2. Alcohol Use Prohibited

Alcohol use includes possessing, using, purchasing, distributing, or selling alcohol beverages at any time during the hours between the beginning and ending of the employee's workday, or reporting to work or working while impaired by alcohol in any way.

3. Recreational Marijuana and Marijuana-Based Product Use Prohibited

Use includes possessing, using, purchasing, distributing, or selling marijuana or marijuana-based products at any time during the hours between the beginning and ending of the employee's work day, or reporting to work or working while impaired by marijuana or marijuana-based products in any way.

4. Failure to Participate

- a. The following will be considered a failure to participate in the City's drug and alcohol testing policy:
 - 1) Failure to submit to drug or alcohol testing.
 - 2) Failure to immediately report for drug or alcohol testing when requested to do so.
 - 3) Refusal to sign all appropriate consent forms.
 - 4) Any other failure to cooperate to the City's complete satisfaction.

5. Use of Legal Drugs

- a. In recognition of privacy concerns, the City will not solicit information from an employee regarding medications that an employee may be taking absent an indication that the employee is impaired or poses a safety hazard. The exception to this section of the policy is Police Officers and Detention Officers.
- b. It is the responsibility of any employee who is taking any medication, including those sold without a prescription, which may interfere with the safe and effective performance of duties to notify their supervisor before beginning work.
 - 1) Disclosure of the specific medical condition or the specific medication to the supervisor is not required (it may ultimately be required to be made to City Human Resources or a City-contracted Physician).
 - 2) The employee shall provide documentation from the treating physician of any limitations this may impose on the employee.
 - 3) If the limitations are such that the employee cannot safely and effectively perform his/her job duties, the employee may be placed on sick leave and referred to the

Human Resources Department for discussion of reasonable accommodation.

- c. It is the employee's responsibility to advise the City when the employee is no longer using the medication in question.
- d. Any medical documentation shall be sent to City Human Resources for filing in the employee's confidential medical file.

E. Testing

1. Pre-Employment Drug Abuse Screening

The City will test all applicants who, as required by AZ Peace Officers Standards and Training Board and Federal/state law, receive an offer of employment prior to commencing employment, in an effort to detect individuals who currently use illegal drugs.

2. Reasonable Suspicion Testing

- a. The City will require an employee to submit to alcohol and/or drug testing when there is reasonable suspicion to believe that the employee is under the influence of illegal and legal drug or alcohol use.
- b. For purposes of this policy, "reasonable suspicion" will be based on specific observations concerning the appearance, behavior, speech or body odors of the employee, including, without limitation, slurred speech, red eyes, dilated pupils, incoherence, unsteadiness, unexplained carelessness or accidents, erratic behavior, inability to perform the job and other unexplained behavioral changes.
- c. These observations must be made by a supervisor or other City official who has been trained to recognize signs of alcohol and/or drug use.

3. Random Testing

- a. The following employees are subject to unannounced random screening for illegal drug use
 - 1) Certified police officers
 - 2) Police reserve officers
 - 3) Firefighters
 - 4) Firefighter reserve employees.
- b. See Section G.4.c of this policy for Department of Transportation (DOT) requirements.

4. Post-Accident

- a. Employees who have an at-fault accident with a City-owned vehicle must first notify the appropriate law enforcement agency and then their supervisors or department directors. All accidents, no matter how minor, require law enforcement notification so that a traffic report can be generated.
- b. Employees will be tested for drugs and alcohol following any at-fault accident involving a City vehicle.
- c. If fault cannot be determined, the employee will be drug and alcohol tested.
- d. While the City is waiting for the results of the drug test to be received, the employee shall be assigned work duties that do not involve driving or safety-sensitive equipment, such as a clerical/administrative position. If no position is available, the employee shall be placed on administrative-leave until the employee has been authorized to return to work by the Human Resources Department.

F. Consequences of Violating This Policy

1. An employee who tests positive, refuses to submit to drug or alcohol testing, refuses to sign all appropriate consent forms, or otherwise fails to participate in this policy to the City's complete satisfaction, may be subject to discipline up to, and including, immediate termination.
2. The appropriate level of discipline will be determined on a case-by-case basis at the City's discretion and may include treatment or rehabilitation under terms established by the City in consultation with a substance abuse professional.
3. This policy shall be construed in accordance with federal and state laws, including the Americans with Disabilities Act, the Family and Medical Leave Act, and the OMNIBUS Transportation Employee Testing Act of 1991.
4. Rehabilitation is the responsibility of the individual employee. An employee with a drug or alcohol abuse problem is encouraged to use whatever treatment or rehabilitative services are available under the City's group and health plan in effect at that time.
5. The City may not keep an employee in any particular job classification or position after the employee, either voluntarily or as a result of a positive drug test, seeks treatment or rehabilitation, unless otherwise required by law.

G. Federal Highway Administration Controlled Substances and Alcohol Use Testing Requirements

The United States Department of Transportation (DOT) has adopted mandatory rules which require employers to adopt and maintain substance abuse prevention programs, including drug and alcohol testing.

1. DOT Definitions

- a. ***Alcohol use*** means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.
- b. ***Controlled substances*** are marijuana, cocaine, opiates, amphetamines and phencyclidine.
- c. A ***commercial motor vehicle*** is any motor vehicle used to transport passengers or property if it has a gross vehicle or combination weight of 26,001 or more pounds, is designed to transport 16 or more passengers, including the driver, or is used to transport placarded hazardous materials.
- d. A ***driver*** is considered to be performing a safety sensitive function during any period in which he or she is doing any of the following with respect to a CMV; waiting to be dispatched, inspecting, servicing, conditioning, driving, loading or unloading (whether supervising, assisting or merely attending), repairing, obtaining assistance, waiting for held while the vehicle and all other time in or upon the vehicle.
- e. A ***refusal to submit to alcohol or controlled substance testing*** includes any of the following:
 - a. Failure to provide adequate breath for alcohol testing without a valid medical explanation.
 - b. Failure to provide an adequate urine sample for controlled substances testing without a genuine inability to provide such a sample.
 - c. Or any other conduct that obstructs the testing process.

2. Rules

These rules apply to every person who performs a safety sensitive function on a commercial motor vehicle (CMV) and is required to hold a commercial driver's license (CDL) to perform his or her job duties.

- a. All employees required to hold a CDL as part of their job with the City must always be immediately available to perform any safety sensitive function and must comply with these rules at all times while on duty.

- b. Any questions concerning the DOT drug and alcohol testing rules should be directed to the Human Resources Department.

3. Prohibitions

The City will not permit any driver to operate or continue to perform safety sensitive functions if he or she:

- a. Has an alcohol concentration of 0.04 or greater.
- b. Is using alcohol while performing any safety sensitive function.
- c. Has used alcohol within 4 hours of performing any safety sensitive function.
- d. Has used a controlled substance.
- e. Or has tested positive for any controlled substance.
- f. If a driver has an alcohol concentration of 0.02 – 0.039, he or she will not be allowed to perform any safety sensitive function for the City for at least 24 hours.
- g. The City also will not permit a driver to operate a commercial motor vehicle if the driver possesses alcohol or if the driver refuses to submit to required alcohol or controlled substance testing.

4. Required Testing

a. Pre-Employment Testing

- 1) The City will not permit any driver to perform safety sensitive functions unless that driver has received a controlled substances test result from the medical review officer (MRO) indicating a verified negative result.
- 2) The only exception to this rule is if the driver is excused from the pre-employment testing requirement pursuant to 49 CFR 381.301 (c).

b. Post-Accident Testing

- 1) As soon as practicable following an accident, the City will test each driver for alcohol and controlled substances if:
 - a) The driver was performing a safety sensitive function with respect to the vehicle, and the accident involved the loss of a human life.
 - b) Or the driver receives a citation for a moving traffic violation arising from the accident, and the accident resulted in bodily harm to any person requiring medical treatment away from scene of the accident.
 - c) Or there is disabling damages to any of the vehicles involved in the accident.

- 2) An alcohol test will be administered within 8 hours and a drug test will be administered within 32 hours of the accident. If these tests are not performed within these periods, the City will cease its testing efforts and prepare to record identifying the reason(s) why one or both of these tests were not administered.
- 3) A driver who is subject to post accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing.
- 4) A driver may not consume any alcohol for 8 hours following an accident, or until tested, whichever occurs first.
- 5) A driver must contact his or her supervisor immediately after an accident so that the need for alcohol and drug testing can be assessed and to ensure that the driver will be able to comply with the DOT rules.
- 6) Failure to report an accident involving a commercial motor vehicle may be grounds for disciplinary action.

c. Random Testing

The City uses a third-party vendor to randomly select a number of drivers each calendar year for drug and alcohol testing at an annual percentage rate determined by the Federal Motor Carriers Safety Association (FMCSA). ([49 CFR Part 40](#))

d. Reasonable Suspicion Testing

- 1) The City will require drivers to submit to alcohol and/or controlled substances testing when there is reasonable suspicion to believe that the driver has violated the DOT rules concerning alcohol use or controlled substances.
- 2) The request to undergo a reasonable suspicion test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the driver.
 - a) These observations may include indications of the chronic and withdrawal effects of controlled substances.
 - b) The chronic and withdrawal effects of controlled substances may not be the sole indicator for reasonable suspicion but may be used in conjunction with other indicators.
- 3) Reasonable suspicion testing is designed as a tool to identify affected drivers who, through alcohol or controlled substances misuse, may pose a danger to themselves and others in their performance of safety-sensitive functions.
 - a) Drivers may be at work in a condition that raises concern regarding their safety or productivity.

- b) A supervisor must then make a decision as to whether reasonable suspicion exists that a controlled substance and/or alcohol may be causing the behavior.
 - 4) These observations will be made by a supervisor or City official who has been trained to recognize signs of alcohol and/or controlled substance abuse.
 - 5) When the City reasonably believes a driver is impaired, that driver will not be allowed to perform any safety sensitive function until:
 - a) An alcohol test is administered, and the alcohol concentration is less than 0.02;
 - b) Or 24 hours have elapsed since the reasonable suspicion determination.
- e. Return to Duty Testing
 - 1) Before returning to duty requiring the performance of any safety sensitive function following alcohol-related conduct prohibited by the DOT rules, a driver must undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02.
 - 2) Before returning to duty requiring the performance of any safety sensitive function following controlled substances related conduct prohibited by the DOT rules, a driver must undergo return to duty-controlled substances testing with a result indicating a verified negative result for controlled substances.
- f. Follow Up Testing
 - 1) A driver who has been determined to need assistance in resolving problems associated with alcohol misuse and/or controlled substances is subject to unannounced follow up testing as directed by a substance abuse professional.
 - 2) There must be at least 6 follow up tests within the first 12 months after a driver returns to duty, follow up testing will not exceed 60 months from the date of the driver's return to duty.

Testing under paragraphs c, d, and f will occur while the driver is performing safety sensitive functions, or just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.

5. Testing Procedures

a. Controlled Substances

- 1) Precautions will be taken to ensure that a urine specimen is not adulterated or diluted during the collection procedure, and that information on the urine bottle and on the urine custody and control form identifies the driver from whom the specimen was collected.

