



CITY COUNCIL AGENDA

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

REGULAR MEETING
January 22, 2019
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. **RESOLUTION 3515-119 - HONORING SERGEANT NICHOLAS NOCELLA**

Recognizing Sergeant Nicholas Nocella on the occasion of his retirement.

b. **POLICE DEPARTMENT PROMOTIONS**

- Sergeant Tom Fraser
- Sergeant Stephen Alt

c. **INTRODUCTION OF NEW EMPLOYEES - POLICE DEPARTMENT**

- Officer William "Harry" Sexton
- Officer David Barraza Garcia

d. **ARIZONA PUBLIC SERVICE REBATE CHECK**

Arizona Public Service (APS) will present the City with a Rebate Check in the amount of \$71,423.35. This rebate is a result of the City-wide conversion of 7,944 High Pressure Sodium street lights to energy efficient LED fixtures. This project, completed in October 2018 by Ameresco in conjunction with City staff, reduces City energy consumption by over 3 million kWh annually, and is estimated to net tax payers \$2,143,614 in energy savings over 20 years.

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **LIQUOR LICENSE SERIES 12 COLDWATER SPRINGS GOLF CLUB**

City Council will consider a request to approve an application for a Series 12 (Restaurant) License submitted by Gary Duwayne Jacobson to sell all spirituous

liquors at Coldwater Springs Golf Club located at 100 North Clubhouse Drive in Avondale. The Council will take appropriate action.

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

City Council will consider a request to approve the second amendment to the Cooperative Purchasing Agreement with Applied Diving Services, Inc. to provide commercial diving services increasing the aggregate amount by \$39,500 for a new maximum amount not to exceed of \$119,000 over the term of the agreement and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

City Council will consider adopting Resolution 3514-119 approving an Intergovernmental Agreement (IGA) between Maricopa County and the City of Avondale to Waive Traffic Control Plan Permit Fees. The Council will take appropriate action.

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

City Council will consider a request to adopt Resolution 3517-119 authorizing an amendment to the Intergovernmental Agreement with the City of Phoenix for recyclable materials processing and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

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

City Council will consider a request by Mr. Shaine T. Allman, Tiffany & Bosco, P.A., to adopt Resolution 3516-119 amending the General Plan Land Use Map for approximately 19.5 acres of land located on the northwest corner of Indian School Road and El Mirage Road from Local Commercial to Medium/High Density Residential. The Council will take appropriate action.

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

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

7 DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

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

This is an update for Council regarding traffic mitigation plans along Avondale Boulevard, Encanto Boulevard, and Garden Lakes Parkway due to new development in the area including the new West Point High School.

8 ADJOURNMENT

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

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

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

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

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

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



CITY COUNCIL AGENDA

SUBJECT:

RESOLUTION 3515-119 - Honoring Sergeant
Nicholas Nocella

MEETING DATE:

1/22/2019

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police, 623-333-7207

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

PURPOSE:

Staff is requesting that the City Council adopt a resolution recognizing Sergeant Nicholas Nocella on the occasion of his retirement. The resolution will be presented to Sergeant Nicholas Nocella.

BACKGROUND:

Sergeant Nicholas Nocella began his employment with the Avondale Police Department as Police Officer on September 3, 1999. On December 31, 2018, Sergeant Nicholas Nocella retired from the city having provided nineteen years of dedicated, exemplary service to the citizens of Avondale and over 20 years in the field of law enforcement.

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution recognizing Sergeant Nicholas Nocella on the occasion of his retirement. The resolution will be presented to Sergeant Nicholas Nocella on January 22, 2019.

ATTACHMENTS:

Description

[Resolution 3515-119](#)

RESOLUTION NO. 3515-119

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING SERGEANT NICHOLAS NOCELLA FOR NINETEEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on September 3, 1999, Sergeant Nicholas Nocella began his career with the City of Avondale as a Police Officer; and

WHEREAS, Sergeant Nocella served the City as a Patrol Officer, Criminal Investigations Detective, Police Corporal, Field Training Officer, Professional Standards Sergeant, Community Action Team (CAT) Sergeant, and most recently as a Patrol Sergeant; and

WHEREAS, fellow employees have embraced Sergeant Nocella as a friend; and

WHEREAS, Sergeant Nocella has demonstrated integrity and professionalism to all customers; and

WHEREAS, Sergeant Nocella has faithfully served the City during periods of transition and growth; and

WHEREAS, the City Council wishes to express its appreciation for his hard work, dedication and years of service; and

WHEREAS, the City Council wishes to honor Sergeant Nocella on the occasion of his retirement after nineteen years of exemplary service to the citizens of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Sergeant Nicholas Nocella for his nineteen years of loyal, dedicated service to the City of Avondale and its citizens.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 22, 2019.

Kenneth Weise, Mayor

Vice Mayor Dennis

Councilman Conde

Councilmember Dennis

Councilmember Kilgore

Councilmember Pineda

Councilmember Sierra

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Liquor License Series 12 Coldwater Springs
Golf Club

MEETING DATE:

1/22/2019

TO: Mayor and Council

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

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

PURPOSE:

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

BACKGROUND:

Coldwater Springs Golf Club is an existing public golf course located south of Van Buren Street, west of Fairway Drive, within the Coldwater Springs master planned community. The bar and grill located inside the golf course clubhouse has operated with a Series 12 (Restaurant) Liquor License since it opened in the early 2000s. Issuance of a new Series 12 (Restaurant) liquor license is required to allow new ownership to continue alcohol sales on the premises.

DISCUSSION:

Staff has received an application from Gary Duwayne Jacobson for a Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Coldwater Springs Golf Club located at 100 N Clubhouse Drive in Avondale.

The fees in the amount of \$1350 have been paid in full.

As required by state law and city ordinance, the application was posed for the required period of time beginning on December 27, 2018.

A notice was published in the Southwest Valley Republic on January 9th and January 16th. No comments have been received.

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

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) License submitted by Gary Duwayne Jacobson to sell all spirituous liquors at

Coldwater Gold Club located at 100 North Clubhouse Drive in Avondale, provided the fees are paid in full prior to the Council Meeting date on January 22nd.

ATTACHMENTS:

Description

[Application and Review Documents](#)

State of Arizona
Department of Liquor Licenses and Control

Created 12/06/2018 @ 04:30:44 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	COLDWATER SPRINGS GOLF CLUB		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	100 N CLUBHOUSE DRIVE AVONDALE, AZ 85323 USA		
Mailing Address:	100 N CLUBHOUSE DRIVE AVONDALE, AZ 85323 USA		
Phone:	(623)232-0511		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	GARY DUWAYNE JACOBSON
Gender:	Male
Correspondence Address:	100 N CLUBHOUSE DRIVE AVONDALE, AZ 85323 USA
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	GIBSON GOLF MANAGEMENT LLC		
Contact Name:	GARY DUWAYNE JACOBSON		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1906092	State of Incorporation:	AZ
Incorporation Date:	10/18/2018		
Correspondence Address:	100 N CLUBHOUSE DRIVE AVONDALE, AZ 85323 USA		
Phone:	(623)232-0511		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Officers / Stockholders

Name:	Title:	% Interest:
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LISA MARIE GIBSON
CHARLES LEON GIBSON

MANAGER/MEMBER
MANAGER/MEMBER

50.00
50.00

**GIBSON GOLF MANAGEMENT LLC -
MANAGER/MEMBER**

Name: CHARLES LEON GIBSON
Gender: Male
Correspondence Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

**GIBSON GOLF MANAGEMENT LLC -
MANAGER/MEMBER**

Name: LISA MARIE GIBSON
Gender: Female
Correspondence Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

MANAGERS

Name: CHARLES LEON GIBSON
Gender: Male
Correspondence Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

Name: LISA MARIE GIBSON
Gender: Female
Correspondence Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 41651
Application Type: New Application
Created Date: 12/06/2018

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
No
- 6) Is there a penalty if lease is not fulfilled?
No
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
Yes
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0.00
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes

IP

State of Arizona
Department of Liquor Licenses and Control

Created 12/06/2018 @ 04:31:32 PM

Local Governing Body Report

LICENSE

Number: INP070003983 Type: INP INTERIM PERMIT
Name: COLDWATER SPRINGS GOLF CLUB
State: Active
Issue Date: 12/06/2018 Expiration Date: 03/21/2019
Original Issue Date: 12/06/2018
Location: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Mailing Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

AGENT

Name: GARY DUWAYNE JACOBSON
Gender: Male
Correspondence Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

OWNER

Name: GIBSON GOLF MANAGEMENT LLC
Contact Name: GARY DUWAYNE JACOBSON
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 1906092 State of Incorporation: AZ
Incorporation Date: 10/18/2018
Correspondence Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

Officers / Stockholders

Name: Title: % Interest:

LISA MARIE GIBSON
CHARLES LEON GIBSON

MANAGER/MEMBER
MANAGER/MEMBER

50.00
50.00

**GIBSON GOLF MANAGEMENT LLC -
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Alt. Phone: [REDACTED]
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MANAGERS

Name: CHARLES LEON GIBSON
Gender: Male
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USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

Name: LISA MARIE GIBSON
Gender: Female
Correspondence Address: 100 N CLUBHOUSE DRIVE
AVONDALE, AZ 85323
USA
Phone: (623)232-0511
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

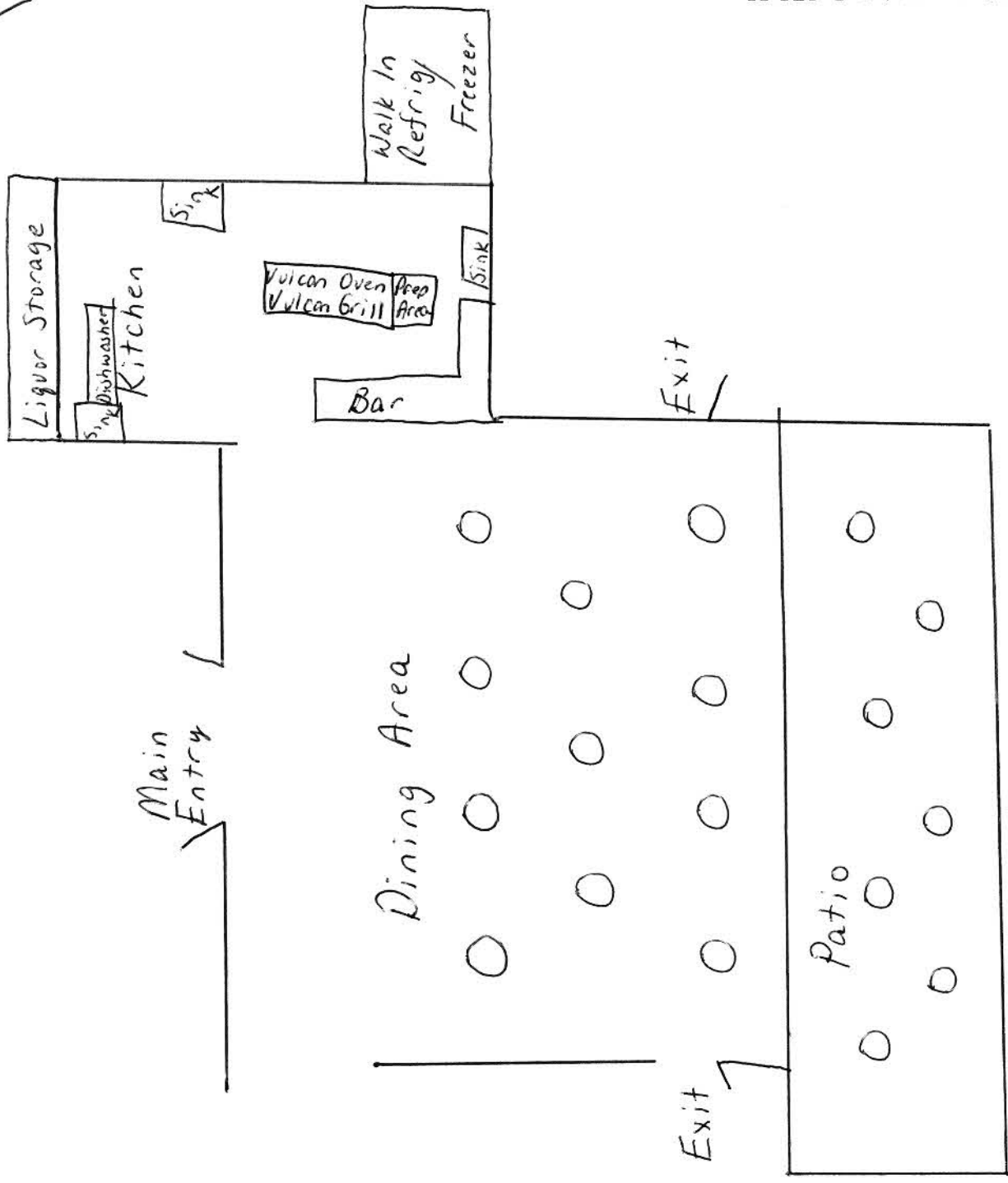
Application Number: 41652
Application Type: New Application
Created Date: 12/06/2018

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
12074701
- 2) Is the license currently in use?
Yes
- 3) Please submit section 5, page 6, of the license application when you reach the upload page.
Yes