- a) These precautions will include placing a bluing agent in toilets when possible, securing and monitoring water sources and positively identifying the driver as the employee selected for testing.
 - b) Additionally, drivers will be required to remove any outer garments and personal belongings (such as purses or briefcases) in which items may be concealed, and to wash and dry their hands prior to testing.
- 2) Under normal circumstances, the actual collection of the urine specimen will not be observed unless:
- a) The urine specimen falls outside the normal temperature range and the driver either declines to allow measurement of his or her body temperature or his or her oral body temperature varies by more than 1.8 degrees Fahrenheit from the specimen;
 - b) The driver's previous specimen did not register a normal measurement of specific gravity and creatinine;
 - c) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the specimen; or
 - d) The driver has previously been determined to have used a controlled substance and the particular test was being conducted under DOT agency regulation providing for follow up testing upon or after the driver's return to duty.
- 3) If the temperature of the specimen falls outside of the normal range, the assumption will be that it has been altered or substituted.
- a) The driver may volunteer to have his or her oral temperature taken to counter this presumption.
 - b) In all circumstances, the collection site person will inspect the specimen to determine if it has been contaminated and will note any unusual findings on the custody and control form.
 - c) All specimens suspected of being adulterated will still be forwarded for testing.
 - d) Whenever there is reason to believe that a specimen has been altered or substituted, a second observed specimen will be obtained from the driver as soon as possible.
- 4) Both the driver and the collection site person must be present when:
- a) The specimen is labeled;
 - b) The driver initials the label to confirm that it is his or her specimen;

- c) The collection site person enters the information to identify the specimen and
 - d) Signs the custody and control form;
 - e) The driver reads and signs the statement of the form certifying that the specimen is the one he or she provided; and
 - f) The driver signs a consent or release form if specified by DOT rules or is required by the collection site or laboratory.
- 5) The collection site person will note any refusal to cooperate with the testing process on the custody and control form and will notify the City.
 - 6) The City will use a “split sample” method of testing performed by laboratories certified under the HHS “Mandatory Guidelines for Federal Workplace Drug Testing Programs.”
 - a) If the initial screening test is positive, the driver may request that the MRO send the split specimen to another HHS certified laboratory to test for the presence of the drugs for which a positive result was initially obtained.
 - b) This request must be made within 72 hours of the driver’s notification of the test results.
 - 7) The MRO will review the final confirmed test results before they are transmitted to the City. However, the MRO will first contact a driver to discuss a confirmed positive test result.
 - a) If the MRO is unable to contact the driver directly, he or she will attempt to do so through a designated City official.
 - 8) The MRO may verify a test result as positive without communicating with the driver if:
 - a) The driver declines to discuss the test with the MRO;
 - b) More than 5 days pass since the time the designated City official informs the driver that he or she should contact the MRO; or
 - c) Other circumstances provided for in DOT agency rules.
 - 9) Following verification of a positive test result, the MRO will refer the case to the City’s Human Resources Department.
- b. Alcohol Testing
- 1) The City will conduct a screening test for alcohol use using either an evidentiary breath testing device (EBT) or a non-evidential screening device approved by the National Highway Traffic Safety Administration.

- a) If the screening test yields an alcohol concentration of 0.02 or greater, a confirmation test will be performed between 15 and 30 minutes after the first test using an EBT.
 - b) If the two tests yield different results, the confirmation test will be deemed to be the final result upon which any action is based.
- 2) The City will comply with the quality assurance plan and the manufacturer's instructions for each screening device used, and shall maintain records relating to the inspection, maintenance, compliance with the quality assurance plan, calibration and qualifications of individuals using each screening device.
- c. Handling of Test Results
 - 1) Test results will be kept confidential except as required by law or expressly authorized by the DOT rules.
 - 2) The City will notify driver applicants of pre-employment test results if the driver requests such results within 60 days of being notified of the disposition of his or her application.
 - 3) The City will notify a driver of the results of random, reasonable, suspicion, and post-accident test results verified as positive for controlled substances, and identify for the driver the controlled substances that were detected and verified.
- 6. Consequences for Engaging in Prohibited Conduct
 - a. A driver who engages in conduct prohibited under the DOT rules must be evaluated by a substance abuse professional who will determine what assistance, if any, the driver needs in resolving problems associated with alcohol or controlled substances use.
 - b. Additionally, the driver will not be allowed to perform any safety sensitive function for the City until meeting the requirements for referral, evaluation and treatment, and has taken and passed a return to duty test.

H. Drug Free Awareness Program

- 1. To educate employees about the dangers of substance abuse, the City has established a drug free awareness program along with the availability of counseling, and the City's policy regarding substance abuse.
- 2. The City has also established a training program for all Commercial Motor Vehicle operators and supervisory employees, which includes information on the effects and consequences of controlled substances and training to detect controlled substance abuse.

3. Treatment

- a. The City encourages employees with substance abuse problems to avail themselves of any available treatment or rehabilitative services available under the City's group health plan.
- b. Information regarding these services can be obtained from the Human Resources Department.

4. Discipline

- a. An employee who tests positive, refuses to submit to drug or alcohol testing, refuses to sign all appropriate consent forms, or otherwise fails to comply with this policy to the City's complete satisfaction may be subject to discipline up to, and including, immediate termination.
- b. The appropriate level of discipline will be determined on a case by case basis at the City's discretion and may include treatment or rehabilitation under terms established by the City.
- c. The City is entitled to rely on the results of its drug or alcohol test to determine whether the employee has violated the policy prohibiting drug or alcohol.

I. Other Laws

This policy will be construed in accordance with federal, state, and local laws, including the Americans with Disabilities Act the Family Medical Leave Act, and the OMNIBUS Transportation Employee Testing Act of 1991.

EXHIBIT D

TO

RESOLUTION NO. 1021-0322

[Chapter 11]

See following pages.

CHAPTER 11

Safety Policy

A. Policy

1. It is the policy of the City of Avondale (the “City”) to provide safe working conditions for its employees.
2. The HR Director is responsible for the administration of safety programs throughout the City under the direction of the City Manager.

B. General Employee Responsibilities

1. Each employee is responsible for being familiar with the emergency policies and procedures contained herein.
2. Each employee must know the location of first aid supplies and the automated external defibrillator (AED).
3. Each employee must observe traffic laws and regulations when driving or operating City vehicles and equipment (see AP 12 Vehicle Usage).
4. Each employee shall wear safety belts when operating City vehicles or equipment or when operating his/her personal vehicle while performing City business (see AP 12 Vehicle Usage).
5. Each employee is required to report to his/her immediate supervisor the use of medication that may impair his/her ability to drive or operate equipment (see Chapter 7 Drug and Alcohol Policy).
6. Each employee is strictly prohibited from driving or operating equipment while under the influence of alcohol or drugs (see Chapter 7 Drug and Alcohol Policy).
7. Employees are expected to follow good safety practices and are subject to disciplinary action for failure to do so.

C. Reporting Accidents and Injuries

1. Employees shall notify their immediate supervisors to report safety issues, injuries, and accidents as soon as possible after discovery of the safety issue, injury, or accident.

- a. If the employee's immediate supervisor is not available, he/she should report the issue or incident to the department director. The City will not tolerate any form of retaliation for such reporting.
2. All injuries or accidents need to be documented whether or not medical treatment is sought.
3. Once notified of an accident or injury, the supervisor or director will report immediately to Risk Management.
4. Injuries requiring only minor first-aid may be treated at the job site or department office.
5. Within twenty-four (24) hours of any accident or injury, the supervisor receiving the report of the accident or injury will file a report of incident/injury form with Risk Management for insurance purposes.
6. Employees who have an accident with a City-owned vehicle must first notify the appropriate law enforcement agency and then their supervisors or department directors.
7. All accidents, no matter how minor, require law enforcement notification so that a traffic report can be generated and may also require a post-accident drug test (see Chapter 7).
8. Employees will be tested for drugs and alcohol following any at fault accident involving a City vehicle.
 - a. If fault is undetermined, the employee will be tested for drugs and alcohol.
 - b. While the City is waiting for the results of the drug test to be received, the employee shall be assigned work duties that do not involve driving or safety-sensitive equipment, such as a clerical/administrative position.
 - c. If no position is available, the employee shall be placed on administrative-leave until the employee has been authorized to return to work by the Human Resources Department.

D. Workplace Violence Policy

1. Purpose

The City and its employees have a mutual obligation to ensure a safe and healthy work environment. The purpose of this policy is to provide guidance and direction to all personnel regarding workplace violence issues. Any questions regarding this matter should be directed to Risk Management.

2. Definitions

- a. Workplace – Any location where an employee is working or conducting business for the City.
- b. Threatening Behavior – Any intimidating or bullying type of behavior, verbal or nonverbal, that would cause a reasonable person to feel physically in danger.
- c. Harassment – Where one or more employees engage in a pattern of behavior to annoy, pester, tease, torment or disturb another employee in a manner that prevents the targeted employee from being able to effectively perform his/her duties at work. In severe cases isolated incidents of this behavior may be considered harassment.

3. Policy

a. Zero Tolerance

- 1) Violence or the threat of violence by or against any City employee is unacceptable and will not be tolerated.
- 2) The City will take any steps deemed necessary to protect its workforce from violence. An employee who commits or encourages violence in the workplace will be subject to serious disciplinary action, up to and including termination.
- 3) The City will fully cooperate with the efforts of law enforcement personnel to prosecute anyone who subjects employees to violent acts or threats of violence.

b. Reporting

- 1) It is the mutual obligation of all City employees to prevent violent behavior and threats of violent behavior.
- 2) All threats, harassment and violent acts that may impact the workplace, whether by co-workers or individuals not employed by the City, must be promptly reported to an employee's immediate supervisor or, if the immediate supervisor is unavailable, to the employee's department director.
- 3) Employees acting in good faith who report violent behavior, threats of violent behavior or harassment will not be subject to retaliation or harassment based upon their report. If there is uncertainty as to whether a situation constitutes violent or threatening behavior, the employee is encouraged to discuss the matter with his/her immediate supervisor or department director.

- 4) Employees must take all threats and violent behaviors seriously, whether directed at the employee or another, and have a duty to report them.
- 5) Supervisors, managers and directors shall monitor their workplace and report all threats and violent behaviors immediately to the HR Director, regardless of whether the person engaged in the behavior is a direct subordinate or no complaint has been made.
- 6) The first response to serious violence should be to call 911.
- 7) Failing to report violent acts or threatening behavior can be a serious offense and may result in discipline, up to and including termination.

c. Weapons

- 1) Except for sworn police officers and detention officers, the possession, use or threat of use of any weapon, including all firearms and other objects, which could be used as weapons likely to cause serious injury, is prohibited in the workplace and within any City property, including City vehicles.
- 2) An employee found with an unauthorized weapon on City property shall be subject to disciplinary action, up to and including termination.
- 3) Employees who feel they have a special need for added personal safety should contact the HR Director. The HR Director should consult with the Chief of Police to determine if additional measures for safety are necessary (see AP 26 Gun Lockers).

d. Risk Reduction Efforts

- 1) The City strives to use the following management tools in an attempt to reduce the risk of violence in the workplace:
 - a) Prompt reporting is required of any and all threatening and violent behavior.
 - b) Probationary periods and performance evaluations.
 - c) Discipline policy.
 - d) New hire training.
 - e) Educational efforts provided through the employee newsletter, the HR Department and division staff meetings.

- f) Background checks.

4. Addressing Workplace Violence

a. Employee Response to Violence in the Workplace

1) Actual or Potential Confrontation

Violence in the workplace may occur as a result of poor relations among co-workers or with supervisors, negative contact with the public or from personal disputes with family members or neighbors. When faced with an actual or potential confrontation, employees should:

- a) Be alert, calm and respectful in order to diffuse a situation;
- b) Have an agreed-upon danger signal to alert co-workers in your work area to trouble; and
- c) Be observant and listen to the person. This will serve the purpose of potentially defusing the situation and will make it more likely that employees will remember details when reporting the incident.

2) Emergency Situations

The first response to serious violence should be to call 911. Be prepared to calmly state your exact location, your name and the specific nature of the problem. As soon as practicable, contact your supervisor, who then will inform the department director and the HR Director.

3) Non-Emergency Situations

Individuals involved should be separated if separation can be accomplished safely. The supervisor will notify the department director and the HR Director of the situation and report the action taken. The department director and the HR Director should be advised promptly about the confrontation or altercation and will determine further action.

4) Court Orders

If an employee obtains a restraining order or an order of protection from a court due to an off-the-job situation, and the order includes the workplace, the employee is required to inform the Human Resources Department of the issuance of such a court order and provide a description of the individual cited in the order. The Human Resources Department will notify the employee's Department Director and

will decide the appropriate steps to take and further notifications required to protect the workplace.

b. Supervisor Response to Violence in the Workplace

Supervisor/director personnel shall take the following action upon receiving a report of an actual or potential workplace violence or harassment situation and immediately advise the Human Resources Department:

c. Initial Response

- 1) Immediately evaluate the severity of the situation.
- 2) If the situation appears urgent or criminal in nature, contact the police department immediately.

d. Investigation

The HR Department will initiate a prompt and thorough investigation of all reported violence or threats of violence. If the alleged perpetrator is a City employee, he or she may be questioned and/or put on administrative leave pending the investigation. At any time, the police department may be contacted and may be present during questioning.

e. Search

All City property, including work areas, offices, lockers, file cabinets, desks, vehicles or other City property, is subject to a search. These areas are not considered personal or private. No personal locks will be allowed to secure any City property (i.e., tool boxes, lockers, desks, etc.). All locks are subject to removal by the City. The City shall supply a City-owned lock for any area the employee and his or her supervisor deem appropriate to maintain in a secured manner. No search pursuant to this policy should be made of the employee's person or of close personal items, such as handbags, briefcases or private automobiles, without the consent of the employee. Should such a search be desired and consent refused, law enforcement will be consulted.

f. Alternatives

- 1) Depending upon the nature or severity of the violent threat, act or harassment, the department director or the HR Director may take or recommend any of the following specific actions:

- a) Contact the police department for assistance.

- b) Place the employee on administrative leave pending an investigation.
- c) Refer an employee for counseling through the employee assistance program.
- d) Notify other employees to be alert.
- e) Obtain an injunction or restraining order.
- f) Pursue criminal charges against the individual.
- g) Provide additional security at the workplace as needed.
- h) Take other measures as deemed appropriate.

2) Privacy/Confidentiality

Disclosure of violent acts or threats and the identity of the employee will be limited to those who have a need to know. However, if the threat is directed at a number of individuals or is directed at the entire workforce, the City's need to maintain a safe work environment for its employees will outweigh the person's expectation of privacy, confidentiality or protection of their reputation.

3) Critical Incident Debriefing

The City recognizes that the trauma and stress created by a violent incident can affect many individuals such as witnesses, victims and bystanders. Often, professional intervention is needed after an incident. Should this happen, the HR Department will make arrangements with the employee assistance program to conduct stress intervention. The HR Director will conduct debriefing sessions before employees are permitted to leave the workplace for the day. Attendance at the debriefing session will most often be mandatory for all those involved in the incident. The contents of any debriefing or stress-related sessions shall be treated as confidential. An employee's attendance/participation in such a session shall not be the subject of any documentation maintained in the employee's personal file.

E. Emergency Evacuation

1. Employees are required to evacuate from the building immediately when an emergency alarm is sounded. To assist in the evacuation of buildings, employees are responsible for the following:
2. Knowing how to activate the fire alarm or designated evacuation signal for their building.
3. Knowing two evacuation routes from their area and safe areas once outside the building.

4. Being able to assist visitors and others in the building that are unfamiliar with evacuation procedures and exit routes, including designated safe areas in the buildings where persons who would have difficulty evacuating the building may await rescue.
5. No employee shall re-enter an evacuated building unless specifically authorized by the incident commander or the “all clear” is given.
6. Each employee is responsible for reviewing the emergency evacuation procedure.

F. Exposure Control Plan

1. This Exposure Control Plan is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with the Occupational Safety and Health Act. This plan applies to all affected departments except for the fire department and the police department. Fire department employees shall follow the department’s infectious control plan that includes bloodborne pathogens. The police department employees shall follow the department’s exposure control plan.
 - a. Any employee at risk of an occupational exposure will be offered, at no cost to the employee, the Hepatitis B Vaccination Series. This vaccination series consists of three shots administered at zero, one and six-month intervals.
 - b. Employees may decline to receive the Hepatitis B Vaccination Series but may receive them at a later date. Employees must sign a declination form if they decline the series.
 - c. Exposure control training will be conducted annually for areas that have employees at risk for exposure and every two years for other employees.
 - d. All personal protective equipment shall be provided to employees by the City at no cost to the employee.
 - e. In the event of an exposure, the employee must report the exposure immediately and complete the supervisor’s report, report of significant work exposure to bodily fluids and the addendum to the Industrial Commission of Arizona report of significant work exposure to bodily fluids.
 - f. Each employee is responsible for reviewing the Exposure Control Plan and must acknowledge that the Exposure Control Plan materials have been received.

G. Personal Protective Equipment (PPE) (See also HS00-12)

1. All employees that have work situations that expose them to potentially hazardous conditions must wear the following personal protective equipment:

- a. Employees are required to use eye and/or face protection when exposed to hazards from flying particles, liquid chemicals, acid or caustic liquids, chemical gases, vapors, potentially damaging light radiation and at all times when in the field, around construction and maintenance projects/sites.
 - b. Employees are required to wear hard hats where there is a potential for injury to the head from the impact of flying, falling, moving or propelled objects or from electrical shocks or burns.
 - c. Employees are required to wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards.
 - d. Hand protection shall be worn when hands are exposed to hazards such as those from skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns and harmful temperature extremes.
2. When PPE is required to perform job tasks safely, supervisors are responsible for enforcing these requirements. If injury occurs and an employee did not wear PPE in a situation where an employee should be reasonably expected to wear PPE, that employee may be disciplined for violating this policy in accordance with the City's Policy and Procedures Manual. Employees who refuse to wear PPE or are not consistent in its use will be disciplined in accordance with the City's Policies and Procedures Manual. Each employee is responsible for reviewing the Personal Protective Equipment Procedures. Each employee shall acknowledge that the Personal Protective Equipment Procedures have been received.

H. Occupational Safety and Health Act Readiness Plan

1. The Occupational Safety and Health Act (OSHA) was enacted by the U.S. Congress to ensure, as far as possible, safe and healthful working conditions. This is the purpose with which the City fully agrees and maintains for the health and safety of our employees. It is important that each facility understand the principle features of the Act and the following responsibilities:
 - a. Whenever there is an occupational death or one or more employees are hospitalized, Risk Management will notify OSHA.
 - b. The OSHA Compliance Officer may inspect pre-determined areas to ensure City compliance with OSHA regulations.
 - c. If the OSHA Compliance Officer (the "CO") arrives during an off-shift time period or a weekend, the CO will be instructed to return during regular business hours.

- d. Risk Management will greet the CO and verify identification.
- e. Each department should determine an inspection route to meet the CO's inspection objectives. Do not walk through areas that are not part of the inspection.
- f. Every document request will be made through Risk Management. Refer all CO document requests to Risk Management.
- g. Employees are to be courteous and answer questions factually when asked by the CO. Employees should not give opinions or speculate.
- h. Each employee is responsible for reviewing the OSHA Readiness Plan. Each employee shall acknowledge that the OSHA Readiness Plan has been received.

**ADDENDUM TO
SOUTHWEST VALLEY CHAMBER OF COMMERCE PLATINUM MEMBERSHIP
BETWEEN
SOUTHWEST VALLEY CHAMBER OF COMMERCE INC.
AND
THE CITY OF AVONDALE**

This ADDENDUM (“Addendum”) as date signed below, modifies the Southwest Valley Chamber of Commerce Platinum Membership and incorporates the membership package (the “membership package”), entered into between **SOUTHWEST VALLEY CHAMBER OF COMMERCE INC.**, an Arizona nonprofit corporation (“Southwest Valley Chamber”), and the City of Avondale, an Arizona municipal corporation (“City”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The following provisions modify, replace or delete sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified, replaced or deleted by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

RECITALS

A. Southwest Valley Chamber is a regional member-supported, nonprofit organization serving the businesses in the Cities of Avondale, Goodyear, Litchfield Park, and Tolleson. The Southwest Valley Chamber serves as the central resource of a strong and collaborative business community by advancing economic growth, cultivating a vibrant business environment, and facilitating Members’ success while helping to maintain our high quality of life, and preparing a proud legacy for future generations. A copy of the Membership Package is attached hereto as Exhibit A.

B. Pursuant to Section AP 23.2201 of the City’s Procurement Policy, the City may select and procure membership without competition select certain.

C. The City desires to enter into an Agreement with the Southwest Valley Chamber to provide services described in the membership package.

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 acknowledge, the City and the Southwest Valley Chamber hereby agree as follows:

1. **Term of Agreement.**

1.1 Initial Term. This Agreement shall be effective on April 1, 2022 and shall remain in full force and effect until June 30, 2022 (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 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, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Southwest Valley Chamber 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 Southwest Valley Chamber’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 Southwest Valley Chamber, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Southwest Valley Chamber 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 claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Membership Period: The standard member ship period is 12 months, starts on July 1st and ends on June 30th following year.

3. Membership Fee: In the event that the Membership Commencement Date is not on 1st of the July, membership fee remitted on the Commencement Date shall be prorated based on a 12-month period.

3.1 Membership Fee: \$50,000 per fiscal year, from July 1st through June 30 the following year.

3.2 Initial Term: \$12,500 prorated based on \$50,000 for April, May, June 2022.

3.2 Renewal Term: \$50,000.00 for each renewal term per membership period.

4. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. 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 or agent 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.

5. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Southwest Valley Chamber 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). Southwest Valley Chamber's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of Southwest Valley Chamber and its subcontractors who work on this Agreement to ensure that Southwest Valley Chamber and its subcontractors are complying with the above-mentioned warranty.

6. 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.

7. 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 Southwest Valley Chamber 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. Southwest Valley Chamber 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.

8. Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, 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.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, this Addendum shall govern. 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.

10. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

11. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or

certified, return receipt requested, to the address set forth below or (iii) 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: Cherlene Penilla, Acting City Manager

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

If to **SOUTHWEST VALLEY CHAMBER OF COMMERCE INC.**
289 N. Litchfield Road
Goodyear, AZ 85338
Attn: Jeffrey Campos
Email: info@southwestvalleychamber.org
Phone: 623-932-2260

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[SIGNATURES ON FOLLOWING PAGES]

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

“Southwest Valley Chamber”

SOUTHWEST VALLEY CHAMBER OF COMMERCE INC.,
an Arizona nonprofit corporation

 MST)

Name: Jeffrey Campos

Title: President & CEO

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla, Acting City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

EXHIBIT A
TO
ADDENDUM TO
SOUTHWEST VALLEY CHAMBER OF COMMERCE PLATINUM MEMBERSHIP
BETWEEN
SOUTHWEST VALLEY CHAMBER OF COMMERCE INC.
AND
THE CITY OF AVONDALE

[Membership Package]

See following pages.

Southwest Valley Chamber of Commerce is a regional member-supported, nonprofit organization serving the businesses in the Cities of Avondale, Goodyear, Litchfield Park, and Tolleson. The Southwest Valley Chamber serves as the central resource of a strong and collaborative business community by advancing economic growth, cultivating a vibrant business environment, and facilitating our members' success.

PLATINUM MEMBERSHIP

Platinum Membership Includes:

- i. The Mayor's Designee to the Board of Directors and have an advisory role on the Chamber's Executive Committee as well as a voting position on the Board of Directors.
- ii. Member of the Leadership Circle, designed to incorporate the important work and effect change on the Chamber and the community. The Leadership Circle has representation from the top membership investment levels of the chamber composed of corporations, large businesses, city leadership, education institutions, public entities, and hospitals to name a few.
- iii. Support of the City's Economic Development, Destination and Marketing Organization, and conference and Visitor Center by displaying and distributing Discover Avondale and Avondale EDGE materials in the Chamber offices. In addition, the chamber will coordinate with Discover Avondale to promote leasing the city's conference space for events and meetings.
- iv. Participate in the planning of an Annual Small Business Summit in conjunction with Avondale and other member communities. If this event is canceled for any reason the Chamber will provide alternative marketing services of equal or greater value to the City within the timeframe of the contract.
- v. The Chamber will partner with the City of Avondale on at least two events annually
- vi. The Chamber will host one member networking event per quarter at the city's Conference Center, or other approved city venue. (Chamber will coordinate with city regarding agenda, speakers, topics, etc.)
- vii. Respond to all public requests from residents, visitors, tourists, and new and existing businesses for Avondale Information. Keep an accurate record of number of requests from residents, visitors, and tourists.
- viii. Discover Avondale and Avondale EDGE Logos prominently featured and titled on the Chamber website and all event banners/materials. Hyperlink to the Avondale Economic Development and other websites as specified by the City of Avondale, on the Southwest Valley Chamber website. For example, www.AvondaleEDGE.com.
- ix. Provide a link to the Avondale Economic Development and other websites as specified by

the City of Avondale, on the Southwest Valley Chamber website. For example, www.AvondaleEDGE.com.

- x. Company logo in weekly eNewsletter, Ad in the Chamber email: two 350x260px ads and company logo on a special display inside Chamber office.
- xi. Chamber will provide quarterly activity reports as well as a comprehensive year-end report. The chamber will also prepare a short presentation to accompany the year-end report which the Chamber may be asked to present to Avondale City Council or other Stakeholder groups.
- xii. Reports and presentation shall include, but are not limited to,
 - a. A summary of how each item included in the statement of work was completed, and up-to date report of all City of Avondale businesses that are current members as well as a report identifying new City of Avondale businesses that have chosen to become members during the previous Fiscal year.
 - b. The Year End report should provide information on goals the Chamber is set to achieve over the next Year and how those efforts directly impact the City of Avondale and its business community.