North
↙

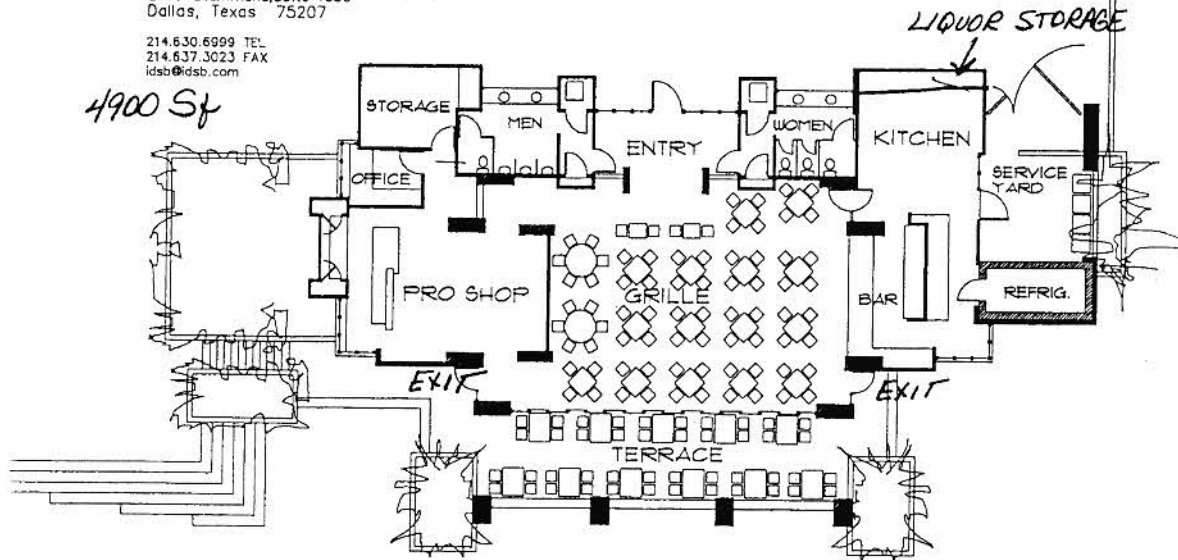


CLUBBUILD
 2777 Stemmons, Suite 1650
 Dallas, Texas 75207

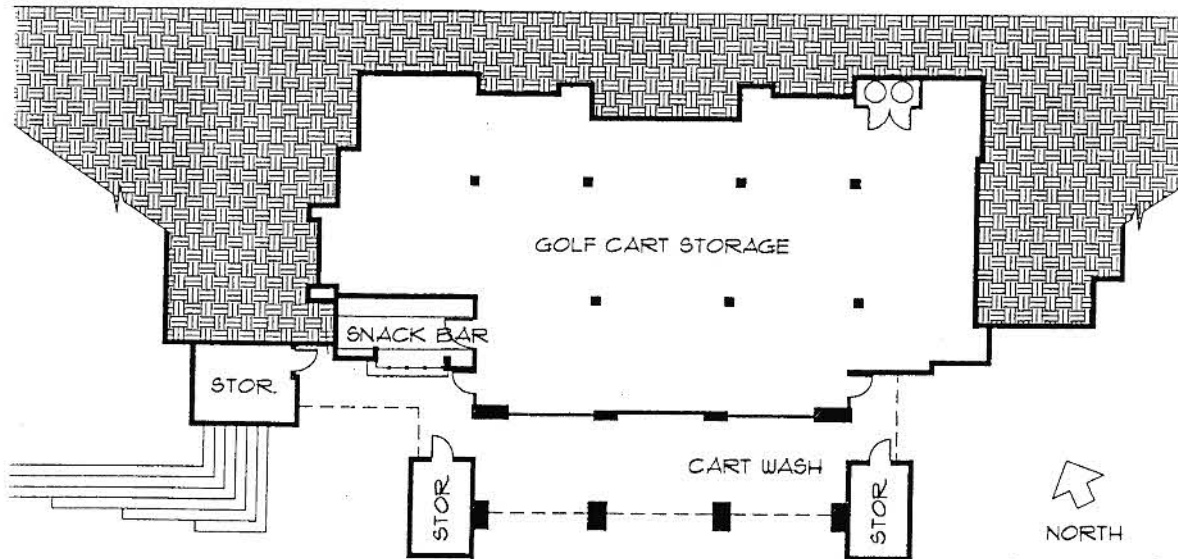
214.630.6999 TEL.
 214.637.3023 FAX
 idsb@idsb.com

GOLF CLUBHOUSE COLDWATER SPRINGS Avondale, Arizona

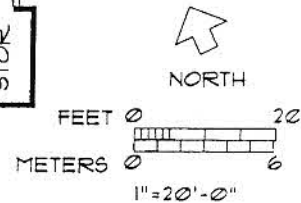
Dec 4, 2018



MAIN LEVEL PLAN



LOWER LEVEL PLAN



18 DEC 6 1994 Lic. PM 4:35



18 DEC 6 Lique. Lic. PM 4:35

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

RESTAURANT OPERATION PLAN

DLLC USE ONLY LICENSE #

41051

- Name of restaurant (Please print): Coldwater Springs Golf Club
- List by Make, Model, and Capacity of your: (If you attached a legible copy of your equipment list, only provide the following items:)

Grill	Vulcan 5 FT / 2.5 FT
Oven	Vulcan 2 door Box
Freezer	10 FT / 6 FT Walk-In
Refrigerator	10 FT / 6 FT Walk-In
Sink	(3) 3 compartment Dish / Single hand wash
Dish Washing Facilities	↓ ↓
Food Preparation Counter (Dimensions)	9 FT / 3 FT Stainless
Other	

- 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) [110]
 - Bar area of your premises: [+ 0]
 - Total dining and bar seating capacity of your premises: [= 110]
- 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.) 80 %

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.)

6 TV's

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(If yes, what type and how often (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	1
Bartenders	1
Hostesses	1
Managers	1
Servers	1
Other (<u>FLOATER</u>)	1
Other ()	
Other ()	

I, Lisa Marie Gibson, hereby declare that I am the APPLICANT filing this application.
(Print full name)

I have read this application and the contents and all statements true, correct and complete.

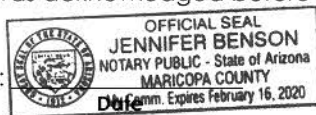
X [Signature]
(Signature of APPLICANT)

NOTARY

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 30 day of NOVEMBER 2018

My Commission Expires on:



[Signature]
(Signature of Notary Public)



Arizona Department of Liquor Licenses and Control

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

18 DEC 6 11:47 AM 4:35

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) Lisa Marie Gibson, have read and understand all aspects of this statement

X (Signature)

Controlling Person / Agent

State of

ARIZONA

County of

MARICOPA

the foregoing instrument was acknowledged before me this

30
Day

of

NOVEMBER
Month

2018
Year

My commission expires on:



Signature of NOTARY PUBLIC

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

18 DEC 5 11:41 PM 4 06



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

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

804, 666

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#: 41051

1. Check the
Appropriate
Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Jacobson Gary DuWayne Birth Date: _____
Last First Middle (NOT a public record)

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

4. Place of birth: Chicago IL USA Height: 5'9" Weight: 215 Eyes: Blue Hair: Gray
City State COUNTRY (not county)

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

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 8/2001

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

8. Business Name: Coldwater Springs Golf Club Business Phone: 623/232/0511

9. Business Location Address: 100 N. Clubhouse Dr. Avondale AZ Maricopa 85323
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
May 2013	CURRENT	Retired	

(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
8/2001	CURRENT	[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) GARY J. WAYNE JACOBSON 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

My Commission Expires on:



The foregoing instrument was acknowledged before me this

30

Day

of

NOVEMBER

Month

2018

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

*18 DEC 6 11:41 PM 4 36

**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)

Gary DuWayne Jacobson

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 Chicago State (or equivalent) Illinois Country or Territory USA

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

2) Name of document:

Driver's License

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.

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.

Gary DuWayne Jacobson
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

11/30/18
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.

'18 DEC 6 L197. Lic. PM 4:36

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D
10 END NONE
12 REST NONE
1 JACOBSON
2 GARY DUWAYNE
3 [REDACTED]

4a DLN
3 DOB

4b EXP 09/05/2022 4a ISS 09/07/2017
15 SEX M 18 EYES BLU
16 HGT 5'-09" 19 HAIR GRY
17 WGT 215 lb

DONOR ♥

5 DD 6055C8321J1014G2



18 DEC 6 17. Lic. PM 4 36

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

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

804, 1066

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#: 41651

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Gibson Charles Leon Birth Date: _____
Last First Middle (NOT a public record)

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

4. Place of birth: Fort Bragg, CA, USA Height: 6'1" Weight: 180 Eyes: Blue Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Gibson, Lisa Marie Birth Date: _____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 11/16/18

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

8. Business Name: Coldwater Springs Golf Club Business Phone: 623/232/0511

9. Business Location Address: 100 N. Clubhouse Dr. Avondale, AZ Maricopa 85323
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
June 2005	CURRENT	Golf course owner/ operator	Self Employed - Morgan Creek Golf Club 8791 Morgan Creek Ln. Roseville CA 95747

(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
Nov 2018	CURRENT	
May 2018	Nov 15, 2018	
Dec 2013	April 2018	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
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) Charles Leon Gibson hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: 

State of ARIZONA County of MARICOPA

My Commission Expires on:



The foregoing instrument was acknowledged before me this

30 Day of NOVEMBER, 2018

Day Month Year


Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____



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

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

804, 066

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

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

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Liquor License#:

41651

1. Check the
Appropriate
Box →

☒ Controlling Person☐ Agent
☐ Premises Manager
 (complete all questions except #12)

2. Name: Gibson, Lisa Marie Birth Date: _____
Last First Middle (NOT a public record)

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

4. Place of birth: Petaluma, CA, USA Height: 5'5" Weight: 140 Eyes: Green Hair: Blonde
City State COUNTRY (not county)

5. Name of current/most recent spouse: Gibson, Charles Leon Birth Date: _____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 11/16/18

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

8. Business Name: Coldwater Springs Golf Club Business Phone: 623.123.210511

9. Business Location Address: 100 N. Clubhouse Dr. Avendale AZ Maricopa 85323
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
6/2009	CURRENT	Controller	Morgan Creek LLC 8791 Morgan Creek Lane Roseville CA 95747

(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
11/2018	CURRENT	[REDACTED]
5/2018	11/15/18	
12/2013	4/2018	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
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) Lisa Marie Gibson 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.

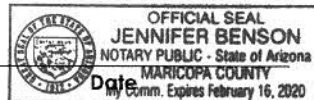
Signature: [REDACTED]

State of ARIZONA

County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on:



30 Day of NOVEMBER, 2018

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: _____

Coldwater

GRILL

*18 DEC 6 Liqueur, Lic. PM 4 05
BREAKFAST

Two Egg Breakfast	\$7.50
Croissant Breakfast Sandwich	\$7.00
Breakfast Burrito	\$8.50
BLT Breakfast Sandwich	\$8.50

APPETIZERS

Basket of Fries	\$5.00
Basket of Onion Rings	\$6.50
SW Egg Rolls	\$8.50
Jalapeno Poppers	\$7.00
Mozzarella Sticks	\$8.00
Sliders	\$9.50

MEALS

Burger & Fries	\$9.50
Chicken Tenders & Fries	\$8.50
Hot Dog & Chips	\$6.75
Wrap Ham or Turkey & Chips	\$8.50
Deli Sandwich Ham or Turkey & Chips	\$8.50
Breaded Chicken Sandwich & Chips	\$9.50
Three Cheese Grilled Cheese & Chips	\$7.75
Cheesesteak Sandwich & Fries	\$10.50
Classic BLT & Chips	\$10.00
Green Chili Cheese Burger & Fries	\$10.50

SNACKS \$1.75 EACH

Chips
Candy Bar
Breakfast Bar
Muffin
Cookies
Trail Mix
Peanuts

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ **SERIES 12 – RESTAURANT**

ROUTING:

☒ **POLICE DEPARTMENT**

☐ **FIRE DEPARTMENT**

☐ **DEVELOPMENT SERVICES**

☐ **FINANCE DEPARTMENT**

APPLICANT'S NAME: GARY DUWAYNE JACOBSON

BUSINESS NAME: COLDWATER SPRINGS GOLF CLUB

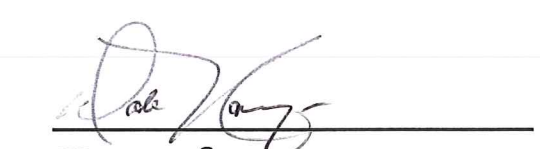
BUSINESS ADDRESS: 100 N CLUBHOUSE DRIVE

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

DEPARTMENTAL COMMENTS:

☒ **APPROVED**

☐ **DENIED**



SIGNATURE*

Police Chief

TITLE

12/18/18

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JANUARY 22ND, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DECEMBER 19TH, 2018



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☒ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☐ FINANCE DEPARTMENT

APPLICANT'S NAME: GARY DUWAYNE JACOBSON

BUSINESS NAME: COLDWATER SPRINGS GOLF CLUB

BUSINESS ADDRESS: 100 N CLUBHOUSE DRIVE

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

J. Napier
SIGNATURE
Fire Marshal
TITLE

12/13/18
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JANUARY 22ND, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: DECEMBER 19TH, 2018



Development Services & Engineering Department

DATE: December 13, 2018

TO: Marcella Carrillo, City Clerk

PREPARED BY: Ken Galica, Division Lead Planner (623) 333-4019

SUBJECT: Series 12 (Restaurant) Liquor License
Coldwater Springs Golf Club
100 North Clubhouse Drive

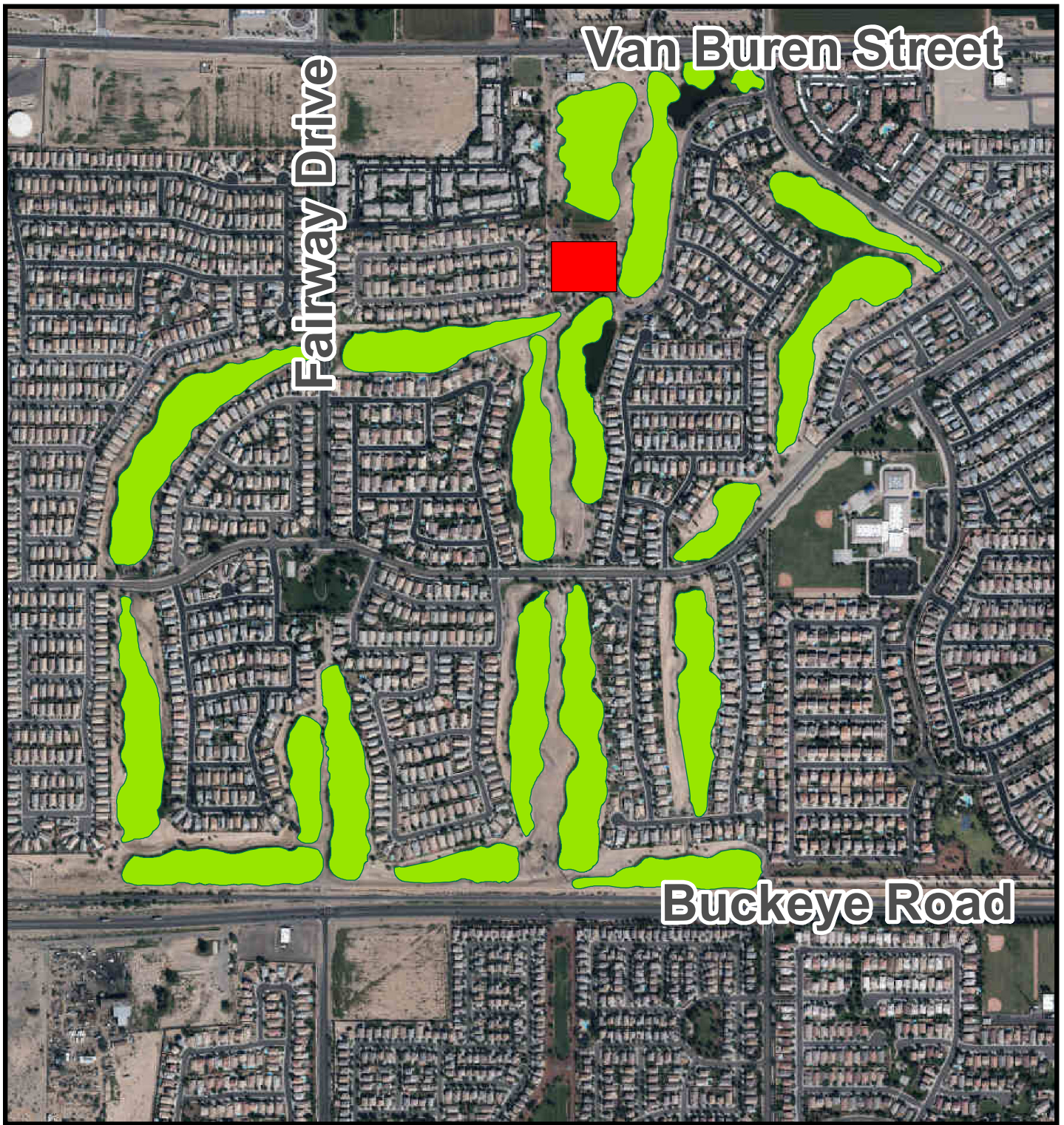
Coldwater Springs Golf Club is an existing public golf course located south of Van Buren Street, west of Fairway Drive, within the Coldwater Springs master planned community. The bar and grill located inside the golf course clubhouse has operated with a Series 12 (Restaurant) Liquor License since it opened in the early 2000s. Issuance of a new Series 12 (Restaurant) liquor license is required to allow new ownership to continue alcohol sales on the premises.