SPONSOR – SIGNATURE EVENTS

- i. Presenting Sponsor at the Annual Membership Meeting which includes:
 - a. Include logo at the event and mentions throughout the breakfast
 - b. Logo on chamber home page with Company Link
 - c. Include logo as Presenting Sponsor in all promotional materials, website, and social media
 - d. 20 tickets to the event and opportunity to distribute marketing material
 - e. Marketing and media outreach of the event
 - f. Give welcome remarks to attendees and company overview
- ii. Presenting Sponsor at the Southwest Valley Awards Gala (SWAGGIES), which includes:
 - a. Premier Dinner Seating for 16 (2 Tables of 8)
 - b. Company representative to deliver welcome remarks during dinner program
 - c. Presentation of an Award of your choice
 - d. Logo placement in event ads on chamber website homepage and in chamber eNewsletter
 - e. Sponsor banner rotating on chamber website homepage and Events Calendar
 - f. Sponsor banner in chamber eNewsletter

- g. Presenting logo placement in invitation to membership & network
- h. Presenting logo placement in event emails to membership & network
- i. Presenting logo placement in event signage, program, video roll and You Tube recap video
- j. Wine service at table and two drink tickets per guest
- k. Special Gift presented to you at event and gifts for your guests
- iii. Supporting Sponsor at Legislative Forum which includes
 - a. Logo placement at event, invite, video roll, and social media promotions
 - b. 4 Tickets to Forum
- iv. Southwest Valley Chamber shall host a suite at the November and March NASCAR Championship Race, the City will receive first right of refusal as "Premier Sponsor".
- v. Southwest Valley Chamber will work in partnership with the City's Economic Development to present ribbon cutting, groundbreaking, and grand opening events for Avondale businesses.

INVESTMENT

ANNUAL \$50,000.00

CITY COUNCIL REPORT

SUBJECT: Memorandum of Understanding (MOU) with the Avondale Professional Firefighters Association (APFA) Local 3924

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager, (623) 333-1014

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

PURPOSE:

City Council will consider a request to approve the Memorandum of Understanding with the Avondale Professional Firefighters Association Local 3924 which will be effective July 1, 2022 through June 30, 2024 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Negotiations over modifications to the Memorandum of Understanding (MOU) with the Avondale Professional Firefighters Association (APFA) have concluded. A team comprised of City Management and representatives of the Association have come to consensus on a number of items following a series of meetings moderated by Federal Mediation & Conciliation Service (FMCS) Commissioner Dennis Teel which took place weekly from December 2021 through February 2022.

Prior to the beginning of negotiations, the City conducts a market analysis to review how City of Avondale pay and benefits compare to other jurisdictions in Arizona. In addition, the Association conducts its own research and analysis. The adjustments to pay and benefits will advance the position of our firefighters, engineers and captains within the market and also address many concerns of both Management and the Association.

DISCUSSION:

Following is a high-level summary of the items agreed upon by the City management and the labor negotiations team. The MOU is attached.

Section	Item	Brief Description
NEW	Definitions Section	Adds a definitions section defining the term "AWR," creates a provision for the use of gender-neutral language, and refers all undefined terms to City policy.
1.2	Rights of represented	Allows unrepresented employees to decline association

	employees	representation if desired and requires the APFA to work with Human Resources to ensure that members are signed up for the Post-Employment Health Plan (PEHP) within the required timeframe.
4.1	Base rate of pay	Increases the base rate of pay and provides a step increase for all firefighters, fire engineers, and fire captains.
4.3	Specialty pay	Increases paramedic specialty pay from \$2.40/hour to \$2.50/hour as of July 1, 2022; \$2.60 as of July 1, 2023.
4.4	Bilingual pay	Adjusts the bilingual stipend to be paid hourly at a rate of \$0.95/hour and moves MOU Section 4.4 (Stipend) under MOU Section 4.3 (Specialty Pay).
5.1	Absent with Relief (AWR)	Caps the number of AWR's to 60 per APFA member per fiscal year.
8.5	Vacation sell back	Caps the number of vacation sell back hours to 375 per APFA member per fiscal year, and sets the timeframe for vacation sell back to occur once annually by the second pay period in December.
10.1	Uniform allowance	Adjusts uniform allowance to be paid twice annually at a rate of \$500 by the second pay period in July and by the second pay period in December.
11.1	Purpose governance committee	and Requires Labor/Management Committee to operate from of the Avondale Fire & Medical Labor/Management Process" DRAFT document that was revised on 11/12/19 until a mutual agreement is reached between the APFA and the Fire Chief to revise the DRAFT version.
NEW	Productivity pay	Adds a new section to the MOU establishing productivity pay starting after 10 years of service has been accrued by an APFA member to be paid by the second pay period in December each year.

BUDGET IMPACT:

The estimated budget impact is \$494,000 for Fiscal Year 2023 and \$908,000 for Fiscal Year 2024 for a total of \$1.4 million.

RECOMMENDATION:

Recommend that the City Council approve the Memorandum of Understanding (MOU) with Avondale Professional Firefighters Association Local 3924.

Contact person for document distribution: Tracy Stevens; Torin Sadow

MEMORANDUM OF UNDERSTANDING

JULY 2022 THROUGH JUNE 2024



CITY OF AVONDALE

AND

AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL 3924

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PREAMBLE

This Memorandum of Understanding is entered into between the City of Avondale ("City") and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 ("Association" or "Employee Organization").

WHEREAS: the parties, through their designated representatives met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding the full and entire understanding of the parties mutual agreement concerning wages and hours as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

WHEREAS: the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between Avondale and its employees; and

WHEREAS: the parties hereby acknowledge that the provisions of the Memorandum are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statutes of the State of Arizona, code or ordinance of Avondale:

NOW THEREFORE, Avondale and the Employee Organization having reached this complete agreement concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this Memorandum to the Mayor and the City Council of Avondale with their joint recommendation that the body adopt its terms.

DEFINITIONS

1. Absent with Relief (AWR")

"Absent with Relief" (AWR's/shift trades) is the practice of individual member's working another individual member's scheduled shift. Absence with Relief (AWR's/shift trades) allows additional employees off without creating overtime. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. [29 U.S.C. §207\(p\)\(3\)](#).

The city is not responsible for AWR repayment or any disputes that arise between individual members. The Employee Organization also agrees not to adopt any policy that provides an employee with any undue compensation that may be considered a gift of City funds.

Utilization of AWR's should in no way effect the member's obligation for maintaining required certifications, attend necessary department training or affect the member's ability to maintain a skill level competency needed for performance of their assigned duties.

2. Gender:

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would so apply.

**Terms referenced and not defined in the MOU will adhere to City policy.*

ARTICLE 1 RIGHTS OF EMPLOYEES AND EMPLOYEE ORGANIZATION

Section 1.1 Recognition & Employee Organization Rights

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Employee Organization as the official and exclusive representative for the purpose of "Meet and Confer" and with respect to wages and hours as defined by the Ordinance, for all employees who are represented by the Employee Organization as described below:

Fire Employee Group - All full-time sworn regular, non-probationary, City firefighters, and all classifications up to and including the rank of Captain will be referred to as unit members.

- B. Employee representatives will be released from duty with full pay to participate with the City Management Team with prior notification to their supervisor.

- C. Employee representatives who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for any purpose, including computing overtime and compensatory time.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance and this Memorandum for the term of the Memorandum.
- B. The Employee Organization shall represent all of the employees in the unit fairly and equally without regard to whether or not an employee is a member of the Employee Organization. An unrepresented employee can object to **or decline Association** ~~Union~~ representation if he or she desires.
- C. **The Union will communicate with Human Resources to ensure that members are signed up for the PEHP prior to the member's first paycheck following the completion of original probation.**

Section 1.3 Membership Dues Deductions

- A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this Memorandum of Understanding to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.
- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend union payroll deductions by written authorization at any time during the term of the Memorandum of Understanding. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.

Article 2 Management Rights

Section 2.1 Management Rights

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this Memorandum for the term of the memorandum. The provisions in the Ordinance dealing with management rights are reincorporated fully here by reference.

ARTICLE 3
PROHIBITION OF STRIKES AND WORK INTERRUPTIONS

Section 3.1 No Strike, No Lock-Out

Strikes, lock outs and related employment actions as defined in the Ordinance are prohibited and shall be subject to discipline as specified in the Ordinance.

ARTICLE 4
EMPLOYEE COMPENSATION & HOURS OF WORK

Section 4.1 Base Rate of Pay

- A. The positions represented by this Memorandum of Understanding are Firefighter, Fire Engineer and Fire Captain. The Attachment lists the hourly base rate of pay, excluding any specialty pay and stipends, for each step and for each of the positions covered by this agreement.
- B. Completing Original Probation, Promotional Placement and Progression through the Steps
- a. Upon successful completion of original probationary period (their performance review Meets Standards) the unit member will receive a merit increase to step two on the first full pay period following the completion of original probation.
 - b. Lateral unrepresented probationary hires that are on original probation as of July 1 of the new fiscal year will be placed in the plan in accordance with their negotiated base rate of pay at the time of hire. Upon successful completion of their original probationary period (their performance review Meets Standards) the employee will receive a one-step merit increase on the first pay period following completion of probation.
 - c. When represented members are promoted they will be placed in the nearest step in the new position without loss plus one step, if necessary, to receive a minimum of a 4% increase. Upon successful completion of probation, said employee will receive a one-step merit increase in accordance with the values of the step system table.
 - d. For Fiscal Year 2023 and Fiscal year 2024, the wage plan represented in ~~the~~ Attachment A will be followed. Represented employees will be eligible for a one step merit increase effective in the first pay period of the new fiscal year provided their performance rating is satisfactory ("meets standards") and funding is available and authorized by the City Council.
 - e. For Fiscal year 2023 and Fiscal year 2024, the following wage plan will be followed:
 - The proposal reflects a total of 6.25% from a step increase and market adjustment for FY 23 and FY 24 per step for firefighters 1-7, and a 2.75% increase at step 8. Moving from step 7 to step 8, a firefighter would receive a 6.75% increase.

- The proposal reflects a total of 5.5% from a step increase and market adjustment for FY 23 and FY 24 per step for steps 1-3, and a 1.5% increase for step 4 for Fire Engineers.
- The proposal reflects a total of 5.5% from a step increase and market adjustment for FY 23 and FY 24 per step for steps 1-3, and a 1.5% increase for step 4 for Fire Captains.

- C. While the Avondale Professional Firefighters Association (APFA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member's years of service.
- D. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members within the base wage rate plan.

Section 4.2 Regular Hourly Rate

A unit member's base pay plus any specialty pay that may apply and is the rate used for the purpose of computing overtime, pension contributions, and short-term disability as required by law.

Section 4.3 Specialty Pay

Unit members who are specially certified to perform special skills in their job, such as paramedic and technical rescue, are compensated as follows:

Paramedic

~~\$2.40 per hour~~

July 1, 2022	July 1, 2023
\$2.50	\$2.60

Technical Rescue

\$1.00 per hour

~~Section 4.4 Stipend~~

Bi-Lingual Level III Pay: ~~\$230 per month paid over 26 pay periods (bi-weekly) except in a Leap Year~~ Bilingual pay to be paid hourly at a rate of \$0.95 per hour.

~~Section 4.5~~

~~Section removed.~~

Section 4.6 Set Work Schedule

City Government reserves the right to establish work periods for sworn firefighters. The City has established a 14-day work period for unit members working 24 or 48 hours shifts commonly called a 56-hour work week. The set schedule of duty hours for unit members consists of rotating 48 hours on duty and 96 off duty, resulting in three different work periods which consists of 96 hours for period 1, 120 hours for period 2, and 120 hours for period 3.

Section 4.7 Overtime

Overtime calculations will be determined based upon the set schedule for the 14-day work period. The Fair Labor Standards Act (FLSA) guarantees that unit members working the 24 or 48 hour shift arrangement described above will be compensated at 1.5 times their Regular Hourly Rate of pay for regularly scheduled hours worked over 106 hours.

Vacation, Sick Leave, Short Term Disability Leave, Military Leave, Civic Duty and Bereavement Leave hours taken in a 14-day work period shall not count as hours worked for the purposes of overtime except when the hours taken are needed to fulfill the employee's 120 hour work period.

The special work periods and overtime rules are only for employees who meet the statutory definition of "employees in fire protection activities", who are trained in fire suppression, have the legal authority and responsibility to engage in fire suppression and are employed by the City's fire department.

On 01/01/2021- 06/30/2022 A pilot program will be implemented allowing unit members to receive overtime pay for hours worked during a 96 hour schedule. The budgeted amount for the overtime pay shall be capped at \$25,000 for the first six months (01/01/2021-06/30/2021) and \$50,000 for the following twelve months (07/01/2021- 06/30/2022). The total amount for this pilot program for the 18-month period (01/01/2021- 06/30/2022) shall not exceed the \$75,000 for the duration of this MOU. The viability of continuing to pay overtime during the 96-hour schedule will be revisited in the next MOU.

Section 4.8 Call-Back

- A. Definition: "Callback" means when a unit member has left the work site and is requested to respond, (either by returning to work or via telephone/computer) to a work situation to:
 - a. Avoid significant service disruption;
 - b. Avoid placing employees or the public in unsafe situations;
 - c. Protect and/or provide emergency services to people, property and/or equipment;
 - d. Respond to emergencies;
 - e. For administrative purposes.
- B. Callback Pay Rate
 - a. When a unit member is called back to work after employee has completed the employee's regular work schedule and has left the premises or post of duty, the unit member shall be paid for time actually worked upon return or a minimum of two (2) hours at their regular or base rate of pay, whichever is greater.

Section 4.9 Move-Up Pay

A unit member will receive additional compensation for working a minimum of 12 hours to fill a position of a higher rank. To be eligible for Move-Up positions and Move-Up_Pay, the member must have successfully completed the department's Move-Up requirements within department policy_for the position and maintain certification by completing the required continuing training requirements. The unit member will be paid an additional amount of their regular hourly rate of pay for time spent in a Move-Up capacity in accordance with the chart below.

Move up pay percentage of increase to hourly rate will be determined by the member's rank and the position they are filling, according to the following table:

Rank	Assignment	Increase
Firefighter	Engineer	5%
Firefighter	Captain	10%
Engineer	Captain	5%
Captain	Battalion Chief	5%

If any unit member is placed on administrative leave or medical leave while in a Move-Up Pay capacity, the unit member shall not receive the Move-Up Pay until they are approved to return to full-duty status and resume the duties of the assigned position, if a need still remains.

Section 4.10 56 to 40-Hour Positions

A unit member assigned to a 40-hour position for one year or less will not have his or her leave accruals adjusted and will not be granted a Holiday Bank. Vacation and sick leave accruals will remain at the 56 hour accrual rate, which includes holiday leave. This unit member will be treated as if he or she was still on the 56 hour schedule. Vacation and sick leave will be charged using the 1.4 conversion (1.4 hours charged for each 1.0 hour used).

A unit member assigned to a 40-hour position for more than one year will be assigned an appropriate Holiday Bank. The unit member's vacation and sick leave accrual rates will be adjusted to the 40-hour rates, and usage will be charged as actual hours used. Unit members leave balances will not be adjusted during moves to and from 40-hour positions.

A unit member assigned to a 40-hour position will have their pay adjusted according to the conversion formula described below:

56 to 40 hour conversion factor:

1. 56 base hourly rate minus any specialty pay (if applicable)
2. Base hourly rate X conversion factor of 1.4375
3. Add back in assignment differential pay {10% BLS or 12% ALS}
4. Add back \$1.00 for TRT pay if applicable
5. Add back in adjustment for paramedic pay if applicable of \$2.40

40 to 56 hour conversion factor:

The conversion of 40 to 56 hour will be accomplished by placing the unit member in their appropriate step and restoring their specialty pays and 56-hour leave accrual rates.

Section 4.11 On Call Status

- A. A 40 hour employee on call-out status will be compensated at two {2} dollars per hour. These hours begin after the completion of the employee's scheduled workday and continue until resuming work the following workday.

- a. **Reporting Pay**
If a 40 hour employee on call-out status is requested to and does report to work at the designated work location in a timely fashion but no work is available upon arrival, that employee will be paid a minimum of two (2) hours at their regular hourly rate and sent home.
- b. **Time Worked**
Employees will not receive "call-out" pay for time worked.
- c. **Overtime**
Only hours actually worked (over 40 hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.
- d. **No Call-Out Pay**
Employees will not receive call-out pay when they are:
 - On vacation leave
 - On sick leave
 - On Administrative Leave
 - Receiving short-term disability benefits
 - Receiving worker's compensation benefits
 - On bereavement leave
 - On an approved leave of absence
 - Not available to work
 - Restricted to light duty
 - Restricted from performing specific work activities

B. Criteria

Criteria for call-out pay status must meet the following:

- a. Thoroughly check the working status of the pager or cell phone before "call-out" status begins and maintains it in operational mode at all times;
- b. When notified by pager must respond and arrive at work within one (1) hour or less;
- c. Must arrive fully capable of performing the functions of the job;
- d. If an employee does not meet the criteria as defined above, he/she will forfeit the "call-out" pay from the time of the first attempt to contact him/her to the end of the "call-out" period.
- e. Each employee will be responsible for completing a time sheet card documenting each time he/she is on "call" and forward to his/her supervisor to approve the "call-out" time. Time sheet cards must be submitted to the supervisor by Monday morning of each week.

**ARTICLE 5
ABSENT WITH RELIEF**

Section 5.1 Absent With Relief

~~"Absent with Relief" (AWR) is the practice of individual Firefighters working another individual firefighter's scheduled shift. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated.~~

~~The City is not responsible for AWR repayment or any disputes that arise between individual Firefighters. The Employee Organization also agrees not to adopt any policy that provides an employee with any undue compensation that may be considered a gift of City funds.~~

~~Utilization of AWR's should in no way effect the members obligation for maintaining required certifications, attend necessary department training or affect the member's ability to maintain a skill level competency needed for performance of their assigned duties.~~

"Absent with Relief" (AWR's/shift trades) is the practice of individual member's working another individual member's scheduled shift. Absence with Relief (AWR's/shift trades) allows additional employees off without creating overtime. The Fire Department through its Employee Involvement Process may establish standards of assessing equal qualifications, timelines, and other rules for requesting AWR. However, the practice of using AWR cannot be eliminated. [29 U.S.C. S207\(p\)\(3\).](#)

The city is not responsible for AWR repayment or any disputes that arise between individual members. The Employee Organization also agrees not to adopt any policy that provides an employee with any undue compensation that may be considered a gift of City funds.

Utilization of AWR's should in no way effect the member's obligation for maintaining required certifications, attend necessary department training or affect the member's ability to maintain a skill level competency needed for performance of their assigned duties.

The maximum number of AWR's per APFA member per fiscal year is 60.

ARTICLE 6 EXISTING BENEFITS

Section 6.1 Existing Benefits

Health Care Benefits are excluded by the Ordinance from negotiations. However, such benefits will be provided to Firefighters identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

ARTICLE 7 FISCAL CRISIS

Section 7.1 Fiscal Crisis

- A. In the event that during the term of this Memorandum of Understanding the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this Memorandum of Understanding may be reopened at the direction of City Council or City Manager. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

- B. If the City Manager or Council determines that a mid-year reduction in force or reduction in pay affecting Firefighters Employee Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Group(s). The City Manager shall give notice in a manner which, considering all of the circumstances then existing, gives the Employee Group(s) reasonable opportunity to provide comments to the City Manager before the City Manager makes a recommendation or gives advice to the Council regarding the proposed mid-year reduction in force or pay. A reduction in force will be implemented in reverse order of unit members' length of active career service in the Fire Department. Any unit member affected by layoff through no fault of his/her own will be eligible for re-employment and will be afforded the opportunity to return to work in order of length of active career service, before new represented employees are hired, as long as the returning unit member meets minimum job classification requirements at time of re-hire.

ARTICLE 8 BENEFITS

Section 8.1 - Sick Leave

Sick leave is an approved period of absence granted to an employee due to:

1. Illness, injury or other medical condition which renders the employee unable to perform the essential duties of the position;
2. Illness, injury, medical condition evaluation procedure or treatment by a licensed health care practitioner, of an employee's immediate family member. For the purpose of this section, immediate family member shall be defined as a husband, wife, domestic partner, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an employee, step-child, a child whose adoption is in process or other legal dependents.

Unit members working a 56-hour work week will accrue sick leave at 5.18 hours per bi-weekly pay period. Sick leave hours shall accrue without a limit.

When unit member is promoted, demoted or transferred, he or she shall retain all accrued sick leave. Unit members will be compensated upon resignation 33.3% of accrued sick leave paid at the member's regular hourly rate of pay.

Section 8.2 - Sick Leave Conversion

Any unit member who has accumulated over 672 hours of sick leave can exchange three hours of sick leave for one hour of vacation leave to coincide with MOU Section 8.5 Vacation sell back policy dates.

Section 8.3 - Sick Leave PayOut for Retirement

Unit members who voluntarily retire with 10 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 250 hours at the member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.

Unit members with 10 years of continuous service with the City who take a medical retirement due to duty-related injury will receive 100% of the member's accrued sick leave up to 500 hours at the member's regular hourly rate or 33.3% of the total balance of accrued sick leave, whichever is greater.

Unit members with 20 years of continuous service with the City will receive 100% of his or her accrued sick leave up to 500 hours at the member's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

Section 8.4 - Vacation Accruals

Full-time sworn firefighters working a scheduled 56-hour work week will accrue vacation as follows:

0 to 1.99 years	9.92 hours per pay period
2 to 4.99 years	11.00 hours per pay period
5 to 9.99 years	12.28 hours per pay period
10 to 14.99 years	13.57 hours per pay period
15+ years	14.44 hours per pay period

Sworn firefighters working a set schedule 56-hour work week shall have a maximum accrual of vacation time of 392 hours. Vacation leave accumulated in excess of 392 hours as of the last day of the last pay period in the calendar year shall be forfeited, unless the City Manager authorizes an exception. Requests for an exception must be processed through Human Resources and include a plan to use the excess hours in the following calendar year.

Section 8.5 - Vacation Sell Back

Unit members are permitted to sell back vacation at the member's regular hourly rate of pay **once annually at the end of the calendar year** ~~twice annually in May and November~~. Members desiring to sell back vacation must submit the appropriate form by the first administrative work day of ~~April and or~~ October. Vacation sell back checks will be issued ~~in the last two consecutive pay periods~~ by the second pay period in December ~~May and November~~. Eligible employees that wish to sell back vacation will submit a request to the department director on the "sell back form" located on the intranet. The department director will determine if their department is able to financially support the request. If the department's budget only can support a limited number of employees to receive the sell back; the department director will use seniority to determine their approval or denial of the request for sell back of vacation and finally submitted to Human Resources/Payroll for final approval and payment.

A unit member must have a balance of 96 hours within their vacation bank to sell back. Vacation sell back is subject to the overall financial condition of the City as determined by the City Manager. The vacation accrual cap will be waived for one year for a unit member who was denied vacation sell back due to fiscal constraints of the City and denied the use of vacation leave due to staffing limitations.

The maximum number of vacation sell-back hours per APFA member per fiscal year is 375.

Section 8.6 Vacation Leave Payout

Unit members who terminate their employment with the City will be entitled to compensation for their earned and unused vacation leave at their regular rate of pay.

Section 8.7 Deferred Compensation Plans

Deferred Contribution Plans

- A. The City of Avondale shall contribute an amount of \$20.00 per pay period to each employee's 457 Defined Contribution Pension Plan. In order to receive a \$20 per pay period contribution from the City of Avondale, the employee is required to make a minimum of \$20 per pay period contribution to the plan.
- B. At the employee's separation, exiting the Deferred Retirement Options Program, or not making the minimum \$20 contribution, the City of Avondale's contribution will cease.