Series 12 (Restaurant) liquor licenses are exempt from state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Open Space and the current zoning is Planned Area Development (PAD). A golf course, which may include an ancillary clubhouse bar and grill, is a permitted use at this location.

Staff recommends approval of this request.

Attachment: Aerial Photograph
Zoning Vicinity Map



Aerial Photograph

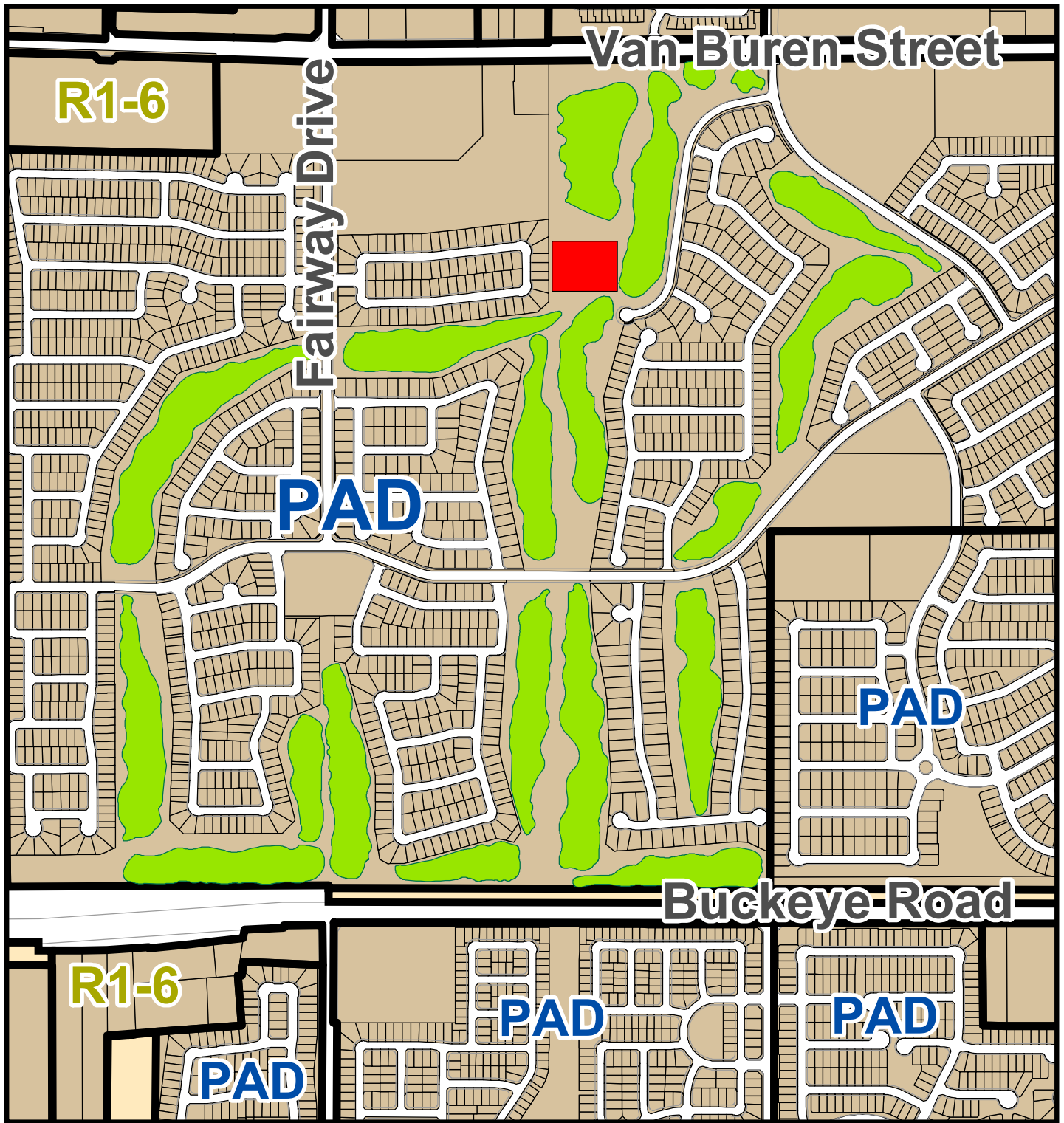


Coldwater Golf Club



Clubhouse Location





Zoning Vicinity Map

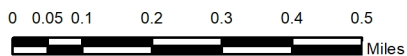


Coldwater Golf Club



Clubhouse Location





Avondale GIS Division of Information Technology

COLDWATER SPRINGS GOLF CLUB
100 N CLUBHOUSE DR
1 Mile Buffer

Legend

PLACES OF WORSHIP

Liquor License

SERIES 3

SERIES 5

SERIES 6

SERIES 7

SERIES 9

SERIES 9S

SERIES 10

SERIES 11

SERIES 12

SERIES 14

SERIES 15

SERIES 16



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☒ FINANCE DEPARTMENT

APPLICANT'S NAME: GARY DUWAYNE JACOBSON

BUSINESS NAME: COLDWATER SPRINGS GOLF CLUB

BUSINESS ADDRESS: 100 N CLUBHOUSE DRIVE

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

DEPARTMENTAL COMMENTS: No concerns.

☒ APPROVED

☐ DENIED

Daniel Vazquez
SIGNATURE

12/18/18

DATE

Privilege Tax Auditor

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **JANUARY 22ND, 2019**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **DECEMBER 19TH, 2018**

100



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: DECEMBER 27, 2018

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: JANUARY 22, 2019
AT 7:00 PM.

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

****SERIES 12: RESTAURANT LICENSE ****

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

COLDWATER SPRINGS GOLF CLUB
100 N CLUBHOUSE DRIVE
AVONDALE, AZ. 85323

THIS APPLICATION, CONTACT STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007. STATE LIQUOR DEPT. (602) 542-8789. INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

State of Arizona
Department of Liquor Licenses and Control
Form 1-100 (Rev. 12/18/2018) (1-100-01) PMA
Local Government Self Report

LICENSE

License Type: RESTAURANT
License Number: 100 N CLUBHOUSE DRIVE
Address: AVONDALE, AZ 85323
City: AVONDALE
County: AVONDALE
State: AZ
Effective Date: 12/27/2018
Expiration Date: 12/27/2019

AGENT

Name: [REDACTED]
Title: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
State: [REDACTED]
Zip: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]

OWNER

Name: [REDACTED]
Title: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
State: [REDACTED]
Zip: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]

MANAGER

Name: [REDACTED]
Title: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
State: [REDACTED]
Zip: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]

MANAGER MEMBER

Name: [REDACTED]
Title: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
State: [REDACTED]
Zip: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]

MANAGER

Name: [REDACTED]
Title: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
State: [REDACTED]
Zip: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]



CITY COUNCIL AGENDA

SUBJECT:

Second Amendment to Cooperative Purchasing
Agreement - Applied Diving Services, Inc.

MEETING DATE:

1/22/2019

TO: Mayor and Council

FROM: Kirk Haines, Parks and Recreation Director, 623-333-2411

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

PURPOSE:

Staff is requesting that City Council approve the second amendment to the Cooperative Purchasing Agreement with Applied Diving Services, Inc. to provide commercial diving services increasing the amount by \$39,500 for a new maximum total aggregate amount not to exceed of \$119,000 over the term of the agreement and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the City of Tempe entered into Contract Number WUD14-153-01, dated June 20, 2014 with Applied Diving Services, Inc. for various commercial diving services. Tempe's contract allows for cooperative use by other governmental agencies including the City of Avondale. On January 20, 2015, the Avondale City Council approved a Cooperative Purchasing Agreement with Applied Diving Services based on the Tempe contract. And on March 19, 2018, City Council approved the first amendment which expanded the aggregate amount to \$79,500.

DISCUSSION:

As part of the focused preventative maintenance programs of the Parks and Recreation and Public Works Departments, several divisions utilize the services provided by Applied Diving Services, Inc. The Public Works Department, Water Production Division utilizes Applied Diving to inspect the reservoirs, both concrete and steel, located throughout the system. The Water Reclamation Division utilizes the Applied services to inspect the effluent pump wet-well and the Wetlands Division utilizes the services for annual inspection and maintenance of the sedimentation basins at Crystal Gardens Wetlands.

The Parks and Recreation Department utilized Applied Divers sediment audit services to determine the depth of sediment in the lake at Friendship Park. Applied Diving has satisfactorily provided services to various city departments.

After the sediment audit was completed at Friendship Park, it was determined the sediment that has accrued over the past several years needs to be removed because it is negatively impacting the efficient operation of the irrigation system. The removal of the sediment will result in a more efficiently run irrigation system at the park. Currently, the park is experiencing clogged irrigation nozzles and inefficient irrigation flows due to excess sediment from the pond. Dredging

the sediment from the lake will reduce downtime and increase irrigation system operation throughout the park.

Once this contract is approved, Applied Diving Services will schedule the lake dredging at Friendship Park. These services will occur with normal lake levels, however, the irrigation system will need to remain closed throughout the duration of the sediment removal. The length of time to complete the sediment removal is approximately one month, and is schedule to begin by mid-February.

BUDGET IMPACT:

Funds are available in the Parks and Recreation Department, Grounds Maintenance Division, Account No. 101-5220-00-6320, for the increased costs for the Applied Diving Services, Inc. in the amount of \$39,500.

RECOMMENDATION:

Staff is recommending that City Council approve the second amendment to the Cooperative Purchasing Agreement with Applied Diving Services, Inc. to provide commercial diving services increasing the amount by \$39,500 for a new maximum total aggregate amount not to exceed of \$119,00 over the term of the agreement and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Second Amendment to Cooperative Purchasing Agreement - Applied Diving Services](#)

**SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
APPLIED DIVING SERVICES, INC.**

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “Second Amendment”) is entered into as of January 22, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Applied Diving Services, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Tempe, Arizona (“Tempe”) entered into Contract No. WUD14-153-01, dated June 20, 2014, as extended by Contract Renewal Notice No. 1, dated May 5, 2015, Contract Renewal Notice No. 2, dated May 5, 2016, Contract Renewal Notice No. 3, dated April 19, 2017, and Contract Renewal Notice No. 4, dated April 3, 2018, with the Contractor for the Contractor to provide commercial diving services (collectively, the “Tempe Contract”). A copy of Contract Renewal Notice No. 4 is attached hereto as Exhibit 1 and incorporated herein by reference.

B. The City and the Contractor entered into Cooperative Purchasing Agreement No. 14041C, dated January 5, 2015 (the “Initial Agreement”), based upon the Tempe Contract, for the Contractor to provide the City with commercial diving services (the “Services”).

C. The Initial Agreement was amended once on March 19, 2018, to purchase additional Services for other departments and increase Contractor’s compensation (the “First Amendment”). The Initial Agreement and the First Amendment are collectively referred to herein as the “Agreement.” All capitalized terms not otherwise defined in this Second Amendment have the same meanings as set forth in the Agreement.

D. The City has determined that it is necessary for Contractor to dredge Friendship Park pond (the “Additional Services”).

E. The City and the Contractor desire to enter into this Second Amendment to (i) extend the term of the Agreement (ii) modify the scope of work to include the Additional Services and (iii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

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

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 19, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Contractor shall provide the Additional Services as set forth in the Proposal, attached hereto as Exhibit 2 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Contractor by \$39,500.00 for the Services at the rates set forth in the Tempe Contract and the Proposal, resulting in an increase of the aggregate not-to-exceed compensation from \$79,500.00 to \$119,000.00.

4. Effect of 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.

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

APPLIED DIVING SERVICES, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
APPLIED DIVING SERVICES, INC.

[Tempe Contract Renewal Notice No. 4]

See following pages.



Internal Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number WUD14-153-01
Contract Description Commercial Diving Services

Date 04.03.2018

15435

Applied Diving Services

Steven Moses
2127 S. Priest Dr. Ste 406
Tempe Az 85282

Renewal Information

Beginning 06/20/2018

Ending 06/19/2019

Renewal 4 of 4

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Applied Diving Services certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Shireen Boone, CPPB, CPPO	480-350-8617	shireen_boone@tempe.gov
Procurement Specialist	Patricia Acosta, MPA	480-350-8618	patricia_acosta@tempe.gov

To Be Completed and Signed By Applied Diving Services

Contract Number WUD14-153-01
Contract Description Commercial Diving Services

Contractor's Name **Applied Diving Services**

Contractor's Mailing Address 2127 S. Priest Dr. Ste 406 Tempe Az 85282

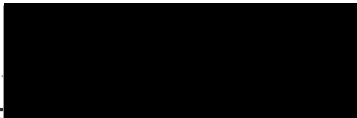
Printed name of person signing Steven Moses

Phone Number 602-258-1116

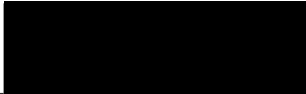
email Address smoses@rubiconfab.com

Contractor's Authorized Signature 

City of Tempe Contract Renewal Acceptance


Shireen Boone, CPPB, CPPO
Procurement Officer

4/9/18
Date


Michael Greene, CPM, CPPO
Procurement Administrator

4-9-18
Date

EXHIBIT 2
TO
SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
APPLIED DIVING SERVICES, INC.