Section 8.8 Post-Retirement Health Plan (PEHP)

- A. The City of Avondale ("City") agrees to facilitate eligible Bargaining Unit ("Unit") employees' participation in the Post-Retirement Health Plan (PEHP). **The plan shall be funded solely with mandatory eligible Unit employees' contributions.** The parties hereto designate Nationwide Retirement Solutions (NRS) to act as plan administrator for the plan. The eligible Unit employee shall not be entitled to receive such PEHP contribution in form of pay or any other benefit. The City shall remit the mandatory Unit employee contributions directly to the Unit employees' Nationwide Retirement Solutions (PEHP) Plan. The City is not responsible to address any questions, concerns or issues **post deposit** with the PEHP benefit plans and will refer any and all employee inquiries to NRS for review and resolution.
- B. For the term of this agreement, the City shall facilitate the mandatory eligible Unit employee contribution by transferring 1.5% of the eligible employee gross salary, per pay period to said (PEHP) Plan. Upon termination of employment, Unit employees will be entitled to direct the City to pay accrued sick leave and accrued vacation pay into their PEHP NRS Account. The maximum amount of accrued sick leave and vacation leave eligible for such directed payment into the PEHP is as follows:
 - a. **Accrued Sick Leave for** Unit employees terminating employment pre-retirement: Payment into the PEHP will be a maximum of 33.3% of accrued sick leave at the employee's current hourly rate.
 - b. **Accrued Sick Leave for Unit employees retiring:** Payment into the PEHP will be made pursuant to Section 8.3 Sick Leave Pay Out for Retirement.
 - c. **Accrued Vacation Leave** payment into the PEHP for a Unit employee's accrued vacation leave will be as directed by each terminating Unit employee up to their maximum accrued vacation leave. The City of Avondale shall have no obligation to contribute any **employer funds** to the PEHP now or in the future.
- C. The City of Avondale shall have no obligation to review or approve investment options for the PEHP and individual Unit employees shall be responsible for educating themselves and selecting the appropriate investment options for their individual PEHP accounts.

- D. The City of Avondale shall have no obligation or related liability to review or approve the fees charged by NRS (or any other Nationwide Company) to individual employees. Members of the Unit shall review any fees charged by NRS (or any other Nationwide Company) to determine whether they are fair, reasonable and appropriate.
- E. The City of Avondale shall have no obligation or related liability in connection with the establishment and operation of the PEHP and related voluntary employees beneficiary association (VEBA). The Unit shall have sole and complete responsibility for determining the legality and continued proper operation of the PEHP and VEBA under any relevant state or federal law.
- F. Nothing in this contract shall be construed as obligating the City of Avondale to assume responsibility or pay for retiree health coverage for Unit or any other employees of the City. The City of Avondale expressly disclaims any such obligation.
- G. The City assumes no liability on account of any action taken in connection with this contract. The Unit agrees to indemnify, defend and hold harmless the City of Avondale, its agents, employees and officials in connection with the Unit's participation in the PEHP and related VEBA.

Section 8.9 Other Leaves

- A. Bereavement Leave
Bereavement leave is defined in the City's Personnel Policies. Unit members receive 56 hours of bereavement leave for immediate family members including domestic partners. Unit members receive 11 hours of bereavement leave for the unit member's uncle, aunt or cousin. Bereavement leave shall count as hours worked for the purposes of calculating overtime when needed to fulfill the employees set schedule.
- B. Military Leave
Unit members that are or may become members of the National Guard or the Military Reserves shall receive all the benefits provided for by USERRA and all other applicable federal and state laws. The unit member shall provide the orders or authorization from the U.S. Armed Forces, National Guard or Military Reserves to the Human Resources Department prior to departure for military leave. As to compensation, the unit member will receive paid military leave not to exceed 420 hours in any two consecutive years.
- C. Civic Duty Leave
A unit member shall receive civic duty leave with pay while serving as a juror, complying with a subpoena, and voting. Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty.
- D. General Election Day
The bi-annual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote as set forth in ARIZ. REV. STAT. § 16-402, as amended. Arrangements must be made with the supervisor prior to general Election Day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.
- E. Appearance as a Witness
A unit member who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with paid civic duty leave unless the testimony or evidence to be given relates to the employee's own personal business.

F. Jury and Witness Fees

Unit members who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any payment received to the City Finance and Budget Department, except for mileage allowance or meals.

Section 8.10 Non-hazardous Duty for Pregnancy

- A. The City will offer non-hazardous duty for pregnancy from the time the pregnant unit member provides written notification from a health care provider of the pregnancy. The written notification will be provided to the Human Resources Department. At the pregnant unit member's request or at the direction of her attending health care provider, the affected pregnant unit member will be placed on non-hazardous duty. The pregnant unit member will be on non-hazardous duty from the time of her acceptance of such duty until maternity leave begins.
- B. Non-hazardous duty shall mean an assignment within the City in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor. The Human Resources Department will work with the Fire Chief to provide non-hazardous duty within the Fire Department. If non-hazardous duty is not available within the Fire Department then the Human Resources Department will provide the pregnant unit member with a non-hazardous duty assignment within the City.
- C. The pregnant unit member shall be paid at their conversion pay rate for hours worked in a forty hour work week subject to the 56 to 40 conversion factor in Section 4.10 at the beginning of a pay period. When an employee is assigned non-hazardous duty time accrued and charged shall be subject the conversion factor between suppression (56 hour) and non-suppression (40 hour) personnel. Acceptance of non-hazardous duty shall not result in an adverse effect on time in service, or ability to promote. Prior to returning to work, a unit member must present a statement to the Human Resources Department from her physician indicating that she is physically able to return to work without limitation. At the time that the unit member returns to work without limitation she will be paid at the 40 to 56 conversion factor starting at the beginning of a pay period.
- D. Definition and Examples of Hazardous Duty:
- a. Hazardous duty is duty performed under circumstances in which an accident could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices.
 - b. Examples of Hazardous Duty (this list is not all inclusive):
 - Exposures to poison, flammable material, explosive gases, chemicals, radioactive materials, smoke, (toxicity)
 - Biological Hazard (Air or Blood borne Pathogens)
 - Equipment, axes, chainsaws, ladders, etc. (machinery safety)
 - Exposure to treacherous environments that could cause falls, trips and slips
 - Traffic Hazards
 - Heat Related Illness, (from firefighter gear; can be excessively hot and heavy)
 - Falling objects (Walls and ceilings giving way)
 - Performing Continuous Cardio Pulmonary Resuscitation (CCPR)

- Psychological Hazards (traumatic and stressful events)
- Charged Hoses
- Natural Hazards (swift water rescues, mountain rescues, wild land fires, etc.)
- Physical Labor (pulling hoses, extricating victims, climbing, crawling, lifting heavy objects)

SECTION 8.11 HOLIDAY PAY

- A. If a unit member works on a city designated holiday (in accordance with AP-42 holiday schedule), the unit member shall receive 11.25 hours of holiday pay at his or her regular hourly rate. Holiday hours shall not be calculated as hours worked for the purposes of calculating overtime.
- B. If the city adds an additional holiday, the unit member shall receive the eight (8) hour holiday hours multiplied by 1.4 which equals 11.2 (1.4 x 8 = 11.2) hours added to their vacation bank.

ARTICLE 9 MEDICAL AND PHYSICAL FITNESS EXAMINATIONS

Section 9.1 Fitness Examinations

- A. During the term of this Memorandum of Understanding the Fire Department will provide members a medical and physical fitness evaluation yearly. The medical and physical fitness evaluation will be of the same design and quality as the product which is in place through the Phoenix Fire Department's Health Center in June 2010 and in keeping with the intent of the National Fire Protection Association 1582. Disputes as to the equivalency will be determined by the Fire Chief.
- B. If during the mandatory annual physical exam and testing, a unit member is restricted from full duty for further evaluation, the unit member will be offered the option of working light duty or using sick leave until returned to full duty. The unit member must be cleared for the light duty assignment by the physician. The Chief shall consult with Human Resources to determine the applicability of the light duty assignment. If the assessment concludes that the unit member is not qualified to perform the essential functions of his/her job, the Chief shall consult with Human Resources to determine the applicability of the Family Medical Leave Act and/or American with Disabilities Act.

Section 9.2 Records Storage

The tiered health assessment results are for the unit members' benefit and cannot be used for any other purposes. The Employee Involvement Process may continue to discuss this tool. Details of the medical examination will be considered confidential and will not be released to the Fire Department without the express written approval of the patient. The Fire Department will not intimidate, threaten, or take any disciplinary action against a unit member who refuses to release his medical records. This prohibition does not apply to the Medical Physical Fitness Examination summary report or the information required by the Retirement Board.

ARTICLE 10
UNIFORMS, CLOTHING AND EQUIPMENT

Section 10.1 Uniform Allowance

~~The Fire Department has a budget line item that provides \$1,000.00 allowance per member per year for uniform, boots, and incidentals. Clothing damaged while on duty will be replaced on a one-for-one basis.~~

Employees will be paid \$500.00 for uniform allowance, (2) times a year. \$500.00 will be paid by the second pay period in July and by the second pay period in December each fiscal year. Clothing Damaged while on duty will be replaced on a one for one basis.

ARTICLE 11
PRODUCTIVITY PAY

Section 11.1 Productivity Pay

The completed years of service will be measured as of December 1 of calendar year. Productivity Pay will be paid by the second pay period of December for each year. See attachment B.

ARTICLE 12
LABOR MANAGEMENT COMMITTEE
Employee Involvement Process (EIP)

Section 12.1 Purpose and Governance of Committee

There shall be an internal Fire Department Labor Management Committee established with five elected executive board members from the IAFF, Local 3924 and five administrative members appointed by the Fire Chief. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems. The Fire Labor Management Committee is not an arm of the City Council, nor a public body or committee created by the City Council and shall not report to the City Council.

~~The Committee will operate from the governing documents and policies in effect as of January 1, 2011. The Committee shall meet at mutually scheduled times.~~ The Labor/Management Committee will operate from the "Avondale Fire & Medical Labor/Management Process" DRAFT document that was revised on 11/12/19. A mutual agreement will be reached between the APFA and the Fire Chief on any changes to the DRAFT version. The Labor/Management Committee will meet at mutually scheduled times monthly.

Executive board members will not be paid for off duty time spent performing labor/management activities, but will be detailed out for such activities.

Section 12.2 Retreat Funds

Funds for the annual EIP labor/management retreat (\$9,594) and the awards banquet (\$6,000) are in the Fire Department budget. Funds can only be re-allocated by mutual agreement of APFA Local's President and Fire Chief. No other City department will be allowed to use these funds.

Expenditure of City funds for these functions shall not exceed \$9,594 for the annual labor management retreat and \$6,000 for the annual award banquet unless approved through the City's budget supplemental request process.

ARTICLE 13

HUMAN RESOURCES LIAISON

Section 13.1 Human Resources Liaison

The Human Resources Department will endeavor to train its employees on the unique schedules and compensation variables including the Fair Labor Standards Act as it relates to Firefighters and the Telestaff scheduling system.

As often as is practical or necessary, Human Resources will schedule meetings with the Fire Department Management, the City Manager's Office, and the Local President or his designee to discuss issues unique to the department including issues arising from this Memorandum of Understanding.

ARTICLE 14

CLARIFICATION

Section 14.1 Clarification

In the event a dispute over the interpretation¹ of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, as outlined² in Article 14, the Local President and the City Manager or designee will meet with the goal of developing a mutually agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment to the MOU.

ARTICLE 15

PROCEDURE FOR ALLEGED BREACH OF MOU

Section 15.1 Procedure

- A. Before initiating the appeal process, a unit member will first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within ten (10) days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be submitted within seven (7) calendar days of the unit member learning of the breach and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after ten (10) days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. The Fire Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than ten (10) days following receipt of the written alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing the witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.

- D. The Fire Chief or his designee will have ten (10) days to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the local union will jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within ten (10) days following the receipt of the mediator's decision. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

ARTICLE 16

SAVINGS CLAUSE

Section 16.1 Savings

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 17

TERM AND EFFECT

Section 17.1 Term

This Memorandum shall become effective 12:01 a.m. July 1, 2018 and remain in full force and effect until midnight June 30, 2020, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

Section 17.2 Conflict

In the event there is a conflict, priority shall be given in the following order: the Ordinance, the Memorandum, the Personnel Rules, and Fire Department Operating Procedures.

Section 17.3 Agreement and Reopener

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may this agreement be reopened, with the exception of conditions outlined in Article 7 Fiscal Crisis.

IN WITNESS WHEREOF, the parties have set their hand this ____ day of _____
2022.

CITY OF AVONDALE

AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3924

By:

By:

CHERLENE PENILLA, Acting City Manager

BRYAN DEPAUW, President

ATTEST:

MARCELLA CARILLO, City Clerk

ATTACHMENT A

Wage Tables

Fiscal Years 2023 - 2024

(07/01/2022 - 06/30/2024)

Firefighter				
July 1, 2022-June 30, 2023			July 1, 2023-June 30, 2024	
Steps	Hourly Rate		Steps	Hourly Rate
1	\$17.74		1	\$18.14
2	\$18.46		2	\$18.88
3	\$19.19		3	\$19.62
4	\$19.96		4	\$20.41
5	\$20.77		5	\$21.38
6	\$21.61		6	\$22.10
7	\$22.46		7	\$22.97
8	\$23.48		8	\$24.13
Fire Engineer				
July 1, 2022-June 30, 2023			July 1, 2023-June 30, 2024	
Steps	Hourly Rate		Steps	Hourly Rate
1	\$25.32		1	\$25.70
2	\$26.34		2	\$26.74
3	\$27.39		3	\$27.80
4	\$28.49		4	\$28.92
Fire Captain				
July 1, 2022-June 30, 2023			July 1, 2023-June 30, 2024	
Steps	Hourly Rate		Steps	Hourly Rate
1	\$29.92		1	\$30.37
2	\$31.12		2	\$31.59
3	\$32.37		3	\$32.86
4	\$33.66		4	\$34.16

ATTACHMENT B

Productivity Pay Table

Fiscal Years 2023 - 2024

(07/01/2022 - 06/30/2024)

Years of Service (Completed by Dec. 1)	Dollar Amount
10	\$1,000.00
11	\$1,250.00
12	\$1,250.00
13	\$1,500.00
14	\$1,500.00
15	\$1,750.00
16	\$1,750.00
17	\$1,750.00
18	\$2,000.00
19	\$2,000.00
20+	\$2,400.00



AVONDALE FIRE & MEDICAL LABOR/MANAGEMENT PROCESS

INTRODUCTION

The members of Avondale Fire & Medical believe that the establishment of a Labor and Management Process ("L/M Process"), as outlined below, is an appropriate and effective way to establish and maintain a cooperative relationship between management and labor. Avondale Fire & Medical further believes that a stable and productive work relationship between labor and management will result in positive and long-term gains to management, labor and the public served by Avondale Fire & Medical. The goal of this process is to establish a positive relationship, between labor and management that is built upon trust and mutual respect.

STATEMENT OF PHILOSOPHY, PURPOSE and COMMITMENT

Avondale Fire & Medical and its members are committed to providing the highest level of emergency and non-emergency service to the citizens of Avondale, Arizona, in the most efficient and cost-effective manner possible, while acknowledging that all employees deserve to be valued and respected and that they deserve to be provided the resources necessary to deliver this service safely and professionally. We believe that the establishment and operation of this Process will enhance the ability of Avondale Fire & Medical and its members to fulfill this commitment.

It is our view that all issues arising in the workplace are best addressed through cooperative action. We also recognize that the persons who are affected by workplace operations, policies, rules, decisions and so forth, including contemplated changes to such operations, policies, rules, decisions and so forth, should be involved in the formulation, planning, analysis, implementation and/or change or improvement to such operations, policies, rules and decisions. The persons directly involved and affected are not only the most likely to have the best and most realistic ideas, but, also deserve to be involved in decisions that affect the quality of their work life.

It is the express role and purpose of this L/M Process to serve as a vehicle for bringing life to the philosophy and beliefs described herein. We are committed to guide and develop projects, programs, and ways of working that make it possible to improve the quality of work and the quality of work life of the members of Avondale Fire & Medical, while enhancing the delivery of emergency and non-emergency services to the citizens of Avondale, Arizona.

It is also the purpose of this L/M Process to make Avondale Fire & Medical more effective as an organization. The focus of our efforts is a total commitment to the quality of our services, both internally and externally. The Labor-Management Process assists in planning policy and procedures as well as resolving the variety of challenges and issues that may arise. To that end we make the following commitments:



- The Fire Chief and Management Staff, and the Executive Board of IAFF Local 3924 are committed to utilizing the Labor Management process to establish and support solutions developed through the L/M Process and to participate in the L/M Process.
- We agree that the Organization's adopted Vision, Mission and Core Values are an integral part of this L/M Process and will drive the decision-making process.
- We will not take actions that are designed to circumvent the L/M Process, surprise each other, or cause the L/M Process to be viewed with suspicion or mistrust.
- We agree to lead our respective teams. The L/M Process takes strong leaders who believe in the effort, who will take risks, and who will give a little to find the common ground. It takes leaders on both sides who will honor the L/M Process and what it produces, act with integrity, and accept nothing less from those who are on their team.
- Management and Labor commit to participate in planning and development and not just co- manage. In doing so, management shares authority and labor shares responsibility, or the L/M Process will not work.
- There is equal representation in the Labor/Management Process, but outside of that L/M Process we carry out our own roles within the structure of our Organization. We are Firefighters, Engineers, Captains, ALS, BLS, Chiefs, Specialists and other roles in specific positions,
- Labor and Management must continually work on the issues of trust, respect and credibility in the L/M Process. In turn, these values foster trust, respect and credibility among the participants individually.
- It is okay to agree to disagree on certain issues. When this occurs we will continue to process areas of agreement. If we disagree and management proceeds with its plan, it will not be represented as a labor/management solution.
- When we commit to a solution we will follow through.
- We will meet and communicate regularly, deal with each other directly and take care of problems when they are small. We will call first and talk with each other before making a big deal out of a conflict.
- We will always work on relationships as well as the issues. We will not sacrifice a relationship for an outcome. The most important strength we have for the future is the relationship that we have with each other.
- We agree that it should not be a secret how the individual participants really feel about the L/M Process – and, in the end, it's *not* a secret how the individual participants really feel about the L/M Process.



- Individuals are entitled to their respective opinions and those opinions should not be held against them.
- We agree to represent the L/M Process for what it really is - it's not in place to take advantage of either group or to abuse the L/M Process. We understand that conflict will occur and will use the L/M Process in order to change the it.
- The Fire Chief has the final decision-making capability for management decisions.
- The President of IAFF Local 3924 will have the final decision-making capability for labor decisions.

EXPECTATIONS

In order for this L/M Process to be successful we recognize and agree that there are certain things that are expected of each of us individually or as a member of our respective groups.

Each member of the Organization is expected to:

- Provide input as appropriate on issues that are being discussed
- Keep abreast of departmental communications
- Participate in the L/M Process as appropriate.
- Support the solutions agreed to through the L/M Process
- Act in a manner that demonstrates the Organization's Vision, Mission and Core Values (Appendix A)

The Fire Chief is expected to:

- Be open and willing to discuss issues
- Support this L/M Process and the solutions agreed upon
- Provide the City Administration perspective as appropriate in discussions
- Communicate at least weekly and make communicating with the Union President a priority
- Make communicating with the Leadership Team a priority.
- Act in a manner that demonstrates the Organization's Vision, Mission, and Core Values (Appendix A)
- Ensure that solutions agreed to through this L/M Process are communicated to the entire Organization.

The Leadership Team is expected to:

- Represent the management perspective on issues
- Participate in and support this L/M Process and the solutions agreed to through it
- Act in a manner that demonstrates the Organization's Vision, Mission and Core Values (Appendix A)
- Make communicating with the Fire Chief a priority



The President of Local 3924 is expected to:

- Be open and willing to discuss issues
- Support this L/M Process and the solutions agreed to by the stakeholders in this L/M Process
- Communicate at least weekly and make communicating with the Fire Chief a priority
- Make a clear distinction between offering a personal opinion and expressing the opinion of the Local
- Act in a manner that demonstrates the Organization's and Local's Vision, Mission and Core Values (Appendix A)

The Executive Board of Local 3924 is expected to:

- Solicit input from the membership regarding issues being discussed
- Represent the labor perspective on issues
- Make a clear distinction between offering a personal opinion and expressing the position of the Local
- Support this L/M Process and the solutions agreed to through it
- Act in a manner that demonstrates the Organization's and Local's Vision, Mission and Core Values (Appendix A)

GROUND RULES

A. Definitions

- a) For purposes of this L/M Process, management shall be defined as those full-time regular members of Avondale Fire & Medical above the rank of Captain.
- b) For purposes of this L/M Process, labor shall be defined as those full-time regular members of Avondale Fire & Medical the rank of Captain and below.

B. Issues Addressed

- a) Activities associated with the L/M Process shall be directed toward any issue of organizational concern. While the issues to be addressed shall not otherwise be limited, provisions of existing policies, agreements or procedures may not be altered, amended or negated any way, except by proper means. Issue priorities will be established by the Steering Committee with input from the L/M Process participants.

C. Involvement

- a) Participation in this L/M Process is voluntary. Any participant may withdraw from the L/M Process at any time by providing written notice to the other participants. Individual members of the Steering Committee or Subcommittees shall serve until replaced.
- b) All Avondale Fire & Medical members are expected to review the meeting notices that are distributed and should attend meetings as desired and express their viewpoint or contact a Subcommittee co-chair prior to the meeting to express their views.

D. Annual Retreat



- a) A Labor/Management Planning Retreat will be held each year to develop the major organizational goals and objectives for the upcoming year. Funding for this retreat was provided through the discretionary salary funding process in 2007 and are identified by specific line item in the Avondale Fire & Medical budget.
- b) Participants will include, as a minimum, the Steering Committee. The number of participants may be increased by mutual agreement keeping in mind operational and fiscal requirements.
- c) The participants will express the goals and objectives in the form of action plans, which usually range from five to eight per year. Each action plan will include an achievable goal statement and quarterly objectives which can be measured and reviewed throughout the year. The specific work needed to complete each of the action plans may then be assigned to one or more Subcommittees to work on throughout the year.
- d) Progress on the action plans will be reported back to and monitored by the Steering Committee.

E. Steering Committee, Sections, Subcommittees and Work Groups

- a) The Steering Committee will provide oversight and direction of the L/M Process. Subcommittees and Work Groups may be established by the Steering Committee on an as needed basis. (See Figure 1).
- b) Meetings and meeting agendas for Subcommittees will be announced to the entire Organization in advance of the meeting and all meetings are open to anyone who wishes to attend. Attendees are encouraged to participate in the discussions that lead to completion of an action item or the goals of that Subcommittee.

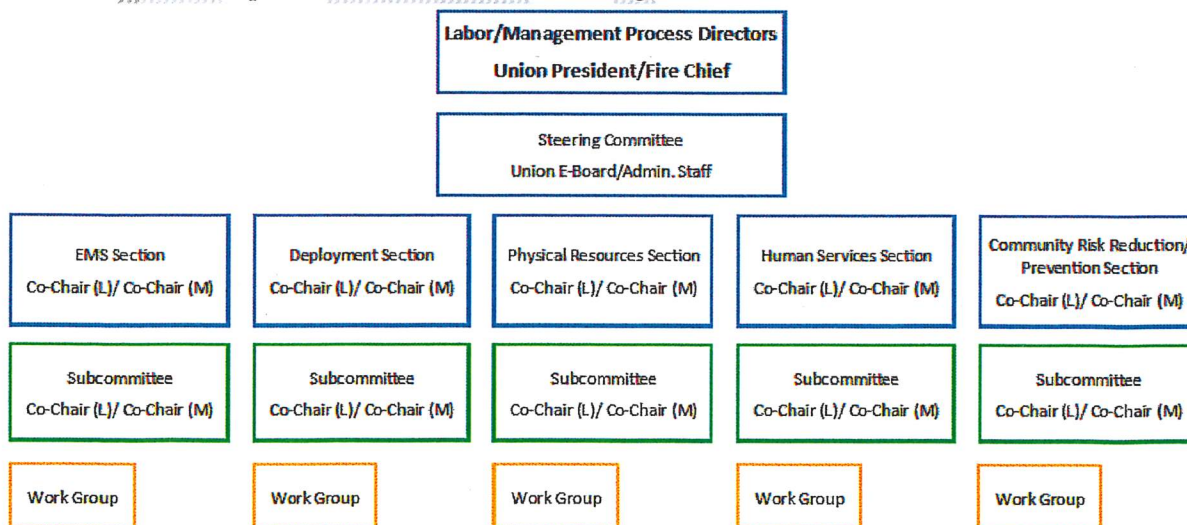


Figure 1



c) Steering Committee

- i. Cooperative labor/management activities shall be overseen by the Steering Committee. The purpose of the Steering Committee is to act as the coordinating group and sanctioning body for all labor/management efforts and programs. Under no circumstances shall any joint labor/management effort be undertaken without the express approval of the Steering Committee.
- ii. The Steering Committee shall conduct L/M Process meetings as necessary; ideally monthly but no less than quarterly in order to:
 - Communicate and discuss new issues, developments and concerns.
 - Define and approve areas for organizational improvement activities and to establish priorities for such efforts.
 - Assign project work to Subcommittees.
 - Review, guide, monitor and evaluate the progress of all labor and management activities, including the completion of quarterly goals for action items and the work of the Subcommittees.
 - Decisions of the Steering Committee will be periodically communicated to the members of the Organization in writing.
- iii. The Steering Committee shall consist of the Executive Board of IAFF Local 3924 and five members of the fire department senior staff as appointed by the Fire Chief.

d) Sections

- i. There are five Sections in which issues, projects, or action items may be assigned; EMS, Deployment, Physical Resources, Human Services, and Community Risk Reduction/Prevention.
- ii. Each Section is overseen and co-chaired by one representative from labor and one from management.
- iii. Each Section will function as a committee with their respective co-chairs assigning specific action items and goals to the Subcommittees.
- iv. Each Section will provide progress reports and updates on a bimonthly basis during the L/M Process meeting.
- v. Sections may create Subcommittees as a means to further divide the workload

e) Subcommittees

- i. Subcommittees will be formed to complete the work of action items or standing/on-going Departmental needs.
- ii. Each Subcommittee is overseen and co-chaired by one representative from management and one from labor.
- iii. Section co-chairs can also serve as Subcommittee co-chairs, as needed.
- iv. Subcommittee meetings will be scheduled and announced to all members at least two weeks prior to the meeting date.
- v. Attendance and participation in Subcommittee meetings will be open to all Department members.

f) Work Groups

- i. Representation on the Work Groups will be as determined by the Subcommittee co-chairs with confirmation from the Steering Committee. Work Group assignments should be given to those who have knowledge or special skills that can address action items or on-going departmental



- issues.
- ii. Work Groups are created to address issues and projects of a specific nature and/or duration.
 - iii. Final action by Work Groups shall be in the form of recommendations to the Subcommittee co-chairs.