[Proposal]

See following pages.



"Excellence in a Rugged Environment"

Applied Diving Services, Inc.
12141 N. Sunset Vista Drive
Fountain Hills, AZ 85268
Main: 602-258-1116
FAX: 480-214-0118

www.applieddiving.com

Arizona License No. ROC 160416
California License No. 942354

APPLIED DIVING SERVICES, INC. - PROPOSAL

"Excellence in a Rugged Environment"



Applied Diving Services Quote #: 18-046

Client: City of Avondale

Contact: Christina Underhill

Location: Friendship Park

CONFIDENTIALITY

This document is the exclusive property of Rubicon Applied Divers, Inc. It has been provided for the purpose for which it has been supplied and is not for general disclosure. The person or entity receiving this document agrees to ensure the information contained herein is only disclosed to those persons or entities having a legitimate right to receive it. The recipient should further note that this document is not to be distributed or disclosed in whole or in part to any third parties without the prior written consent of Rubicon Applied Divers, Inc.



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CITY COUNCIL AGENDA

SUBJECT:

Resolution 3514-119 - Intergovernmental
Agreement with Maricopa County to Waive
Traffic Control Permit Fees

MEETING DATE:

1/22/2019

TO: Mayor and Council

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

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

PURPOSE:

Council will consider adoption of a Resolution for approval of an Intergovernmental Agreement (IGA) between Maricopa County and the City of Avondale to Waive Traffic Control Plan Permit Fees

BACKGROUND:

Prior to scheduling construction or maintenance work in or adjacent to City or County rights of way, the entity performing the work must apply for a Traffic Control Plan (TCP) Permit, which is accompanied by a plan showing the proposed traffic control devices that will be set up to maintain safety for the construction crew and traveling public.

When the City of Avondale is constructing a project or performing maintenance in or adjacent to County ROW, the City or City's contractor must file a TCP with the County, accompanied by the TCP Permit fee. Similarly, when the County is performing construction or maintenance work in or adjacent to City ROW, the County or the County's contractor must submit a TCP to the City, along with the permit fee.

DISCUSSION:

In an effort to work together, the City of Avondale and Maricopa County are interested in a reciprocal fee waiver agreement, whereby the fees associated with Traffic Control Plan review and processing would be waived by both the City and the County when the other entity submits such an application. The number of applications submitted by each entity has historically been on the order of five (5) times per year, and the cost of the permits issued by each party would be expected to total less than \$1,000 in fees per year.

This agreement only waives the fees associated with the TCPs, and does not remove the requirement to submit TCPs when needed. TCPs will continue to be submitted to, and reviewed by, each entity, as it has in the past.

The proposed term of this Agreement is from the date that it is approved by the Maricopa Board of Supervisors through June 30, 2024.

STRATEGIC PLAN ALIGNMENT

Initiative:

Encourage & Support Creative Innovation in Development & Service Delivery

Goal:

Improve Internal and External Customer Service Delivery

Objective:

Partner with Maricopa County in a reciprocal waiver of fees associated with Traffic Control Plan Reviews

BUDGET IMPACT:

The cost of permits issued by the County and the City of Avondale are expected to be less than \$1,000 in fees per year each.

RECOMMENDATION:

Staff recommends adoption of a Resolution for approval of the Intergovernmental Agreement (IGA) between Maricopa County and the City of Avondale to Waive Traffic Control Permit Fees.

ATTACHMENTS:

Description

[Resolution 3514-119](#)

RESOLUTION NO. 3514-119

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO TRAFFIC CONTROL PERMIT FEES.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, Arizona, relating to waiving traffic control permit fees (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, January 22, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3514-119

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF AVONDALE
TO WAIVE TRAFFIC CONTROL PERMIT FEES

(C-64-19-____-M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Avondale, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorize the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The Parties desire to develop and implement a cooperative agreement to waive traffic control permit fees under certain circumstances.
5. There are instances where the City or their contractor is constructing a project adjacent to or near the County's right-of-way, but the County is not a partner in the project and the project work is not in the County's right-of-way. These projects may require traffic control devices to be set up in the County's right-of-way for proper notice and safety reasons.
6. There are other instances where the County or their contractor is constructing a project adjacent to or near the City's right-of-way, but the City is not a partner in the project and the project work is not in the City's right-of-way. These projects

may require traffic control devices to be set up in the City's right-of-way for proper notice and safety reasons.

7. In the cases described in Paragraphs 5 and 6, it may be reasonable to consider waiving traffic control permit fees because each Party derives a benefit.
8. In this Agreement, traffic control permit fees include but are not limited to any and all plan review fees, processing fees, and permit fees.
9. The Parties recognize that the circumstances described in Paragraphs 5 and 6 occur an estimated five (5) times per year. The costs of the permits issued by each Party would be expected to total less than \$1,000 in fees per year. Nothing in this Agreement shall limit the number of permits per year that are eligible under this Agreement.

DURATION

10. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors, and remain in full force and effect through June 30, 2024. Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to formalize a reciprocal agreement to waive traffic control permit fees in certain circumstances.

TERMS OF THE AGREEMENT

12. **Responsibilities of the County and the City:**
 - 12.1 Each Party shall ensure that each permit issued under authority of this Agreement complies with all standard permitting requirements and other terms as may be deemed necessary by the County Transportation Director (or designee) with respect to permits issued by the County and the City Manager (or designee) with respect to permits issued by the City.
 - 12.2 Each Party shall ensure any contractor liability insurance is acquired and lists the permitting Party as additional insured. Each Party shall also provide a copy of the insurance certificate to the permitting Party, as applicable.

- 12.3 Each Party shall reference this Agreement when applying for a permit under the conditions of this Agreement.
 - 12.4 Each Party shall submit the required traffic control application(s) and traffic control plan(s).
 - 12.5 Each Party shall expedite the review of the traffic control application and plan, if applicable.
13. **Responsibilities of the County:**
- 13.1 Upon receipt of proper documentation, as listed in Paragraph 12.4, the County shall waive all traffic control permit fees for City projects meeting the criteria in Paragraph 5 and Paragraph 12.
 - 13.2 The County Transportation Director (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.
14. **Responsibilities of the City:**
- 14.1 Upon receipt of proper documentation, as listed in Paragraph 12.4, the City shall waive all traffic control permit fees for County projects meeting the criteria in Paragraph 6 and Paragraph 12.
 - 14.2 The City Manager (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.

GENERAL TERMS AND CONDITIONS

- 15. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have

been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

16. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
17. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 17.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 17.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 17.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 17.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
18. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
19. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the

Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

20. All notices required under this agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

City:

City of Avondale
Attn: City Manager
11465 West Civic Center Drive
Avondale, AZ 85323

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

21. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
22. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.

23. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
24. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Avondale City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
25. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
26. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
27. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
28. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
29. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
30. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for

the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

31. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
32. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
33. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
34. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
35. Nothing in this Agreement or any permit shall be construed as committing the Parties to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses associates with a project the Party is not a partner to.
36. Nothing in this Agreement or any permit shall be interpreted to enlarge or expand the County's or City's authority.
37. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
38. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF AVONDALE

MARICOPA COUNTY

Recommended by:

Recommended by:

Charles Montoya
City Manager

Date

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Approved and Accepted by:

Kenn Weise
Mayor

Chairman _____ Date _____
Board of Supervisors

Attest by:

Attest by:

Clerk
Date

Clerk of the Board Date

APPROVAL OF CITY ATTORNEY AND DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

City Attorney _____ Date _____

Deputy County Attorney Date



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3517-119 - Amendment to
Intergovernmental Agreement with the City of
Phoenix for Processing Recyclable Materials

MEETING DATE:

1/22/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

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

PURPOSE:

Staff is requesting that the City Council adopt Resolution 3517-119 authorizing an amendment to the Intergovernmental Agreement with the City of Phoenix for recyclable materials processing and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale provides once a week curbside recycling service to approximately 22,000 households. Annually, the city collects approximately 5,000 tons of recycling materials. The recycling materials are delivered to the City of Phoenix Materials Recycling Facility for processing. After the materials are processed they are sold on the open market. In the last year the market for recycling materials has drastically changed. The change is attributed to China's "National Sword" Policy, which was enacted on January 1st. Under this policy, China is enforcing bans on 24 types of solid waste and recyclables, including various plastics and unsorted mixed papers, and sets a much tougher standard for contamination levels. Which is currently set at .5%. This is nearly an impossible standard to meet with the processing technologies in place today. This is causing the recycling industry to make adjustments to try and keep recycling programs viable throughout the country.

DISCUSSION:

The recycling markets are volatile and are in a downward cycle. Commodity prices for cardboard, plastics, metals and paper have all continued to fall over the last five years. There are a number of factors that have contributed to this decline, including a slowing demand from China, over supply, and contamination. Moving forward, it will be extremely important to properly manage the recycling program, not only on an operational level but also to deal with the ebbs and flows of the commodities market.

Staff believes that continuing our partnership with the City of Phoenix remains in the best interest of both cities. It provides a stable partnership that has a regional impact. However, changes in the agreement will need to be made to reflect the market conditions.

The City of Phoenix has requested an adjustment in the terms of the contract, specifically in the compensation section. This adjustment is necessary as the cost of processing the materials is exceeding what they can be sold for. Staff has negotiated new terms, which we believe are fair for both parties and will allow the recycling partnership to continue. The following are included as part of the new terms:

- Phoenix will calculate a quarterly blended rate per ton of materials sold "blended rate"
- Phoenix will calculate an annual processing fee per ton of materials "processing fee"
- Annual audits will be conducted to determine "reject content"

As reject levels (contamination) are the single biggest factor negatively impacting the value of materials and the cost of processing, Phoenix will now conduct annual audits to determine the reject content of materials received from Avondale. A credit per ton will be applied based on the determined reject content. The credit will be calculated as follows:

Audited Reject Content	Audited Reject Credit Per Ton
25% to 35%	\$0.00
20% to 24%	\$5.00
Up to 19%	\$12.00

- If the "blended rate" is higher than the "processing fee", Phoenix and Avondale will share the excess revenue and reject credit 50/50.
- If the "blended rate" is lower than the "processing fee", Avondale will be charged to make up the difference up to but not to exceed the processing fee and get the full value for the reject credit.

Under the new terms, the rate calculation beginning January of 2019 will be as follows:

Blended Rate	\$49.22/ton
Processing Fee	\$70/ton
Reject Content 20% =	\$5 credit/ton

Calculation

49.22-70 =	\$(20.78)
Reject Credit \$	<u>5.00</u>
Totals	\$(15.78)

As shown above, Avondale will now be paying \$15.78 per ton of recyclable materials delivered to Phoenix. This will change on a quarterly basis as the "blended rate" is adjusted based on actual market conditions. This is a shift from the past where the City of Avondale was often paid for recyclables. It should be noted that the alternative to recycling is land filling. The current landfill rate for the City of Avondale is \$27.50. So in addition to the environmental benefits provided by recycling, it is resulting in a cost avoidance of \$11.72 per ton (\$27.50 less the \$15.78).

If market conditions continue to deteriorate to the point that recycling fees approach landfill fees, staff will come before Council to discuss options on recycling operations.

The agreement has an initial three year term which started July 1, 2016 and ends June 30, 2019. The initial term of this agreement may be renewed in one year increments for a total of two renewal years.

BUDGET IMPACT:

The current rate of \$15.78/ton equates to approximately \$39,450 for processing recyclables for the current year budget (January to July). Staff is currently working with the Finance Department to analyze the effect of these changes on the sanitation fund and how they may affect the sanitation rates. Costs associated with these charges will be paid from Solid Waste account 520-6830-00-6151, Recycling Fees. Any necessary changes will be brought before Council for review and approval.

RECOMMENDATION:

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

ATTACHMENTS:

Description

[Resolution 3517-119](#)

RESOLUTION NO. 3517-119

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX, RELATING TO PROCESSING AVONDALE’S RECYCLABLE MATERIALS.

WHEREAS, on June 20, 2016, the Council of the City of Avondale (the “City Council”) adopted Resolution 3323-616, approving an Intergovernmental Agreement with the City of Phoenix for processing of Avondale recyclable materials (the “Existing IGA”); and

WHEREAS, in response to volatile markets for recyclable materials, the Existing IGA requires amendment.

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 First Amendment to the Intergovernmental Agreement with the City of Phoenix relating to processing Avondale’s recyclable materials (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and 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,
January 22, 2019.

Kenn Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3517-119

(Amendment)

See following pages.



**INTERGOVERNMENTAL AGREEMENT
AMENDMENT**

**CITY OF PHOENIX
Public Works Department
Diversion & Disposal Division
200 W. Washington Street, 6th fl.
Phoenix, AZ 85003**

Effective Date 01/1/2019
Solicitation No. N/A
SRM/SAP Contract No. N/A
City Clerk No. 143194
Amendment No. 1

IGA Title Avondale for Processing Recyclable Materials
Municipality Name City of Avondale
Contact E-mail Imiller@avondale.org
Name Eduardo Rodriguez
Telephone No. (602) 495-5362
Email eduardo.rodriguez@phoenix.gov

**THE ABOVE REFERENCED INTERGOVERNMENTAL AGREEMENT
IS AMENDED AS FOLLOWS:**

1. Page 2, "Definitions", the following verbiage will be added:

"Average Quarterly Outbound Blended Rate" means the average sales price per ton for all material sorted and sold at the North Gateway MRF during a calendar month.

"Blended Rate" means the average sales price per ton for all materials sorted and sold at the North Gateway Materials Recovery Facility during a calendar month.

"Processing Fee" means the sum of the processing fee paid to the Material Recovery Facility processor, revenue share to the processor and any City of Phoenix operating costs to run the recycling facility not covered by what is paid to the processor.

"Rejects" means non-recyclable waste that is delivered to the facility which is segregated from Recyclable materials during processing.

2. Changes to Compensation. Section 13, Page 5, "Compensation", is deleted in its entirety and replaced with the following:

13. Processing Fee and Shared Revenue

13.1. Charge or Rebate. Avondale will pay, or receive a credit from, Phoenix for each ton of Recyclables accepted and processed at the MRFs. The per ton Processing Fee that Avondale pays will be applied against the calculated Average Quarterly Outbound Blended Rate (AQOBR) per ton shipped by Phoenix from the MRFs. The AQOBR will be calculated quarterly using the blended rate at the North Gateway Transfer Station. If the AQOBR is higher than the Processing Fee, the



INTERGOVERNMENTAL AGREEMENT AMENDMENT

**CITY OF PHOENIX
Public Works Department
Diversion & Disposal Division
200 W. Washington Street, 6th fl.
Phoenix, AZ 85003**

excess revenue, net of the Processing Fee, will be 50% for the City of Avondale and 50% for the City of Phoenix. An AQOBR that is less than the Processing Fee will result in a charge to Avondale that will not exceed the Processing Fee.

Below is the current price schedule:

Price Schedule			
Item No.	Description	Price	Effective Date
Item 1	Processing Fee	\$70.00 per ton	07/01/2018-6/30/2019
Item 2	Average Quarterly Outbound Blended Rate	\$49.22 per ton	Q1 01/01/2019-03/31/2019
Item No.	Description	Percent	Effective Date
Item 3	Reject Content	20% \$5.00 Credit Per Ton	07/01/2018-6/30/2019

Loads with more than 35% non-recyclable material may be rejected consistent with Section 10.

AQOBR adjustments will follow the scheduled quarters commencing January 1st, April 1st, July 1st and October 1st. AQOBR adjustment quarters are defined as January, February and March (Q1); April, May and June (Q2); July, August and September (Q3); and October, November and December (Q4). Blended rate adjustment calculations for January 1st will be per the quarter of July 1st-September 30th; April 1st adjustment will be per the quarter of October 1st-December 31st; July 1st adjustments will be per the quarter of January 1st-March 31st; and October 1st adjustment shall be per the quarter of April 1st through June 30th. Phoenix will provide the AQOBR in writing to Avondale quarterly.

Phoenix will review and adjust the Processing Fee annually, subsequent to the expiration of the current operating agreement with the MRF operator, and based solely on a negotiated amount between the MRF Operator and the City of Phoenix. Below is a sample table to be used as a reference to illustrate calculation of potential future charges and rebates:

Quarterly Outbound Blended Rate per Ton	Audited Reject Credit	Less Recycling Plant Processing Fee	Rebate = + Charge = -
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	INTERGOVERNMENTAL AGREEMENT AMENDMENT	CITY OF PHOENIX Public Works Department Diversion & Disposal Division 200 W. Washington Street, 6th fl. Phoenix, AZ 85003
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\$70.00/ton	\$0.00/ton (Audited Reject Content 25% to 35%)	\$-70.00/ton	No Rebate No Charge
\$56.05/ton	\$5.00/ton (Audited Reject Content 20% to 24%)	\$-70.00/ton	\$-8.95 Charge
\$90.00/ton	\$12.00/ton (Audited Reject Content 0% to 19%)	\$-70.00/ton	+\$16.00 Rebate (50/50 Revenue Share)

13.2 Recycling Rejects. Phoenix will conduct annual audits to determine the reject level of the inbound material delivered by Avondale. Upon consent of Phoenix, Avondale may request additional audits, not more than quarterly, to evaluate the impact of educational, inspection and enforcement programs to curb reject material. Reject content is the single biggest factor negatively impacting the value of the material and cost. Reducing reject content will increase the average quarterly outbound blended rate per ton calculated as follows:

Audited Reject Content	Additional Credit Per Ton
25% to 35%	\$0.00
20% to 24%	\$5.00
Up to 19%	\$12.00

Any loads of Recyclables delivered by Avondale that, at the sole discretion of Phoenix, does not meet the composition or quality standards of the Phoenix Recycles Program as defined in Exhibit A, will be subject to rejection and charged the transfer station's refuse rate which is currently \$38.25 per ton.

13.3 Invoices. For months that Avondale is required to pay Phoenix for each ton of Recyclables accepted and processed at the MRF's, Phoenix will calculate and invoice Avondale by the 25th day of the month for the previous month. Avondale will pay within 30 days of the invoice date. Avondale must maintain compliance with Phoenix's charge account requirements as defined in Chapter 27 of the Phoenix City Code where not in conflict with this Agreement.

- Exhibit A, "Guidelines of the "Phoenix Recycles" program", is amended by replacing it in its entirety with the following verbiage:

Exhibit A

Guidelines for Phoenix's Recycling Program

The following chart shows the materials that are acceptable and unacceptable in the recycle container:





INTERGOVERNMENTAL AGREEMENT AMENDMENT

CITY OF PHOENIX
Public Works Department
Diversion & Disposal Division
200 W. Washington Street, 6th fl.
Phoenix, AZ 85003

Materials	Acceptable	Unacceptable
Paper	Office paper, mail, newspaper, magazines, catalogs, magazines, telephone books, milk/juice cartons, juice boxes, paper towel and toilet paper tubes	Tissue paper, toilet paper, paper towels, napkins, hardback or paperback books, padded envelopes, photographs
Plastic	Jugs, bottles, jars, cups, containers, coffee cup lids, flower pots and trays, plates, clamshells	Plastic kitchen bags, plastic shopping bags, soft or film plastics, Styrofoam, candy wrappers, chip bags, dog food bags
Metal	Steel/tin food cans, aluminum beverage cans, party trays, aluminum foil, clean aluminum pie plates/trays	Metal sheets, electronics, car parts, batteries, propane tanks
Cardboard	Boxes (packages and food boxes)-broken down, clean pizza boxes	Greasy pizza boxes
Glass	Bottles, jars	Light bulbs, ceramics, sheets of glass, mirrors, window panes, dishes
Miscellaneous		Clothing, textiles, any bagged materials

Tips by category:

Paper

Paper products should be clean and removed from binders, folders and bindings. Paper products like tissue, napkins and paper towels are not recyclable because their fibers are too short.

Plastic

Keep lids on all plastic bottles. Lids are too small to be recycled separately. No plastic bags of any kind (even if they have a recycle symbol on them). This includes plastic kitchen bags, plastic shopping bags, sandwich bags and bubble wrap, etc. These items get wrapped around the machinery and are not accepted in the recycle container.

Metal

Place metal lids inside of cans

Cardboard

Cardboard is acceptable in the blue container, but greasy pizza boxes are not. Salvage the non-greasy parts of the pizza box for recycling.

Glass

Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both separately in your blue recycling container.

General Recycling Protocol

All recyclable material must be relatively clean, dry, empty and uncrushed. No need to excessively wash



**INTERGOVERNMENTAL AGREEMENT
AMENDMENT**

**CITY OF PHOENIX
Public Works Department
Diversion & Disposal Division
200 W. Washington Street, 6th fl.
Phoenix, AZ 85003**

recyclables, a quick rinse is sufficient.

Do NOT bag, box or tie recyclables. Keep all recyclables loose. Keep items separate, do not nest.

3. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not the original Agreement will govern to the extent necessary to support the intent of the Agreement.

**ALL OTHER IGA PRICES, TERMS,
AND CONDITIONS WILL REMAIN THE SAME**

City of Avondale

City of Phoenix



**INTERGOVERNMENTAL AGREEMENT
AMENDMENT**

**CITY OF PHOENIX
Public Works Department
Diversion & Disposal Division
200 W. Washington Street, 6th fl.
Phoenix, AZ 85003**

Charles Montoya, City Manager

Ginger Spencer, Public Works Director

ATTEST:

ATTEST:

City Clerk

Deputy City Clerk

APPROVED AS TO FORM: APPROVED AS TO FORM:

City Attorney

Acting City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Resolution 3516-119 - Rio
Bonita General Plan Amendment - PL-18-0153

MEETING DATE:

1/22/2019

TO:

Mayor and Council

FROM:

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

THROUGH:

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

REQUEST:

City Council will hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., to adopt a Resolution amending the General Plan Land Use Map for approximately 19.5 acres of land located on the northwest corner of Indian School Road and El Mirage Road from Local Commercial to Medium/High Density Residential.

PARCEL SIZE:

25.5 Acres

LOCATION:

Northwest corner of Indian School Road and El Mirage Road (Exhibits A, B, and C)

APPLICANT:

Shaine T. Alleman, Tiffany & Bosco, P.A., 602-452-2712

OWNER:

Avondale-Mirage Owner, LLC 602-452-2712

BACKGROUND:

The 25.5-acre subject site was annexed into the City by Ordinance No. 728 on March 8, 2000 as part of a larger annexation. On April 3, 2000, the subject site was rezoned to Planned Area Development (PAD) as part of the Rio Crossing (Ryland Homes) PAD. The Rio Crossing PAD consisted of 117.3 acres of land located at the northwest corner of Indian School Road and El Mirage Road and included single-family residential homes on the north 91.8 acres and neighborhood commercial on the south 25.5 acres. City records indicate that the residential portion of Rio Crossing completed construction in mid-2004. The 25.5-acre commercial site has remained vacant and undeveloped. The property is vacant, undeveloped land which was once used for an outdoor skeet shooting range.

The property is designated by the General Plan Land Use Map as Local Commercial. The Local Commercial designation provides for daily needs of goods and services to the residents residing within the surrounding area. Types of uses allowed in this category specifically for local residents

may include: grocery stores, gas stations, neighborhood/retail services, and office and medical uses.

Under a separate application (PL-18-0152), the applicant has requested to rezone the subject property replacing the Rio Crossing PAD with the Rio Bonita PAD to allow for development of a single-family residential subdivision on 19.5 acres of the subject site. The rezone application will be considered through a separate public hearing item.

The existing uses and zoning of the surrounding properties are as follows:

- **NORTH:** The Rio Crossing single-family residential development zoned PAD,
- **WEST:** The Wigwam Creek single-residential development zoned Maricopa County, R1-6,
- **SOUTH:** The Indian School Crossing commercial office development, Teach n Fun preschool, and the Lighthouse Sports Bar all zoned C-2.

- **EAST:** Vacant undeveloped property zoned C-2 and the Arizona Self Storage facility zoned A-1.

SUMMARY OF REQUEST:

The applicant is requesting to amend the General Plan 2030 Land Use Map designation for 19.5 acres of the 25.5-acre subject property from Local Commercial to Medium/High Density Residential. The Medium/High Density Residential (MHDR) designation provides densities that range from 4-12 dwelling units per acre and allows for single-family attached, detached, and townhomes or condominiums, patio homes, and casita housing choices.

Under a separate application (PL-18-0152), the applicant has requested to rezone the subject property replacing the Rio Crossing PAD with the Rio Bonita PAD to allow for development of a single-family residential subdivision on 19.5 acres of the subject site. The rezone application will be considered through a separate public hearing item.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed applications on Wednesday, November 7, 2018, 6:00 P.M. at the Corte Sierra Elementary School. The meeting was advertised in the Southwest Valley Republic, a notification sign was erected on the subject property, and all property owners within a 1,000-foot radius on the subject site were notified by postcard of the meeting.

The neighborhood meeting was attended by one citizen from the Rio Crossing community to the north. The attendee had questions regarding the home product, density, open space, and adjacent road improvements. A full summary of the meeting is attached to this report as Exhibit F, Citizen Participation Meeting Summary. A summary of discussion items are as follows:

- The applicant stated that the rezone and minor general plan amendment applications were currently in second review and were moving towards a December Planning Commission and January Council.
- The applicant stated that full half-street improvements would occur with the initial stages of site development for both Indian School Road and El Mirage Road.
- The applicant stated the residential portion of the development would be owner-occupied attached townhomes.

- The applicant stated that the Rio Bonita development was designed around a community pool, centralized open space, and an internal trail system.

Postcards notifying nearby property owners of the City Council meeting were mailed on December 1, 2018. Additionally, the sign was updated to include the time and date of the meeting on December 3, 2018. Lastly, a notice of the Planning Commission hearing was published in the Southwest Valley Republic on December 5, 2018. To date, Staff has received no additional correspondence with regards to these applications via phone, letter, or email.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on this item on December 20, 2018 (Exhibit H), and voted 5-0 to recommend approval of this General Plan Amendment request for approximately 19.5 acres of land from Local Commercial to Medium/High Density Residential on property located at the northwest corner of Indian School Road and El Mirage Road.

Commissioners had the following questions and comments during the question and answer portion of the meeting:

Commissioner Thompson asked if a traffic study had been submitted and reviewed by Staff. Staff stated that there was a Traffic Impact Analysis (TIA) submitted with the application and had been reviewed by the City Traffic Engineer. Staff also stated that the TIA concluded that there were no new travel lanes required for Indian School Road or El Mirage Road. The TIA did recommend declaration lanes into the proposed project for both Indian School Road and El Mirage Road and a right-turn lane from southbound El Mirage Road to westbound Indian School Road. City Staff concurred with both conclusions.

- Commissioner Osborne asked if the Indian School Road improvements would include curb, gutter, and sidewalk. Staff confirmed that it would include curb, gutter, sidewalk, and street lights.

- Commissioner Amos asked for clarification with regards to ownership of Indian School Road. Staff stated that the developer will be responsible for the Indian School half-street improvements and that Maricopa County would be responsible for the roadway maintenance.

- Chairman Van Leuven asked for clarification as to which portion of the development would be constructed first. The applicant stated that the market would ultimately determine whether the residential or the commercial portion of the proposed development would occur first.

- Chairman Van Leuven asked if there were any zoning restrictions for the commercial development. Staff stated that most typical C-2 uses would be permitted in the location. However, several C-2 uses have been eliminated through the PAD, such as: check cashing establishments, day labor centers, and sexually-orientated businesses.

- A community member asked if there were two-story homes adjacent to the north property line of the proposed development. Staff confirmed that there were two-story homes in the residential development to the north and that several were located adjacent to the north property line.

- Commissioner Amos asked if 5-acres of commercial is more viable than 25.5-acres of commercial. Staff stated that the smaller commercial acreage provided better opportunities for neighborhood type commercial uses.

ANALYSIS:

The City Council must determine that the proposed amendment meets four findings prior to adopting the resolution to approve the General Plan Amendment. Staff's analysis of each of the required findings is presented below:

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

Currently, there is only 4.41% of land uses in Avondale that is available for Medium/High Density Residential. The majority of this land use designation are residential areas south of McDowell Road and are not located in North Avondale. The proposed amendment will provide a unique infill housing development that otherwise would not be available in Avondale.

2. The amendment constitutes an overall improvement in the General Plan 2030 and is not solely for the good or benefit of a particular landowner or owners.

The amendment will facilitate an overall improvement to the General Plan 2030 by providing additional housing options in the City of Avondale. As stated above, there is a scarcity of the Medium/High Residential Land Use in North Avondale. Furthermore, the small irregular size of the parcel is not conducive to typical medium density residential.

3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

1) At 19.5 acres, the re-designation of the property from Local Commercial to Medium/High Density Residential will not significantly alter acceptable land use patterns or adversely impact existing land uses.

2) The property is currently served by existing infrastructure and surrounded by properties receiving various levels of City services. Amending the land use map to Medium/High Density Residential will not require additional infrastructure improvements beyond typical Medium Density Residential improvements.

3) The change to the Medium/High Density Residential land use designation will result in a positive impact on the surrounding area and will not adversely impact surrounding land uses.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.

The proposed amendment is consistent with several goals of the General Plan 2030 and the North Avondale Specific Plan, such as:

General Plan

Housing Element Goal #2, 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". The proposed amendment will allow the property to be rezoned to accommodate a high density single-family attached townhome development which will further goals of both the General Plan and North Avondale Specific Plan pertaining to the need to attract a diverse range of residential products.

Housing Element Goal #4, Policy's A, B, C, and D "Require excellence and innovation in residential design and construction". The Rio Bonita PAD incorporates a number of the City's Design Review Manuals policies to create a layout with ample open space and recreation areas

that contain amenities and trails throughout the project. Blocks of townhome units are oriented so that front doors front onto open space corridors rather than streets. These open space corridors provide for excellent connectivity to the future commercial development at the southeast corner of the property.

North Avondale Specific Plan (NASP)

Objective #1: Urban Design Element: Goal #1, Policy D “Enhance the attractiveness of infill parcels as options for new development throughout Avondale”. The property is an infill site surrounded by medium density residential neighborhoods. The proposed development will improve a vacant undeveloped site.

Objective #5: Housing Element, Goal #2, Policy A “Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels. The proposed Rio Bonita development provides a unique housing product that is lacking in the City of Avondale. The alley-loaded town-home product with townhomes oriented to face each other, centered around a community park with ample open space promotes community interaction is currently unavailable in North Avondale. The only other development of this type planned in the North Avondale area is the Encanto Townhomes development approved at the southwest corner of Avondale Boulevard and Encanto Boulevard. The ability to own a home that has an abundance of social and recreational opportunities, low maintenance responsibilities, in a secure community will attract a variety of potential homeowners that Avondale’s current housing inventory attracts.

Strategic Plan Goals and Objectives:

INITIATIVE: Foster sustainable community development

STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

INITIATIVE: Encourage and support creative innovation in development and service delivery

STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Litchfield Elementary School District (LESD) and the Agua Fria Union High School District (AFUHSD). Elementary aged students will attend Corte Sierra Elementary School located internal to the Sage Creek community south of the southeast corner of Indian School Road and Dysart Road. High school aged students will attend Agua Fria High School located on the west side of Dysart Road south of Van Buren Street.

Both LESD and AFUHSD have provided the City with Certificates of Adequate School Facilities (Exhibit G) confirming that each district has adequate facilities to support enrollment generated by the proposed development and, also, that each district is working with the developer of Rio Bonita on a donation agreement that will provide the districts with additional funds to use at their discretion.

FINDINGS:

Based on the information provided by the applicant, Staff recommends approval of the requested minor General Plan Amendment.

RECOMMENDATION:

Staff recommends City Council accept the findings of the Planning Commission and ADOPT a Resolution amending the General Plan Land Use Map for approximately 19.5 acres of land located on the northwest corner of Indian School Road and El Mirage Road from Local Commercial to Medium/High Density Residential.

PROPOSED MOTION:

I move that the City Council accept the findings of the Planning Commission and ADOPT a Resolution amending the General Plan Land Use Map for approximately 19.5 acres of land located on the northwest corner of Indian School Road and El Mirage Road from Local Commercial to Medium/High Density Residential.

ATTACHMENTS:

Description

[Resolution 3516-119](#)

[Exhibit Link for Rio Bonita General Plan Amendment](#)

PROJECT MANAGER

Rick Williams, Senior Planner

RESOLUTION NO. 3516-119

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 19.5 ACRES LOCATED ON THE NORTHWEST CORNER OF INDIAN SCHOOL ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-18-0152, FROM LOCAL COMMERCIAL TO MEDIUM/HIGH DENSITY RESIDENTIAL.

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 19.5 acres located on the northwest corner of Indian School Road and El Mirage Road, from Local Commercial to Medium/High Density Residential, as shown in Application PL-18-0152 (the “General Plan Amendment”); and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the “City”) has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notices of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the “Commission”) and the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment in the City Council Chambers on December 20, 2018, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment in the City Council Chambers on January 22, 2019.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 19.5 acres located on the northwest corner of Indian School Road and El Mirage Road, as shown in Application PL-18-0152, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Local Commercial to Medium/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, January 22, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

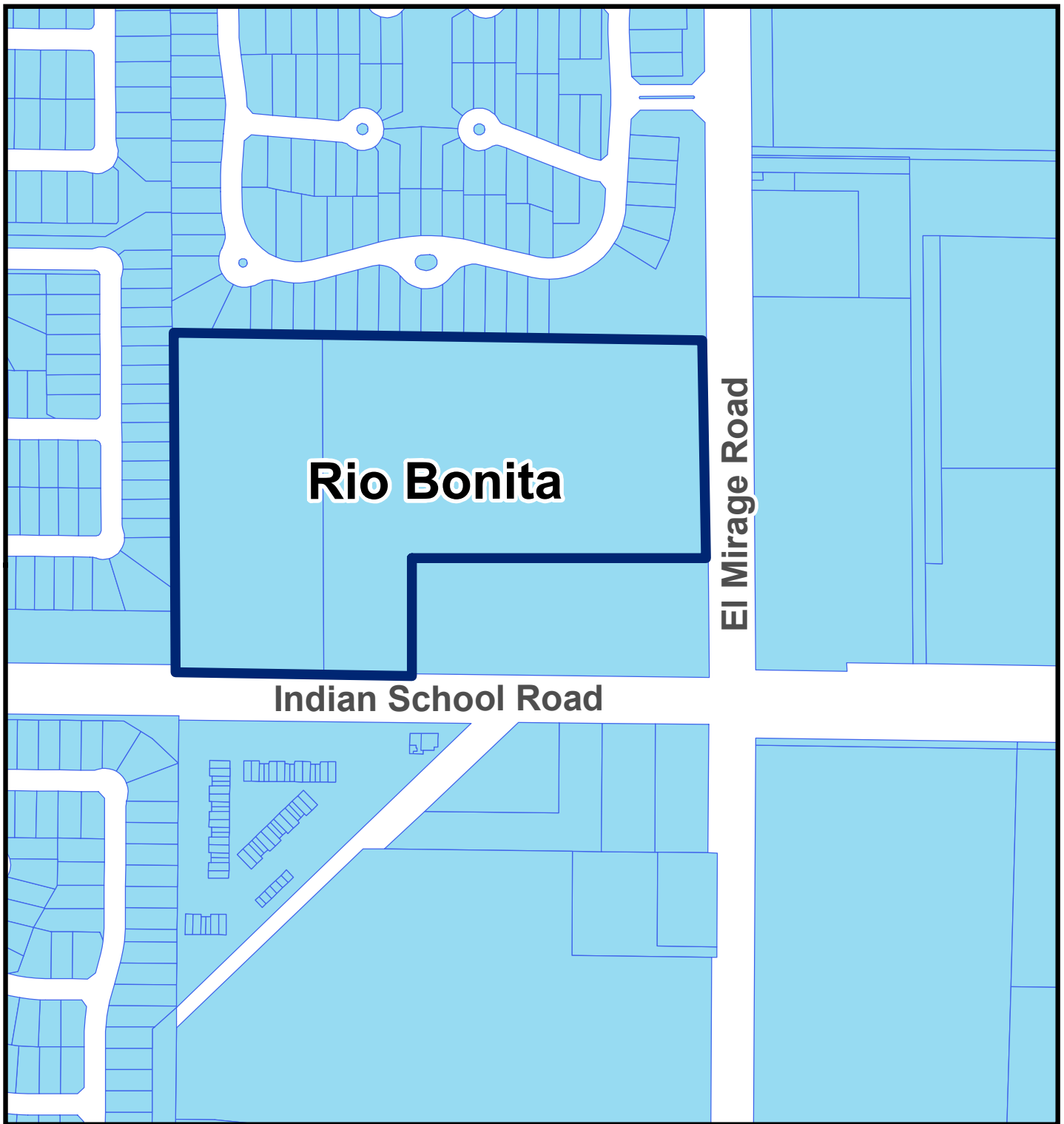
APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3516-119

[General Plan Amendment Map]

See following page.



Application PL-18-0153



 Subject Property





PL-18-0153 Rio Bonita -GPA

Please click on the link below to view the documents associated with this Council Report.

Exhibit A – Aerial Photograph

<https://www.avondaleaz.gov/Home/ShowDocument?id=11994>

Exhibit B – Zoning Vicinity Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=11996>

Exhibit C – Existing & Proposed GP Land Use Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=11998>

Exhibit D – Summary of Related Facts

<https://www.avondaleaz.gov/Home/ShowDocument?id=12000>

Exhibit E – GPA Narrative

<https://www.avondaleaz.gov/Home/ShowDocument?id=12002>

Exhibit F – Neighborhood Meeting Summary

<https://www.avondaleaz.gov/Home/ShowDocument?id=12004>

Exhibit G – Certificates of Adequate School Facilities

<https://www.avondaleaz.gov/Home/ShowDocument?id=12008>

Exhibit H – Excerpt of Planning Commission Meeting Minutes-December 20, 2018

<https://www.avondaleaz.gov/Home/ShowDocument?id=12006>



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Ordinance 1682-119 - Rio
Bonita Rezone - PL-18-0152

MEETING DATE:

1/22/2019

TO:

Mayor and Council

FROM:

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

THROUGH:

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

REQUEST:

City Council will hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., to adopt an Ordinance rezoning approximately 25.5 acres of land, located on the northwest corner of Indian School Road and El Mirage Road, to Planned Area Development (PAD).

PARCEL SIZE:

25.5 Acres

LOCATION:

Northwest corner of Indian School Road and El Mirage Road (Exhibits A, B, and C)

APPLICANT:

Shaine T. Alleman, Tiffany & Bosco, P.A., 602-452-2712

OWNER:

Avondale-Mirage Owner, LLC 602-452-2712

BACKGROUND:

The 25.5-acre subject site was annexed into the City by Ordinance No. 728 on March 8, 2000 as part of a larger annexation. On April 3, 2000, the subject site was rezoned to Planned Area Development (PAD) as part of the Rio Crossing (Ryland Homes) PAD. The Rio Crossing PAD consisted of 117.3 acres of land located at the northwest corner of Indian School Road and El Mirage Road and included single-family residential homes on the north 91.8 acres and neighborhood commercial on the south 25.5 acres. City records indicate that the residential portion of Rio Crossing completed construction in mid-2004. The 25.5-acre commercial site has remained vacant and undeveloped. The subject property is vacant, undeveloped land which was once used for an outdoor skeet shooting range.

The property is designated by the General Plan Land Use Map as Local Commercial. The Local Commercial designation provides for daily needs of goods and services to the residents residing within the surrounding area. Types of uses allowed in this category specifically for local residents may include: grocery stores, gas stations, neighborhood/retail services, and office and medical uses. Under separate application (PL-18-0153), the applicant has submitted a request to amend

the General Plan Land Use Map for 19.5 acres of the subject site from Local Commercial to Medium/High Density Residential (4 to 12 dwelling units per acre, Target Density 4 dwelling units) which allows for single-family attached, detached, and townhomes or condominiums, patio homes, and casita housing choices. The application to amend the General Plan 2030 Land Use Map must be approved prior to consideration of rezoning the subject site. The property is also within the North Avondale Specific Plan area (NASP). The NASP outlines specific objectives new projects must meet in an effort to guide future development in the north Avondale area.

The existing uses and zoning of the surrounding properties are as follows:

- **NORTH:** The Rio Crossing single-family residential development zoned PAD,
- **WEST:** The Wigwam Creek single-residential development zoned Maricopa County, R1-6,
- **SOUTH:** The Indian School Crossing commercial office development, Teach n Fun preschool, and the Lighthouse Sports Bar all zoned C-2.
- **EAST:** Vacant undeveloped property zoned C-2 and the Arizona Self Storage facility zoned A-1.

SUMMARY OF REQUEST:

The applicant is proposing to rezone the property, replacing the Rio Crossing PAD with the Rio Bonita PAD, allowing for the development of a 19.5-acre single-family attached residential subdivision and a 5.9-acre commercial site.

Rio Bonita is designed to be a high quality single-family attached townhome community. The community proposes two main entrances, one from Indian School Road and the other via El Mirage Road. The residential component of Rio Bonita is comprised of 219 single-family attached townhomes centered around a large centralized park amenity and bordered by an internal and perimeter trail system. Additionally, 5.9 acres of Community Commercial land at the corner of Indian School Road and El Mirage Road. The proposed residential development standards for the Rio Bonita development are included as Exhibit I. Deviations from the typical R-4 development standards are noted in bold in the table.

The 5.9-acre commercial site is located on the hard corner of Indian School Road and El Mirage Road. It is anticipated that four commercial pads will occupy the site. Access to the commercial site will be via two right-in/right-out access points along Indian School Road as well as the two full-movement access points to the development via Indian School Road and El Mirage Road. The proposed commercial development standards are included as Exhibit I. Deviations from the typical C-2 development standards are noted in the PAD Booklet.

The PAD zoning district allows for customized development and design standards that vary from the Zoning Ordinance through approval of a Development Plan and Narrative. Where the Development Plan and Narrative are silent on a development or design standard, the Zoning Ordinance shall prevail.

The Rio Bonita development proposes a minimum of 36% open space. The open space is comprised of a centralized community park with pool and club house, two ramadas, two shaded tot-lots located in the north and southwest portions of the development, a dog park, and an extensive internal and perimeter pedestrian trail system.

Rio Bonita proposes a housing product that is unlike any other housing development currently found in the City of Avondale. The following guidelines are intended to provide the framework to ensure that all home elevations provide for varied building massing, rooflines, façade articulation, detailing, colors and materials, to promote diversity within the subdivision. The future design review will be based on the Architectural Design Criteria as stated in the Rio Bonita PAD, Page 16-17, Dated September 2018 and attached to this report as Exhibit E.

The developers of Rio Bonita will be responsible for the full half-street improvements for Indian School Road and El Mirage Road. Both roadways are classified as minor arterials which contain two travel lanes in each direction and a center turn lane. Currently, there are two 16-inch water lines adjacent to the proposed development that will provide the looped water line necessary for the development in both El Mirage Road and Indian School Road. Sewer service for the proposed development will be provided by an existing 12-inch sewer main in El Mirage Road.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Litchfield Elementary School District (LESD) and the Agua Fria Union High School District (AFUHSD). Elementary aged students will attend Corte Sierra Elementary School located internal to the Sage Creek community south of the southeast corner of Indian School Road and Dysart Road. High school aged students will attend Agua Fria High School located on the west side of Dysart Road south of Van Buren Street.

Both LESD and AFUHSD have provided the City with Certificates of Adequate School Facilities (Exhibit G) confirming that each district has adequate facilities to support enrollment generated by the proposed development and, also, that each district is working with the developer of Rio Bonita on a donation agreement that will provide the districts with additional funds to use at their discretion.

PARTICIPATION:

The applicant conducted a neighborhood meeting to discuss the proposed applications on Wednesday, November 7, 2018, 6:00 P.M. at the Corte Sierra Elementary School. The meeting was advertised in the Southwest Valley Republic, a notification sign was erected on the subject property, and all property owners within a 1,000-foot radius of the subject site were notified by postcard of the meeting.

The neighborhood meeting was attended by one citizen from the Rio Crossing community to the north. The attendee had questions regarding the home product, density, open space, and adjacent road improvements. A full summary of the meeting is attached to this report as Exhibit F, Citizen Participation Meeting Summary. A summary of discussion items are as follows:

- The applicant stated that the rezone and minor general plan amendment applications were currently in second review and were moving towards a December Planning Commission and January Council.

- The applicant stated that full half-street improvements would occur with the initial stages of site development for both Indian School Road and El Mirage Road.

- The applicant stated the residential portion of the development would be owner-occupied attached town homes.

- The applicant stated that the Rio Bonita development was designed around a community pool, centralized open space, and an internal trail system.

Postcards notifying nearby property owners of the City Council meeting were mailed on December 1, 2018. Additionally, the sign was updated to include the time and date of the meeting on December 3, 2018. Lastly, a notice of the Planning Commission hearing was published in the Southwest Valley Republic on December 5, 2018. To date, Staff has received no additional correspondence with regards to these applications via phone, letter, or email.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on this item on December 20, 2018 (EXHIBIT H) and voted 5-0 to recommend approval of the request to rezone approximately 25.5 acres of land located on the northwest corner of Indian School Road and El Mirage Road to the Rio Bonita Planned Area Development.

Commissioners had the following questions and comments during the question and answer portion of the meeting:

- Commissioner Thompson asked if a traffic study was submitted and reviewed by Staff. Staff stated that there was a Traffic Impact Analysis (TIA) submitted with the application and had been reviewed by the City Traffic Engineer. Staff also stated that the TIA concluded that there were no new travel lanes required for Indian School Road or El Mirage Road. The TIA did recommend declaration lanes into the proposed project for both Indian School Road and El Mirage Road and a right turn lane from south bound El Mirage Road to west bound Indian School Road. City Staff concurred with both conclusions.

- Commissioner Osborne asked if the Indian School Road improvements would include curb, gutter, and sidewalk. Staff confirmed that it would include curb, gutter, sidewalk, and street lights.

- Commissioner Amos asked for clarification with regards to ownership of Indian School Road. Staff stated that the developer will be responsible for the Indian School half street improvements and that Maricopa County would be responsible for the roadway maintenance.

- Chairman Van Leuven asked for clarification as to which portion of the development would be constructed first. The applicant stated that the market would ultimately determine whether the residential or the commercial portion of the proposed development occurred first.

- Chairman Van Leuven asked if there were any zoning restrictions for the commercial development. Staff stated that most typical C-2 uses would be permitted in the location. However, several C-2 uses have been eliminated through the PAD, such as: check cashing establishments, day labor centers, and sexually-orientated businesses.

- A community member asked if there were two-story homes adjacent to the north property line of the proposed development. Staff confirmed that there were two-story homes in the residential development to the north and that several were located adjacent to the north property line.

· Commissioner Amos asked if 5-acres of commercial is more viable than 25.5-acres of commercial. Staff stated that the smaller commercial acreage provided better opportunities for neighborhood type commercial uses.

ANALYSIS:

General Plan

The property is identified as Local Commercial (LC) on the General Plan Land Use Map. The Local Commercial designation provides for daily needs of goods and services to the residents residing within the surrounding area. Under separate application (PL-18-0153), the applicant has submitted an application to amend the General Plan 2030 Land Use Map, proposing to change 19.5 acres of the subject site from Local Commercial to Medium/High Density Residential (4 to 12 dwelling units per acre, Target Density 4 dwelling units). The Medium/High Density Residential allows for single-family attached, detached, and townhomes or condominiums, patio homes, and casita housing choices. The City Council and Planning Commission must approve the proposed amendment to the General Plan Land Use Map before consideration of the proposed rezone application.

The applicant is proposing to develop 219 lots on 19.5 acres, for a density of 11.9 du/ac, which is consistent with the General Plan density of 4-12 du/ac but exceeds the target density of 4 du/ac. The proposed Rio Bonita development exceeds the open space requirement by 15% and incorporates a wide variety open space programming for all ages in the community. Additionally, Rio Bonita is reserving approximately 5.9-acres of commercial space for future needs of the surrounding area which is consistent with the General Plan designation.

North Avondale Specific Plan

Rio Bonita lies within the boundary of the North Avondale Specific Plan (NASP), amended May 20, 2013, and the PAD addresses multiple objectives outlined in the plan:

Objective #1 – Facilitate the full build-out of North Avondale.

Approval of the rezoning will facilitate build-out with single-family residential in compliance with City plans and policies and reserve a 5.9-acre commercial parcel for future commercial need.

Objective #4 – Increase the multi-modal transportation options available in North Avondale.

The development of Rio Bonita will result in the improvements of Indian School Road and El Mirage Road.

Objective #5 – Attract residential products and subdivision designs that are unique from what North Avondale currently offers.

The community will greatly exceed open space requirements and provide a network of pedestrian trails. The housing product will be an attached single-family residential townhome currently unavailable in North Avondale. The proposed development will offer a unique housing option that may attract new groups of potential homebuyers to Avondale.

Objective # 8 – Provide recreational opportunities for residents.

The development will provide 36% Open Space consisting of a centralized community pool, turfed and landscaped retention areas, two tot lots, dog park, and internal trail networks.

Zoning Ordinance

Section 603 of the Zoning Ordinance establishes five criteria that any request for PAD zoning must meet. Listed below are criteria followed by the analysis in italics:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

As stated above, the proposed PAD rezone is in direct conformance and meets specific goals stated in both the General Plan and the North Avondale Specific Plan.

2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.

The Rio Bonita PAD meets or exceeds the requirements of the City's Zoning Ordinance and Subdivision Regulations except as modified by the narrative submitted with the application. Where standards have been reduced, offsetting increases in highly programmed open space, and community amenities have been proposed. All homes in the development will be required to meet the requirements stated in the Architectural Design standards stated in the Rio Bonita PAD.

3. That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.

The majority of the off-site improvements to serve the proposed residential subdivision are already existing, including improved roadways leading to the project site as well as water and sewer main lines. Further improvements with the development of the site will include half-street improvements for El Mirage and Indian School Roads, to include curb, gutter, sidewalk, bus bay, deceleration lane and right-turn lane. Additionally, the development will tap into an existing 16" water lines in Indian School Road and El Mirage Road and the 12" sewer line in El Mirage Road.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

Rio Bonita is surrounded by existing residential developments to the north and the west. To the south are existing commercial/retail establishments that are zoned C-2. To the east lies vacant undeveloped property zoned C-2. The combination of a residential development with a future commercial component is compatible with the surrounding adjacent properties.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

The proposed development standards are consistent with the surrounding communities. However, the open space provided, and the programming of active and passive open space significantly exceeds the minimum requirements outlined in the Zoning Ordinance.

Proposed Uses

The proposed uses for the residential community are similar to the typical residential zoning districts. The primary allowed use is an attached single-family townhome, with accessory uses expected and customary for that use.

The proposed uses for the future commercial development are similar to the typical C-2 uses outlined in Section 304 of the Zoning Ordinance. However, the PAD explicitly prohibits check cashing facilities, bail bonds, pawn shops, plasma centers, thrift stores, day labor centers, sexually oriented businesses, RV and/or mobile home parks, and non-chartered financial institutions.

Development Standards

The development standards for the proposed residential development are unique to the City and are not currently contained within the City's Zoning Ordinance. However, there are some similarities to the proposed Rio Bonita Development Standards and those currently found in the City's R-4 zoning district.

The development standards for the proposed commercial development are consistent with the previously approved Rio Crossing and the City's current C-2 development standards. The applicant is requesting a five-foot reduction in the street side parking setback. This request is appropriate in that the only portion of the site affected by the request is the parking setback directly behind the future bus bay and turn-out at the corner of Indian School Road and El Mirage Road.

The PAD zoning district allows for customized development and design standards that vary from the Zoning Ordinance through approval of a Development Plan and Narrative. Where the Development Plan and Narrative are silent on a development or design standard, the Zoning Ordinance shall prevail.

Open Space

A typical PAD requires a minimum of 15% open space. The Rio Bonita PAD proposes a minimum of 36% open space. The open space shown on the Illustrative Land Use Plan (PAD Narrative, Exhibit F) consists of a centralized park with a community pool, landscaped and turfed areas, two shaded tot-lots, a dog park, and an internal and perimeter trail network. The Zoning Ordinance requires commercial sites to landscape a minimum 20% of the net site which Rio Bonita exceeds.

Architectural Design

The Architectural Design standards outlined in the Rio Bonita narrative are adequate to ensure that the City's expectations for residential development will be met. House plans will be required to be approved through the City's Residential Design Review process.

Landscaping

Section 12 of the Zoning Ordinance states that a residential PAD will contain a minimum of 15% open space and requires that a commercial development landscape a minimum 20% of the net area of the site. The Rio Bonita PAD indicates that the landscaping requirements for the site will exceed the minimal requirements for both residential and commercial developments as outlined in Section 12 of the City Zoning Ordinance (Rio Bonita PAD Narrative, Exhibit E).

Perimeter Walls and Fences

The Rio Bonita development will meet or exceed all wall and fence requirements as outlined in Section 1207 of the Zoning Ordinance. The applicant will be required to submit wall and fence plans for the proposed site during the Preliminary Plat process which require Planning Commission and City Council approval.

Site Lighting

Minimization of light pollution is an important component of the Rio Bonita development. All exterior lighting for common open space areas, entry monuments, and internal streets will comply with Section 707 of the Zoning Ordinance. A photometric plan will be submitted at the time of preliminary plat.

Signage

Signage will be approved under separate permit and will be required to meet stated requirements in Section 9 of the City Ordinance for single-family residential and commercial developments.

Maintenance of Common Areas and Adjacent Rights-of-Way

The community open space and common area, along with the associated amenities with Rio Bonita will be owned and maintained by the homeowners' association for the use and enjoyment of the residents. This includes landscaping in the right-of-way (A statement to this effect will be placed on the final plat for the project).

Infrastructure and Phasing

The property will develop in two phases with the residential portion of the development occurring first. However, all required offsite improvements will be constructed during the first phase of development. All perimeter street improvements will include curb-and-gutter, bike lanes, sidewalks, street lights, bus stations, and landscaping. The development will have private streets with designated visitor parking spaces.

FINDINGS:

Staff recommends approval of this request for the following reasons:

1. The request to rezone the site, replacing the Rio Crossing PAD with the Rio Bonita PAD, is in direct conformance with the underlying General Plan Land Use Map and the North Avondale Specific Plan.
2. Approval of the request to rezone the site will benefit the surrounding communities.
3. Approval of the request to rezone the site will result in a development compatible with surrounding neighborhoods and provide the area with future commercial/retail uses.
4. Approval of the request to rezone the site from will encourage the development of an attractive and vibrant residential subdivision within a mature area of the City.
5. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

RECOMMENDATION:

Staff recommends City Council accept the findings of the Planning Commission and ADOPT the Ordinance approving Application PL-18-0152, a request to rezone approximately 25.5 acres of land to the Rio Bonita Planned Area Development (PAD), subject to the following conditions of approval:

1. The Rio Bonita development shall conform to the Rio Bonita Planned Area Development (PAD) and Narrative dated October 2018, except as modified by these conditions.
-
2. The owner/developer shall dedicate to the City of Avondale a total half-street right-of-way up to 65-feet along Indian School Road and a total half-street right-of-way up to 55-feet along El

Mirage Road. The owner/developer shall also dedicate any additional right-of-way necessary to accommodate deceleration lanes, turn lanes as identified in a Traffic Impact Study submitted with a Preliminary Plat for the development.

3. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required prior to issuance of any permits for this project.

4. All off-site improvements shall be completed in the first phase of development.

5. Developer shall set aside a 100-foot by 100-foot piece of land in the southwest corner of this development for a future City well site. The City will determine the exact well site location in the preliminary plat phase. A 20' wide concrete driveway off Indian School Road to the future well site shall be constructed by the developer. The driveway shall end at the back of the new sidewalk and follow COA Detail A1251-2. The City will install the concrete driveway from the sidewalk to the well site gate as part of their well site construction project. The developer shall dedicate an access/utility easement to the City of Avondale between the ROW and the future well site location. This easement width and location shall be determined in the preliminary plat phase.

6. For the El Mirage Road existing well site, the developer shall provide a survey or construction drawing showing the existing well site, well head, proposed street improvements in El Mirage Road, the 8-foot PUE and the future RID pipe location, if known. Based on this survey drawing, the City will determine how much additional land is needed for the well site to be functional for larger vehicles to enter and exit the site. The developer shall construct a concrete driveway per COA Detail A1251-2 off El Mirage Road to the well site. The developer shall build an 8-foot high block wall on three sides of the well site and incorporate these walls into his site perimeter wall.

7. Additional right-of-way shall be dedicated along Indian School Road for a bus pull out per COA Detail A1252. The developer shall design and construct the bus shelter.

PROPOSED MOTION:

I move that City Council accept the findings and ADOPT the Ordinance approving application PL-18-0152, a request to rezone approximately 25.5 acres of land to the Rio Bonita Planned Area Development (PAD), subject to the seven (7) conditions of approval.

ATTACHMENTS:

Description

[Ordinance 1682-119](#)

[Exhibits Document Link](#)

PROJECT MANAGER

Rick Williams, Senior Planner

ORDINANCE NO. 1682-119

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 25.5 GROSS ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF INDIAN SCHOOL ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-18-0152, FROM RIO CROSSING PLANNED AREA DEVELOPMENT ZONING DISTRICT (PAD) TO RIO BONITA PLANNED AREA DEVELOPMENT ZONING DISTRICT (PAD).

WHEREAS, on April 3, 2000, the Council of the City of Avondale (the “City Council”) adopted Ordinance 732-00, approving the Rio Crossing Planned Area Development Zoning District for (PAD) for a residential development generally located at the northwest corner of Indian School Road and El Mirage Road; and

WHEREAS, 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 ±25.5 gross acres of the Rio Crossing Planned Area Development Zoning District generally located at the northwest corner of Indian School Road and El Mirage Road, as shown in application PL-18-0152, from Rio Crossing Planned Area Development Zoning District (PAD) to Rio Bonita Planned Area Development Zoning District (PAD) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on December 20, 2018, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance.

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

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

SECTION 2. The Zoning Atlas Amendment is hereby approved for ±25.5 gross acres generally located on the northwest corner of Indian School Road and El Mirage Road, as more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations and the following stipulations:

1. Development shall conform to the Rio Bonita Planned Area Development (PAD) and Narrative dated October 2018, except as modified by these conditions.
2. The owner/developer shall dedicate to the City of Avondale the following:
 - A. A total half-street right-of-way up to 65-feet wide along the entire length of Indian School Road adjacent to the property.
 - B. A total half-street right-of-way up to 55-feet wide along the entire length of El Mirage Road adjacent to the property.
 - C. Any additional right-of-way necessary to accommodate deceleration lanes, turn lanes, or other traffic control measures as identified in a Traffic Impact Study submitted with the first preliminary plat for the development.
 - D. Additional right-of-way along Indian School Road for a bus pullout per COA Detail A1252. The developer shall design and construct the bus shelter.
 - E. A 100-foot by 100-foot piece of land in the southwest corner of this development for a future City well site. The City will determine the exact well site location in the preliminary plat phase. A 20' wide concrete driveway from Indian School Road to the future well site shall be constructed by the developer. The driveway shall end at the back of the new sidewalk and follow COA Detail A1251-2. The City will install the concrete driveway from the sidewalk to the well site gate as part of its well site construction project. The developer shall dedicate an access/utility easement to the City of Avondale between the Indian School Road right-of-way and the future well site location. This easement width and location shall be determined in the preliminary plat phase.
 - F. For the El Mirage Road existing well site, the developer shall provide a survey or construction drawing showing the existing well site, well head, proposed street improvements to El Mirage Road, the eight-foot public utility easement and the future Roosevelt Irrigation District pipe location, if known. Based on this survey drawing, the City will determine how much additional land is needed for the well site to be functional for larger vehicles to enter and exit the site. The developer shall construct a concrete driveway per COA Detail A1251-2 from El Mirage Road to the well site. The developer shall build an eight-foot high block wall on three sides of

the well site and incorporate these walls into the project's site perimeter wall.

3. 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.
4. All required off-site improvements shall be completed in the first phase of development.

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, January 22, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1682-119

[Legal Description]

See following pages.

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR REZONING PURPOSES
RIO BONITO LOT COMBO**

That portion of the parcels of land as described in documents # 2018-0196903 and # 2018-0196902 of the Maricopa County Recorder, lying in the Southeast Quarter of Section 23, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being more particularly described as follows:

BEGINNING at the brass cap in hand hole found at the Southeast Corner of said Section 23, from which the brass cap in hand hole found at the East Quarter Corner of said Section 23 bears North 00 degrees 52 minutes 53 seconds West a distance of 2,604.08 feet, said line being the East line of said Southeast Quarter, and said East line being the basis of bearings for this description;

Thence along the South line of said Southeast Quarter, North 89 degrees 47 minutes 34 seconds West a distance of 1,311.81 feet to a point on the projection of the east line of "Wigwam Creek South Parcel 6" as found in Book 570 of Maps, Page 11 of the Maricopa County Recorder;

Thence along said east line and its projection, North 00 degrees 43 minutes 22 seconds West a distance of 847.73 feet to a point on the south line of "Rio Crossing" as found in Book 676 of Maps, Page 10 of the Maricopa County Recorder;

Thence along said south line of "Rio Crossing" and its projection, South 89 degrees 47 minutes 34 seconds East a distance of 1309.46 feet to said East line of the Southeast Quarter;

Thence along last-mentioned East line, South 00 degrees 52 minutes 53 seconds East a distance of 847.77 feet to the POINT OF BEGINNING.

Containing an area of 1,110,917 SQUARE FEET or 25.503 ACRES, more or less.

SEE ATTACHED EXHIBIT "B"



EXHIBIT B
TO
ORDINANCE NO. 1682-119

[Map]

See following pages.

RIO CROSSING
MCR BK 676 MAPS, P.10

N89°47'34"W 1309.46'

EXHIBIT "B"

E 1/4 COR SEC. 23
T2N, R1W
MCDOT BCHH

2604.08'

WIGWAM CREEK PARCEL 6
MCR BK 570 MAPS, P.11

N00°43'22"W 847.73'

S 1/4 COR SEC. 23
T2N, R1W
MCDOT BCHH

SE COR SEC. 23
T2N, R1W
MCDOT BCHH
P.O.B.

WEST INDIAN SCHOOL ROAD

N89°47'34"W 1311.81'

S00°52'53"E 847.77'
NORTH EL MIRAGE ROAD



LEGEND

- FOUND BRASS CAP IN HANDHOLE
- BOUNDARY
- 1/2" REBAR SET W/CAP "RLS 33874"

BASIS OF BEARING

THE EAST LINE OF THE SOUTH EAST
QUARTER OF SECTION 23
BEARING N00°52'53"W



Date Signed: 07/13/18
APR 13 2018

Expires 06/30/2020

CITY OF AVONDALE

RIO BONITO LOT COMBO

SECTION 23 T2N R1W

LEGAL DESCRIPTION FOR
REZONING PURPOSES

DATE: 7/13/18 REV'D:

DRAWN BY: DLJCHK'D: DGF PG:2 OF 2

FILE: 100154_LOT COMBO-EXHIBIT.DWG



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Fax 602.244.8947
Website: www.entellus.com



PL-18-0152 Rio Bonita - Rezone

Please click on the link below to view the documents associated with this Council Report.

Exhibit A – Aerial Photograph

<https://www.avondaleaz.gov/Home/ShowDocument?id=12010>

Exhibit B – Zoning Vicinity Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=12012>

Exhibit C – Existing & Proposed GP Land Use Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=12014>

Exhibit D – Summary of Related Facts

<https://www.avondaleaz.gov/Home/ShowDocument?id=12016>

Exhibit E – PAD Narrative

<https://www.avondaleaz.gov/Home/ShowDocument?id=12018>

Exhibit F – Neighborhood Meeting Summary

<https://www.avondaleaz.gov/Home/ShowDocument?id=12020>

Exhibit G – Certificates of Adequate School Facilities

<https://www.avondaleaz.gov/Home/ShowDocument?id=12022>

Exhibit H – Excerpt of Planning Commission Meeting Minutes-December 20, 2018

<https://www.avondaleaz.gov/Home/ShowDocument?id=12024>

Exhibit I – Residential Commercial Development Standards

<https://www.avondaleaz.gov/Home/ShowDocument?id=12026>



CITY COUNCIL AGENDA

SUBJECT:

Update on Traffic Mitigation along Avondale
Blvd/Garden Lakes Parkway

MEETING DATE:

1/22/2019

TO: Mayor and Council

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

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

PURPOSE:

This is an update for Council regarding traffic mitigation plans along Avondale Boulevard, Encanto Boulevard, and Garden Lakes Parkway due to new development in the area including the new West Point High School.

BACKGROUND:

Over the past two years, several development projects have been approved or are in the review stage in the area of Avondale and Encanto Boulevards, including San Villagio (34 units), Encanto Townhomes (116 dwelling units), River Run (103 dwelling units) and Tolleson School District's new high school (West Point HS, 3,000 student capacity). The attached exhibit shows the location of these projects. Recently, traffic counts were performed in this vicinity. The data reflects that approximately 14,000 vehicles travel this area of Avondale Boulevard per day, which approaches the current capacity of the partially built out arterial. Approximately 9,000 vehicles per day use Garden Lakes Parkway; a collector with limited traffic control along its corridor.

DISCUSSION:

To address the current and future traffic activity, several transportation projects are planned for this area of the City. These are briefly described below:

1. Widen Avondale Blvd to five lanes from the north property line of the high school south to McDowell Road. Tolleson School District is constructing the widening along their frontage. The developer of the Encanto Townhome Project will construct the improvement between Encanto Blvd and Palm Lane. The remaining section will be a City CIP project, with construction scheduled for 2020.
2. Widen Encanto Blvd to three lanes, from Avondale Blvd to 119th Avenue. Tolleson School District will be responsible for this widening project, with completion anticipated in Fall 2019.
3. Connect Palm Lane between 116th Lane to 118th Drive. This project will complete Palm Lane from 119th Avenue to Avondale Blvd, providing an alternative east/west connection to relieve traffic demand on Encanto Blvd. This project is proposed to be a CIP project with completion in 2021.
4. Installation of a future traffic signal at McDowell Road/119th Avenue. This improvement will provide a controlled access to the south, alleviating traffic demand on Avondale Blvd and Encanto Blvd. The City will conduct a thorough evaluation in early 2019 to determine if a

signal is warranted at this intersection. Additional monitoring will be done as the High School expands to Grade 9-12. The CIP traffic signal project is planned for construction in 2021.

5. Tolleson School District will construct a 10-foot wide concrete multi-use path along the street perimeter of the high school property, i.e. along Avondale Blvd, Encanto Blvd and 119th Avenue. This will provide better pedestrian/bicycle access around the high school site.
6. Evaluate pedestrian/bicycle access crossings along the Garden Lakes Parkway (GLP) Corridor, from Thomas Road to 107th Avenue. This study will be funded through the Neighborhood Transportation Management Program (NTMP). The study will engage the Garden Lakes community to determine if and where traffic control is needed to enhance safe crossings of the minor arterial. This study will include the evaluation of traffic control options at the intersection of Garden Lakes Parkway and Thomas Road.

STRATEGIC PLAN ALIGNMENT

Initiative:

Foster Sustainable Community Development.

Goal:

Maintain and expand quality infrastructure and improve connectivity to city amenities.

Objective:

Privately and publicly fund roadway/traffic signal projects to mitigate development-related traffic impacts.

BUDGET IMPACT:

This is an update only, so there is no immediate fiscal impact to the City. However, the following adopted and proposed CIP projects are represented in the discussion above:

- Avondale Blvd widening (CIP project No. ST1125) \$1.9M, FY20
- Palm Lane Extension- New proposed CIP project to be added to the CIP for FY20-21. A total of \$385,000 is anticipated to be requested for both design (FY20) and construction (FY21) phases
- Signal at 119th Avenue and McDowell Road (CIP project No. ST1187) \$575,000, FY21

RECOMMENDATION:

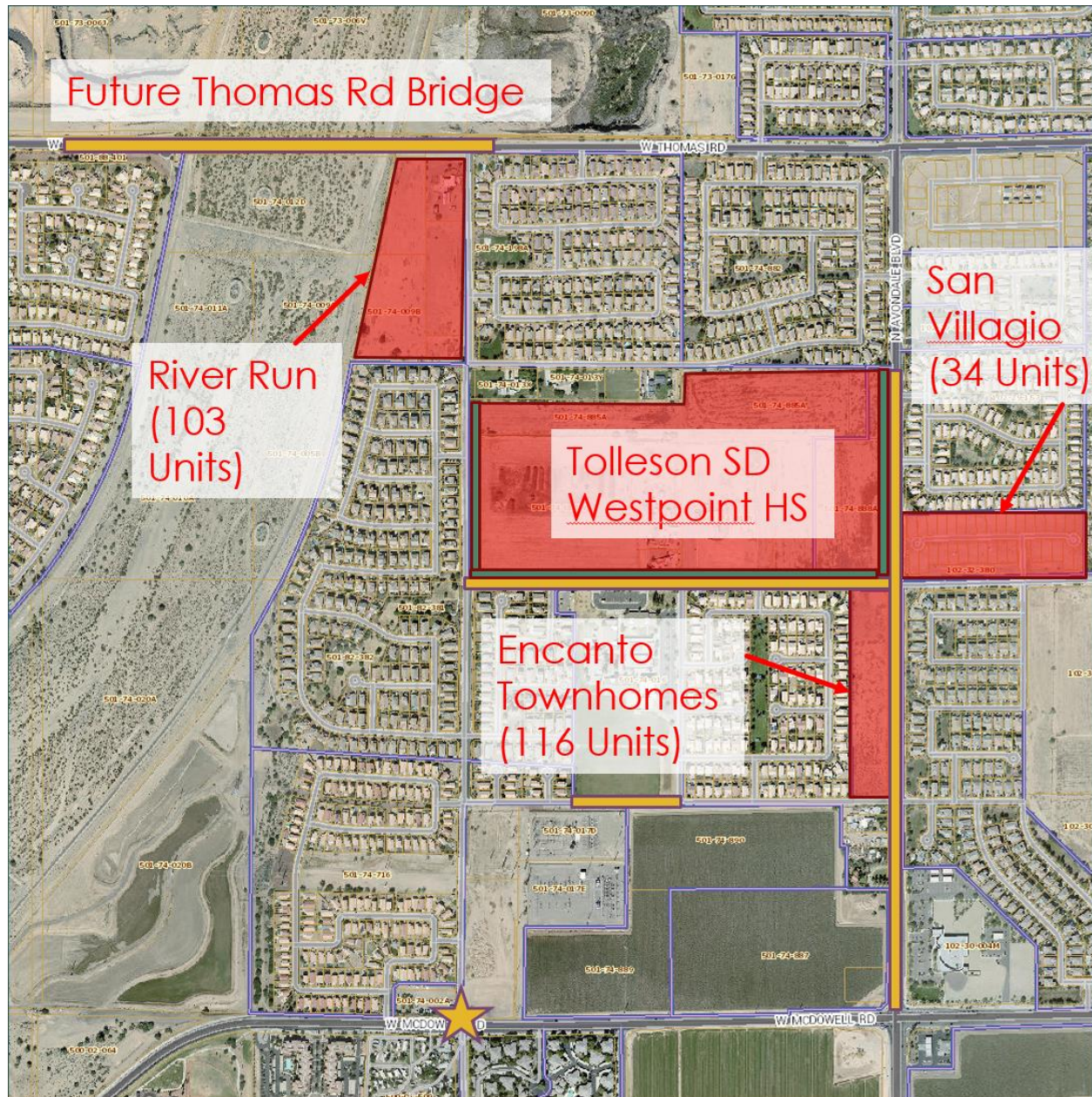
This item is for information only.

ATTACHMENTS:

Description

[Land Development Projects, Traffic Mitigation Projects and Study Area](#)

Land Development Projects and Neighborhood Traffic Mitigation Projects



Red shading denotes Land Development Projects

Yellow shading denotes Street Improvement Projects

Green shading (around perimeter of School) denotes Pedestrian Path

Garden Lakes Corridor Study Area