F. Leadership & Governance

a) Co-chairs

- i. The Steering Committee, Sections, and Subcommittees shall be jointly chaired by two members, one selected from labor and one from management.
- ii. The Steering Committee shall be co-chaired by the Fire Chief and the President of IAFF Local 3924.
- iii. The Sections and Subcommittees shall be co-chaired by a chief officer and a labor representative specifically selected to serve in this role by the Executive Board of IAFF Local 3924.
- iv. The responsibility for chairing meetings of the Steering Committee shall be rotated every six months (July and January) between the co-chairs.
- v. Chair responsibilities for Subcommittees shall rotate as determined by the Steering Committee. Subcommittee chairs should rotate with consideration of the likely duration of the Subcommittee's project.
- vi. The co-chairs have the following responsibilities:
 - Ensure Subcommittee progress and direction
 - Develop meeting agendas
 - Ensure all points of view are heard at all meetings; the co-chairs have the right to limit the amount of time devoted to any one subject or speaker.
 - Ensure that there is balanced membership of employees and management and ensure that the Subcommittees or Work Groups have representatives from all areas of the Organization affected by the work of that L/P Process body.
 - Disband Work Groups when their work is completed.
 - Ensure that regular meetings of the Subcommittee or Work Group are held.
 - Make every effort to contact all Subcommittee or Work Group members by telephone in the event of an emergency meeting.
 - Distribute the following via email prior to the Subcommittee or Work Group meeting;
 - Name of the L/P Process body
 - Date, time and location of the meeting
 - List of key items to be discussed
 - Ensure that immediately following a Section, Subcommittee or Work Group meeting, summary minutes of the meeting will be made available to all members.
 - In the vast majority of issues, the Subcommittee will be able to reach consensus. However, from time to time, there will be issues on which they simply cannot come to an agreement. When this occurs, as co-chairs of the Steering Committee, the Fire Chief and President of the Local may be of assistance in reaching consensus. If this is not successful, the Statement of



Philosophy, Purpose, and Commitment should guide the actions that the Organization takes.

- The Fire Chief has final decision-making authority.

b) Governance

- i. A quorum of the Steering Committee and Subcommittee must be present to conduct business. For the Steering Committee a quorum shall consist of no less than three labor and three management members. For Subcommittees, a quorum shall consist of no less than a majority of members, including at least one labor and one management member.
- ii. Decisions of the Steering Committee and Subcommittees shall be by consensus. Consensus does not mean or require a unanimous vote. Consensus decision making shall be defined as follows:
 - A group reaches consensus when all members agree upon a single alternative, and each group can honestly say: I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because it was reached fairly and openly, and it is the best solution for us at this time.
- iii. The Steering Committee and Subcommittee will keep summary minutes, which shall consist of a record all actions taken and decisions reached. Such minutes will be reviewed and approved at the meeting following the meeting at which they were recorded.

c) Facilitator(s)

- i. The Steering Committee may utilize a neutral facilitator to assist the Steering Committee or Subcommittee.
- ii. The role of the facilitator may vary but is intended to assist the parties in conducting a long term, productive, working relationship.
- iii. The facilitator shall be a neutral individual that is acceptable to all parties.

d) Subject Matter Experts

- i. The Steering Committee or Subcommittee may, from time to time, have non-committee members participate in meetings because of their subject matter expertise.

L/M PROCESS

- A. *Issue.* Issues may enter L/M Process in a variety of ways. An issue comes to the Steering Committee from either labor, through the Executive Board, or management, through the Leadership Team. Ideally issues will be presented in written form and will include proposed solutions. An issue may also be identified by a Subcommittee, the Steering Committee, or come from a source outside the Organization.
- B. *Committee.* The issue will be reviewed and prioritized by the Steering Committee and may be assigned to a Subcommittee. Assignments are received by the co-chairs. The co-chairs are responsible for getting the issue on their agenda and involving the appropriate players, even if they are not on the Committee or Group.
- C. *Analyze.* It is critical that issues be thoroughly discussed and researched. Consideration must be given to all of the factors and resources required to achieve a positive outcome. Some of the factors include, but are not limited to, departmental policy, City ordinances and policy, and



state and federal law. Research must be done on the resources required. Resources include the impact on the base or supplemental budget, personnel or staffing requirements, special equipment or supplies and training requirements. Other considerations include the length of time it will take to complete the staff work, write the specifications, develop and complete required training, or process the issue through the system. This part of the L/M Process may require a great amount of work and coordination between members.

- D. *Decide*. Typically, the Subcommittee makes the decision without going through any formal approval process. Final approval of the Subcommittee work or solutions will be presented to Section co-chairs who will then manage the implementation process as well as other departments within the City that will be affected.
- E. *Educate*. Education follows the decision and includes the classes or training necessary to carry out the decision. Sometimes the Subcommittee is responsible for the education phase and sometimes education becomes the responsibility of other parties. In either case, the Subcommittee is responsible for making sure the education step is completed prior to implementation and that the education meets the intent of the decision.
- F. *Implement*. The implementation phase of the L/M Process is similar to the education phase. Sometimes the Subcommittee will implement but usually implementation is handed off to staff members of the Organization. Again, the Subcommittee retains the responsibility to make sure the implementation step is completed and meets the objectives.
- G. *Review*. After implementation, the Subcommittee reviews the effectiveness of the program or project that was implemented. The Subcommittee determines the length of time before it reviews the results. Their review will either indicate the need for a revision or that the process is complete.
- H. *Revise*. If it is determined that a revision is necessary, the Subcommittee then takes the issue through the same process described above and makes the necessary modifications based on the input they receive and any additional research they conduct. Most programs continue in this cycle on some regular basis.
- I. *Complete*. The L/M Process is complete when the Subcommittee reviews the outcomes achieved and does not find it necessary to go through the revision process. The issue becomes part of the regular routine and is managed and reviewed within the normal process.
- J. *Out of Balance*. The L/M Process can get "out of balance" at any point. When this occurs, the issue is taken to the Steering Committee Co-chairs. They may decide the issue needs to be handled by the Steering Committee or through some other process. This is typically done very informally. The issue may be returned to the Subcommittee. It may return in its original form with greater clarity or may be modified so the Subcommittee can effectively address it. The L/M Process then continues either from the beginning or from the point at which it got out of balance.



PROCEDURE

- A. All Subcommittees will operate within the guidelines set by L/M Process.
- B. Meetings are open to all members.
- C. Section, Subcommittee, and Work Group members will be compensated for the time involved in attending posted meetings. (Discuss at L/M Retreat)**
- D. Every Subcommittee will have a management and labor co-chair. The management co-chair will be appointed by the Fire Chief or designee and the labor co-chair will be selected by the Executive Board of IAFF Local 3924.
- E. If a Subcommittee needs to meet on an emergency basis, reasonable effort shall be made to contact every member by telephone to notify them of the meeting. Actions taken at a meeting called on an emergency basis shall be reported at their next regularly noticed and scheduled meeting. The meeting must meet the quorum requirements.
- F. The Steering Committee will meet at least monthly. Subcommittees and Work Groups will meet as necessary. Notification of such meetings shall be coordinated by the co-chairs.
- G. The date, time, location and a summary agenda for each Subcommittee shall be distributed via email and posted in each work area a minimum of one week prior to the meeting. Items not listed on the agenda may be discussed however no decision may be made until such time as the item has been properly placed on an agenda.
- H. In order to ensure that all points of view are heard, Subcommittee and Work Groups members shall attend and participate in meetings and make every effort to represent their respective constituencies. This effort shall include discussion of issues with the people they represent.

COMMUNICATIONS

- A. *Official Communications.* The Avondale Fire & Medical page on the City intranet will be the official means of communication from the Steering Committee, Subcommittees and Work Groups. Communication to the Steering Committee or Subcommittees may come from either the intranet page or via email.
- B. *Distribution and Publication of Minutes.* Minutes, once approved, will be made available Department wide.
- C. *Agendas and Meeting Times.* The Steering Committee will meet regularly, and at least quarterly. Agenda items must be submitted at least one week prior to the meeting. The Fire Chief will provide meeting notice and agendas to all members no later than the Friday prior to the meeting. Subcommittees will follow a similar procedure.
- D. *Additional Tracking and Documentation.* All Subcommittees will be expected to track and document their activities and progress.



TRAINING & SUPPORT

Proper training will be provided to members of the Steering Committee and Subcommittees in key skills such as problem analysis, problem solving, communications, active listening, team building, handling of differences and behavior for effective group functioning. At a minimum, all members will receive training in basic labor/management team concepts, the Labor-Management Process, and the process of consensus-based decision making.

The Avondale Fire and Medical Department is committed to the L/M Process as described above. The most important part of this L/M Process is the Relationship we have between Labor and Management and the mutual trust and respect that makes it all work.

DRAFT



Appendix A Avondale Fire & Medical Vision, Mission and Values

Vision

Our vision is for Avondale Fire & Medical Department to be recognized as a role model, trend setter and an organization that:

- sets the standard for safety and customer service
- is a model of innovation & professionalism
- recognizes & embraces diversity
- maintains strong ties & involvement with the community
- is a leader in the provision of emergency service intervention
- is family oriented & truly concerned about the needs of each member

Mission

Avondale Fire & Medical exists to provide the highest level of service, including fire, medical and other life safety services, to those who reside, work or travel through the City of Avondale.

Core Values

Safety

We expect each member to recognize the inherent risks of our profession & take all actions available to mitigate those risks.

Professionalism

We expect each member to know their job, know their equipment, be prepared, consider how the public would perceive your actions and appearance, & exceed expectations.

Customer Service

We expect each member to treat the public the way we would like our families to be treated; treat our members as we would like to be treated; go above & beyond in every situation.

Dedication

We expect each member to put the needs of the organization above the wants of the individual & exhibit leadership at all levels.

Trust

We expect each member to believe in the organization & act with integrity in a manner that is consistent with their words.

Accountability

We expect each member to do their job & accept responsibility for their actions & their team - if you condone it, you own it.

CITY COUNCIL REPORT

SUBJECT: Fiscal Year 2023 (FY2023) Budget and Asset Replacement

MEETING DATE: 3/21/2022

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance and Budget Director, (623) 333-2016

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

PURPOSE:

City Council will receive a presentation from staff regarding the FY2023 Budget and Asset Replacement Program in preparation for the FY2023 budget which begins on July 1, 2022. Item is for discussion only.

BACKGROUND:

This is part of a series of presentations regarding the development of the fiscal year 2023 budget (FY2023). This presentation will give a general overview of the budget and asset replacement program.

DISCUSSION:

The information presented will lead to future discussions during the development of the FY2023 budget. Through this process, and leading up to the production of the Recommended Budget, staff seeks Council's input on funding priorities for FY2023.

BUDGET IMPACT:

Presentations in this series will facilitate the production of the budget for FY2023 which represents the appropriated expenditure authority for the City.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution: