



City of Avondale
City Council Meeting
Monday, August 12, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member
Veronica Malone, Council Member | Curtis Nielson, Council Member
Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager
Gina Montes, Assistant City Manager
Michael Wawro, City Attorney
Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting
Agenda
Monday, August 12, 2019

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

SPECIAL MEETING
5:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. EXECUTIVE SESSION

The Council may hold an executive session pursuant to: (a) Ariz. Rev. Stat. § 38-431.03(A)(2) to conduct a security threat training and to discuss records exempt by law from public inspection, including the discussion of information that is specifically required to be maintained as confidential by state or federal law.

3. ADJOURNMENT

WORK SESSION
6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. PARKS PLANNING AND MAINTENANCE UPDATE

City staff will present a one-year progress report on park maintenance and operations, as well as planned park improvements for the coming year. This item is for discussion only.

3. RESOURCE CENTER BUILDING ELEVATIONS

City Staff will present to Council the elevations for the new Resource Center. This item is for discussion only.

4. ADJOURNMENT

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

REGULAR MEETING

7:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE MOMENT OF REFLECTION

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

2. UNSCHEDULED PUBLIC APPEARANCES

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

3. PRESENTATION ITEMS

a. NEW EMPLOYEE INTRODUCTION

Introduction of the new Public Works Assistant Director, Jeremy Abbott.

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. MINUTES

City Council will consider a request to approve the April 29, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

b. COUNCIL MEETING SCHEDULE FOR 2020

City Council will consider a request to approve the 2020 City Council Meeting Schedule. The Council will take the appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT WITH ANCON MARINE FOR SEWER AND LIFT STATION CLEANING

City Council will consider a request to approve a Cooperative Purchasing Agreement with Ancon Marine, Inc., for sewer and lift station cleaning services in a maximum aggregate not to exceed amount of \$175,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH PREMIER ENGINEERING CORPORATION

City Council will consider a request to approve a Second Amendment to the Professional Services Agreement with Premier Engineering Corporation to provide additional design services and post-design services for the Van Buren Multi-Use Trail Project, in the amount of \$62,121, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 3571-819 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSIT AUTHORITY

City Council will consider a request to adopt Resolution 3571-819 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for fiscal year 2020 relating to public transportation services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 3572-819 - GRANT FROM THE GILA RIVER INDIAN COMMUNITY TO PURCHASE A WATER TENDER FIRE APPARATUS

City Council will consider a request to adopt Resolution 3572-819 acknowledging willingness to accept and use grant funds in the amount of \$286,300 accordingly from the Gila River Indian Community for purchase of a Water Tender Fire Apparatus for the Avondale Fire and Medical Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 3573-819 - COMMERCIAL AND INDUSTRIAL DESIGN MANUAL (APPLICATION PL-19-0074)

City Council will consider a request to adopt Resolution 3573-819 approving application PL-19-0074, the Commercial and Industrial Design Manual. The Council will take appropriate action.

h. RESOLUTION 3574-819 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM

City Council will consider a request to adopt Resolution 3574-819 approving an Intergovernmental Agreement with the City of Phoenix for the Phoenix Fire Department Regional Dispatch System and authorize the authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. MINOR LAND DIVISION - AVONDALE COMMERCE PARK (APPLICATION PL-19-0080)

City Council will consider a request by Mr. James A. Brucci, Hunter Engineering for approval of Application PL-19-0080 Avondale Commerce Park Minor Land Division on 34.7 net acres of property located at the southwest corner of 101st Avenue and Roosevelt Street. The proposed Minor Land Division will dedicate public right-of-way, sidewalk easements, and utility easements for Pierce Street, 103rd Avenue, Roosevelt Street, and 101st Avenue. The Council will take appropriate action.

j. MINOR LAND DIVISION - WOO PROPERTY (APPLICATION PL-18-0263)

City Council will consider a request by Mr. David Kenyon, Kenyon Architects, LLC. for approval of Application PL-18-0263 Woo Property Minor Land Division on 2.37 acres of land located at the southwest corner of Buckeye Road and El Mirage Road. The proposed Minor Land Division subdivides the subject site into two parcels and dedicates public right-of-way and utility easements. The Council will take appropriate action.

5. DISCUSSION ITEMS

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

a. LEAGUE OF ARIZONA CITIES AND TOWNS RESOLUTIONS

This is a request for the City Council to review, discuss, and provide direction on the proposed resolutions which will be voted on at the August 20, 2019 League of Arizona Cities and Towns (LACT) Resolutions Committee meeting.

b. MULTI-FAMILY RESIDENTIAL DESIGN MANUAL UPDATE (APPLICATION PL-19-0074)

Staff will present Application PL-19-0074, a request by the City's Planning Division to update the design manual for Multi-Family Residential development. The update is intended to refine development design guidelines reflecting local best practices in design standards, new development trends, increased attention to sustainability in the development process, and changes to industry standards as well as to reflect the City's current level of expectation for quality development in Avondale.

6. 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 oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Parks Planning and Maintenance Update

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Kirk Haines, Park and Recreation Director, (623) 333-2411

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

PURPOSE:

City staff will present a one-year progress report on park maintenance and operations, as well as planned park improvements for the coming year. This item is for discussion only.

BACKGROUND:

Approximately one year ago, the park maintenance operations were transferred from contractual services to in-house staff. Updates of the park maintenance programs and services were provided in October 2018, and February 2019. The general theme for park maintenance continues to provide clean, green and safe parks. Staff will provide City Council a one-year update on the status of park maintenance and identify planned improvements for Fiscal Year 2019-20.

DISCUSSION:

Staff will present a visual display of existing park conditions compared to those same conditions from a year ago. Emphasis was given to four primary areas of park maintenance:

- irrigation system repairs and renovations
- pest abatement
- park cleanliness
- turf management - the art of growing thick lush grass

Staff realized early last summer that most of the park's irrigation systems were in disrepair. Examples include booster pump systems that were installed years ago to increase water pressure and operate sprinklers efficiently were broken or worn beyond repair. Wiring and electrical systems to open valves to run sprinklers were nonfunctional causing specific areas within each park to be dry and unwatered. And some of the quality irrigation systems had been modified over the years causing other factors that created frequent broken water lines, or plugged valves and sprinklers making systems entirely inefficient and inconsistent.

It has taken a better part of 12 months to go through and identify all the issues, and conduct repairs, replacements or renovations to these irrigation systems. And while the diagnostic analysis is complete, some systems are still being tested and evaluated for maximum efficiency and functionality.

Pest control and abatement is an ongoing maintenance item that requires diligent routine service to make our parks safe for our park users. Park areas are observed daily and pest management issues are frequently reported and addressed. Park cleanliness is also an ongoing item that requires daily attention and

commitment from our staff to keep our parks clean. Daily restroom cleaning schedules are targeted, as well as trash and litter pick up throughout the park. Many areas receive daily attention while other areas only require service on a monthly or quarterly basis. Schedules are established and work orders issued to insure parks are clean for our residents.

The final focus area is our turf management program. And all turf is not created or maintained equally. Our sports turf areas on the soccer fields, football field, and baseball/softball fields receive a greater level of attention than other turf areas. These sports fields are aerated, fertilized, and watered more regularly than most of our open lawn areas and public spaces around the park. However, every turf space is regularly observed and managed to reach its greatest potential. Pest abatement and irrigation system corrections have a direct impact on the quality of our lawns and sports fields. And although the parks turf management has improved dramatically over the past year, there is still plenty of opportunity for improvement and staff is committed to growing the highest quality turf.

Park improvements over the past year include Mountain View Park, Dessie Lorenz Park, Deconcini Park, Fred Campbell Park, Friendship Park, and of course the major renovation currently underway at Festival Fields. Planned park improvement in the current fiscal year includes:

- **Friendship Park** basketball courts, tennis court lighting, "green" restroom renovation, and miscellaneous improvements at the baseball/softball fields
- **Donnie Hale Park** area and walkway security lighting, basketball court renovations, picnic area improvements, and other various park items
- **Festival Fields Park** grand opening is scheduled on November 30, 2019.

BUDGET IMPACT:

Funds for the various park improvements stated above are appropriated in the Fiscal Year 2019-20 Capital Improvement Program, Park Development Fund.

RECOMMENDATION:

This item is for information and discussion only.

CITY COUNCIL REPORT

SUBJECT: Resource Center Building Elevations

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager

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

PURPOSE:

City Staff will present to Council the elevations for the new Resource Center. This item is for discussion only.

BACKGROUND:

In tandem with the FY2019 budget, City Council approved Capital Improvement Project GG 1410, Resource Center, to design and ultimately construct a new co-located Senior and Resource Center facility on city owned property located at the southwest corner of 10th street and Riley Drive.

City Council awarded a contract to Architekton on March 25, 2019 for the design of the building.

DISCUSSION:

Staff has been working closely with Architekton and the design team to create a welcoming and inviting facility for our residents, customers, and partners. The design of the building creates an environment that is family friendly with flexible space that will be well utilized and takes into consideration future growth needs well into the future. The overall intent and focus of the facility is to ensure that it will serve the community in an impactful way as well as foster collaboration and embrace Avondale's connected community.

Large windows along the north elevation provide direct visibility onto the front entrance area and parking lot. Along the south elevation the windows are placed strategically to take in the beautiful views of the Estrella Mountains from the dining hall. The long windows along the east and west elevations allow for natural light to shine into the building. There will also be a skylight shining into the main lobby.

The overall design of the facility includes building materials such as Natural Weathered Rib Metal Panels, Sand Finish IEFS, Metal Louvers, Silver Metal Panels, Board Formed Concrete, and Linear Brick Masonry. Shaded areas are designed along the front of the building and in proximately to the large turf open area for patrons to take in the nice weather or sit outside and socialize. Architekton has also designed a large area in the backyard to include a walking path, turf area, and a garden that will provide additional space to hold events, barbeques, and promote exercise.

In addition, the main entrance into the facility honors former Mayor Marie Lopez Rogers with large lettering etched into the ground concrete.

BUDGET IMPACT:

City Council has previously authorized funding in the amount of \$11,720,707 for the Resource Center project through the fiscal year 2020 CIP budget.

RECOMMENDATION:

City staff will request feedback from the City Council on the new Resource Center building elevations.

CITY OF AVONDALE
Care1st
Avondale
Resource
Center

City Council - Renderings
07.30.2019

ARCHITEKTON



WEATHERED
STEEL BOX RIB

SILVER
METAL PANEL

WOOD PANEL
SOFFIT

BOARD FORMED CONCRETE
ENTRY WALL

CHARCOAL
METAL PANEL

MISSION WHITE
GROUND FACE CMU



CARE 1ST AVONDALE
RESOURCE CENTER

ARCHITEKTON

9th Street Approach

SILVER
METAL PANEL

WEATHERED STEEL
BOX RIB METAL PANEL

MISSION WHITE
GROUND FACE CMU

WOOD PANEL
SOFFIT

BOARD FORMED CONCRETE
FEATURE WALL



CARE 1ST AVONDALE
RESOURCE CENTER

ARCHITEKTON

Pedestrian Promenade from Riley

WEATHERED
STEEL BOX RIB

CHARCOAL
METAL PANEL

WOOD PANEL
SOFFIT

MISSION WHITE
GROUND FACE CMU

SILVER
METAL PANEL

BOARD FORMED CONCRETE
FEATURE WALL



CARE 1ST AVONDALE
RESOURCE CENTER

ARCHITEKTON

10th Street Approach at Dining

SILVER
METAL PANEL

WEATHERED STEEL
BOX RIB METAL PANEL

MISSION WHITE
GROUND FACE CMU

WOOD PANEL
SOFFIT

BOARD FORMED CONCRETE
FEATURE WALL

BUILDING SIGNAGE

IN HONOR OF
MARIE LOPEZ ROGERS

CARE 1ST AVONDALE
RESOURCE CENTER

ARCHITEKTON

Building Entry Perspective

SILVER
METAL PANEL

CHARCOAL
METAL PANEL

WOOD PANEL
SOFFIT

MISSION WHITE
GROUND FACE CMU

WEATHERED STEEL
BOX RIB METAL PANEL

SILVER
METAL PANEL



CARE 1ST AVONDALE
RESOURCE CENTER

ARCHITEKTON

Backyard Walking Path Perspective

MISSION WHITE
GROUND FACE CMU

WOOD PANEL
SOFFIT

CHARCOAL
METAL PANEL

SILVER
METAL PANEL

WEATHERED STEEL
BOX RIB METAL PANEL

WHITE STAINED
CMU SITE WALL

CARE 1ST AVONDALE
RESOURCE CENTER

ARCHITEKTON

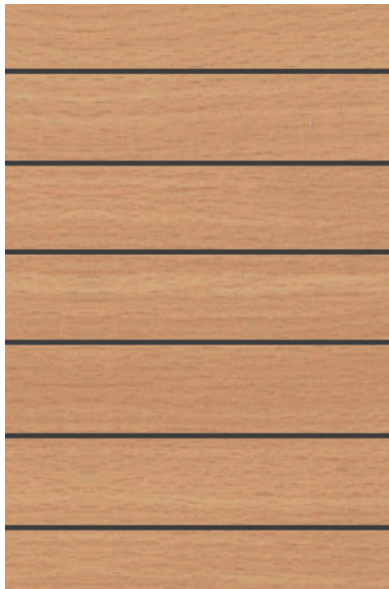
Back Patio and Garden/BBQ



MISSION WHITE
GROUND FACE CMU



BOARD FORMED CONCRETE
FEATURE WALL



WOOD PANEL SOFFIT



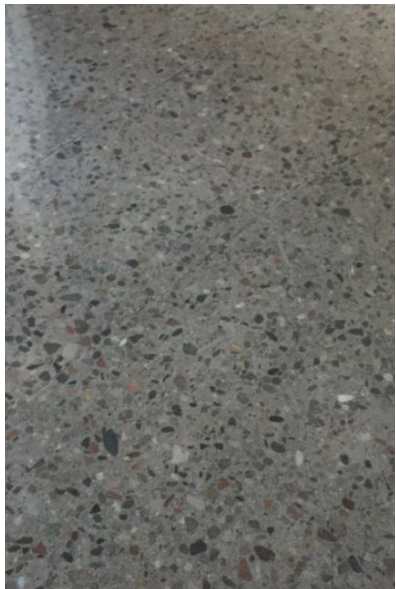
CHARCOAL
METAL PANEL



SILVER
METAL PANEL

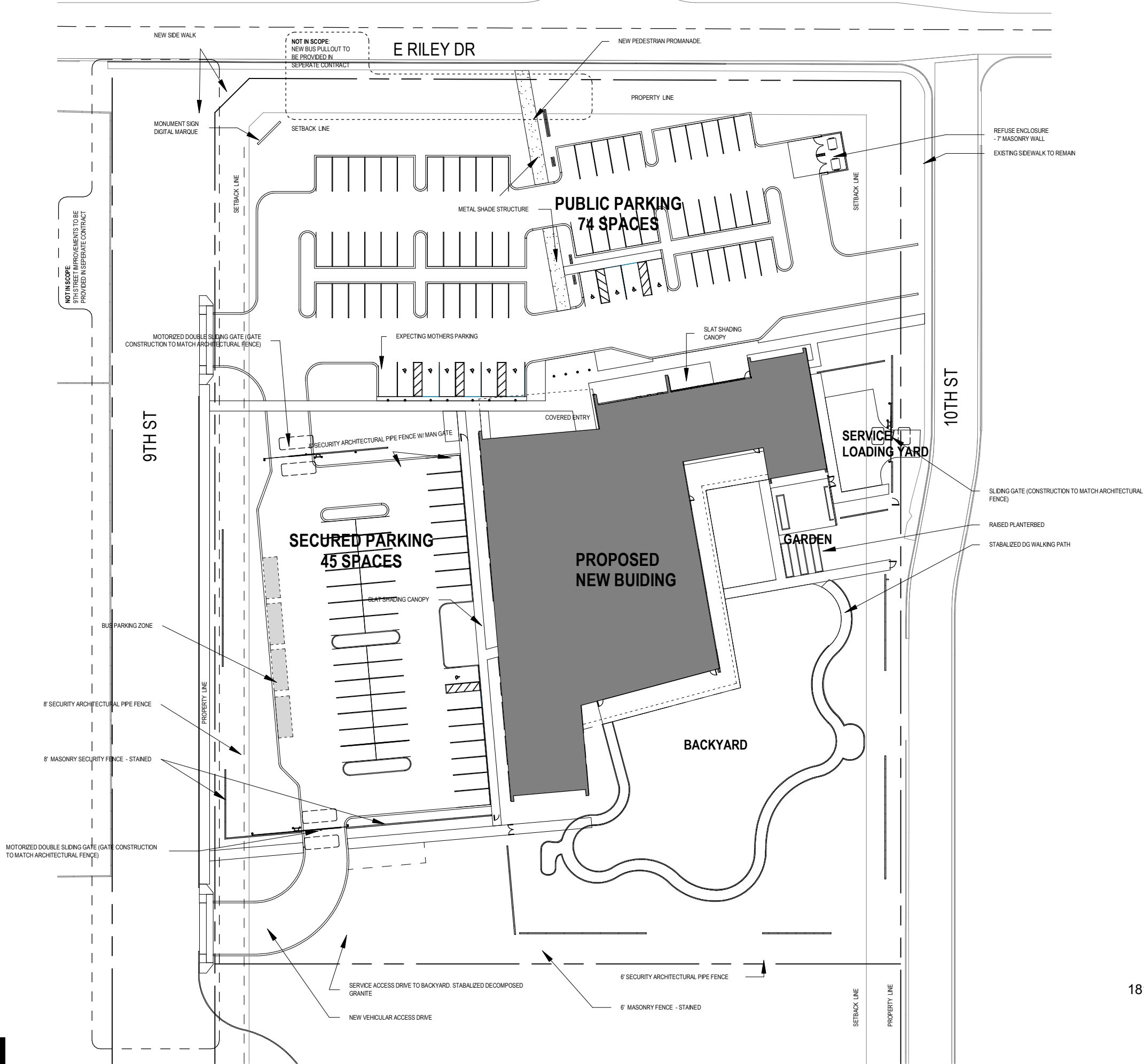


WEATHERED STEEL
BOX RIB METAL PANEL



GROUND CONCRETE
[INTERIOR]

Material Board



18105 - Care1st Avondale Resource Center

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 8/12/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve the April 29, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approval of the April 29, 2019 City Council Meeting minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
April 29, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:00 p.m.

Members Present: Vice Mayor Pat Dennis and Councilmembers Tina Conde, Bryan Kilgore, Veronica Malone, and Curtis Nielson.

Members Absent: Mayor Kenn Weise and Councilmember Mike Pineda.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Larry Rooney, Assistant Fire Chief; Abril Ruiz-Ortega, Court Administrator; Tracy Stevens, Development & Engineering Services Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Members of the public were not present.

1 ROLL CALL BY THE CITY CLERK

Note: Councilmember Mike Pineda arrived to the meeting at 6:01 p.m.

2. FISCAL YEAR 2020 RECOMMENDED BUDGET

Department directors provided City Council with an overview of the Fiscal Year 2020 recommended departmental budgets as part of the formal adoption process.

Development and Engineering Services

Tracy Stevens, Development & Engineering Services Director, provided the following highlights for the Development and Engineering Services portion of the operating budget supplemental information:

- Transit operations (zoom and paratransit) have had some increase in costs through Valley Metro for services which resulted in a supplemental request to cover increases in contract charges.

- CIP Construction Manager (Rick Carr) is on staff now and assisting with the resource center and the police and evidence room projects and will possibly have one additional position in the next year.
- Annexation services which the Development and Engineering Services department recently took over from the City Clerk's Office and are averaging three to five per year which may increase as development moves into southern part of the city.

Vice Mayor Dennis asked if the requested amount of money was included in the budget before and Ms. Stevens stated there was not a specific budgeted amount as the city was charging \$4,000 in the fees schedule, but after reviewing that cost and the city is incurring quite a bit more. She added that the cost will be increased to \$6,000 or \$7,000 in the fees this year. Lindsey Duncan, Finance and Budget Director, explained staff will look at the cost throughout the next fiscal year to determine effective cost recovery and will make a future recommendation to City Council for the fee.

Ms. Steven continued presenting the budget supplements:

- Development & Engineering Services Assistant Director to assist her and the rest of the department as staff has been increased in the past year and is continuing to grow. The department has many projects on the horizon for both capital and private development side. The new position will focus on the capital side but also assist with some of the private developments that are planned, especially in the southern area. The position will help kick-off the General Plan Amendment which will be next spring, which is a two-year process.
- Permit and applications system contract maintenance; she was unsure if that was in the Development and Engineering Services budget or it has been transferred to IT, since IT will be handling contracts for software type things. This system is specifically for the Accela contract.
- Zonar GPS contract increase which had a small increase for service that had to be captured in the budget.

Council Member Nielson asked about the street lights and light replacement program, noting that he thought the intent of the LED light program was to reduce the cost of replacement, but it appeared that this item was at \$83 thousand in 2018 which is going up by \$5,000 to \$7,000, questioning if it will continue to increase. Ms. Stevens agreed to check on that. Tom Peterson, Traffic Engineer, explained the amount was for replacement of fixtures and poles, not for the LED lights themselves. Vice Mayor Dennis posed a follow-up question, stating at the last budget presentation, there was an item for a large project to replace poles within the Garden Lakes community and asked if this item is related to that project. Mr. Peterson explained the items are for the continuing replacement of poles.

Council Member Malone asked if this item includes poles within the historic Avondale, Cashion, and Las Ligas areas, as the poles within those areas are farther out. Ms. Stevens stated that the historic Avondale improvement project includes new street lights which will begin this fall. Ms. Stevens stated she would verify the budgeted amount and

get back to Council. Ms. Stevens clarified the areas mentioned by Council Member Malone will be receiving new street light poles.

Council Member Malone mentioned that under engineering project management software it showed 30 licenses. She asked if the CIP projects would be visible to management, City Council and the public and inquired on licensing to access the dashboards within the software.

Ms. Steven stated that the cost will be shared with Public Works, with enough licenses for staff within both departments, as well as extra licenses for others within the city who need access to the system, such as City Management. She believed 30 licenses would be plenty. In response to an additional question by Council Member Malone, Ms. Stevens explained the system would not initially be open to the public, but staff are working on that aspect with a plan to eventually roll out to the public, hopefully by the fall.

Vice Mayor Dennis stated since transit is now under Development and Engineering Services Department, she asked for an update on putting shelters in the bus routes now that Zoom is out there. Ms. Stevens explained the bus shelters would come as development occurs and as staff identifies the stops. She added that there are locations that might not have a shelter yet. Vice Mayor Dennis wondered how permanent the current stops are since the Zoom is currently within developed areas, and if staff are going to look to the future to address stops within the neighborhoods. Kristen Taylor, Management Assistant, stated Valley Metro conducted a study of all of the bus stops within the city so the city has a report that shows what is at each bus stop. She stated there is about \$400,000 in federal funding within the CIP that can be used to upgrade shelters and the plan is to start working on a priority listing of the bus shelters. Council Member Nielson asked if there was a list of what needs to be done, or if it is what staff identifies. Ms. Taylor explained there is a list of the bus stops that need upgrades, which would make all the bus stops ADA compliant as well as add shelters or trees. Ms. Taylor explained there are several shelters that are placed by OutFront Media which they maintain. Lastly, Ms. Taylor stated every bus stop shelter requires a contract for the shelter to be maintained.

Fire and Medical

Assistant Fire Chief Rooney reviewed the Fire Department supplementals to the FY2020 budget, beginning with the new hire related costs. Council Member Malone asked whether new hires would include the cost of fire academy training. Chief Rooney answered in the affirmative, explaining this would cover all costs from hiring new staff.

Vice Mayor Dennis asked why the Fire Department rather than HR, was providing management on this, and Chief Rooney explained the Fire Department works with HR to get physicals and other items, but the money comes from the Fire Department budget. Ms. Duncan clarified that this is fairly common to have these types of items in the Fire Department budget as the contracts are typically managed by the Fire Department in connection with the Human Resources Department.

Vice Mayor Dennis asked if any members of Council had questions on the vehicle maintenance item. Council Member Pineda asked about training staff within other departments to complete the vehicle maintenance to avoid going outside for the services. Chief Rooney explained some cities have utilized people within the department that are emergency vehicle technicians, but he is not aware of anyone in the city who has that higher level of training. Mr. Montoya explained an employee is required to have a certain level of rating as a mechanic to work on a fire truck which could impact the insurance on the vehicle if the mechanic is not rated properly. He explained until the city grows, that service would be outsourced. Vice Mayor Dennis inquired on the trigger that would cause an in-house mechanic. Mr. Montoya stated until the city has a fleet of at least 20 to 30 vehicles it would not be cost effective to hire within.

Chief Rooney listed the following additional supplements:

- Incident Data Records Systems and Fire Investigation Module.
- Dispatch fees that Phoenix is anticipating raising to the City of Avondale.
- Emergency access key system which is a digital key system for commercial buildings within the city. Chief Rooney explained keys are currently in the emergency vehicles which does not work well, as keys get lost and are not being maintained. The new system will help accountability to identify who had the key last.

Council Member Kilgore asked what the cost to the city was for the keys. Chief Rooney explained he is unaware of the cost of the keys and clarified this item is a digital program that monitors and tracks the keys. Council Member Kilgore explained he also saw that the item adds Wi-Fi to each of the stations as well as the features Chief Rooney stated. He also asked if the Police Department would have access to the keys, or if they call the Fire Department to gain access. Chief Rooney explained the Police Department also has access to the lock box. Dale Nannenga, Police Chief, explained the Police Department does not have a lock box program in the same manner as the Fire Department, but they are looking at their own program. They are looking for grant funding to have access to schools only, explaining for the very reasons Chief Rooney mentioned, if you lose a key, it is incredibly expensive to replace all the lock boxes around the city. Council Member Kilgore inquired on the costs, to which Chief Nannenga responded around \$800 per key and box that goes with it.

Council Member Kilgore asked if the new program would help prevent the mentioned issues. Chief Rooney answered yes, absolutely. Council Member Kilgore inquired on the number of keys that have been lost so far this year. Chief Rooney answered apologetically, he did not have that information, but reiterated the program will raise the accountability for the department.

Vice Mayor Dennis inquired if commercial facilities will be required to get a new box to make the Wi-Fi available or do any upgrades to make the new system work. Chief Rooney explained, facilities would not have to be upgraded to make this new key system work and he explained every commercial facility within the city are required to have the system.

Vice Mayor Dennis stated that although they are required, does every commercial facility have the required system. Chief Rooney explained that the new system will help with the accountability on the city's end and every commercial facility is required to have a key box. Vice Mayor Dennis clarified that she wants to ensure both sides are communicating. Chief Rooney agreed to provide that information.

Council Member Nielson asked about the jump in the funding for the Wildland Fire Deployment Fund, noting an increase of about \$120,000. Ms. Duncan stated that the fund simply gives expenditure authority for the reimbursement from the State Forester for participation on wildland fires, so the funds would only be spent if there was a corresponding reimbursement and the authority to deploy. She explained the amount was selected based off other historical trends and looking to give sufficient expenditure authority. Council Member Nielson asked for clarification on the amounts within previous years. Ms. Duncan explained the previous year amounts were for actual deployments in the reimbursement. The amount that was selected for the expenditure authority for fiscal year 2020 was an amount that was selected between the Fire Department and Finance and Budget Department. Council Member Nielson asked if the reimbursements are included within the budget documents; Ms. Duncan explained that information would be included within the revenue side, noting this is a fully reimbursable program. Staff are setting it up as a separate distinctive fund which does not include any general fund monies allocated to it. Vice Mayor Dennis inquired if this fund also includes the position that would be covering the personnel who are deployed. Ms. Duncan clarified that this fund includes the personnel salary for those are deployed, the half-time backfill personnel, and vehicle costs.

Chief Rooney listed the following additional supplements:

- Part-time Communication Personnel for the EOC
- Enhanced Ballistic Protection
- Protective Clothing
- Crisis Intervention Program
- Annual Physicals
- Support Service Technician

Councilman Nielson stated that he was not aware that the Fire Department had bulletproof vests front and back. Chief Rooney explained this item is for calls related to shootings or stabbings which would help protect the fire fighters by enhancing the inner plates of the existing vests.

Vice Mayor Dennis stated that she understood the Crisis Intervention Program is well-received by staff, and she wondered if there was a way to cover the cost with insurance. Mr. Montoya stated that the Police Department had the same type of contract and due to the type of incidents, the services were not reimbursable through regular health insurance, although there is a program through the city to access additional special care.

Council Member Malone asked about the ISM Race Fire Overtime, and how that figure would be projected for fiscal year 2020 for the additional NASCAR race. Mr. Montoya stated that specific line item would change but the new figure is not yet known. He added that he has asked Chief Nannenga and Dan Davis, Economic Development Services Department Director, to work with ISM to work on a contract, determining if the City of Phoenix would provide those services. He added that at this point, staff felt safe to manage the two races next year but until there was a contract, the amount was not known.

Council Member Malone said she had previously asked for data from the City Manager on call volumes and asked for the reasoning behind why the call time for Ladder 174 was at 6.86. Chief Rooney explained the ladder truck is a very large heavy piece of equipment that takes longer to get through the city and started up and going, which takes longer than the engine. Council Member Malone asked if there was an additional fire truck at that station. Chief Rooney explained that company covered both the engine and ladder company. Council Member Malone asked if the increase in traffic in the city has lengthened response time and asked for a projection. Chief Rooney stated that the traffic and busy times are just one of many factors causing longer response times. He added being in the Automatic Aid System and dispatching the closest unit and other factors makes a difference in response time. Council Member Malone noted that the calls had increased by 600 from 2017 to 2018 and asked if calls were going to Goodyear or staying in Avondale. Chief Rooney explained Goodyear had shut down a station due to station problems and health reasons, it has increased the call load to the Avondale station.

Vice Mayor Dennis stated that at another time, it would be good to look at the calls for service for each station to identify what the increase is, noting within the CIP budget there are future plans to redo station 171 and possibly relocating it. She stated there should be a discussion to discuss the increases and needs within the southern part of the city, ensuring that the needs of the citizens are being met.

Mr. Montoya agreed with Vice Mayor Dennis, explaining they will take into consideration the increase in growth from housing that has been approved, which will change it significantly, also with the City of Goodyear's change in plans. Staff will return to Council with a more robust study with answers at some point in the future. In response to Council Member Malone, Mr. Montoya stated staff would return possibly by June or July, after the new Fire Chief is hired.

Parks and Recreation

Mr. Haines stated that there are supplementals for items such as increased staffing and contractual cost increases, so the supplementals carry some of those particular items, as well as sustaining existing infrastructure. One item does not fit into these categories which is a pilot work program. There are twelve total supplementals with those three main themes throughout.

Council Member Nielson asked if the \$415,000 Festival Fields Park expansion was part of that \$17.3 million cost, or in addition to it. Mr. Haines stated that the \$415,000 is

additional capital to expand Festival Fields, with 20 acres out there, and expanding it to be about 50 acres total. He added the supplemental will take care of the infrastructure costs, water, electrical, and staff needs to address the growth of the park. Ms. Duncan clarified that the amounts within the supplements are for the increased operating costs.

Council Member Nielson inquired on the Goosebump supplemental of \$100,000. Mr. Haines stated that is a contracted management company who assists with large scale special events and festivals. The requested amount is for the special events programming costs. Council Member Nielson inquired on special event light towers. Mr. Haines added that there is security area lighting which several of the light towers are beginning to fail so those will be replaced for security reasons.

Council Member Nielson inquired on the fire house maintenance supplement. Mr. Haines explained maintenance at the fire stations is just one of the many tasks that the facilities staff are responsible for to include electrical, lighting, heating, and garage door repairs.

Council Member Nielson asked if there is any plan to put solar panels on the Care1st Building. Ms. Montes stated that there is not a current plan to add solar panels, and Council Member Nielson said that might be a good future plan.

Council Member Pineda stated that citizens have asked him about the pump track. Mr. Haines explained that the pump track is an asphalt surface over mounded earth. It will sustain over time with ongoing maintenance to ensure safe operation.

Council Member Pineda mentioned holiday lighting along Western Avenue and asked if there were any room in the budget to facilitate lighting in the western portion of the city in the same manner as on Avondale Boulevard. Mr. Haines explained that staff are currently in an installation phase of an up-lighting program to add LED lighting on select trees along Western Avenue. He noted that there are a lot of twinkle lights on Avondale, but it is difficult to sustain that level over time as lights are getting unplugged and removed; it is not cost-effective. He added the \$25,000 investment was installed and would give a level of quality as opposed to the white lights that were operating less than 25% of the time. The lights should be up and running this weekend, and merchant feedback would be sought and reported to Council.

Vice Mayor Dennis confirmed that this was a permanent installation and Mr. Haines stated that it would be a permanent installation on a select number of trees. Vice Mayor Dennis noted that the amount of lit up trees could be increased later, and Mr. Haines agreed. Vice Mayor Dennis asked if the light colors could be changed out to seasonal colors at holidays, and Mr. Haines said that was already built in.

Council Member Conde asked if the \$70,000 supplemental for Culture Pop was just Avondale's portion, and Mr. Haines stated that it was the shared cost between City of Avondale and City of Goodyear.

Council Member Conde asked about the transit shade canopies replacement costs and wondered how long they normally last and were they being replaced due to weather. She also wondered if something more durable should be considered, perhaps solar canopies. Mr. Haines stated that was a management issue at this point in time, and the reason they were being replaced was from severe storms that damaged them, while others were starting to age. Normally, a shade canopy lasts five to seven years and added that staff will look at this and see if there is a more economical approach.

Council Member Kilgore inquired on an increase in the training line item and asked how often staff is sent to training. Ms. Duncan stated that actuals from fiscal year 2018 were \$3,500, but the budgeted amount remained at \$4,000 which was not an actual increase in budget. Mr. Haines stated that there are annual trainings and occasionally national conferences which require travel costs, so training varies from person to person under their individual professional development goals which are reviewed each year. Council Member Kilgore stated he was glad training is encouraged and recognized that the funds were not fully utilized. Mr. Haines explained the department is now fully staffed and they do intend on utilizing the full budget, unlike the past years due to vacancies within the department.

Vice Mayor Dennis asked about the Reserves/Sales Tax and wondered what would be built for that, and if it would be brought back to Council before a finalized budget. She said her concern was when the final discussion would be held in order to determine what kind of reserves would be available (in the existing budget or incorporated into the sales tax calculations). Ms. Duncan stated that a number of replacements were included in this year's general fund budget, including canopies over the Park & Ride, the maintenance on firehouse doors, as well as other areas. Finance staff plans to work with Mr. Haines for the rest of the fiscal year to develop a schedule and return to Council on an annual basis for asset replacement.

Vice Mayor Dennis said she also wanted to know what was going to be paid by a future sales tax increase. Ms. Duncan stated that staff will recommend specific infrastructure for both new construction and asset replacement items. She noted that she will be working with every department on asset replacements and will incorporate that information into a five-year forecast to better determine obligations for the next coming year and future years. Mr. Haines clarified that staff anticipates coming back to Council in August to present the draft ballot language.

Council Member Malone asked about the city hall space planning item and the need for a space needs analysis. Mr. Haines explained the city is reaching capacity with respect to square footage at City Hall. He stated that this request is to hire a consultant team to look at all department needs. Some departments are in split spaces which an objective would be to bring those departments together and help identify opportunities to expand, shrink, or adjust departments. Vice Mayor Dennis asked if that would include looking at possible additional buildings, and Mr. Haines stated it would.

Neighborhood and Family Services

Ms. Duncan noted the first supplemental request is for primary an accounting change, accounting for positions that had not historically been recorded.

Mr. Lopez stated that a variety of supplementals encompassed several things, including an Assistant Director for the department, equipment needs within the libraries, Homeless Outreach Services and AmeriCorps Program.

Council Member Malone asked if staff would return to Council to clarify how the one-time funds of \$50,000 for the Small Grants for Educators would be used. Mr. Lopez stated that in February, Council had provided input and staff had incorporated that information into a new proposal that will be brought forward at a future date for Council. Mr. Lopez added that staff are piloting the program with one-time funding to evaluate the program.

Upon Council Member Malone's question, Mr. Lopez noted that staff will be continuing the work with Phoenix Rescue Mission and carry the service forward in the new fiscal year and beyond.

Council Member Malone asked if the contract with Dr. Sheila Ferris was included in the supplement. Mr. Lopez stated it was not, but a request for contingency funding would be coming forward for the current fiscal year on May 6th.

Council Member Conde inquired on the city creating a non-profit as there were talks of doing so in 2016 while she was on the Neighborhood and Family Services Commission. Mr. Lopez stated that libraries are now incorporated into the department, with the Friends of Libraries non-profit organization. He stated staff would like to review the mission and bylaws to expand their scope to incorporate needs that were brought forward. He added that the vision was to support the health and human services needs for the entire city.

Council Member Conde inquired on the services of the Phoenix Rescue Mission with respect to homeless outreach services. Mr. Lopez stated they provided services two times per week for a total of 20 hours per week. With the supplemental request, there would be an agreement in place with the Phoenix Rescue Mission, which would allow the agency to expand their capacity by one full-time staff member, providing a full-time presence.

Council Member Conde asked what materials would be included in the \$75,000 supplemental to the library materials budget. Mr. Lopez stated that would include a variety of materials, including digital and physical items. Council Member Nielson noted the additional items such as soccer balls and blood pressure devises that are now available in the library. In response to the comments by Council Member Nielson, Mr. Lopez stated that is the beyond books collection.

Council Member Nielson asked if the funding of the Substantial Home Repair program construction would roll over if not fully used. Mr. Lopez stated that the request was to provide budgeting authority for unexpected revenue received through HOME funds for

substantial home repairs, including code violations, roof repairs, and plumbing for low income households.

Council Member Nielson inquired on graffiti in Avondale. Mr. Lopez stated Avondale has been very effective in implementing the contract with Graffiti Protective Coating, which has been in place eight years. Staff has seen a dramatic decrease in graffiti and the Code Enforcement team does a great job in administering the program.

Council Member Nielson stated the city's sustainability plan reduces the carbon footprint and he requested staff look at alternates for electricity for the Care1st Facility and Senior Center building. Mr. Lopez said that staff would definitely be working with the City Manager and architects to see if that is feasible for this particular project.

Vice Mayor Dennis inquired on the budgeted amount for the Contributions Assistance Program. Mr. Lopez stated the allocated amount is \$100,000 for that program. Vice Mayor Dennis encouraged Council to approve 10% more to help cover administrative costs.

Council Member Malone stated she would approve adding 10%.

Ms. Montes stated staff can add an additional \$10,000 to be used for administrative costs.

Council Member Kilgore asked for clarification on if the city was paying for the admin costs. Vice Mayor Dennis clarified, if the agency requests admin costs as part of their proposal, they can then assign a minimum of 10% of their costs to be applied to administrative costs. She explained, in her experience, when applying for grants, there is typically a percentage that can be applied towards administrative costs.

Council Member Kilgore stated this was the first time he has heard about this. Vice Mayor Dennis explained the non-profits are not allowed to request administrative costs be covered under the currently format and this would allow for that change.

Mr. Lopez explained the way the program is currently set up; the city does not allow for organizations to utilize funding to support their administrative costs. He stated this has been a question to come up throughout the years and chose to eliminate that to maximize the impact of their dollars, especially during the recession. He believes there is a need for it and acknowledged how some of the small non-profits struggle with fulfilling the program without being allowed to use a portion of the dollars for administrative costs.

Council Member Kilgore inquired if other cities follow this type of practice. Mr. Lopez explained it is typical within grant funding to allow 10% for administrative costs.

Council Member Malone suggested trying it for one year, and Ms. Montes stated that would be no problem to make that modification within the budget. She added that a motion is not needed as it is part of the budget.

Note: Council took a recess at 7:15 PM and reconvened at 7:23 PM.

Public Works

Cindy Blackmore, Public Works Director, stated that most requests were based on growth and inflationary costs in operations. She added that one full-time employee was requested for a Recycling Coordinator Inspector as a result of the changes within the recycling industry.

Council Member Nielson asked about the date of the Household Hazardous Waste event. Ms. Blackmore stated two events are held each year, in April and November.

Fire and Medical

Vice Mayor Dennis asked why the Lucas Cardiac Chest Compression System for \$88,400 was not in the Fire Department's supplemental based on the medical need. She requested it be added back into the budget and asked Chief Rooney to provide information on what the system is. Chief Rooney explained the system would allow paramedics seated and strapped into the ambulance during transport allowing the system to do the compressions, providing a safer trip to the hospital. The survival rate using the compression system is improved and the systems would be used in conjunction with the ambulance company.

Council Member Malone inquired if software would be needed. Chief Rooney stated he was not aware of any additional software that would be needed.

By consensus, Council decided to add the Lucas Cardiac Chest Compression System into the budget for \$88,400.

Capital Improvement Plan

Vice Mayor Dennis inquired on a signal at 137th Avenue and Thomas Road that was shown in last year's budget but did not see it in the future budget. Ms. Stevens explained that traffic signal was studied by the Traffic Division but did not meet warrants at that time, so it is not within the CIP. Vice Mayor Dennis voiced concerns with the signal not being added with the build of the high school. She suggested it be put back into the budget which Council Member Malone agreed, stating she would like to see it put back into the CIP for the 2020 fiscal year. Ms. Stevens stated that the light would be added back into the CIP.

Council Member Nielson suggested that the traffic light at Maricopa Street and Avondale Boulevard be placed back in as it had been introduced three years prior at a cost of \$435 thousand, and at \$698 thousand three years later. He said the cost of the study was also \$500 thousand. Ms. Stevens stated that light would come forward for award of contract in June, and staff is hoping to have it installed by September.

Vice Mayor Dennis said she was under the impression the aforementioned street light was included in the budget and the funding should be shifted back. Ms. Duncan stated that funding had shifted in the budget, but staff would bring additional information to Council to outline what shifts out for the next fiscal year.

Council Member Nielson asked about the \$250 thousand for the Fiber Backbone Program. Ms. Stevens explained that the Fiber Backbone Program which is to interconnect and communicate all traffic signals and all new projects would include the fiber. She stated that staff are working with West Point High School at this time to include fiber in that project as well as any new projects.

Council Member Nielson asked for clarification on the Thomas Road Bridge. Ms. Stevens explained staff will begin with a study in the next fiscal year.

Council member Nielson asked about the Property and Evidence Room timeline. Ms. Stevens stated a preliminary sketch would come to Council in May, with construction next year.

Council Member Nielson inquired on the proposed water and sewer projects and asked if all the projects would be completed within the year. Ms. Duncan explained funding is made available in the year it was encumbered and carried forward continuously until the project is completed. Ms. Blackmore stated that some projects would be carried over or finished at the beginning of the fiscal year, some would be managed by operating staff rather than by the engineers. She explained the projects listed in the budget are the ones that staff believes they can manage properly.

Council Member Malone inquired on the \$102 thousand towards the Safe Routes to School program and if the city is working with the school districts. Ms. Stevens explained staff work directly with MAG, who contract with a specific consultant for the studies. She noted on the following 2019 studies: Eliseo C. Felix, Rio Vista, and Avondale Middle School which are either being conducted now or complete, which staff will look at the recommendations to guide staff in the best projects to ensure safe routes to school. Ms. Stevens added that traffic signal at Littleton Elementary School is a result of this project which has been added in the CIP for next year. Council Member Malone inquired if Mr. Montoya brought forward the issues with the crosswalk at Wyman south of Quentin. Ms. Montes stated she does not have the related information but will provide an update on that and staff plan to proceed with the issue.

Council Member Malone asked about the funding of the Safe Routes to School program. Ms. Stevens explained funding is received every year and five schools are expected to be completed in the upcoming year.

Vice Mayor Dennis inquired if Quentin had completed the program in the past. Ms. Stevens explained she believed so, but she will follow-up with the issue brought forward by Council Member Malone.

Vice Mayor Dennis inquired on the \$175 thousand for the sports area field lighting and asked if staff determined the location for the lighting. Mr. Haines stated that the area for the sports lighting had not yet been established but preliminary discussions were held last year with Agua Fria High School to which they had an interest.

Vice Mayor Dennis asked about the Goodyear Farms Cemetery and the 2020 carryover of \$100,000 from the \$250,000 allocation. Mr. Haines stated that it is still a work in progress and are under contract to include irrigation, automated gate, electrical service, and ornamental art piece. They encountered some delays with the site survey and waiting for APS to install power to the site. If the projects are not completed within the current fiscal year, the funding will be there through the mentioned carryover. He noted there should be a preliminary survey in about two months so the electrical can be completed.

Ms. Montes stated that the tentative budget adoption, with Council's changes incorporated, would be presented next Monday.

4. ADJOURNMENT

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

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

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

Meeting adjourned at 7:48 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Council of the City of Avondale held on the 29th day of April 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Council Meeting Schedule for 2020

MEETING DATE: 8/12/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve the 2020 City Council Meeting Schedule. The Council will take the appropriate action.

BACKGROUND:

According to the Council Rules of Procedure, City Council shall approve the upcoming year's meeting schedule prior to the end of each calendar year. According to the Avondale City Charter Article II §12, City Council shall conduct two meetings a month (Work Session meetings and/or Regular Meetings). If a change in approved meeting time or place shall be made, the City Clerk shall take appropriate action to publicly announce the change and publish a seven-day notice as required in the Avondale Charter Article II §12.

DISCUSSION:

The 2020 City Council meeting calendar provides for breaks in the spring, summer, and winter. To allow for such breaks, there is one meeting date in both July and December. Since the City Charter requires two meetings per month, the meetings in both July and December will include a work session and a regular meeting with a scheduled dinner break in-between. The dinner break is to provide a clear separation of the two meetings.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending City Council approve the presented 2020 City Council Meeting Schedule.

2020 COUNCIL CALENDAR

Jan-2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
23	20	21	22	23	24	25
26	27	28	29	30	31	

Jan 1 - New Year's Day

Jan 20 - Martin Luther King Day

Jan 29-31 - ACMA Winter Conference

Feb-2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Feb 18 - President's Day

Mar-2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Mar 8-11 - National League of Cities Conf.

Mar 9-13 - Spring Break

Apr-2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May-2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 27 - Memorial Day

Jun-2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Jul-2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 3 - Independence Day Observed

July 15-17 - ACMA Summer Conf.

July 27 - Two separate mtgs with dinner break

Aug-2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep-2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Sept 7 - Labor Day

Sept 1-4 - League Annual Conference

Sept 27-30 - ICMA Annual Conference

Oct-2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Nov-2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Nov 11 - Veterans

Nov 18-20 - National League of Cities Summit

Nov 26 Thanksgiving

Dec-2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Dec 7 - Two separate mtgs with dinner break

Dec 25 - Christmas

	Council Meeting
	Work Session - As Needed

	Conference
	Holidays

CITY OF AVONDALE 2020 COUNCIL MEETING SCHEDULE

NOTICE IS HEREBY GIVEN to the general public that the following is the schedule of City Council meetings for the 2020 calendar year. Agendas are available 24 hours in advance of each meeting in the Office of the City Clerk, at 11465 West Civic Center Drive, Avondale, Arizona, Monday through Thursday, between the hours of 7:00 a.m. to 6:00 p.m. or online at www.avondaleaz.gov/councilmeeting.

Month	7:00 p.m. Regular Meeting 6:00 p.m. Work Session (as needed)	6:00 p.m. Work Session (as needed)
January	January 6, 2020	January 13, 2020
	January 21, 2020	
February	February 3, 2020	February 10, 2020
	February 18, 2020	
March	March 2, 2020	n/a
	March 23, 2020	
April	April 6, 2020	April 13, 2020
	April 20, 2020	
May	May 4, 2020	May 11, 2020
	May 18, 2020	
June	June 1, 2020	June 8, 2020
	June 15, 2020	
July	July 27, 2020	n/a
August	August 10, 2020	August 17, 2020
	August 24, 2020	
September	September 8, 2020	September 14, 2020
	September 21, 2020	
October	October 5, 2020	October 12, 2020
	October 19, 2020	
November	November 2, 2020	November 9, 2020
	November 16, 2020	
December	December 7, 2020	n/a

Accommodations for Individuals with Disabilities. Council Members of the City of Avondale will attend either in person or by telephone conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Alojamiento para Personas incapacitadas. Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement With Ancon Marine for Sewer and Lift Station Cleaning

MEETING DATE: 8/12/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Ancon Marine, Inc., for sewer and lift station cleaning services in a maximum aggregate not to exceed amount of \$175,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Scottsdale entered into Contract No. 19RP020, dated March 28, 2019 for Acon Marine, Inc. to provide provide sewer and lift station cleaning. The Scottsdale contract permits its cooperative use by other governmental agencies including the City of Avondale.

DISCUSSION:

To maintain the treatment process of the Water Reclamation Facility, it is necessary to routinely remove grease and floatable solids at certain steps in the treatment process. The primary need for removal occurs at the front end of the process at the influent pump stations but also at certain other points in the process where grease and floatable solids accumulate such as the clarifier scum wet well and the return sludge pump wet well.

While the City's pretreatment program encourages the proper disposal of fats, oils, and greases (FOG), these types of items still make their way into the City's wastewater treatment processes and must be eliminated. The services provided by Ancon Marine, Inc. will provide the City the continued opportunity to better balance the delicate biological processes and further maintain the equipment needed to accomplish the treatment process. Ancon Marine successfully provided these services to the City for the past five years under a previous agreement 13988C which reached its final term in 2019.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to Water Reclamation Facility, line item 503-9230-00-6770, Repair & Maintenance Wastewater Treatment Plant and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Ancon Marine, Inc., for sewer and lift station cleaning services in a maximum aggregate not to exceed amount of \$175,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ANCON MARINE, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of the last dated signature below, between the City of Avondale, an Arizona municipal corporation (the "City"), and Ancon Marine, Inc., a California corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Scottsdale ("Scottsdale") entered into Contract No. 19RP020, dated March 28, 2019 (the "Scottsdale Contract"), for the Contractor to provide sewer and lift station cleaning. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Scottsdale Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Scottsdale Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with sewer and lift station cleaning services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

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

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 27, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Scottsdale Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Scottsdale Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests,

in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Scottsdale Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Scottsdale Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Scottsdale Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an aggregate amount not to exceed \$175,000.00 for Services at the unit rates set forth in the Scottsdale Contract.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

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

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its

subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the Scottsdale Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Scottsdale Contract, the City shall be afforded all of the rights and privileges afforded to Scottsdale and shall be the "City" (as defined in the Scottsdale Contract) for the purposes of the portions of the Scottsdale Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Scottsdale to the extent provided under the Scottsdale Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance

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

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

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Marsha Chavez, Senior Buyer
Attn: Michael Wawro, City Attorney

If to Contractor: Ancon Marine, Inc.
1777 N. 23rd Avenue
Phoenix, Arizona 85009
Attn: Darin Cook
darinc@anconservices.com

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

Date: _____

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"

ANCON MARINE, INC.
a California corporation

By 

Name: Darin Cook

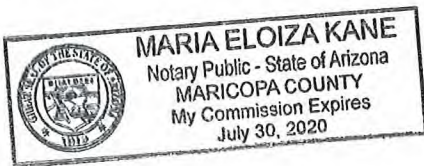
Title: GENERAL MANAGER

Date: 7-31-19

(ACKNOWLEDGMENT)

STATE OF Arizona
COUNTY OF Maricopa ss.

On July 31st, 2019, before me personally appeared Darin Cook, the General Manager of Ancon Marine Inc a(n) _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the _____.



(Affix notary seal here)

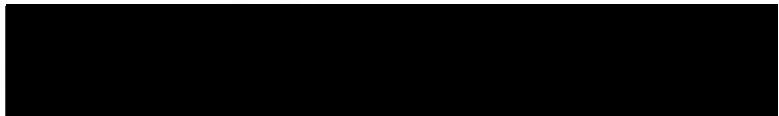

Notary Public

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ANCON MARINE, INC.

[Scottsdale Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ANCON MARINE, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT: Second Amendment to Professional Services Agreement with Premier Engineering Corporation

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Tracy Stevens, Deputy City Manager, 623-333-1014

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

PURPOSE:

City Council will consider a request to approve a Second Amendment to the Professional Services Agreement with Premier Engineering Corporation to provide additional design services and post-design services for the Van Buren Multi-Use Trail Project, in the amount of \$62,121, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council approved a Professional Services Agreement (PSA) with Premier Engineering Corporation (Premier) on November 20, 2017 for the design of the Van Buren Multi-Use Trail Project in the amount of \$387,641. The City is receiving Transportation Alternatives Program (TAP) funding through the Maricopa Association of Governments (MAG) for this project.

DISCUSSION:

On March 28, 2019, the City Manager approved the First Amendment to the PSA with Premier for additional services in the amount of \$24,941, which increased the contract price from \$387,641 to \$412,582. This included updating Phase I Environmental Reports and designing fiber conduit and modifying construction drawings as required.

Council is asked to consider this Second Amendment for additional design services and post-design services totaling \$62,121, which increases the aggregate not-to-exceed compensation from \$412,582 to \$474,703. The additional scope is as follows:

Design Services (re-aligning the Multi-Use Path west of Legacy School):

1. Revise horizontal control & paving construction drawings to conform to the new path alignment.
2. Revise drainage & SWPPP construction drawings and calculations to conform to the new path alignment.
3. Revise hardscape, landscape, & irrigations construction drawings to conform to the new path alignment.
4. Revise lighting & electrical construction drawings and calculations to conform to the new path alignment.
5. Revise the project special provisions and estimate in accordance with the changes noted above.
6. Preparation of Maintenance of Traffic Operation (MOT) plans, specifications and cost estimates.
7. Quality assurance/quality control checks on the work performed in completion of this task.
8. Coordination between the various design disciplines, the City and their agents.
9. General administrative tasks required to complete the scope of services as described.

Post-Design Services:

1. Preparing addenda to the bid documents, as required.
2. Attendance at the Pre-Construction / ADOT Partnering Conference.
3. Review of the Contractor's product submittals and shop drawings.
4. Review of Contractor submitted Requests for Information (RFIs).
5. Attendance at the final Project walk-through and preparation of the Punch List.
6. Preparation of the project Record Drawings.
7. Quality assurance/quality control checks on the work performed in completion of this task.
8. Coordination between the various design disciplines, the City and their agents.
9. General administrative tasks required to complete the scope of services as described.

Construction will be bid and administered by ADOT, starting in the 3rd quarter of calendar year 2019.

Strategic Plan Alignment

Initiative:

Foster Sustainable Community Development

Goal:

Maintain and expand infrastructure and improve connectivity to City amenities

Objective:

Complete sidewalk and install pedestrian lighting to improve and increase pedestrian safety and security

BUDGET IMPACT:

Sufficient Funding in the amount of \$2,200,000 is available in CIP Street Fund Line Item No. 310-1408-00-8210, Van Buren Multi-Use Path.

RECOMMENDATION:

Staff is requesting that the City Council approve the Second Amendment to the Professional Services Agreement with Premier Engineering Corporation (Premier) to provide design services and post-design services for the Van Buren Multi-Use Trail Project in the amount of \$62,121.00, authorize the the Mayor, or City Manager and City Clerk to execute the necessary documents.

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PREMIER ENGINEERING CORPORATION**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered into as of August 12, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Premier Engineering Corporation, an Arizona corporation (the "Consultant")

RECITALS

A. The City and the Consultant entered into Professional Services Agreement No. 14648C, dated November 20, 2017, for Consultant to provide professional design services for the Van Buren Street Multi-Use Corridor Project (the "Agreement"). All capitalized terms not otherwise defined in this Second Amendment have the same meanings as set forth in the Agreement.

B. The City and the Consultant entered into the First Amendment to this Agreement on March 28, 2019 to update the Phase 1 ESA and complete other necessary services.

C. The City has determined that additional Services by the Consultant are necessary (the "Additional Services").

D. The City and the Consultant 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 Consultant 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 Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2020 unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Consultant by \$62,121.00 for the Additional Services at the rates set forth in Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$412,582.00 to \$474,703.00.

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 Consultant 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 Consultant 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

Date

ATTEST:

Marcella Carrillo, City Clerk

Date

“Consultant”

PREMIER ENGINEERING CORPORATION,
An Arizona corporation

By: _____

July 18, 2019
Date

Name: C. Gnanasambanthan

Title: President

EXHIBIT 1
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PREMIER ENGINEERING CORPORATION

[Additional Scope of Work and Fee Proposals]

See following pages.



May 29, 2019

City of Avondale
11465 West Civic Center Drive
Suite 120
Avondale, AZ 85323

Attention: Chris Hamilton

Re: Contract Modification 02 – Legacy Traditional School MUP Realignment
Van Buren Multi-Use Path; 113th Avenue to Agua Fria River
Federal Project No.: AVN-0(221)T
ADOT TRACS SL73801D
Premier Proposal No. 2019-045-07

Dear Mr. Hamilton:

Pursuant to your request and for your consideration, Premier Engineering Corporation (Premier) is pleased to submit this fee proposal for engineering design services for the referenced project. This proposal is prepared based on an e-mail received from the City of Avondale (City) on March 11, 2019, subsequent discussions between the City and the Design Team, and our experience working on similar projects.

The scope of services included in this task consists of:

1. Revise horizontal control & paving construction drawings to conform to the new path alignment.
2. Revise drainage & SWPPP construction drawings and calculations to conform to the new path alignment.
3. Revise hardscape, landscape, & irrigations construction drawings to conform to the new path alignment.
4. Revise lighting & electrical construction drawings and calculations to conform to the new path alignment.
5. Revise the project special provisions and estimate in accordance with the changes noted above.
6. Preparation of Maintenance of Traffic Operation (MOT) plans, specifications and cost estimates.
7. Quality assurance/quality control checks on the work performed in completion of this task.
8. Coordination between the various design disciplines, the City and their agents.
9. General administrative tasks required to complete the scope of services as described.

This scope includes design services performed by our subconsultant Wright Engineering Corp. and Y2K Engineering, LLC. as detailed in the attached cost proposals.

Our proposed cost-plus contract fee is based on available information and the above scope of services, for a total of **\$28,380.00** (Twenty-eight thousand, three hundred eighty dollars only).

We appreciate the opportunity provided by you and look forward to working with you and your staff on this project. If you have any questions or require clarification of the above information, please feel free to contact me at (480) 829-6000.

Sincerely,

Premier Engineering Corporation

Matt Tsark, PE
Senior Project Manager

Enclosures: As stated

Premier Engineering Corporation
Derivation of Cost Proposal
Van Buren Multi-Use Path -
113th Avenue to Agua Fria River
TRACS SL73801D; Fed No. AVN-0(221)T

Estimated Direct Labor

<u>Classification</u>	<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Cost</u>	<u>Totals</u>
Project Manager	30	\$54.59	\$1,637.70	
Senior Project Engineer	8	\$51.32	\$410.56	
Design Engineer	96	\$28.00	\$2,688.00	
CADD Technician	32	\$32.00	\$1,024.00	
Administrative / Clerical	9	\$30.75	\$276.75	
Total Estimated Direct Labor	175			\$6,037.00
Negotiated Overhead (179.03%)				<u>\$10,808.00</u>
Total Direct Labor and Overhead				\$16,845.00
Estimated Direct Expenses				
Total Estimated Direct Expenses				\$0.00
Estimated Subconsultants				
Wright Engineering Corporation			\$1,260.00	
Y2K Engineering			\$8,590.00	
Total Estimated Subconsultant Services				\$9,850.00
Subtotal Cost to Consultant				\$26,695.00
Fixed Fee (10%)				<u>\$1,685.00</u>
Total Estimated Cost				\$28,380.00

5/29/19

Signature

Date

Premier Engineering Corporation

Van Buren Multi-Use Path -
TRACS SL73801D; Fed No. AVN-0(221)T

Task #	ITEM/TASK	Project Manager	Senior Project Engineer	Design Engineer	CADD Technician	Administrative / Clerical	TOTAL
	Phase 01: Project Management						
0059	Coordination	8		4		1	13
#N/A	Utility Coordination	2		4			6
#N/A	ADOT/Agency Coordination	2		4			6
	Total Phase 01: Project Management	12	0	12	0	1	25
	Phase 05: Final PS&E						
#N/A	Face Sheet - Design Data - General Notes			8	2		10
5300	Typical Sections and Details			8	2		10
#N/A	MUT Plan & Profile	8		16	8		32
#N/A	Traffic Control Plans			8	4		12
5350	SWPPP			8	4		12
5170	Earthwork Calculations			4	4		8
0076	Special Provisions	8		16		8	32
0077	Cost Estimates	2		8			10
0078	QA / QC		8	8	8		24
0072	Response to Review Comments						0
	Total Phase 05: Final PS&E	18	8	84	32	8	150
	TOTALS HOURS	30	8	96	32	9	175

Premier Engineering Corporation
Estimated Direct Expenses
 Van Buren Multi-Use Path -
 TRACS SL73801D; Fed No. AVN-0(221)T

Mileage (Personal Vehicle)					
Item	Trips	Miles/1 way	Total	Rate	Cost
Field Kickoff Meeting		32	0	\$0.485	\$0.00
Progress Mtg.		32	0	\$0.485	\$0.00
Utility/Public Mtg.		32	0	\$0.485	\$0.00
Total Mileage (Personal Vehicle)					\$0.00
Total:					\$0.00

Subconsultant #1	
Harrington Planning + Design	
Subconsultant #2	
Tierra Right of Way Services, Ltd.	
Subconsultant #3	
Wright Engineering Corporation	\$1,260.00
Subconsultant #4	
EcoPlan	
Subconsultant #5	
Aerotech Mapping	
Subconsultant #6	
ACS Services - Drilling	
Subconsultant #7	
QT - Laboratory Testing	
Subconsultant #8	
Y2K Engineering	\$8,590.00
Total:	\$9,850.00

April 3, 2019

Premier Engineering Corporation
6437 W. Chandler Blvd.
Suite 1
Chandler, AZ 85226

Re: **Van Buren Multi-Use Path Realignment Additional Services**
WEC Project# 17420-003

Attn: Matthew K. Tsark, PE

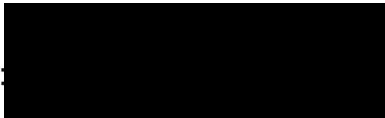
Contract amendment for Wright Engineering Corp. to complete additional services listed below:

1. Revise lighting & electrical construction drawings to realign the lights, conduit and pull boxes to the new path alignment in front of the charter school drop off.
2. Revise photometric calculations for new path alignment.
3. Revise wire and conduit calculations.
4. Revise estimate to new quantity of conduit and conductors.

Type of Billing:

Lump sum upon completion:
\$1,260.00

Wright Engineering, Corp.

Signature: 

By: R. Scott Wright, P.E.

Title: President

Date: April 3, 2019

Premier Engineering Corporation

Signature: _____

By: _____

Title: _____

Date: _____

Wright Engineering Corporation

Electrical Design

Work Activity		Principal	Senior Engineer	Designer	Admin		Total Task Hours
1	Project Coordination		1				1
2	Electrical Plan Preparation		1	6			7
3	Lighting / Electrical Details & Calcs		1	2			3
4	QA/QC		1				1
Total Hours		12	0	4	8	0	12
Hourly/Unit Rates			\$145.00	\$125.00	\$95.00	\$45.00	\$0.00
Subtotal		\$1,260.00	\$0.00	\$500.00	\$760.00	\$0.00	\$0.00



May 24, 2019

Mathew Tsark, PE
Premier Engineering Corporation
6437 W. Chandler Blvd., Suite 1
Chandler, Arizona 85226

P: (480) 829-6000 Ex 134
mtsark@pre-engr.com

**Subject: Proposal for Traffic Engineering Services, Project # SL738
Van Buren Street Multi-Use Path, Maintenance of Traffic – Avondale, Arizona**

Dear Mr. Tsark:

Y2K Engineering, LLC. (Y2K) is pleased to submit this proposal to provide professional engineering services for you (the "Client") for the above-referenced Project. This letter details the traffic engineering services that Y2K proposes to perform in connection with the Project located on Van Buren Street between Avondale Boulevard and 127th Avenue in Avondale, Arizona.

Y2K is providing the following scope for traffic control plans for submittal to the City of Avondale and Arizona Department of Transportation (ADOT) based on our conversations with you.

Project Understanding

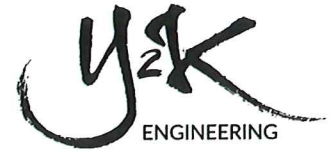
Designer will prepare maintenance of traffic (MOT) sheets in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), City of Avondale criteria and ADOT bid item numbers. It is expected that the traffic control plans will utilize notes, quantities and MOT tables which specify standard traffic control set-ups, such as lane closures, by referencing figures from the Phoenix Barricade Manual, ADOT Traffic Control Design Guidelines or the MUTCD. No plan view traffic control plans are anticipated.

Scope of Services

Site Reconnaissance/Data Collection. Y2K will visit the project site and collect data to verify lane configurations and traffic control devices within the project area in order to obtain an understanding of the proposed project. Premier Engineering will provide Y2K with a current updated base plan, in electronic format (AutoCAD), for the improvements within the project area, that includes, right of way constraints, edge of existing and proposed pavement, edge of new MUP, existing roadway signing, existing traffic signals, existing structures, existing pavement markings and any other items necessary to complete the traffic control for this project. Premier Engineering will also provide any obtainable as-builts for the existing roadway within the project limits.

Traffic Control Design. Traffic control, MOT, plans will be developed for the project which is located on the north side of Van Buren Street from Avondale Boulevard to 127th Avenue. A majority of the project construction is expected to take place off of the roadway with minimal traffic control in place. It is expected that lane closures will be used during construction of ADA ramps, curb and gutter adjacent to roadways such as 127 Avenue, Van Buren Street, El Mirage Road, 119th Avenue and Avondale Boulevard.





Following ADOT procedures for traffic control plans, the design will include traffic control general notes, advance warning sign schematics, MOT table and approximate traffic control quantities table broken down with ADOT bid item numbers. It is not expected that construction sequence/phasing plans will be required for a project of this magnitude. It is also not expected that detailed plans will be created showing vertical panel, sign and/or cone spacing on plan view sheets. Standard lane closure details as shown in the Phoenix Barricade Manual, ADOT Traffic Control Design Guidelines or the MUTCD

No complete roadway closures, with associated trailblazing are planned and no temporary traffic signal work is planned with this project.

The MOT traffic control plan set will include the following sheets:

- Traffic control general notes and advance signing detail – 1 sheet
- Traffic control quantities – 1 sheet
- MOT table including cross sections associated with lane closures on: - 2 sheets
 - Van Buren Street
 - 127th Avenue
 - El Mirage Road
 - 120th Avenue
 - 119th Avenue
 - Avondale Boulevard

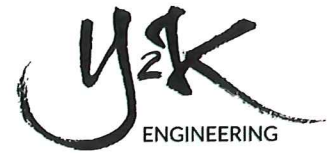
Meetings. One comment resolution meeting is anticipated with the project. It is assumed that this meeting will be held in Avondale or at ADOT in Phoenix. Attendance at additional meetings will be at the written request of the Client and are chargeable as Additional Services under this proposal.

Estimate. Y2K will prepare a preliminary cost estimate for submittal to the client for use in bidding the project to a contractor. No special provisions are anticipated for this project.

Schedule

Upon receipt of your written acceptance of this proposal and an electronic copy of the latest site plan, Y2K will commence the tasks described in the Scope of Services. Y2K will incorporate the design schedule of the team into our schedule. Upon receipt of all comments on the “Pre-Final” submittal from the Client, Y2K will produce final plans and submit a PDF copy to the Client within two (2) weeks.

The schedule forth above is estimated and reasonable, but not a guaranteed time frame in which the Services will be completed. The schedule is subject to reasonable extensions for delays due to circumstances beyond Y2K’s control including, without limitation, delays in collecting traffic count data due to unfavorable weather conditions or holidays, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, damage to the Project, lack of access to the Project, or delays caused by other parties associated with the project or from the reviewing agencies.



Compensation

Y2K's compensation due under this Agreement is payable for the Base Service Agreement as follows:

Base Service Agreement

Traffic Design	Fee
Traffic Control Plans	\$8,590 (U.S. Dollars)

Qualifications/Limitations of Fee. The Base Service Agreement fee includes Y2K's direct costs, in-house reproduction costs and automobile mileage. The Base Service Agreement deliverable is traffic control plans.

Additional Services. Additional services requested by the Client that are not included in the Base Service scope will be billed according to Y2K's current rate schedule for hourly services plus direct expenses. A description of Additional Services and associated deliverables are described in the following section of this Agreement.

Scope and Fee for Additional Services

Authorities having jurisdiction over the Project may require additional services not included in the Base Service scopes of this Agreement. Y2K shall submit monthly invoices to the Client for fees and direct costs due for Additional Services. Fees and direct costs payable for Additional Services will be invoiced monthly and payment shall be due thirty (30) days from the invoice date.

If required, and upon receipt of written or verbal authorization to proceed from Client's designated representative, Y2K shall provide the following Additional Services:

- Plan Sheet Traffic Control Layout
- Traffic Signal Warrant Analysis
- Temporary Traffic Signal Design
- Roadway Lighting Design
- Interconnect (ITS) Design
- Roadway Design
- Sign Summary Sheets (MCDOT)
- Trailblaze Detour Routes

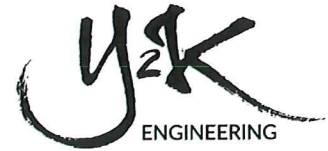
All fees and direct expenses due and payable for Base Service and Additional Services more than thirty (30) days after the invoice date shall bear interest on the principal amount at the lesser rate of i) 1.5% per month; or ii) the highest rate of interest allowed by applicable law. Y2K may, after seven (7) days written notice to you, suspend services under this Agreement until Y2K has been paid in full all amounts due for Services, expenses, and charges.

Billing and Payment

The Base Service Agreement fee is due and payable upon delivery of the pre-final traffic control plans. Y2K's invoice shall be sent to Client's email address, unless otherwise directed. Final signed and sealed professional documents or other deliverables shall be released upon receipt of final payment.

Acceptance of Proposal with Standard Terms and Conditions

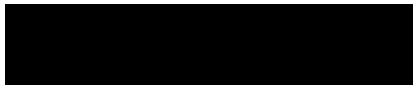
This Proposal, including the attached and incorporated Standard Terms and Conditions or other Exhibits, shall constitute our contract for the limited Scope of Services stated in this Agreement. Our fee proposal is valid for sixty (60) days from today's date and will expire if not accepted within that time. Your prompt return of a signed copy of this Proposal completes our contract and assures a timely commencement of our



services. Y2K will begin its work following your signature and return of this Agreement and delivery to Y2K of electronic media containing your site plan and topo survey.

Additional Services, including, without limitation, or post design services, shall be provided under a separate contract.

Sincerely,
Y2K Engineering, LLC.



Chris Williams, PE, PTOE
Senior Traffic Engineer

Attachments: Y2K Engineering, LLC Standard Terms and Conditions

Acceptance

As the duly-designated representative of the Client, with my signature below I authorize Y2K Engineering, LLC to perform the Services described in the forgoing Proposal, together with its incorporated Standard Terms and Conditions, for the stated Compensation. The Effective Date of this Agreement is the date of Client's signature.

☐ Base Service Agreement (Traffic Control Plans) \$8,590 (U.S. Dollars)

Company Name: _____

Authorized Signature/Title: _____

Printed Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-Mail: _____

E-Mail for Invoice Delivery: _____

Effective Date: _____



June 20, 2019

City of Avondale
11465 West Civic Center Drive
Suite 120
Avondale, AZ 85323

Attention: Chris Hamilton

Re: Contract Modification 03 – Post Design Services
Van Buren Multi-Use Path; 113th Avenue to Agua Fria River
Federal Project No.: AVN-0(221)T
ADOT TRACS SL73801D
Premier Proposal No. 2019-067-07

Dear Mr. Hamilton:

Pursuant to your request and for your consideration, Premier Engineering Corporation (Premier) is pleased to submit this fee proposal for engineering post design services for the referenced project. This proposal is prepared based on several discussions between the City of Avondale (City) and the Design Team, and our experience working on similar projects.

The scope of services included in this task consists of:

1. Preparing addenda to the bid documents, as required.
2. Attendance at the Pre-Construction / ADOT Partnering Conference.
3. Review of the Contractor's product submittals and shop drawings.
4. Review of Contractor submitted Requests for Information (RFIs).
5. Attendance at the final Project walk-through and preparation of the Punch List.
6. Preparation of the project Record Drawings.
7. Quality assurance/quality control checks on the work performed in completion of this task.
8. Coordination between the various design disciplines, the City and their agents.
9. General administrative tasks required to complete the scope of services as described.

This scope includes post design services performed by our subconsultants Harrington Planning & Design and Wright Engineering Corp. as detailed in the attached cost proposal.

Our proposed cost-plus contract fee is based on available information and the above scope of services, for a total of \$33,741.00 (thirty-three thousand, seven hundred forty-one dollars only).

We appreciate the opportunity provided by you and look forward to working with you and your staff on this project. If you have any questions or require clarification of the above information, please feel free to contact me at (480) 829-6000.

Sincerely,

Premier Engineering Corporation

Matt Tsark, PE
Senior Project Manager

Enclosures: As stated

Premier Engineering Corporation
Derivation of Cost Proposal
Van Buren Multi-Use Path -
113th Avenue to Agua Fria River
TRACS SL73801D; Fed No. AVN-0(221)T

Estimated Direct Labor

<u>Classification</u>	<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Cost</u>	<u>Totals</u>
Project Principal	2	\$75.60	\$151.20	
Project Manager	49	\$54.59	\$2,674.91	
Senior Project Engineer	8	\$51.32	\$410.56	
Design Engineer	79	\$28.00	\$2,212.00	
CADD Technician	64	\$32.00	\$2,048.00	
Administrative / Clerical	6	\$30.75	\$184.50	
Total Estimated Direct Labor	208			\$7,681.00
Negotiated Overhead (179.03%)				<u>\$13,751.00</u>
Total Direct Labor and Overhead				\$21,432.00
Estimated Direct Expenses				
Total Estimated Direct Expenses				\$376.00
Estimated Subconsultants				
Harrington Planning + Design			\$4,750.00	
Wright Engineering Corporation			\$5,040.00	
Total Estimated Subconsultant Services				\$9,790.00
Subtotal Cost to Consultant				\$31,598.00
Fixed Fee (10%)				<u>\$2,143.00</u>
Total Estimated Cost				\$33,741.00

Signature

6/20/2019

Date

Premier Engineering Corporation

Van Buren Multi-Use Path -
TRACS SL73801D; Fed No. AVN-0(221)T

Task #	ITEM/TASK	Project Principal	Project Manager	Senior Project Engineer	Design Engineer	CADD Technician	Administrative / Clerical	TOTAL
#N/A 0054 #N/A 0078	Phase 01: Project Management							
	Project Administration	1	8				4	13
	ADOT/Agency Coordination		8		8			16
	QA / QC		2	8	2	8		20
	Total Phase 01: Project Management	1	18	8	10	8	4	49
#N/A 0086 0088 5930 #N/A #N/A #N/A #N/A	Fee Total Phase 01:	\$75.60	\$982.62	\$410.56	\$280.00	\$256.00	\$123.00	\$2,127.78
	Phase 02: Post Design Services							
	Plan Addenda		4		12	16		32
	Pre-Construction Conference		2		2			4
	Partnering Conference		1		1			2
	RFI, Submittals, Shop Drawings		12		32	8		52
	Final Walk Thru		4		4			8
	Punch List				2		2	4
	Record Drawings	1	8		16	32		57
								0
#N/A	Total Phase 02: Post Design Services	1	31	0	69	56	2	159
	Fee Total Phase 02:	\$75.60	\$1,692.29	\$0.00	\$1,932.00	\$1,792.00	\$61.50	\$5,553.39
	TOTALS HOURS	2	49	8	79	64	6	208

Premier Engineering Corporation
Estimated Direct Expenses
 Van Buren Multi-Use Path -
 TRACS SL73801D; Fed No. AVN-0(221)T

Mileage (Personal Vehicle)					
Item	Trips	Miles/1 way	Total	Rate	Cost
Pre-Con Meeting	1	32	64	\$0.485	\$31.04
Final Walk	1	32	64	\$0.485	\$31.04
Total Mileage (Personal Vehicle)					\$62.08
Printing & Plotting / Display Boards					
Printing & Plotting/Display Boards	Iterations	# Sheets	Total #	Rate	Cost
Record Drawings	2	145	290	\$1.00	\$290.00
			0	\$50.00	\$0.00
Total Printing & Plotting / Display Boards					\$290.00
Postage & Delivery					
Postage & Delivery	Iterations	Deliveries	Rate	Cost	
Local One-day Deliveries	2	1	\$12.00	\$24.00	
Total Postage & Delivery					\$24.00
Total:					\$376.08

Subconsultant #1	
Harrington Planning + Design	\$4,750.00
Subconsultant #2	
Tierra Right of Way Services, Ltd.	
Subconsultant #3	
Wright Engineering Corporation	\$5,040.00
Subconsultant #4	
EcoPlan	
Subconsultant #5	
Aerotech Mapping	
Subconsultant #6	
ACS Services - Drilling	
Subconsultant #7	
QT - Laboratory Testing	
Subconsultant #8	
RoadSafe - Traffic Control	
Total:	
	\$9,790.00



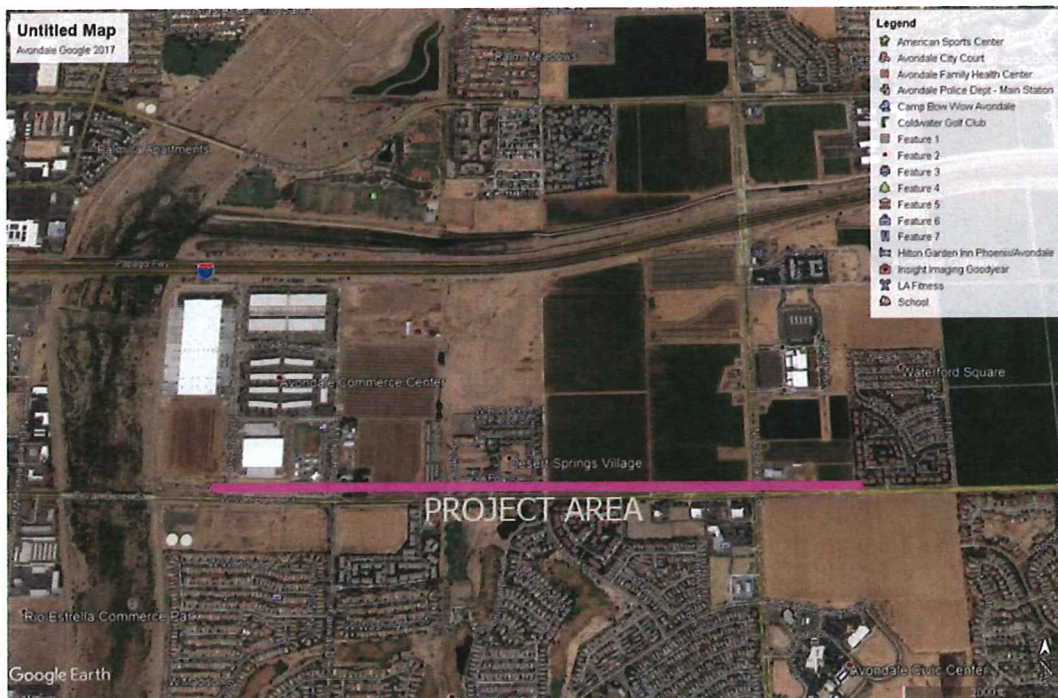
Harrington Planning + Design

May 31, 2019

Mr. C. Gnanasambanthan, P.E.
President
Premier Engineering
6437 West Chandler Boulevard, Suite 1
Chandler, Arizona 85226

Dear CG,

The following outlines our Scope of Services and Fee required for the Avondale Van Buren Corridor Multi-Use Path project (TRACS ID SL738). This project addresses the need to provide a multi-use path on the north side of Van Buren Street between 113th Avenue and 127th Avenue. This proposal addressed the task of construction observation support services and is anticipated to be limited to Construction Support Services. This task will include a fixed allowance of time to be used for field inspections of layout and placements, review of submittals, response to requests for information/clarifications, on-site inspections, review of irrigation changes, and approval of plant materials. We will work collaboratively with the design team and the City of Avondale to deliver a successful project.



Van Buren Path limits

SCOPE OF WORK

Task 1.0 – Post Design Services Allowance

- A. **Bidding Assistance:** Coordinate with City to solicit a competitive bid and identify the best value contractor from the bid documents package.
- B. **Project Kick-off Meeting:** Attend one initial project kick-off event with selected Contractor to review project goals and schedule.
- C. **Field progress meetings** – Attend meetings with the Contractor for this project will be performed. An allowance of **six (6)** meeting events is provided under this task. Meetings may be on-site or at an alternate location.
- D. **Response to RFI's / Shop Drawing Review / Submittal Reviews**—Review shop drawings submitted by the Contractor to confirm compliance with plans and design intent. All design team consultants for post design services will be coordinated. **RFI review and responses** –respond to inquiries and clarifications submitted by the Contractor. Requests for information will be responded to in a written format. A review log will be produced and maintained for record purposes. **Submittal reviews** –perform a review of products and vendor specified data and materials. A review log will be produced and maintained for record purposes.
- E. **On-site field inspection visits – Four (4)** on-site events shall be conducted to inspect landscape planting locations and irrigation trenching routes. Separate tree tagging event, tree pre-install spacing, irrigation trenching, and Site Amenity/Hardscape layout review events are anticipated for the 4 events. A memorandum of findings for each event will be prepared under this task.
- F. **Pre-final and Final punch list events** – HP+D shall perform an on-site review of the project installation at a substantial completion level (pre-final). This event shall make recommendations and evaluate the installation in accordance to the construction documents. A memorandum of the Pre-final punch list will be produced for record proposes. A Final punch list event will be performed to review the progress and completion of the Pre-final evaluation. A memorandum of the Final punch list will be produced for record purposes.
- G. **Reimbursable expenses**—travel costs, delivery expenses / fees, printing costs of hard copy materials, and any communication expenses will be part of the reimbursable expense allowance to the project.

Summary of Fees

Our fee for the items indicated above shall be billed hourly monthly to a maximum not to exceed the following:

Task 1.0 – Post Design Services Allowance (40 hours x \$110/hr rate)
\$4,400.00

Reimbursable expenses allowance \$ 250.00

Total Fee \$ 4,750.00

Extra Work

Should additional services, meetings beyond quantities identified, or Client directed changes to the scope of work or site plan be required, they will be billed as an extra at the following hourly rates:

Principal / RLA	\$130.00/hour
Project Manager / Designer	\$110.00/hour
Project Coordinator	\$90.00/hour

Mr. C. Gnanasambanthan, P.E.
Premier Engineering
City of Avondale – Van Buren Corridor Multi-Use Path – SL738 – Post Design
Page 4 of 4

If in agreement with this proposal, please indicate your acceptance of the preceding agreement by signing and returning the executed original to our office. The enclosed copy is for your files.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,
Harrington Planning + Design



Jason Harrington, RLA, ASLA, ASIC
Principal

*19p037– Premier Engineering – Van Buren Corridor Multi-Use Path – Post Design
Services – Avondale, AZ*

ACCEPTED BY:

Mr. C. Gnanasambanthan, P.E.
President
Premier Engineering

05/31/19 or thereafter

June 19, 2019

Premier Engineering Corporation
6437 W. Chandler Blvd.
Suite 1
Chandler, AZ 85226

Re: **Van Buren Multi-Use Path Construction Services Additional Services
WEC Project# 17420-004**

Attn: Matthew K. Tsark, PE

Contract amendment for Wright Engineering Corp. to complete additional services listed below:

1. Post-Design Services:
 - a. Review electrical equipment submittals and shop drawing packages for conformance to contract documents.
 - b. Respond to RFIs.
 - c. Prepare addenda as required.
2. Project Close-out:
 - a. Visit the site at substantial completion to review the electrical installation and provide a punch list walk-thru report.
3. Meetings:
 - a. Includes time for (1) person to attend including travel
 - 1) (1) Pre-construction/partnering meeting
4. Prepare record drawings of the electrical installation based on inspection information as well as contractors marked up electrical plans.

Type of Billing:

Lump sum upon completion:
\$5,040.00

Wright Engineering, Corp.

Signature

By: R. Scott Wright, P.E.

Title: President

Date: June 19, 2019

Premier Engineering Corporation

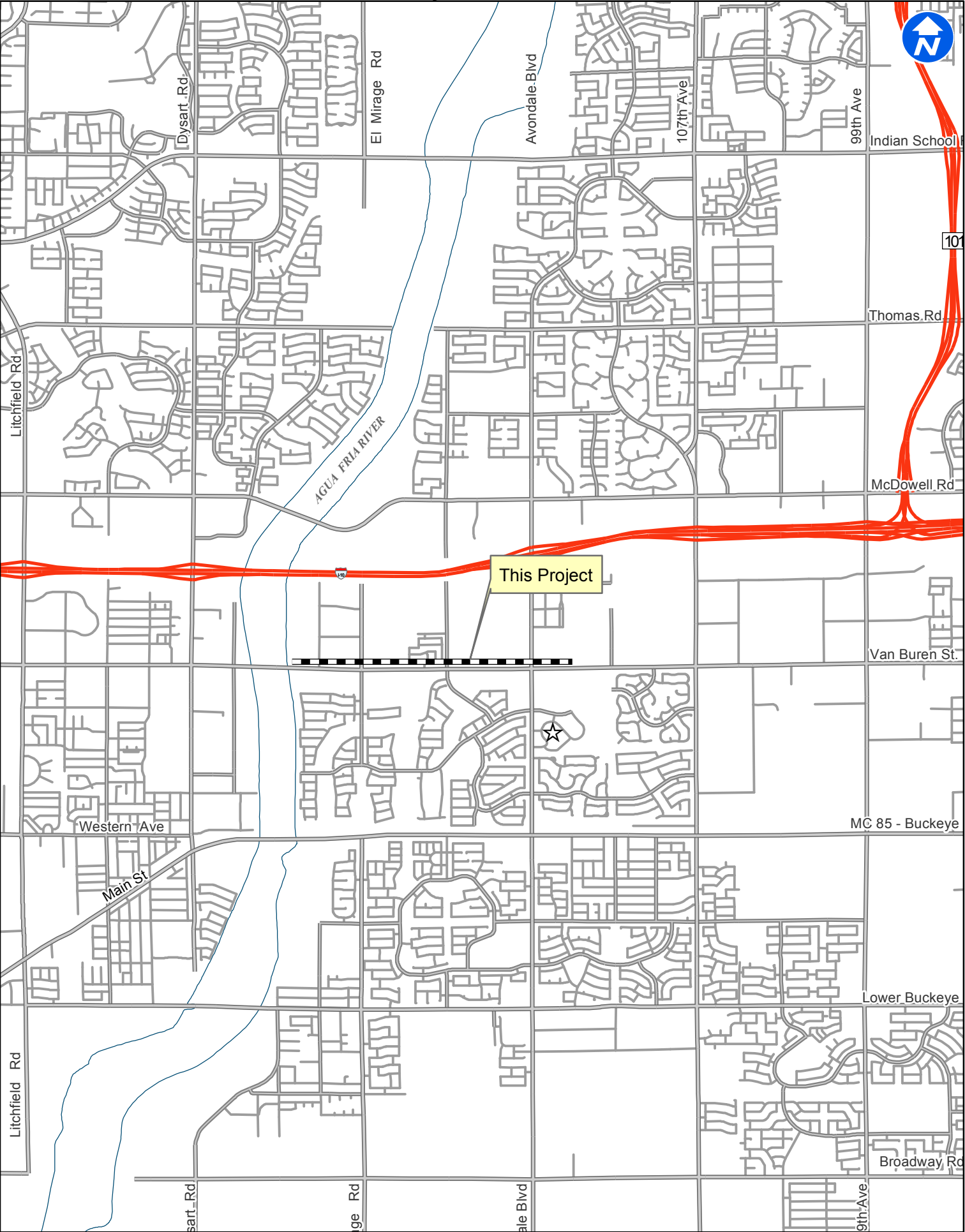
Signature: _____

By: _____

Title: _____

Date: _____

City of Avondale



CITY COUNCIL REPORT

SUBJECT: Resolution 3571-819 - Amendment to Intergovernmental Agreement with the Regional Public Transit Authority

MEETING DATE: 8/12/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 3571-819 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for fiscal year 2020 relating to public transportation services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In 2010, the Maricopa Association of Governments, on behalf of the City of Avondale, conducted a feasibility study and determined that operation of a local circulator would benefit the community. Avondale started the Zoom Neighborhood circulator in July 2011 and has seen continued success and increased ridership since inception. The Zoom North and South Neighborhood Circulators run throughout the City of Avondale, Tolleson and Goodyear and provide connectivity to fixed routes and greater access to Estrella Mountain Community College and other amenities.

The Regional Public Transit Authority (RPTA) is legislatively mandated to implement the transit element of the Regional Transportation Plan developed by MAG, which includes bus operations, bus capital, and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program (TLCP). In addition to Council representation at the board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

As part of the TLCP, seven percent of Proposition 400 is required to be used for ADA Paratransit Service. These funds are used to provide paratransit service in Avondale. The funds are also used to provide regional paratransit trips.

DISCUSSION:

The amended and restated agreement with RPTA outlines the City's costs for operating transportation services.

Zoom Neighborhood Circulator:

Total FY 2020 costs for the Zoom neighborhood circulator service is \$2,641,948. Federal Transit Administration funds and fares in the amount of \$1,365,099 are applied, leaving the City's share at \$1,276,849.

Dial-a-Ride:

Valley Metro operates Avondale's Dial-a-Ride service as well as the Regional Dial-a-Ride service to ensure that ADA certified residents are able to make trips in a safe, comfortable manner by providing a door to door service for eligible residents. Valley Metro estimates making 6,267 Dial-a-Ride trips during FY2020 at a cost of \$332,343. FTA Funds and Fares are anticipated in the amount of \$177,637, Public Transportation Funds (PTF) are anticipated in the amount of \$148,200, leaving Avondale's share at \$6,505.

RideChoice:

RideChoice allows ADA certified riders a non-shared ride option, however, the number of rides permitted each month is capped. The average cost of a RideChoice trip is cheaper to both the rider and the City. Valley Metro anticipates making 4,870 trips during FY20 at a cost of \$125,744. Fares and PTF funds are anticipated in the amount of \$114,610, leaving Avondale's share at \$11,134.

Express Service:

The 562 and 563 Express service runs from the City's transit center to downtown Phoenix and provides four trips into Phoenix and four return trips to the transit center. Total cost for the Express service is \$118,633 which is entirely covered by funds from fares and the TLCP.

Regional Routes:

Routes 3 (Van Buren) and 17 (McDowell) also run through the City of Avondale. The total cost for these routes is \$1,183,246 and that cost is also covered by fares and funds from the TLCP.

STRATEGIC PLAN ALIGNMENT:

Strategic Initiative: Foster Sustainable Community Development

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

BUDGET IMPACT:

The total estimated cost to the City of Avondale for Fiscal Year 2020 for Zoom and Paratransit services combined is \$1,294,488. Funding for these services are available in the Transit Contractual Obligations Fund 215-5113-00-6251.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an amendment to the Intergovernmental Agreement with the Regional Public Transit Authority for amended Fiscal Year 2020 transit services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 3571-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2020 (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 12, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3571-819

[Amendment]

See following pages.

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 106-75-2020

This Amendment dated July 1, 2019, amends the following items of the Transit Services Agreement Contract #106-75-2019 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1 2016, as amended by that certain Amendment dated July 1, 2017, and as amended July 1, 2018 (collectively, the “Agreement”).

The following Sections of the Agreement dated July 1, 2013 are hereby amended to include:

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement RPTA shall provide the following services:

Ride Choice Program (Schedule D) This program is an alternative to Paratransit for eligible customers in participating cities. Eligibility varies by city, some cities authorize use by seniors 65 years of age and over, and all participating cities authorize individuals that are ADA certified by Valley Metro. RideChoice qualified residents of participating communities travel using a variety of transportation providers including Lyft, taxi’s and companies that provide wheelchair-accessible vehicles. The fare is \$3 for up to 8 miles with any additional miles costing \$2 per mile. Customers have a variety of payment options depending on the service delivery provider. Users may take up to 20 trips per month, however, if a customer needs more trips for work, school or medical appointments they are eligible for an additional 30 trips. Each participating community subsidizes the cost minus fares for its residents.

SECTION 3. RPTA'S OBLIGATIONS:

3.1 With respect to the services provided hereunder, RPTA, shall:

- a. Negotiate and coordinate the implementation of operating agreements;
- b. Provide Fixed Route Bus, Dial-a-Ride/Paratransit brokerage services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement; RPTA shall provide performance oversight to ensure contractors are fully compliant with contract provisions and performance requirements;
- c. Provide regional marketing and merchandising of regional services in coordination with Member's local marketing and merchandising of local service and projects;
- d. Plan for, prepare changes, and amend service specifications;
- e. Invoice the Member on a monthly basis for service(s) provided to Member;
- f. Determine, set, and amend as necessary the fare structure for services provided by the RPTA or under contract; Collaborate with Member and coordinate the Non ADA Fare Structure for services provided by the RPTA for Dial-a-Ride/Paratransit Services, or under contract;
- g. Convene a Steering Committee, consisting of representatives from the Member, the other participating Members, and the RPTA to coordinate and monitor service, address service and contractual performance issues, and monitor the adopted service budget(s);
- h. Provide professional staff as necessary to partner with the Member to plan for, develop, contract for, monitor, and adjust service;
- i. Provide customer complaint resolution process;
- j. Provide monthly reports by the last day of each month with the previous month's data on ridership, revenue collected, and applicable performance standards;
- k. provide access to its fueling facilities in the event that the member experiences an outage that prevents them from fueling their respective vehicles.

3.2 The RPTA and the Member may conduct service and financial audits, as required, of any Services provided hereunder.

3.3 The RPTA shall provide performance data reports on a monthly basis.

3.4 By the end of February of each year, the RPTA shall provide the Member with a detailed written budget estimate for the provision of transit, including the expected sources and amounts of funding for the next fiscal year. If the Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval of the budget estimate.

3.5 RPTA shall notify Member of a transit related collision, fire, major security incident, or media coverage occurring within Member jurisdiction, RPTA shall notify Member of authenticated operations incidents/accidents within 60 minutes of occurrence.

SECTION 4. MEMBER'S OBLIGATIONS:

4.1 With respect to the services provided hereunder;

- a. If Member desires services in addition to the Services originally approved in this agreement, Member shall provide funding adequate to finance such services over and above funding provided by the RPTA and Member.
- b. In addition to the funding necessary to pay for actual service or costs, reimburse the RPTA within 30 days for its costs monthly to, monitor, manage and generally administer the service.
- c. At Member's election, participate in all meetings, deliberations, and decisions of any Steering Committee for services provided hereunder.
- d. With respect to services provided hereunder, the Member shall provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes;
- e. The Member may purchase and install bus stop signs and associated amenities;
- f. The Member shall provide direction to and partner with the RPTA in the preparation and amendment of service plans and levels (i.e. Frequency, hours, etc.);
- g. Member shall provide access to its fueling facilities in the event that the RPTA experiences an outage that prevents them from fueling their respective vehicles.

4.2 If the parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, the Member shall make the payments required

to be paid under this Agreement on or before July 1 for the new fiscal year and thereafter for a one hundred eighty (180) day period unless the parties agree upon renewal terms prior to the expiration of such one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if the renewal Agreement is not signed, for any reason, the Member shall make payments at the old rate (the previous year's rate) until such time that a renewal Agreement can be fully approved and executed.

4.3 Member does hereby agree to participate in the Valley Metro Program(s) defined in Member's annual agreement.

4.4 Provide a written ninety (90) calendar day notice for major service changes.

4.5 Transit Life Cycle Program: Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "D" Ride Choice Program

The following Schedule is added to the agreement entered into July 1, 2013, as amended.

The attached Schedule D

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2018.

The attached Schedule A replaces and supersedes Schedule A entered into July 1, 2018.

The attached Schedule B replaces and supersedes Schedule B entered into July 1, 2018.

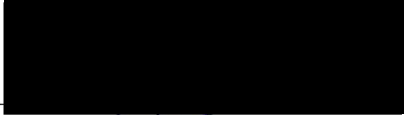
The attached Schedule C replaces and supersedes Schedule C entered into July 1, 2018.

The attached Schedule E replaces and supersedes Schedule E entered into July 1, 2018.

All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: 
Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: 
Michael J. Minnaugh, General Counsel

CITY OF AVONDALE

By: _____
Kenneth Weise, Mayor

By: _____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

By: _____
Michael Wawro, City Attorney

SCHEDULE “A” REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$1,199,913.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Avondale. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY20 Fixed Route Bus Estimate						
RPTA Operated in the City of Avondale						
PTF Funded						
Funding	RPTA					
Level	Route	Annual Miles	Gross Cost	Fares	Op Assist	Net Cost
W	562	9,433	\$73,109	\$0	(\$36,555)	\$36,555
W	563	25,228	195,532	(18,859)	(88,337)	88,337
Grand Total		\$34,661	\$268,641	(\$18,859)	(\$124,891)	\$124,891

FY20 Fixed Route Bus Estimate						
Phoenix Operated in the City of Avondale						
PTF Funded						
Funding	RPTA					
Level	Route	Annual Miles	Gross Cost	Revenue	Net Cost	
W	3	76,442	\$584,896	(\$41,002)	543,894	
W	17	61,251	468,660	(33,157)	435,504	
S	3	7,764	\$59,403	(3,604)	55,799	
S	17	5,806	44,425	(4,600)	39,825	
Grand Total		151,263	\$1,157,385	-\$82,363	\$1,075,022	

**SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS
SERVICE COST ESTIMATE**

For the period July 1, 2019 to June 30, 2020 the City of Avondale will pay the Regional Public Transportation Authority \$1,276,849 for local share of bus service on the Zoom Route in Avondale.

Payments made by the CITY to RPTA for operation of the Zoom Route depicted in Schedule B shall consist of twelve (12) monthly installments of **\$106,404.08** commencing July 1, 2019 and shall become due within thirty (30) days of receiving an invoice from the RPTA.

FY20 Fixed Route Bus Estimate						
RPTA Operated in the City of Avondale						
Avondale Funded						
Funding	Avon					
Level	Route	Annual Miles	Gross Costs	Fares	Op Assist	Net Cost
W	ZOOM S	216,948	\$1,195,634	(\$62,590)	(\$566,522)	\$566,522
W	ZOOM N	139,802	770,470	(6,927)	(382,507)	381,037
S	ZOOM S	35,254	194,291	(7,051)	(93,620)	93,620
S	ZOOM N	22,717	125,199	(788)	(62,205)	62,205
H	ZOOM S	39,322	216,709	(7,864)	(104,629)	104,215
H	ZOOM N	25,339	139,645	(879)	(69,516)	69,250
Grand Total		\$ 479,383	\$ 2,641,948	\$ (86,099)	\$ (1,279,000)	\$ 1,276,849

SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICE

Section 1: Sources of Project Operating Budget

For the period from July 1, 2019 through June 30, 2020, the Member will pay Valley Metro a total of **\$6,505.00** for the provision of ADA mandated paratransit services. This payment will be broken into twelve (12) monthly installments of **\$542.08** which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service. The method for reimbursing the contractor is described in Schedule C, Exhibit 4.

Within 60 days of the close of the fiscal year, Valley Metro will conduct a final reconciliation of the paratransit program to determine the actual number of paratransit trips which are billable to each participating member. Valley Metro will use this analysis to determine which members have overpaid and which have underpaid, based on the actual service provided. In the event that either party owes the other, Valley Metro will either pay the member or invoice the member within 30 calendar days of acceptance of the final reconciliation by both parties. The member has 30 calendar days to pay any invoices pertaining to this program.

Paratransit is a shared ride door-to-door transportation program Avondale trips to and from the Valley Metro Mobility Center. Paratransit is intended to comply with the requirements set forth in the Americans with Disabilities Act of 1990 (ADA) and with additional requirements set forth in the Federal Rehabilitation Act of 1973. In addition, paratransit is intended to meet other requirements established by several member communities for additional services which the program provides on behalf of qualified residents of those member communities.

SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICE Cont.

FY20 Paratransit Service

Funded by City of Avondale

	<u>Paratransit</u>
Trips	
ADA Trips	6,267
Non-ADA Trips	-
<u>Total</u>	<u>6,267</u>
 Cost:	
Contractor Transportation Cost	\$313,924
RPTA Salaries, Fringes & OHD	\$9,001
Contract Contingency	\$9,418
<u>Total Gross Program Cost</u>	<u>\$332,343</u>
 Total Fare Revenue	(\$25,069)
Federal Funding	(\$152,568)
<u>Total Net Program Cost Before PTF</u>	<u>\$154,705</u>
 Cost for ADA Service	\$154,705
Cost for Non-ADA Service	\$0
<u>Net Program Cost</u>	<u>\$154,705</u>
 PTF Balance Available	\$148,200
PTF Applied	\$148,200
 Member City Contributions:	
ADA-Costs	\$6,505
Non-ADA Costs	\$0
<u>Total Member City Contribution</u>	<u>\$6,505</u>

SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICE

ADA Mandated Paratransit Service Overview

Schedule C	
Valley Metro ADA Paratransit Service	
Effective July 1, 2019	
Service Overview	
Service type	Origin to destination, shared-ride service provided with accessible vans and cutaways, accessible minivans, sedans and other non-accessible vehicles
Eligibility	ADA certified, and ADA eligible visitors Non-ADA verified (prior to October 1, 2019), No longer accepting new Non-ADA verifications
Visitors	Visitors who are ADA certified, or who have an obvious disability, or who present documentation demonstrating a disability that indicates the inability to use transit are eligible for ADA paratransit for up to 30 days per 365 days. To register as a visitor, contact Valley Metro Mobility Center at 602.716.2100, eligibility option.
Service Area	Trips that begin and end within the federally mandated ADA paratransit service area. This includes areas that are within 3/4 mile of a transit route or light rail station and any pockets that are surrounded by areas that are within 3/4 mile of a transit route or light rail station and that have been so-designated by Valley Metro. See the ADA paratransit service area map shown in Exhibit 1.
Days of Service	Monday - Sunday Including HOLIDAYS
Hours of Service	5 AM to 10 PM and at other times when transit is available within 3/4 mile of both the origin and destination
Trip Limits	No limit to the number of trips an individual can take as long as the individual is ADA certified and the trips are within the ADA service area and during ADA service hours
Trip Purposes	Any trip, regardless of trip purpose
Fare Structure	
Fares	\$4.00 FOR A ONE WAY TRIP

Fare Media	Cash, Regional, Paratransit, East/Northwest and Phoenix DAR tickets, Phoenix Monthly DAR Pass (Phoenix fare media may only be used by Phoenix residents.)
Passenger Types	
Riders	ADA certified and ADA eligible visitors Non-ADA verified (prior to October 1, 2019), No longer accepting new Non-ADA verifications
Personal Care Attendant (PCA)	ADA certified customer may indicate the need for a PCA, an individual who assists the customer with activities of daily living. Pursuant to ADA requirements, PCA's are not charged a fare.
Companions	A customer may travel with one additional individual (and more on a space available basis). Companions must pay the same fare as the customer.
Children	Customers must be eight years of age or older to travel unaccompanied. Customers may bring children as PCAs or companions. A child who is five or under may travel for free with a fare-paying adult.
Mobility Devices and Disability-Related Equipment	
Service Animals	Service animals are permitted on paratransit. For more information on Valley Metro's service animal policies, visit valleymetro.org/service-animals .
Mobility Devices	VM Paratransit will accommodate mobility devices measuring up to 51 inches in length and 34 inches in width and weighing not more than 800 pounds when occupied.
Oxygen and Other Equipment	Must be able to be safely secured on board the vehicle without blocking safe path-of-travel for riders or the driver.
Reservation Changes and Cancellations	
Reservations Number	602.716.2200
Reservations Hours	Daily 6 AM to 7:00 PM
Reservations Period	1 to 14 days prior to service; no same day trips
Reserving based on Pick-Up Time	If customer requests a specific pick-up time, VM Paratransit will offer a pick-up time that is within one hour of the time requested.

Reserving based on appointment time	If a customer specifies an appointment time, VM Paratransit will offer a pick-up time which should enable the customer to arrive at his/her destination between 0 and 30 minutes before his/her specified appointment time.
Changes	May be made until 7:00 PM on the day before travel.
Cancellations	May be made until 2 hours before the scheduled pick-up time.
Service Delivery	
Expectation for On-Time Pick-Ups	Service is on-time if the vehicle arrives to transport the rider between 0 and 30 minutes after the pick-up time quoted to the passenger when the trip was booked.
Expectation for On-Time Appointments	Service is on-time if the vehicle arrives to drop off the rider between 0 and 30 minutes before the appointment time specified by the rider at the time the trip was booked.
Early Trips	A trip is early if the vehicle arrives before the scheduled pick-up window as communicated to the rider when the trip was booked, whether or not the rider takes the trip.
Late Trips	A trip is late if the vehicle arrives 31 minutes or more after the scheduled pick-up window as communicated to the rider when the trip was booked.
Excessively Late Trips	A trip is excessively late if the vehicle arrives 61 minutes or more after the end of the pickup window scheduled as communicated to the rider when the trip was booked.
Missed Trips	A trip is missed if the trip is later than 30 minutes after the end of pickup window whether or not the customer actually takes the trip and/or if the vehicle fails to arrive.
Pick Up Window	Pick-up window is zero to 30 minutes from the negotiated pick up time provided to the customer.
Boarding Window	A five-minute pick-up window during which the rider is expected to board the vehicle as long as the vehicle arrives on-time as defined herein. If the vehicle arrives early, the pick-up window begins at the scheduled pick-up time as defined herein.
No-Show	A no-show is when the rider fails to board the vehicle within the five-minute boarding window as defined herein. No-shows cannot be charged when the vehicle departs before the start of the pick-up window or when the vehicle arrives late or excessively late.

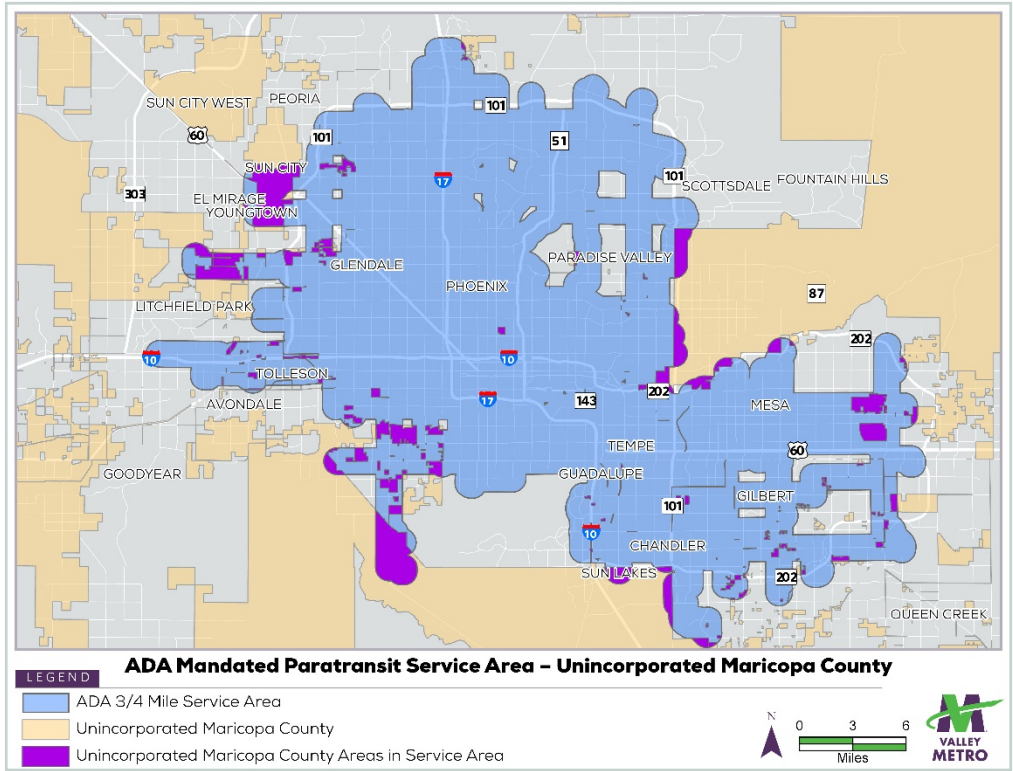
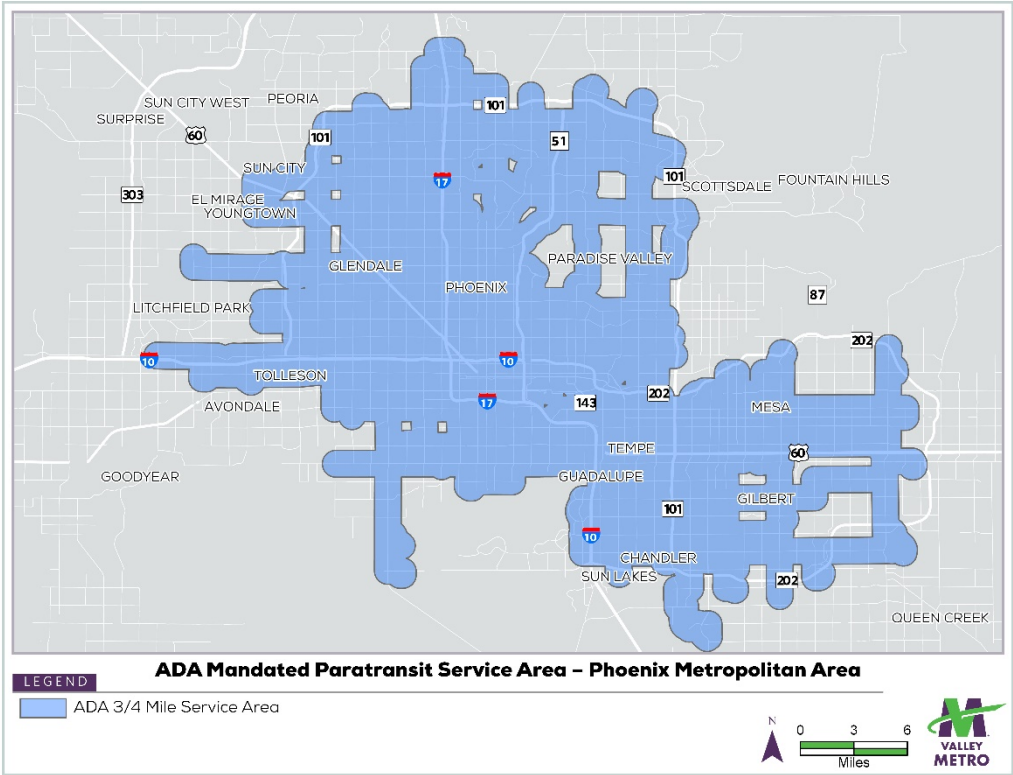
Door-to-Door Service	This is the base level of service, defined as service from the outermost door of a rider's origin to the outermost door of a rider's destination. The driver is not permitted to lose sight of a vehicle when occupied. Drivers are not required to go beyond the outermost door of a rider's origin or destination, and drivers are not permitted to enter a rider's place of residence.
Hand-to-Hand Service	This is a higher level of service provided for riders who are unable to be left alone safely. A driver must receive the rider from a care giver and accompany the rider from the outermost door of his/her origin to the outermost door of his/her destination and must ensure that a responsible person receives the customer at the rider's destination before departing. Valley metro will identify riders who must be provided hand-to-hand service.
Driver Assistance	The driver is expected to provide any of the assistance identified herein as needed/requested: guiding the passenger by the hand/arm, pushing the rider's mobility device, carrying small packages, assisting rider on and off vehicle, assisting with vehicle seatbelt and securement systems, and collecting the fare. Drivers are not permitted to lift or carry passengers or their children, and drivers are not permitted to enter a rider's place of residence.
Use of the Lift/Ramp	Any rider is permitted to use the vehicle lift/ramp upon request.
Seatbelts and Mobility Device Securement	All riders must wear seatbelts, and all mobility devices must be secured. VM Paratransit will not transport a rider who is not wearing a seatbelt or mobility devices that are not secured.
Children	A child may travel with the rider. The rider is responsible for ensuring that his/her accompanying child(ren) is/are transported in an approved child safety seat when required to do so by law. The rider is responsible for bringing his/her own child safety seat. VM Paratransit drivers are trained to assist with the securement of child safety seats, but drivers may not lift or carry children.
Pets	A pet, who is completely secured in a closed pet carrier, may be transported as long as the rider has notified the provider in advance and as long as the pet carrier fits on the rider's lap or at the rider's feet, without blocking the path-of-travel for riders or the driver.
Packages	Riders are subject to Valley Metro's approved package policy available in the Valley Metro ADA Paratransit Ride Guide. Drivers will assist with carrying small packages, weighing not more than fifty pounds in total.

Ride Time	VM Paratransit is a shared-ride service. Accordingly, a ride may take as long as a comparable trip would take on public transit.
Provider and Contract Information	
Provider	Contracted service - Prime contractor The Prime contractor manages service, accepts reservations, schedules trips, provides a portion of service and utilizes subcontractors who provide the rest. Prime contractor provides facility, fleet and employees. VM provides some technology and pays for fuel.
Provider Rate Structure	Contractor is reimbursed as follows: 1) Monthly fixed fee; 2) set price per trip provided by contractor; 3) actual cost of trips provided by subcontractors; 4) passenger fares collected by contractor and retained as partial payment; and 5) adjustments up or down for performance-based incentives and liquidated damages. Fixed fees and per-trip rates as set forth in the contract are provided in Exhibit 2.
Performance Standards	Included in Exhibit 3.
Contract Term	Five-year base; 1 three-year option and one two-year option.

The following Exhibits are hereto attached to Schedule “C”.

- Exhibit 1: Maps
- Exhibit 2: Contract Rate Sheet
- Exhibit 3: Contract Based Performance Standards
- Exhibit 4: Payments

SCHEDULE C – Exhibit 1 – Maps



SCHEDULE C – Exhibit 2 – Contract Rate Sheet

Paratransit Contract Rates				
Contract Year	Beginning	Ending	Annual Fixed Fee	Billable Cost per Transdev Trip
1	7/1/2017	6/30/2018	\$ 4,865,269	\$29.92
2	7/1/2018	6/30/2019	\$ 5,227,885	\$30.67
3	7/1/2019	6/30/2020	\$ 5,389,333	\$31.09
4	7/1/2020	6/30/2021	\$ 5,544,771	\$29.82
5	7/1/2021	6/30/2022	\$ 5,693,367	\$30.95
6	7/1/2022	6/30/2023	\$ 5,393,190	\$29.84
7	7/1/2023	6/30/2024	\$ 5,711,807	\$30.86
8	7/1/2024	6/30/2025	\$ 5,890,225	\$31.91
9	7/1/2025	6/30/2026	\$ 6,070,573	\$32.99
10	7/1/2026	6/30/2027	\$ 6,258,875	\$34.11

SCHEDULE C – Exhibit 3 – Contract Based Performance Standards

Valley Metro Paratransit

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
PICK UP-ON TIME PERFORMANCE									
% of PICKUPS that arrive between 0 and 30 minutes after the scheduled pick up time	94.0% - 95.9%	98.0% - 100%	96.0% - 97.9%	94.0% - 95.9%	92.0% - 93.9%	<91.9%			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
DROP OFFS-ON TIME PERFORMANCE									
% of DROP OFFS that arrive between 0 and 30 minutes BEFORE the appointment time	94.0% - 95.9%	98.0% - 100%	96.0% - 97.9%	94.0% - 95.9%	92.0% - 93.9%	<91.9			
Indicator Value	% of Total Contract Revenues	1.0%	0.5%	0.0%	-0.5%	-1.0%			
ACCIDENT FREQUENCY									
Accidents per 100,000 miles operated	1.0 - 1.49	0 - 0.49	0.50 - 0.99	1.0 - 1.49	1.50 - 1.99	2 or more			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
Customer Service/COMPLAINTS									
Valid Complaints/1,000 Customer trips	2.0-2.99	0 - 0.99	1.0 - 1.99	2.0 - 2.99	3.0 - 3.99	4.00 or more			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
Timeliness of Response to Complaints									
Complaints in CAS from VM have five business days to research, resolve & respond; Complaints from member cities have three business days to research, resolve & respond through VM	Complaints resolved and closed on time								

SCHEDULE C – Exhibit 3 – Contract Based Performance Standards Cont.

Valley Metro Paratransit

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
Indicator Value	Amount of Disincentive	\$50 per day for late response							
ROAD CALLS									
# of miles between Road Calls	12,000 to 17,999 miles	24,000 miles or more	18,000 to 23,999 miles	12,000 to 17,999 miles	6,000 to 11,999 miles	5,999 or fewer miles			
Indicator Value	% of Total Contract Revenues	1.0%	0.50%	0.0%	-0.50%	-1.0%			
Timeliness of PMI's for Dedicated Vehicles									
100% of PMI's conducted within 10% of the number of miles recommended by the OEM	95% of PMI's conducted within 10% of miles per OEM guidelines			95%	Less than 95%				
Indicator Value	% of Total Contract Revenues			0.0%	-0.5%				
Adherence to Vehicle and Driver Standards									
Valley Metro observation that a vehicle is not in compliance with the vehicle specifications and/or driver does not meet uniform, appearance or service standards.	Monthly Observations								
Indicator Value	Amount of Disincentive	\$50 per occurrence of non-compliance							
Excessive Trip Lengths									
% of trips exceeding ride time standard	Less than 1% of Trips Exceed Ride Time Standard			Less than 1% of Trips Exceed Ride Time	1% or More Trips Exceed Ride Times				

SCHEDULE C – Exhibit 3 – Contract Based Performance Standards Cont.

Valley Metro Paratransit

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
Indicator Value	% of Total Contract Revenues			0.0%	-0.5%				
Missed Trips									
Vehicle arrives before the start of the pick-up window or after the close of the pick-up window, and the customer declines the trip or when the vehicle arrives more than thirty minutes after the close of the pick-up window—whether or not the customer chooses to take the trip	Less than 1% of Trips are Missed			Less than 1% of Trips are Missed	1% or More Trips Are Missed				
Indicator Value	% of Total Contract Revenues			0.0%	-0.5%				
Timeliness of Data and Reports									
Monthly invoice, reports and supporting documentation received by tenth business day of the month for the previous month. \$50 for every day late	Reports and the monthly invoice are submitted on time								
Indicator Value	Amount of Disincentive	\$50 per day that reports are submitted late							
ADA Trip Denials									
Denying a request due to capacity constraints; offering a pickup time that is more than one hour before or after a requested pickup time; offering a return pickup time which is earlier than the time a rider has indicated they can leave a location	No trip denials for ADA Service								
Indicator Value	Amount of Disincentive	\$250 per ADA denial							
Major System Failures									

SCHEDULE C – Exhibit 3 – Contract Based Performance Standards Cont.

Valley Metro Paratransit

FY '19 INCENTIVES/LIQUIDATED DAMAGES

DATE:

	STANDARD	A-Level	B-Level	C-Level	D-Level	F-Level	Results	Grade	Increase or (Decrease)
Failure of telephone system, paratransit scheduling software and dispatch systems or any failure that interrupts or delays service	No system failures without redundant procedures in place and working within 15 minutes								
Indicator Value	Level 1	Amount of Disincentive	Failure between 15 minutes and 4 hours	\$1,000					
Indicator Value	Level 2	Amount of Disincentive	More than 4 hours but less than 24 hours	\$2,000					
Indicator Value	Level 3	Amount of Disincentive	More than 24 hours	\$2,000 per day					

Schedule C – Exhibit 4 – Payments to Provider

Exhibit A “Payment Schedule” of Valley Metro’s paratransit provider contract outlines the method of reimbursement which will be used for these services:

- **Fixed Fee** – The RPTA’s contracted paratransit contractor will bill the agency a monthly fixed fee which will be allocated to each member based on its budgeted share of total paratransit trips to be provided.
- **Per-Trip Charges** – The RPTA’s paratransit contractor will bill the agency a set amount for each paratransit trip to be provided. Each member will be billed for each trip provided to its residents as well as for its share of trips provided to visitors as defined within the ADA. The member’s share for visitor per-trip costs will be equal to its share of the paratransit contractor’s fixed fee.
- **Fuel** – The RPTA’s paratransit contractor will be reimbursed for fuel used by dedicated vehicles on a pass-through basis with no mark-up. These fuel reimbursements are further limited to the average price for fuel in the Phoenix metropolitan area as well as to the expected level of fuel consumption as specified by each vehicle’s Original Equipment Manufacturer (OEM). Each member’s share of reimbursable fuel costs is equal to its share of the paratransit contractor’s fixed fee.
- **Performance-Related Incentives and Liquidated Damages** – The RPTA’s paratransit contractor will be eligible to receive incentives for exceptional performance, and to be assessed liquidated damages for poor service. The RPTA will bill each member agency its share of incentives, and the RPTA will credit each member for its share of liquidated damages. Each member agency’s share of billed incentives and credited liquidated damages will be equal to its share of the paratransit contractor’s monthly fixed fee.
- **RPTA Overhead** – the RPTA will bill each member agency a portion of the overhead required for the RPTA to oversee, manage and report on these services. Each member’s share of RPTA overhead will be equal to the member’s share of the paratransit contractor’s fixed fee.
- **Passenger Fares** – The paratransit contractor will collect a fare from each rider in accordance with the paratransit fare structure established by the RPTA and/or as agreed to between the RPTA and the member. The paratransit contractor will retain fares paid in cash as partial payment for the service provided, and the member will be credited for these fares. Each member will be credited those cash fares collected from those riders whose service is attributed to that member.

SCHEDULE “D” – RIDE CHOICE

The City of Avondale agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2019-2020. The City of Avondale shall fund this project in the amount of **\$11,134.00** for the period July 1, 2019 to June 30, 2020. The City of Avondale will pay the RPTA for the project in twelve (12) monthly installments of **\$927.83**. Payment of invoices shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA.

FY20 RideChoice Service Funded by City of Avondale

	<u>RideChoice</u>
Trips:	
Ride Choice Trips	4,870
<u>Total Trips</u>	<u>4,870</u>
Cost:	
Contractor Transportation Cost	109,916
RPTA Salaries, Fringes & OHD	\$15,828
Contract Contingency	\$0
<u>Total Gross Program Cost</u>	<u>\$125,744</u>
Total Fare Revenue	(\$14,610)
Other funding	\$0
<u>Total Net Program Cost before PTF</u>	<u>\$111,134</u>
TLCP fund balance transfer	\$100,000
Member City Contributions:	
RideChoice Costs	\$111,134
<u>Total Member City Contribution</u>	<u>\$11,134</u>

SCHEDULE “D” – RIDECHOICE SERVICE OVERVIEW

Valley Metro RideChoice Overview	
Effective July 1, 2019	
Service Overview	
Service type	Subsidized curb-to-curb transportation
Eligibility	Eligible residents of Avondale, and must be ADA certified
Visitors	Not eligible. Rider must be resident of participating community.
Service Area	Trips must begin within Avondale.
Days of Service	365 days per year
Hours of Service	24 hours per day
Trip Limits	Base level is 20 trips per month. If a rider uses RideChoice to get to work, school or medical appointments, rider may request an increase to 50 trips per month. Unused trips do not roll over.
Trip Purposes	Any trip, regardless of trip purpose
Fare Structure	
Fares	\$3 for up to eight-mile trip. \$2 per mile beginning after the eighth mile.
Fare Media	Credit/debit cards, some reloadable cash cards, and cash (some providers)
Passenger Types	
Riders	Riders are required to be ADA Certified
Personal Care Attendant (PCA)	Permitted

Companions	Customer may travel with up to three additional companions, including the PCA.
Children	Customers must be eight years of age or older to travel unaccompanied. Customers may bring children as PCAs or companions.
Mobility Devices and Disability-Related Equipment	
Service Animals	Service animals are permitted on RideChoice. For more information on Valley Metro's service animal policies, visit valleymetro.org/service-animals .
Mobility Devices	RideChoice will accommodate mobility devices measuring up to 51 inches in length and 34 inches in width and weighing not more than 800 pounds when occupied. Some providers may only be able to accommodate folding manual wheelchairs.
Oxygen and Other Equipment	Must be able to be safely secured on board the vehicle.
Reservations, Changes and Cancellations	
Reservations Number	602.716.2111
Reservations Hours	24 hours per day
Reservations Period	On an immediate basis or up to 14 days prior to travel. Riders requiring wheelchair-accessible service are encouraged to call on the day before service is needed.
Changes	May be made at any time. Providers may not be able to accommodate last-minute changes.
Cancellations	May be made at any time.

Service Delivery	
Vehicle Response Times	In urbanized areas, vehicle wait times should be 30 minutes or less. In outlying communities and unincorporated areas of Maricopa County and during late night and early morning hours, wait times may exceed one hour.
Early Trips	Applies to pre-scheduled trips only. If a vehicle arrives 31 or more minutes before the scheduled pick-up time, the vehicle is early. A rider is not required to take an early trip. There are no early pick-ups for immediate pick-ups.
Late Trips	Applies to pre-scheduled trips only. A trip is late if the vehicle arrives 31 minutes or more after the request for an immediate pick-up or the scheduled pick-up time for a pre-scheduled trip. A rider is not required to take a late trip.
Missed Trips	A trip is missed if the vehicle fails to arrive within 2 hours of an immediate request or of the scheduled time for pre-scheduled trips.
Boarding Window	The driver will wait for five minutes. If the rider fails to board within that time, the driver may leave, and the rider will be charged with a no-show.
No-Show	A no-show is when the rider fails to board the vehicle within the five-minute boarding window as defined herein. No-shows will not be charged when the vehicle is early or late.
Curb-to-Curb Service	This is the base level of service, defined as service from the nearest safe parking area near the rider's origin to the nearest safe parking area near the rider's destination. This could be a driveway, a parking lot, or the curbside adjacent to the rider's pick-up or drop-off address. Some drivers may choose to provide a higher level of service, but it is not required.

Driver Assistance	Upon request, the driver may (but are not required to) provide any of the assistance identified herein: pushing the rider's mobility device, carrying small packages, assisting rider on and off vehicle, assisting with vehicle seatbelt and securement systems, and collecting the fare. Drivers are not permitted to lift or carry passengers or their children, and drivers are not permitted to enter a rider's place of residence.
Seatbelts and Mobility Device Securement	Riders are strongly encouraged to use seatbelts and mobility device securement systems.
Children	Riders are responsible for ensuring that accompanying children are transported in approved child safety seats when required to do so by law. The rider is responsible for bringing his/her own child safety seat.
Pets	The transport of pets is at the driver's discretion.
Packages	Customers are subject to the package policies of individual RideChoice providers. Most vehicles have trunks and/or cargo storage areas which will accommodate items such as groceries, luggage and other small items.
Provider and Contract Information	
Provider	Contracted service - Prime contractor is American Logistics. ALC manages service, accepts reservations, schedules trips, and utilizes subcontractors who provide the trips. Subcontractors include TNC's such as Lyft, several local taxicab companies and several other non-emergency medical transportation providers.
Provider Rate Structure	Contractor is reimbursed on the basis of a fixed booking fee per-trip and a transportation fee that is equal to the actual provider cost for the trip, less any collected passenger fares.
Performance Standards	Included in Exhibit 3
Contract Term	Three-year base with two one-year options

SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2019 to June 30, 2020 the maximum amount of Public Transportation Funds (PTF) available for the City of Avondale is **\$148,200.00**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses, and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$148,200.00**

CITY COUNCIL REPORT

SUBJECT: Resolution 3572-819 - Grant from the Gila River Indian Community to Purchase a Water Tender Fire Apparatus

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Larry Rooney, Interim Fire Chief, (623) 333-6101

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

PURPOSE:

City Council will consider a request to adopt Resolution 3572-819 acknowledging willingness to accept and use grant funds in the amount of \$286,300 accordingly from the Gila River Indian Community for purchase of a Water Tender Fire Apparatus for the Avondale Fire and Medical Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale Fire and Medical Department applied for a grant from the Gila River Indian Community for \$286,300 in order to purchase a Water Tender Fire Apparatus to supplement its fire department fleet in combating wildland brush fires and to provide additional water supply in areas of Avondale where fire hydrants are scarce or non-existent.

DISCUSSION:

Receiving this grant from Gila River Indian Community to purchase the Water Tender Fire Apparatus will enhance the department's firefighting capabilities. It will transport two thousand gallons of water to provide support in firefighting efforts to fire scenes. Avondale having its own Water Tender Fire Apparatus will ensure uninterrupted water supplies to fire units on the scene. It can also be used in fighting structure fires where fire hydrants are few and far between or do not exist at all.

BUDGET IMPACT:

The \$286,300 grant will be used for the purchase of the Water Tender Fire Apparatus. The on-going costs to operate and maintain the apparatus and the cost to eventually replace the vehicle will be split between the General Fund and the Wildland Fire Deployment Fund. Expenses in the Wildland Fire Deployment Fund will be reimbursable. Staff projects the operating and maintenance cost at approximately \$10,000 annually and the funding needed to replace the vehicle in 10 years at approximately \$38,000 annually.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve the attached Council Resolution to accept the grant from the Gila River Indian Community in the amount of \$286,300 for the Avondale Fire and Medical Department to purchase a Water Tender Fire Apparatus.

RESOLUTION NO. 3572-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING A GRANT AWARD FROM THE GILA RIVER INDIAN COMMUNITY FOR THE PURCHASE OF A WATER TENDER AND AUTHORIZING THE EXECUTION OF THE RESULTING GRANT AGREEMENT AND ANY RELATED DOCUMENTS.

WHEREAS, the Gila River Indian Community (the “Community”) accepted proposals for funding from state and local agencies for projects in the 2019 grant cycle; and

WHEREAS, the City of Avondale, Arizona (the “City”), submitted a grant application requesting funds for the purchase of a water tender to be operated by the Avondale Fire and Medical Department for firefight operations; and

WHEREAS, the Community has awarded the City a grant in the amount of \$286,300; and

WHEREAS, the City Council desires to accept the award of the grant to the City, and authorize the execution of the resulting grant agreement and any related documents.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, as follows:

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

Section 2. The City Council hereby authorizes the acceptance of the grant award in the amount of \$286,300 for a water tender as described in the grant application attached hereto as Exhibit A and incorporated herein by reference (the “Grant Application”).

Section 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit any other necessary or desirable instruments in connection with the Grant Application and grant award 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,
August 12, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3572-819

[Grant Application]

See following pages.



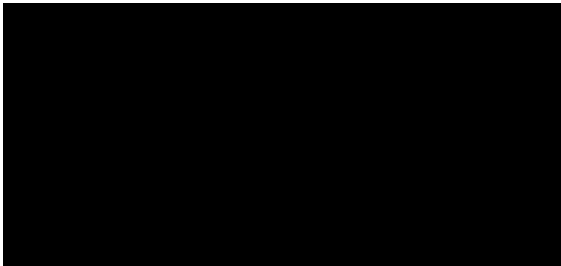
March 23, 2019

RE: 2019 Gila River Indian Community Grant Application

To Whom It May Concern;

It is with great pleasure that the City of Avondale and the Avondale Fire & Medical Department humbly submits our application for grant funding support during the Gila River Indian Community Grant Cycle for 2019. This project's overarching goal is to fill a fire fighting resource gap that exists in the southwest portion of the valley, including the Gila River Indian Community. By combining the financial resources from the Gila River Indian Community and the human resources from the City of Avondale, we believe that a mobile water source (water tender/water tanker) would reduce response times and enhance firefighting capabilities in areas that lack a dedicated fire hydrant supply.

Thank you very much for this opportunity. We hope we will be able to share the future success of this program with the Community.



Paul Adams
Fire Chief
Avondale Fire & Medical
padams@avondaleaz.gov
623-333-6100



FIRE & MEDICAL
1825 N. 107th Avenue. | Avondale, AZ 85392
Phone: (623) 333-6000 | Fax: (623) 333-0600 | TDD: (623) 333-0010 | www.avondale.org



Gila River Indian Community Grant Application Grant Cycle 2019

Cover Sheet

Municipality Information		
1. Date of Application: 3/20/2019 (NOTE: Click or use up/down arrow keys to move among fields)		
2. Name of City, Town or County: City of Avondale		
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Mayor Kenn Weise		
4. Mailing Address: 11465 W Civic Center Drive		
5. City: Avondale	State: Arizona	Zip Code: 85323
6. Acknowledgement of Submission by Authorized Municipality Representative: Typed Name/Title: Steven Montague, Assistant Finance and Budget Director Email Address: smontague@avondaleaz.gov Signature: [REDACTED]		
Applicant Information		
7. Department/Organization Name: Avondale Fire & Medical Department		
8. Is this a 501c non-profit Organization? ☒ No ☐ Yes If yes, attach IRS Determination Letter		
9. Application Contact Person: Aaron Glass Title: Division Chief		
10. Phone Number: 623-333-6249		
11. Mailing Address: 1825 N. 107 th Avenue		
12. City: Avondale	State: Arizona	Zip Code: 85392
13. Email Address: aglass@avondaleaz.gov Website Address: https://www.avondaleaz.gov/government/departments/fire-medical		
Project Information		
14. Project Name: An Avondale Fire & Medical Water Tender – Fulfilling a Response Obligation Beyond City Borders		
15. Purpose of Grant: The objective of this grant is to acquire a water tender for multipurpose deployment to both local and regional incidents where a portable water supply is needed.		
16. Priority Funding Area	Public Safety	
17. Annual amount requested	\$286,300.00	
18. Number of years that funding is requested	1	
19. Total amount requested (annual amount x number of years)	\$286,300.00	
20. Has your organization received past funding from GRIC? If yes, list each year and amount	Yes; 2005 – \$117,00 for Video Arraignment Equipment 2006 - \$300,000 for AZ Foundation for the Eye Grant (non-profit) 2007 – \$345,000 for teen pregnancy program 2008 - \$65,000 for SWAT vehicle 2012 - \$82,000 for SW Family Advocacy Center	
For Office Use Only:		
Data Entry	Receipt	Evaluation
Outcome ☐ Approval Recommended/Amount \$		☐ Denial



Gila River Indian Community Grant Application Grant Cycle 2019

	2013 - \$78,500 for Wildland Fire Engine Type 3 2013 - \$54,932 for police dispatch position 2018 – \$75,000 for Youth Employment and Small Business Assistance Program
21. Geographic area served	Locally through automatic and mutual aid agreements and regionally through the Cooperative Fire Rate Agreement through the State of Arizona.



Gila River Indian Community Grant Application Grant Cycle 2019

Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe the organization's history, mission and goals.

Avondale Fire & Medical (AFM) was founded by City ordinance in 1947 and has grown from a volunteer department into a professional organization of 77 full-time personnel dedicated to accomplishing its mission of providing the highest level of service, including fire, medical and other life safety services, to those who reside, work or travel through the city of Avondale. In fulfilling its mission, AFM responded to 11,647 calls for service in 2018. In addition to protecting our communities here in the Valley, AFM personnel and equipment deployed to support incident management and firefighting efforts at 22 different wildland fire incidents throughout Arizona and California last year. AFM's vision and goals are to set the standard for safety and customer service, be a model of innovation and professionalism, recognize and embrace diversity, maintain strong ties and involvement in the community, be a leader in the provision of emergency service intervention, and be family-oriented and truly concerned about the needs of each member.

2. If the applying organization is non-municipal or a non-profit 501c, please describe your relationship with Arizona municipalities including past and present support, whether through partnerships, collaborations, in-kind contributions, grants, tax-based funding or other. Describe the supporting municipality's role in this project. If the applying organization is a municipality governmental sub-division please enter the text "Not applicable."

Not applicable

3. Describe the proposed project and your plan to implement.

AFM is humbly requesting financial assistance from the Gila River Indian Community to help improve firefighting effectiveness and protect lives in Avondale and surrounding communities. The purpose of this project is to acquire a mobile water supply fire apparatus (water tender) for approximately \$286,300.00 to better support firefighting activities in areas underserved by fire hydrants, reduce response times for similar apparatus responding from neighboring jurisdictions, and provide a valuable firefighting resource for regional wildland operations when requested.

AFM professionals have progressively recognized the need to bolster the City's limited fire suppression equipment. As host city to Ingenuity Sun Media (ISM) Raceway, a longstanding and popular NASCAR venue



Gila River Indian Community Grant Application Grant Cycle 2019

(formerly Phoenix International Raceway), Avondale hosts two major NASCAR events and several smaller events every year. During race events, the population of Avondale may double as race fans call ISM home for a week. Camping areas around the raceway become packed with RVs and a lack of fire hydrants pose a serious risk should there be a major fire. In an effort to mitigate this risk, AFM relies on borrowed water tenders from other jurisdictions, including the Gila River Fire Department, to provide adequate water supply for firefighting operations in these camping areas, if needed.

The need for a water tender extends beyond the boundaries of ISM Raceway. Within Avondale city limits, there are a considerable amount of areas of unincorporated land that fall under Maricopa County's jurisdiction. These "county islands" have no fire hydrant coverage and are within Rural Metro's response obligation. AFM is regularly dispatched to these areas as part of a mutual aid agreement. Currently, if a water tender from another department within the automatic aid system is dispatched to a fire incident in a county island, crews can expect a 15 to 20-minute response time. In 2019, AFM units responded to 21 such fires within these county islands, most of which a water tender fulfilled a critical role in extinguishing the fire. A significant urban/wildland interface in the southern portion of the city further makes the water tender a critical asset in firefighting efforts. This interface also includes the northwest portion of the Gila River Indian Community where, through mutual aid requests, AFM has responded to nine fires over the last three years. Lastly, persistent drought conditions across the west have exacerbated wildfires primarily in California and the Pacific Northwest. These wildfires have strained local and regional wildland firefighting resources. In 2018, AFM's Wildland Team and Incident Management Team answered the call for assistance at 22 different wildland incidents. Requests for both tactical and support water tenders were made by managing agencies. The apparatus AFM has specified will fulfill both requests. The 2018 Carr fire in California alone had 84 water tenders assigned to it at one point.

The project plan is to acquire a water tender to address all of these needs while making it available to assist jurisdictions well beyond the boundaries of Avondale. Staffing, operational, and training costs will be borne by the City of Avondale. The apparatus would be stationed in the southern portion of the city where the incident types and lack of hydrant coverage require it. The tender would likely be the closest to respond to certain fire incidents within the Gila River Indian Community itself, to which AFM assisted with three fires in 2018. Operational costs for repairs and maintenance would be incorporated into the on going fleet maintenance budget and may be offset, at least in part, by any reimbursements the department would receive should it be deployed for regional firefighting purposes. Since water tenders are currently borrowed



Gila River Indian Community Grant Application Grant Cycle 2019

from neighboring departments when needed, driver/operator training for mobile water supply apparatus is already included as part of the training curriculum for AFM Engineers and Engineer-qualified Firefighters.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

The proposed project satisfies the Gila River Indian Community's priority funding area of Public Safety by enhancing local and regional firefighting capabilities.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

A water tender's primary function is to provide a mobile water supply for firefighting efforts where fire hydrants are in short supply. Adequate fire hydrant coverage is a problem at ISM Raceway, county islands within the city of Avondale and surrounding communities, and in the urban/wildland interface areas that lie within Avondale and other neighboring communities, including the Gila River Indian Community. The possibility of staffing the apparatus and making it available for dispatch within the automatic and mutual aid emergency response systems currently in use throughout Maricopa County may positively impact thousands of residents in multiple communities. The project aims to protect people and property regionally by making the apparatus available for deployment to large incidents all over the west and southwestern United States.

6. List three proposed outcomes for this project to be accomplished during the grant term.

1. Decrease response times for water tenders in southern portions of Avondale, Goodyear, Phoenix, county islands, and the Gila River Indian Community where hydrant availability may be an issue in fighting fires and protecting property.
2. Mitigate fire risk by providing a mobile water supply for fighting fires on ISM property during large, public events while decreasing the reliance on outside jurisdictions to lend AFM such apparatus.
3. Provide for and staff a much needed firefighting resource to communities threatened by wildfire both within Avondale and the region.

7. Define the project as a new or continuing program. Has GRIC previously funded this project?

This is a new project and has not been funded by GRIC previously.

8. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.



Gila River Indian Community Grant Application Grant Cycle 2019

October 2019 – Grant awarded to Avondale Fire & Medical

November 2019 – Initiate contract with apparatus manufacturer to build a 2000-gallon, two-wheel drive, single axle water tender with pump and roll capability that is available through a Government Service Agreement (GSA).

May 2020 – Manufacture of apparatus completed and final delivery scheduled.

June 2020 – Apparatus delivered, preparations to equip it for inclusion into regional Computer Aided Dispatch (CAD) system begins.

August 2020 – Driver/operator training on apparatus completed. Water tender is placed into service and stationed at Fire Station 173 which will be co-staffed with E173.

October 2020 – Water tender is included as regional firefighting asset and available for deployment when requested. Staffing and deployment for out of jurisdiction incidents will be managed by AFM Wildland team.

October 2021 – Report on activity and useage will be forwarded to the Gila River Indian Community.

October 2022 – Proposed Fire Station 175 opens. Water tender is moved to new station to maintain close proximity to areas of need.

These timelines are approximate and very flexible.

9. Identify other organizations, partners or funders participating in the project and their roles.

The City of Avondale is the only organization participating in this project.

10. Would you be able to implement the proposed plan if your organization received partial funding for this project?

The City of Avondale does not currently have any money budgeted for this project.

11. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

Once implemented, the financial sustainability of the project will predominantly involve continued staffing of the apparatus and its ongoing maintenance and repairs. Staffing costs will be absorbed by using on-duty crews to drive and operate the apparatus when dispatched for emergencies. No additional personnel will be hired to specifically fill that role. Ongoing maintenance and repairs will be funded, in part, by government reimbursements paid to the City following deployments to large wildland incidents. Any additional maintenance and repair costs will be absorbed by the City.

***Gila River Indian Community Grant Application
Grant Cycle 2019***

12. Describe your plan to document progress and results.

Progress on program efficacy will be measured based on easily reportable dispatch and deployment data. Regular progress reports can be provided, as requested, that show the number of incidents the water tender was dispatched to, the number of hours on incident, response time compliance, locations outside of Avondale served, training hours logged, and deployments completed.

13. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.

Award Date	Project	Grantor	Award Amount
5/1/2005	Video arraignment equipment	Gila River Indian Community	\$117,000
6/1/2006	AZ Foundation for the Eye Grant (non-profit)	Gila River Indian Community	\$300,000
8/6/2007	Ladder Truck	Ak-Chin Indian Community	\$200,000
10/16/2007	Teen Pregnancy program	Gila River Indian Community	\$345,000
6/15/2008	SWAT Vehicle	Gila River Indian Community	\$65,000
7/28/2009	Project Real	Ft. McDowell Yavapai Nation	\$10,000
9/15/2010	Monument Hill	Tohono O'odham Nation	\$25,000
9/15/2010	Build a City	Tohono O'odham Nation	\$3,000
7/1/2011	Phoenix Children's Hosp. (non-profit)	Tohono O'odham Nation	\$50,000
5/23/2012	SW Advocacy Center Outreach Coord.	Gila River Indian Community	\$82,000
11/20/2012	Police Less Lethal Weapons	Tohono O'odham Nation	\$9,051
5/1/2013	FD Repairs and Upgrades to Live Fire Training Structure	Ft. McDowell Yavapai Nation	\$150,260
10/21/2013	FD Compatible Communications Equipment for ALS Type 3 Engine and Cardiac Monitor	Gila River Indian Community	\$78,500
10/22/2013	Police Part-time Dispatch Employees	Gila River Indian Community	\$54,932
10/4/2018	Youth Employment and Small Business Assistance Program	Gila River Indian Community	\$75,000
11/16/2018	Public Works – Traveling Tap Trailer		\$25,000

[illegible]



Gila River Indian Community Grant Application Grant Cycle 2019

Project Budget

Budget Period: 2019-2020

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other sources	In Kind contributions	Total Budget
1. 2000-gal Water Tender	\$286,300.00	\$0	\$0	\$286,300.00
2. Click here to enter text.	\$0	\$0	\$0	\$0
3. Click here to enter text.	\$0	\$0	\$0	\$0
4. Click here to enter text.	\$0	\$0	\$0	\$0
5. Click here to enter text.	\$0	\$0	\$0	\$0
6. Click here to enter text.	\$0	\$0	\$0	\$0
7. Click here to enter text.	\$0	\$0	\$0	\$0
8. Click here to enter text.	\$0	\$0	\$0	\$0
9. Click here to enter text.	\$0	\$0	\$0	\$0
10. Click here to enter text.	\$0	\$0	\$0	\$0
11. Click here to enter text.	\$0	\$0	\$0	\$0
12. Click here to enter text.	\$0	\$0	\$0	\$0
13. Click here to enter text.	\$0	\$0	\$0	\$0
14. Click here to enter text.	\$0	\$0	\$0	\$0
15. Click here to enter text.	\$0	\$0	\$0	\$0
Total Budget	\$286,300.00	\$0	\$0	\$286,300.00



Gila River Indian Community Grant Application Grant Cycle 2019

Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. Water Tender consists of a 2-door, two-wheel drive, diesel powered, automatic transmission truck with a 500 gallon per minute pump, 2000 gallon water tank, and pump & roll capability. The water tender was specified in a manner which will allow it to fulfill both tactical and support tender functions, if deployed to wildland fire incidents outside of Avondale. The dollar figure provided was derived from a quote for a model that is available from an approved GSA contract and approved manufacturer. The City of Avondale is asking the Gila River Indian Community to fund \$286,300.00 for the project.

2. Click here to enter text.

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14. Click here to enter text.

15. Click here to enter text.

Other explanation: Click here to enter text.



Avondale Fire Department

Aaron Glass

1825 N 107th Ave.
Avondale, AZ 85392

February 13, 2019

Dear Aaron,

It is my pleasure to present pricing for a Commercial Wetside Tanker on an International Chassis. This price includes two inspection trips, training, and delivery. Taxes are not included. Pricing is based on GSO 11045.

- If you choose to utilize HGAC, there will be a \$2000.00 fee.
- 2-door, diesel-powered, auto trans., with 500 gpm pump and 2,000 gallon water tank.
- CHASSIS - International MV607 2 door
- DRIVE TRAIN - Cummins L9 330 HP Engine/Allison 3000 EVS Transmission
- PUMP & TANK: Hale 500 GPM Single Stage Pump with Pump and Roll capability; 2,000 Gallon Poly Water Tank
- BODY 159" LE Wetside Tanker Body

DIMENSIONS:

- 334" Overall Length
- 203" Wheelbase
- 106" Overall Height

The price for this truck is \$264,000. This price includes to inspection trips for two department personnel. Taxes will be an additional \$22,300.00.

Prepayment discounts are available.

Again, thank you for the opportunity to price this project for you. Please feel free to contact me for any questions or clarifications.

Autumn Heyer

Fire Apparatus Sales



(480) 290-3755
ahey@he-equipment.com

CITY COUNCIL REPORT

SUBJECT: Resolution 3573-819 - Commercial and Industrial Design Manual (Application PL-19-0074)

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

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

PURPOSE:

City Council will consider a request to adopt Resolution 3573-819 approving application PL-19-0074, the Commercial and Industrial Design Manual. The Council will take appropriate action.

BACKGROUND:

The Commercial and Industrial Design Manual (this "Manual") is intended to refine development design guidelines reflecting local best practices in design standards, new development trends, increased attention to sustainability in the development process, and changes to industry standards as well as to reflect the City's current level of expectation for quality development in Avondale.

The City's Commercial/Industrial/Multi-Family Design Manual was adopted in February 2008 serving as a policy document with guidelines for the City's building architecture and site design expectations. This manual supplements the City's Zoning Ordinance site development standards. With new development coming forth in Avondale, it is an appropriate time to update the Design Manual with new development design expectations in alignment with current building and site design practices.

The proposed design guidelines are divided into two separate manuals; the Commercial and Industrial Design Manual and the Multi-Family Residential Design Manual. The guidelines include criteria from environmental sustainability, such as green building and low impact development, to building design and crime prevention. This Manual went to the June 17, 2019 City Council Work Session. Council provided feedback which included increasing the number of facade treatments for industrial buildings. This item was revised and building design criteria for hotels was added.

PUBLIC PARTICIPATION:

Planning Staff provided a copy of the draft Commercial and Industrial Design Manual to Valley Partnership. They reached out to their contacts; however, no feedback was received. In addition, a copy of the draft Manual has been posted on the City's website on the Development and Engineering Services Department page and on aVOICE. Interested development clientele have also received a copy of the draft Manual.

PLANNING COMMISSION ACTION:

Planning Commission acted on this Manual at their July 18, 2019 meeting. Commission recommend approval with a vote of 5 to 0. Commission commented they were pleased with this Manual and support the proposed update.

DISCUSSION:

This Manual is intended to promote physical activity and health in the design of Commercial and Industrial projects. The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance between the needs of the commercial and industrial industry, the employer, employee, City, consumer, and the resident. The Commercial and Industrial Design Manual seeks to provide project designers the City's expectations for commercial and industrial development.

STRATEGIC PLAN:

Avondale's Strategic Plan outlines the desire to foster sustainable community development that creates a sense of place for residents and local businesses that are unified by pride and common values. This Manual provides a framework so that commercial and industrial developments offer a variety of diverse and attractive building architecture, site design, and functionality; encouraging uniquely designed developments throughout the City; eliminating redundancy by encouraging a variety of architectural styles and site design elements; and promote architectural variety and diversity with contextualism for mass, scale, and material. In addition, design criteria includes providing shaded areas and a pedestrian-oriented environment.

This Manual furthers the goals and policies in the City's General Plan 2030 and Strategic Plan. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. The Manual encourages environmentally-sensitive green building and site design. Compliance with the Manual is required and will be evaluated during the entitlement and design review process.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends City Council **ADOPT** the Resolution approving Application PL-19-0074, the Commercial and Industrial Design Manual.

PROPOSED MOTION:

I move that City Council **ADOPT** the Resolution approving Application PL-19-0074, the Commercial and Industrial Design Manual.

RESOLUTION NO. 3573-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ADOPTING THE COMMERICAL AND INDUSTRIAL DESIGN
MANUAL.

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

SECTION 1. The Commercial and Industrial Design Manual, Amended and Restated August 12, 2019, is hereby adopted in substantially the form 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 carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
August 12, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3573-819

[Commercial and Industrial Design Manual, Amended and Restated August 12, 2019]

See following pages.



COMMERCIAL and INDUSTRIAL DESIGN MANUAL

DRAFT | 7/08/2019



Avondale
Aspiring. Achieving. Accelerating.

Promoting Physical Activity and Health in Design

INSIDE FRONT COVER

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RESOLUTION NO. 3573-819

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE COMMERCIAL AND INDUSTRIAL DESIGN MANUAL.

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

SECTION 1. The Commercial and Industrial Design Manual, Amended and Restated August 12, 2019, is hereby adopted in substantially the form 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 carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 12, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney



Introduction

The Commercial and Industrial Design Manual is intended to promote physical activity and health in the design of development projects. The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance between the needs of the commercial and industrial industry, the employer, employee, City, consumer, and the resident. The Commercial and Industrial Design Manual (this “Manual”) seeks to provide project designers the City’s expectations for commercial and industrial development.

Purpose and Intent

This Manual is designed to further the goals and policies in the City of Avondale’s General Plan 2030 and Strategic Plan. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. Avondale’s Strategic Plan outlines the desire to foster sustainable community development that creates a sense of place for residents and local businesses that are unified by pride and common values. Compliance with the Manual is required and will be evaluated during the entitlement and design review process.

Serving in conjunction with the General Plan, Strategic Plan, Zoning Ordinance, Subdivision Regulations, and General Engineering Requirements, this Manual was prepared to promote and create a sense of community, livability, and unique identity for the residents of Avondale. The intent of this Manual is to provide a set of specific criteria that will achieve the City’s design expectations by:

- ▶ Providing a framework so that commercial and industrial developments offer a variety of diverse and attractive building architecture, site design, and functionality.
 - Encouraging uniquely designed developments throughout the City.
 - Eliminating redundancy by encouraging a variety of architectural styles and site design elements.
 - Promote architectural variety and diversity with contextualism for mass, scale, and material.
- ▶ Providing an innovative commercial or industrial site layout that creates walkable, safe, pedestrian-friendly, and sustainable commercial centers, industrial and business park developments with usable amenities, open space, and sustainable features.
- ▶ Ensuring streets follow the City’s hierarchy of classifications and are designed to conform to the City’s General Engineering Requirements, maintaining arterial and collector grid systems that are designed to meet the half-mile and one-mile spacing standards.
- ▶ Master planning phased projects so that circulation and other on-site considerations can be addressed such as grading and drainage, parking, building arrangement, and landscape.

Discretionary Decision Making

City staff will review all site and building design review applications to determine conformance with this Manual, the Zoning Ordinance, and any other applicable City development code requirements. Every project is unique and requires some decisions to be made on a case-by-case basis. While some provisions of this Manual include quantitative standards, most require qualitative interpretation. The Zoning Administrator has the latitude to interpret this Manual and to permit flexibility so long as proposed projects meet the intent of this Manual.



DESIGN REVIEW

An applicant who desires to change only a portion of their existing building should comply with all design guidelines related to the portion changed. If proposed modifications affect more than fifty (50) percent of any facade visible to public parking areas or public right-of-way, or City staff determines that the proposed changes are significant, the project will be evaluated to determine if all items discussed in this Manual have been considered.

All the following will require a submittal of a site plan and design review application:

- Exterior building alterations, including paint color changes
- Changes to landscape design, except for dead plant replacement
- Installation of new or changes to existing site or building lighting
- Re-configuration or modifications of parking and circulation areas
- New fences and walls
- Changes to a site's grading and drainage

Appeals

An appeal of the City's Development Review Committee's design review decision may be submitted to the Planning Division within fifteen (15) business days of the Committee's decision and accompanied by a nonrefundable application fee. Upon written request of the applicant, the Zoning Administrator shall schedule the appeal hearing for a regularly scheduled Planning Commission meeting. The Planning Commission shall review the site plan and design review application and decide as to whether the required findings have been met and approve, approve with stipulations, or deny the appeal. A majority vote of the Planning Commission is necessary to make a finding on the appeal.



SUSTAINABLE AND HEALTHY DESIGN

The City of Avondale has a commitment to protecting the environment, improving the quality of life, and promoting sustainability. Through the City's General Plan 2030 and the Strategic Plan, sustainable development is a priority as well as promoting physical activity and health through design. Conventional design and construction methods produce buildings that can negatively impact the environment as well as occupant health and productivity. These buildings are expensive to operate and contribute to excessive resource consumption, waste generation, and pollution. Architects and designers can help to significantly improve the health and well-being of the City of Avondale's population through design. Avondale encourages environmentally sensitive green building and site design.



The City promotes the following criteria designed to encourage the development of "green" buildings without forcing excessive costs or other burdens upon developers, building owners, or occupants. It is recommended that all projects utilize energy-efficient components and building materials to conserve energy, promote sustainability, and meet the goals and objectives of the City's Strategic Plan and General Plan 2030.

All new developments need to be designed in accordance with the City's Street Tree Master Plan and need to provide full canopy coverage over walkways.

All businesses that are registered with the City as a Certified Green Business will receive expedited review.



Green Building Strategies

Most of the location, orientation, and massing decisions made in the early stages of design have a profound effect on the energy and environmental impacts of buildings. This is particularly the case for solar-responsive, daylighting, and natural cooling design where early decisions establish the potential for passive renewable energy use. Other environmental strategies such as stormwater management are also greatly influenced by site planning.

Daylight, Views, and Natural Cooling

Examples of design elements to include that encourage passive renewable energy use are as follows:

- ▶ Floor plan depth is the most important single consideration that affects the potential for daylighting, exterior views, and natural ventilation. Floor plans with relatively narrow wings, such as I-, H-, U-, or T-shaped plans ensure that most interior spaces have good access to natural light and winds. Courtyards and atriums can also be used to bring light and air to surrounding narrow spaces.
- ▶ Incorporate light shelves, prismatic glazing, and other reflective systems to redirect daylight and extend naturally lit interior space to 30 to 35 feet deep.
- ▶ Bring outdoor air into one side of a space and exhausting it on an adjacent or opposite side for narrow floor plans to increase the potential for effective cross-ventilation and achieve a well-designed natural cooling strategy.



Solar

Where site conditions permit, provide landscaping or other shade structures to reduce the amount of sun on the building as an effective method of solar control.

Locate buildings toward the southwest, south, or west sides of a site to provide shade for lower floors from neighboring buildings.

Orient buildings so that the short wall, narrowest portion of the building, faces west or southwest for the least solar gain in the summer.

Place vertical space used for circulation and services such as staircases, elevators, electrical cables, water pipes, and risers at the southwest or west ends to buffer interior spaces from afternoon solar gain.

Consider solar generation products designed to be incorporated into wall and roof assemblies such as “solar shingles”, panels designed to integrate into curtain walls, and etching techniques designed to be used as sunshades.



LOW IMPACT DEVELOPMENT

Low Impact Development (LID) is an approach to land development or redevelopment that works with nature to manage stormwater as close to its source as possible. LID looks at stormwater as a resource rather than a waste product and employs strategies such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements to create functional and appealing site drainage. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.



GI/LID Practices	REDUCES STORM-WATER RUNOFF		INCREASES AVAILABLE WATER SUPPLY		IMPROVES COMMUNITY LIVABILITY			
	Reduces Flooding	Improves Stormwater Quality	Reduces Potable Water Demand	Provides Storage for Future Use	Reduces Urban Heat Island	Provides Vegetation for Shade	Improves Aesthetics	Provides Wildlife Habitat
STORMWATER HARVESTING BASINS								
SWALES								
BIORETENTION SYSTEMS								
INFILTRATION TRENCHES								
DRY WELLS								
CISTERNS								
PERVIOUS PAVEMENT								

Yes
 In Some Cases
 No

LID practices provide multiple benefits for the environment and the community to maximize mutual environmental, social, and economic benefits. A LID feature may benefit property values and increase customer attraction, provide services which contribute to ecosystem health, and can be utilized as a community gathering or recreational space for residents.



Design Features

Meander retention areas paired with recreational pathways through the development to create a connected green-space amenity such as a greenbelt to encourage maximum recreational use.

Contour the sides and bottoms of the basins to create a natural looking appearance. Use varied slopes and curvilinear edges to create a more natural looking facility instead of rectangular forms and long stretches.



Maximize water permeability by minimizing soil disturbance and compaction in planned landscape areas, reducing paved areas, using permeable paving materials, and preserving open space drainageways when feasible.

Design water features specifically for rainwater harvesting to reduce on-site potable water demands.



Incorporate plants and design themes to support naturalistic landscapes that provide a sense of place in concert with the local natural environment.

Utilize low water use native or desert-adapted drought tolerant plants incorporating at least seventy-five (75) percent of selected plants being local native species.





WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) GREEN PROJECT RESERVE

WIFA's green criteria are based on EPA's Clean Water and Drinking Water State Revolving Fund Green Project Reserve criteria. While many traditional projects are intended to protect the environment, they do not necessarily meet the criteria to be considered green. Green projects may be for planning, design, and/or construction activities. Either the entire project or only a component of the project can be identified as green. Commercial and industrial developments are highly encouraged to incorporate green stormwater elements. WIFA's Green Stormwater Project examples include:

- ▶ Green infrastructure, low impact development, porous pavement, green roofs, stormwater reuse, harvesting, bioretention, curb cuts, riparian improvements, and planter boxes. For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools, <https://www.epa.gov/green-infrastructure>
- ▶ Limited water resources can be a barrier to green infrastructure in arid and semiarid regions. Projects should include the following Xeriscape principles to conserve water resources:
 - **Create a plan** that balances water usage, rainwater supply, and demand such as an annual and monthly water budget for native and exotic plant maintenance.
 - **Install low water use plants** to reduce, if not eliminate, the irrigation requirements of green infrastructure practices by using native and drought-tolerant plants.
 - **Install efficient irrigation systems** and group plants according to their water needs, adjusting the frequency and depth of irrigation according to plant type, plant maturity, and season.
 - **Consider soil** amendments by adding organic material to poor soil to aide in retaining soil moisture, sustaining vegetation, and treating stormwater runoff.
 - **Install organic mulches** to increase water retention and pollutant removal while building soil structure and suppressing weeds for desert plantings that are mulch tolerant.



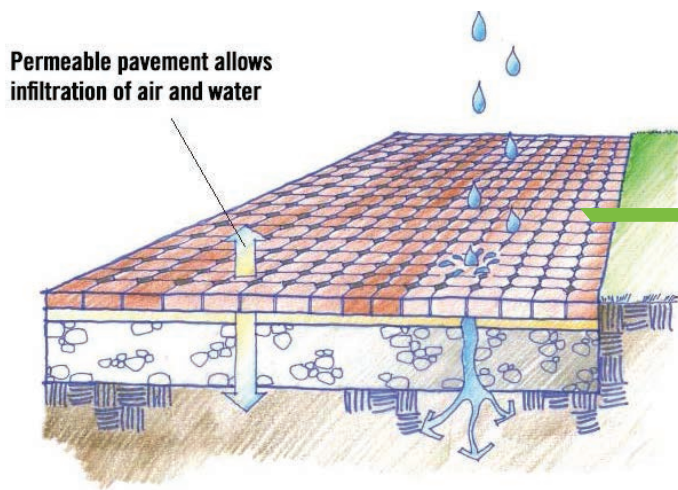
Green Stormwater Infrastructure

Green stormwater infrastructure (GSI) is a cost-effective, resilient approach to manage stormwater by reducing and treating stormwater at its source while delivering environmental, social, and economic benefits. Projects that incorporate GSI, which is a low impact development application, further the City of Avondale's sustainability goals.

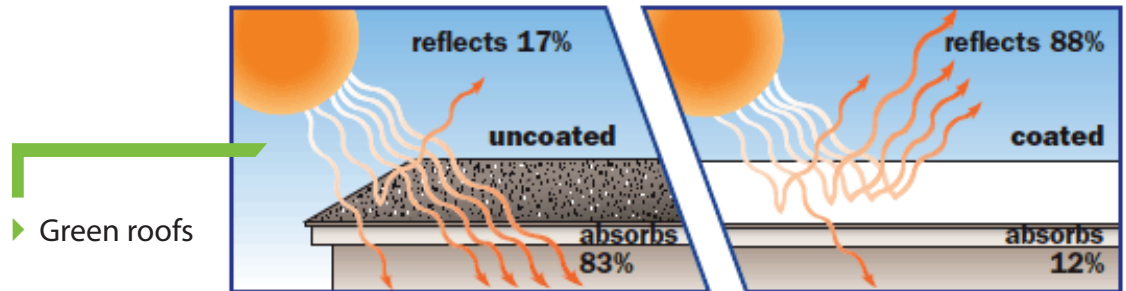




Examples of GSI in commercial and industrial site design include the following:



► Porous pavement/permeable pavers



► Right-of-way design features





► Bioretention



► Bioswales



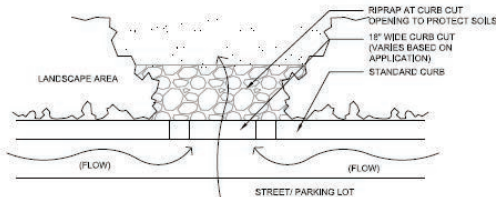
University of Arizona retrofitted their parking lot landscape buffer with a swale to capture runoff.



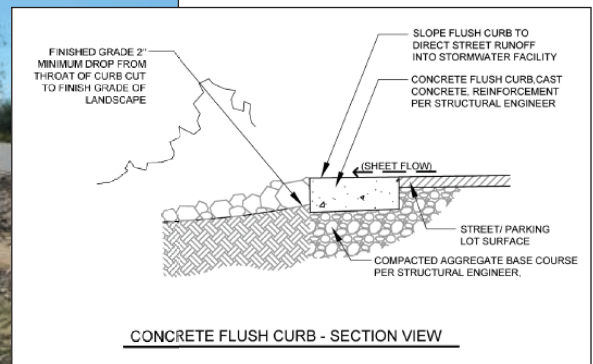
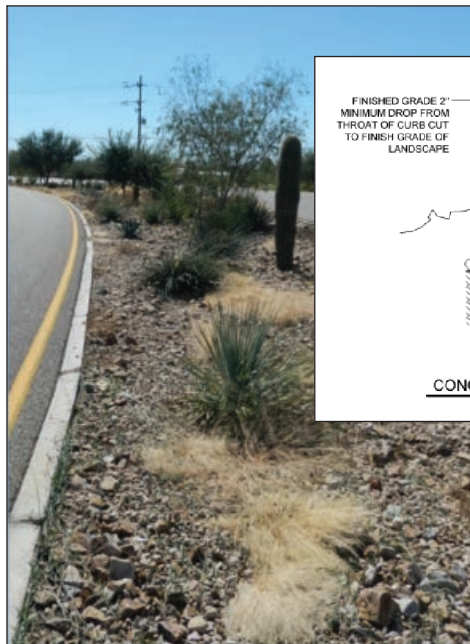
► Curb cuts or flush curbs



A Standard Curb Cut allows runoff to enter a lower landscaped area.



Standard Curb Cut Detail (Plan)





- ▶ Riparian improvements
- ▶ Active rainwater harvesting

For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools.

Green Pavement Surfaces

Utilize impervious pavement, concrete and asphalt, only where regular car, bus, and/or truck traffic is expected. In other locations, install surfaces that encourage non-automobile traffic and allow stormwater infiltration.

For parking and highly used bicycle and pedestrian areas, utilize porous asphalt, paver blocks, or large aggregate concrete. Crushed stone or brick is recommended for lightly used pedestrian paths.

Where impervious surfaces are required, recycled asphalt and recycled concrete are encouraged.

Provide curb cuts and slope hardscape landscaping features to allow water flow to permeable surfaces.

Sustainable Roof

Consider the following parameters for designing a sustainable roof:

- For a minimum of seventy-five (75) percent of the total roof surface, a Solar Reflectance Index (SRI) of 78 or higher for a roof with a slope of 2:12 or less, or 29 or higher for a roof with a slope greater than 2:12.
- For a minimum of seventy-five (75) percent of the total roof surface, provide a combined vegetated roof with rainwater collection system and SRI compliant roof.
- For a minimum of fifty (50) percent of the total roof surface, a vegetated roof.
- For a minimum of fifty (50) percent of the total roof surface, a rainwater collection system connected to an irrigation system or other building system through piping.



COMMERCIAL SITE DESIGN

Providing a unique sense of place with each commercial development should be taken into consideration during the design process. Appropriately scaled buildings that avoid strip development patterns and concentrate on the natural environment and outdoor venues that promote pedestrian interaction is the priority. Commercial centers that incorporate creative design, outdoor activity centers, water play, turf areas with amenities such as chess games, Wi-Fi, charging stations, open markets, pedestrian shade with connectivity, and ease of access to bike paths are all elements to a good development plan.



The following site and building design elements include written and illustrated design concepts related to the basic quality of site layout and building architecture to achieve high quality commercial development. This portion of the Manual addresses each of these elements in general terms and establishes the basic principles for good design which should be incorporated into all projects throughout the City. Items contained in this chapter should not be viewed as standing alone but rather in concert with the more specific guidelines found in the subsequent sections of this Manual.

Site Design

- A. Employ an overall project theme including walls, entry areas, and landscaping in line with a mutually sustainable and aesthetic character.
 - Carry a distinct entrance theme throughout the development.
 - Design primary and secondary entrances to a development to create a sense of arrival with landscaping, decorative walls, lighting, pavement, art, or other elements.
 - Accentuate corner developments along collector and arterial streets with lush landscape, pedestrian entrance into the site, and public art where appropriate to serve as a gateway to the development.
- B. Provide enhanced landscaping including large specimen trees and landscaped medians at entrances utilizing LID stormwater harvesting features and graded to accept stormwater from adjacent hardscapes.
- C. Design entry landscape medians at a minimum of seven (7) feet wide to accommodate planting of trees, LID design, and stormwater retention.
- D. Utilize pervious surfaces, such as permeable pavers and concrete, wherever possible instead of conventional concrete and asphalt to reduce stormwater runoff and heat adding to urban heat island.
- E. Avoid large, open un-shaded paved pedestrian areas on all sides of buildings prone to summer sun exposure throughout the afternoon and evening.
- F. Incorporate active design elements to promote physical activity.
- G. Locate common plazas and seating areas in a central location within the development avoiding a site's perimeter.





- H. When designing offices and commercial spaces, provide exercise facilities or walking paths nearby.
- I. For sites containing more than one building, structures should be clustered to create usable pedestrian plazas and outdoor spaces. For sites where clustering may not be practical, visual linkages between buildings should be established through the introduction of arcade systems, trellises, or other similar features.
- J. Outdoor spaces should have clear, recognizable shapes that reflect careful planning and should not appear as a remnant between buildings. These spaces should be designed to maximize shaded pedestrian areas using shade tree canopies or shade structures. Pedestrian seating should be provided where appropriate.
- K. Circulation and building layout should promote comfortable, convenient, and safe movement within and through the site. This includes maintaining and enhancing pedestrian and bike access and access to existing or planned public transportation features both adjacent to and on site.
- L. Provide decorative bike racks throughout the development and locate buildings and entrances near public transit stops and along transit corridors.
- M. Utilize a site's natural and/or constructed stormwater drainage features to serve as landscape amenities such as along recreational pathways or near building fronts and entrances to help add to site green design and cooling capacity.
- N. Drive-through pads along entryways and along arterial and collector streets need to be designed to minimize drive-through lane views. The drive-through and awnings need to be integrated with the building's design.
- O. Rear service areas, fire exit doors, service entrance section cabinets (SES), trash containment, and the like along and visible from entryways need to be integrated with the building's design. Recessing a SES cabinet into building wall planes is preferred. Screening elements should include solid walls, decorative gates, and materials and paint colors to match the building's architecture.
- P. Locate trash enclosures in close proximity to buildings in order to allow convenient access by employees.





COMMERCIAL BUILDING DESIGN

- A. Incorporate active design elements to promote physical activity and health in design.
- B. Provide multiple entries and maximum transparency along the street to help enliven the pedestrian environment.
- C. Incorporate canopies and awnings into building façades.
- D. Design building massing to enhance nearby parks, plazas, and open spaces.
- E. Maximize variety, detail, and continuity on the lower one-to-two floors of the building exterior for multi-story buildings.
- F. Build for biophilic design to support people's health and well-being in the built environment such as the following:
 - Orient buildings to provide view of rain, natural daylight, and shading.
 - Incorporate living green walls, gardens, and natural materials such as wood, stone, flowers, and plants from the local area.
 - Provide metal products such as raw steel for a natural element.
- G. New buildings proposed in areas that have a well-defined and desirable character should be compatible with or complement the architectural character and siting pattern of nearby buildings.
- H. New buildings proposed in other areas should reinvigorate the area by introducing more desirable features. Features that should be used to integrate new buildings include fenestration patterns, building proportions, roof forms, and/or building materials.
- I. Create a well-proportioned and unified building form and exhibit an overall architectural concept of design elements, details, and massing
- J. Building exteriors should be constructed of durable and maintainable materials that are attractive even when viewed up close. Materials that have texture, pattern, and a high quality of detailing are expected.
- K. Avoid large blank walls facing the street and incorporate four-sided architecture.
- L. Incorporate recessed windows, curtain walls, wall plane elements, to break up wall plane massing at appropriate intervals.





- M. Provide convenient, identifiable, and attractive access to the building's entry with seating areas. To ensure comfort and security along paths provide lighted areas that are protected from the weather.
- N. Design hotel developments with a dramatic entrance, pool and barbeque areas, outdoor patio areas for dining, seating areas near the entrance, screened air conditioning units integrated into the building's design, internal roof drain downspouts, and a porte-cochere at the entrance to shelter those getting in and out of a vehicle.
- O. Design prominent and attractive stairs for everyday use and exercise in the form of a grand staircase or fire stairs that also serve as a principle means of travel.
- P. Locate stairs near the building's entrance to encourage use of them versus elevators and make them wide enough to accommodate travel in groups in two directions.
- Q. Use articulated and unique stair compositions such as a grand, sculptural staircase and exciting stair construction incorporating artwork into the stair environment, natural ventilation, and select bright and inviting colors.
- R. Where possible, landscaping should reinforce the character of the development and abutting streetscape while enhancing the architecture of the building project. Possibilities include special pavements, trellises, screen walls, fountains, planters, and site furniture.
- S. To reduce the perceived scale of buildings, façades need to include treatments for every fifty (50) feet of building length. In addition, vary rooflines including parapet heights and widths, and wall plane massing to provide horizontal design variation.



INDUSTRIAL SITE DESIGN

Employ an overall project theme including walls, entry areas, and landscaping in line with a mutually sustainable and aesthetic character. Building placement and orientation, open space, landscaping, access, circulation, parking, grading, and lighting are all important components of designing a functional, aesthetically pleasing site.

- A. Criteria that needs to be considered when designing a site in Avondale includes:
 - Entry features reflect the overall architectural identity, character, and theme of the development creating a sense of arrival.
 - For sites containing more than one building, cluster structures to create usable pedestrian plazas and outdoor spaces; provide a campus-setting site layout. For sites where clustering may not be practical, establish visual linkages between buildings through the introduction of arcade systems, trellises, or other similar features to achieve a campus-like atmosphere. Site furniture, lighting, and signage should be integrated throughout the development, creating an overall development theme.





- Outdoor spaces should have clear, recognizable shapes that reflect careful planning and should not appear as a remnant between buildings. These spaces should be designed to maximize shaded pedestrian areas using shade tree canopies or shade structures. Pedestrian seating and/or employee outdoor spaces should be provided where appropriate. Locate seating areas contiguous to buildings for convenient access by employees.
 - Design the spatial relationship of buildings on a site providing for safe pedestrian access.
 - Rear service areas, fire exit doors, service entrance section cabinets (SES), trash containment, and the like along and visible from entryways need to be integrated with the building's design. Recessing a SES cabinet into building wall planes is preferred. Screening elements should include solid walls, decorative gates, and materials and paint colors to match the building's architecture.
- 
- B. Provide enhanced landscaping including large specimen trees and landscaped medians at entrances utilizing LID stormwater harvesting features and graded to accept stormwater from adjacent hardscapes.
 - C. Design entry landscape medians at a minimum of seven (7) feet wide to accommodate planting of trees, LID design, and stormwater retention.
 - D. Integrate LID features and apply Xeriscape and water conservation practices to the greatest extent possible in all design features.
 - E. Utilize pervious surfaces, such as permeable pavers and concrete, wherever possible instead of conventional concrete and asphalt to reduce stormwater runoff and heat adding to urban heat island.
 - F. Include enhanced wall materials such as stone, brick, tile, or other sustainable materials, other than ordinary block walls to create an integrated design. Short screen walls should be minimized where landscape and shrubs can be provided in lieu of the wall.
 - G. Incorporate LED street lights, landscaping, and accent paving at entries and crosswalks throughout the development.
 - H. Entries to industrial buildings should portray a high-quality office appearance while being architecturally tied into the overall building mass and building composition. Windows and doors are key elements and should relate to the scale of the elevation on which they appear. Windows and doors can establish character by the placement and variety.
 - I. Recessed openings to provide depth and contrast to elevation planes. Enhance primary and secondary entrances with landscaping, decorative walls and pavement, lighting, art, or other elements.
 - J. Truck dock and loading areas need to be screened by decorative wall systems, landscaping, and away from pedestrian connections.
 - K. Design warehouse roll-up doors to be architecturally integrated with the building design through style and/or paint colors.
 - L. Along freeways and major arterial street frontages, bay doors, truck docks, cross-dock areas, and the like need to be internal to the site's design; not along the site's perimeter.
 - M. Where allowed, locate outdoor storage and service yards in areas least visible from public rights-of-way or view. Completely enclose outdoor storage yards shall by a decorative block wall that is at least eight (8) feet in height.



- N. Install mature landscaping at the base of long building walls to help break up façades.
- O. Include internal gyms with changing rooms, showers, and lockers to allow employees the year-round opportunity to bicycle or jog to work, and exercise during the day within buildings greater than 50,000 square feet.
- P. Provide bike racks, exercise stations, and outdoor eating areas for employees.
- Q. Provide indoor or outdoor bicycle parking/storage for use by visitors or employees. All required outdoor bicycle parking should be located closer to main building entrances than automobile parking spaces.

INDUSTRIAL BUILDING DESIGN

Industrial and commerce park buildings are expected to utilize quality materials in their design. The use of various materials, whether masonry, concrete texturing or block used as an accent, glass, stucco, stone, or marble can produce effects of texture and relief that provide character. Buildings should include vertical and horizontal building wall plane relief including projecting and recessed wall plane elements, fin façade systems, metal awnings, asymmetrical design, paint color and building material variation, and enhanced covered front entry design through glazing, recessed elements, lighting, and like elements.



- A. Incorporate active design elements to promote physical activity and health in design such as the following:
 - Provide multiple entries and maximum transparency along the street to help enliven the pedestrian environment.
 - Incorporate canopies and awnings into building façades to provide shade and encourage outdoor work areas.
 - Carefully incorporate stairs and ramps as building design features.
 - Maximize variety, detail, and continuity on the lower one-to-two floors of the building exterior for multi-story buildings.
- B. Build for biophilic design to support people's health and well-being in the built environment such as:
 - Design buildings that mimic places in nature that make us feel good, incorporating natural light and views.
 - Orient buildings to provide view of rain, natural daylight, and shading.
 - Incorporate living green walls, gardens, natural materials such as wood, stone, flowers, and plants from the local area.
 - Provide metal products such as raw steel for a natural element.
- C. Projects should be compatible with the scale of nearby existing and anticipated development and should provide a sensitive transition to existing development.
- D. Long, blank wall planes often associated with industrial projects to be broken up by varying the wall plane at a minimum of one variation per fifty (50) linear feet. Varying the front setback of a building façade is strongly encouraged.



- E. Provide roofline height variation to add building interest from streets and adjacent properties.
- F. Building design elements, details, and massing should create a well-proportioned and unified building form and exhibit an overall architectural concept.
- G. Construct exteriors of durable and maintainable materials that are attractive even when viewed up close. Materials that have texture, pattern, and a high quality of detailing are greatly encouraged. Avoid large blank walls facing the street and design buildings to achieve four-sided architecture.
- H. Provide convenient, identifiable, and attractive access to entry. To ensure comfort and security, light paths and entry areas and ensure they are protected from the weather.
- I. Design prominent and attractive stairs for everyday use and exercise in the form of a grand staircase or fire stairs that also serve as a principle means of travel, are close to natural light and are visible.
- J. Locate stairs near the building's entrance to encourage use of stairs versus elevators and construct wide enough to accommodate travel in groups in two directions.
- K. Use articulated and unique stair compositions such as a grand, sculptural staircase and exciting stair construction incorporating artwork into the stair environment, natural ventilation, and select bright and inviting colors.
- L. Where possible, landscaping should reinforce the character of the development and abutting streetscape while enhancing the architecture of the building project. Possibilities include special pavements, trellises, screen walls, fountains, planters, and site furniture.
- M. To reduce the perceived scale of buildings, façades need to include treatments from the list below for every fifty (50) feet of building length as appropriate, per Table 1-2 below.

Table 1-2:

Building Length (Feet)	Number of Façade Treatments Required
0 - 50	4
51 - 80	6
81 - 110	8
Greater than 110	10

Include each of the façade treatments into a building's design where necessary:

1. Reveals and projections
2. Offsets, measuring at least four (4) feet in depth
3. A vertical architectural treatment, a minimum of twelve (12) inches
4. Color, texture, or material change
5. Architectural banding
6. Awnings and trellis'
7. Decorative parapet, such as arched, arched gabled, stepped, or cornice treatments
8. Covered walkways
9. Variations in roof forms/heights
10. Deep-set windows with mullions or decorative glazing
11. Ground-level arcades or upper balconies or galleries
12. Columns or pillars with stone/rock
13. Fin façade systems
14. Marble, brick, stone, tile accents
15. Artwork



CIRCULATION

Transportation and on-site circulation effects almost every aspect of a site, overall project design, convenience, and livability. Each project must take into consideration the adjacent parcels, ingress and egress, ease of the consumer, safety of the pedestrian, and overall success of the business.

Developments need to be proactive in addressing traffic impacts with new developments in relation to growth in surrounding areas. A Traffic Impact Study or Traffic Impact Analysis may be required to address existing and future traffic demands related to a project as well as surrounding areas. The following design items should be used in conjunction with the general concepts found within this Manual.

- A. Provide direct and safe pedestrian access to adjacent or nearby transit.
- B. Encourage a walkable, pedestrian-friendly environment that is devoid of large, unoccupied spaces and promotes mobility equity for all ages and abilities.
- C. Design mobility networks in conjunction with shade tree canopy landscaping.
- D. Incorporate and expand alternative transportation networks including bike lanes, shared use paths, enhanced public transportation access points, bike share facilities, and park and ride areas.
- E. Phase projects must provide an overall phasing plan of future connections or driveways and on-site access to all potential/future development within the overall site.
- F. All parking areas need to be designed in accordance with ADA guidelines, Fire Department standards, and the Avondale's Zoning Ordinance.
- G. Identify conflict points with on-site circulation and service vehicle zones and mitigate
- H. Keep vehicular circulation away from direct pedestrian connections where possible.
- I. Angled parking is highly encouraged for larger parking lots which can accommodate one-way aisles or neo-traditional developments which provide parking along public or private streets.

Multimodal streets elements can be incorporated into development design and layout by considering the multimodal streets guiding principles with emphasis given to sustainable, alternative transportation modes. Commercial and industrial development should follow established design standards that provide guidance on multimodal mobility design to support and connect to multimodal streets. These may include, but are not limited to, the following:

- Institute of Transportation Engineers (ITE), *Designing Walkable Urban Thoroughfares: A Context Sensitive Approach*
- National Association of City Transportation Officials (NACTO), *Urban Street Design Guide*
- National Association of City Transportation Officials (NACTO), *Urban Bikeway Design Guide*



Multimodal streets are a way of designing and building streets that focus on creating a safe and welcoming experience for all people regardless of their age, ability, income, race, or ethnicity, whether they are walking, biking, driving, or taking public transit.



There is no singular design prescription for multimodal streets; each one is unique and responds to its community context. A multimodal street may include sidewalks, bike lanes, wide paved shoulders, special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more.

Multimodal streets design elements, such as bike paths and pedestrian-friendly sidewalks, may be integrated with LID and GSI strategies to provide further sustainable performance and social benefits to site users. The following guiding multimodal street principles provide a framework for integrating multimodal streets approach into new development.

- ▶ **Safety:** Provide a safe travel experience to all and design for safety strategies to eliminate preventable traffic fatalities.
- ▶ **Accessibility, Equity, Diversity, and Inclusivity:** Implement multimodal streets elements equitably and inclusively throughout the development and in connection to City elements.
- ▶ **Land Use:** Incorporate context sensitive, flexible design approaches and consider the surrounding community's current and expected land use and transportation needs in an interconnected manner.
- ▶ **Environment and Health:** Support the health and well-being of residents, visitors, and employees, and the natural environment by enhancing sustainable travel options, providing opportunities for physical activity through active transportation such as walking and biking, improving air quality through reduced vehicle emissions, mitigating urban heat island effect, utilizing stormwater runoff and decreasing stormwater pollutants, and maximizing shade trees and vegetation.
- ▶ **Economic Vitality:** Help stimulate economic development by supporting business and job creation and fostering a more resilient workforce that has greater access to employment opportunities through improved travel options.

Shared Transportation Facilities

- For all commercial and industrial buildings, or complexes larger than 50,000 square feet, reserve ten (10) percent of required automobile parking spaces for carpooling, vanpooling, and alternative fuel vehicles, including hybrid vehicles.
- Carpool, vanpool, and alternative vehicle spaces should be located closer to main building entrances than single-user automobile parking.
- Provide covered parking and charging stations throughout the development.
- Utilize prominent signage to draw attention to parking and pick-up areas for carpool and vanpool parking.
- Provide attractive and comfortable waiting areas to encourage carpool and vanpool commuters. Waiting areas should be designed with sunshades, shade trees, and seating.
- Ensure commuter safety by designing lobby space in buildings that view waiting, pick-up and drop-off areas, good lighting, and if necessary, prominent surveillance cameras.



CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

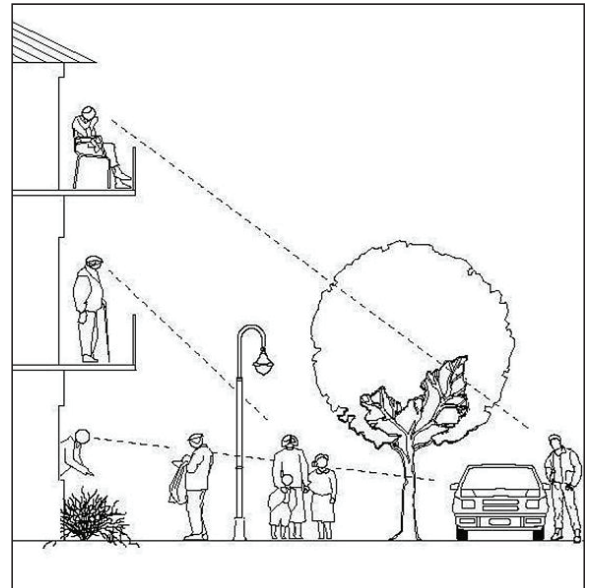
Crime Prevention Through Environmental Design, or CPTED (pronounced sep-ted), is a crime prevention philosophy based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime. It focuses on the positive use of a space and natural elements to maintain a sustainable quality of life for intended users, while offering a sense of security by increasing the difficulty for criminal or abnormal activities. The principles of CPTED, which are natural access control, natural surveillance, territoriality, and maintenance, when integrated with the principles of physical security present a unique approach to minimizing crime opportunities. This may be accomplished through the design elements described in this Manual.

Natural Surveillance

Design the placement of physical features and design for informal and/or programmed activities in such a way as to maximize visibility and foster positive social interaction and activity among legitimate users of the space. Creating environments that allow the opportunity for people to engage in their normal behavior and to observe the space around them limits the potential for crime to occur.

Natural Access Control

Strategically locate entrances and exits, fencing, lighting, and landscaping to control or limit the flow of or access. Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or marks them as an intruder.



Natural Territorial Reinforcement

Design buildings, fences, pavement, signs, lighting, and landscaping to express ownership and define public, semi-public and private spaces, so that natural territorial reinforcement occurs. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners have vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of ownership within a community or space creates an environment where “strangers” or “intruders” stand out and are more easily identified.





Maintenance

CPTED and the “Broken Window Theory” suggests that one “broken window” or nuisance, if allowed to exist, will lead to others, and ultimately to the decline of an entire neighborhood. Neglected and poorly maintained properties, lighting, landscaping, or open space areas can increase the level for criminal activity.

Site features within a commercial and industrial development must be maintained always to include paving surfaces, landscaping, walls, gates, entry features, light poles, signs, paint, stone or brick, seating furniture, and other related items typically found within commercial and industrial developments.

The best time to apply this philosophy is in the design phase before a building is constructed. These elements can be successfully applied later but retrofitting an existing environment can sometimes be costly. The use of CPTED standards will deter crime and reduce fear by minimizing criminal opportunity and fostering positive social interaction throughout a community.



INSIDE BACK COVER
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Avondale

City of Avondale
City Development & Engineering Services
11465 W Civic Center Drive
Avondale, AZ 85323
(623) 333-4000
www.avondaleaz.gov

CITY COUNCIL REPORT

SUBJECT: Resolution 3574-819 - Intergovernmental Agreement with the City Of Phoenix For The Phoenix Fire Department Regional Dispatch System

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Larry Rooney, Interim Fire Chief, (623) 333-6101

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

PURPOSE:

City Council will consider a request to adopt Resolution 3574-819 approving an Intergovernmental Agreement with the City of Phoenix for the Phoenix Fire Department Regional Dispatch System and authorize the authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale Fire and Medical Department has been dispatched by the Phoenix Fire Department Regional Dispatch System for more than twenty-five years and has been a member of the Regional Automatic Aid Agreement for more than twenty years. Avondale Fire and Medical Department provides fire, technical rescue and emergency medical response involving more than 11,000 calls for service annually. All 911 emergency calls within the City of Avondale are routed to the Phoenix Fire Department for prioritization and dispatch. Phoenix Fire Dispatch assigns the closest appropriate Fire and Medical Unit for response. Council recently approved an updated Automatic Aide Agreement involving Avondale and the other Regional partners. This IGA for Dispatch works in unison with the current Automatic Aid Agreement and provides the most effective and efficient use of all participant's fire department resources within the Phoenix Metropolitan region.

DISCUSSION:

Entering into the Intergovernmental Agreement with the City of Phoenix for Fire Department Dispatch will ensure the continuation of Fire and Medical Service to the citizens of Avondale and the partnerships with the other members of the Automatic Aid System allowing the City of Avondale to take part in the sharing of resources for fire and medical response provided by the other 27 agencies within the Phoenix region. This update is the first one in the last twenty years and puts into writing several the changes that have taken place over the past years. The most notable changes to the dispatch agreement are the requirements to send new fire recruits to a certified academy, compliance with standard fireground operating procedures, the discontinuation of the technical services support directly from the Phoenix Fire Department in 2020 and lastly, the requirement that in order to be dispatched by the Phoenix Fire Department System, the City or fire district must be a member of the current Automatic Aide Agreement. Avondale Fire and Medical Department is in complete compliance with all these new requirements and have been aware of Phoenix Fire Department not being able to continue funding for technical services for outside agencies starting in year 2020.

BUDGET IMPACT:

Annual cost for Avondale Fire and Medical Dispatches from Phoenix Fire Department Regional Dispatch for the current fiscal year is a total of \$462,930 and resides in the two general fund accounts 101-6330-00-6251 and 235-6330-00-6251.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution approving the Intergovernmental Agreement (IGA) Between The City of Phoenix and The City of Avondale for the Phoenix Fire Department Regional Dispatch System commencing upon Council's acceptance and shall continue in force through December 31, 2027, or until terminated by formal act of the Parties. Upon approval from Council of the IGA between the City of Phoenix and the City of Avondale for Phoenix Fire Department dispatch services throughout 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.

RESOLUTION NO. 3574-819

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

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

SECTION 1. The Intergovernmental Agreement with the City of Phoenix for participation in the Phoenix Fire Department Regional Dispatch System (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 cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, August 12, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3574-819

[Agreement]

See following pages.

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

AGREEMENT NO. _____

This Intergovernmental Agreement (“IGA”) is entered into this ____ day of _____, 2019, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department (“the City”), and the City of Avondale, for and on behalf of the Avondale Fire and Medical Department (“the Agency”). Throughout this Agreement, the City and the Agency individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement. All entities that enter into an agreement with the Phoenix Fire Department for dispatch services, as listed herein in Exhibit A, will form the “Phoenix Fire Department Regional Dispatch System”.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City is authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Agency’s community and all of the Agency’s personnel; and,

WHEREAS, the Agency desires to participate in the Phoenix Fire Department Regional Dispatch System in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City desires the participation of the Agency to more effectively provide emergency fire, medical and other services; and,

WHEREAS, Ordinance No. _____ dated _____ authorized the City to enter into an agreement with the City of Avondale for participation in the Phoenix Fire Department Regional Dispatch System.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

1. This Agreement is to enhance the effectiveness of public safety through consistency in emergency dispatch of fire department resources throughout the region.
2. The purpose of this Agreement is to define the dispatch service and support that will be provided by the Phoenix Fire Department ("PFD") to the Agency. The Phoenix Fire Department Regional Dispatch Center ("PFDRDC") utilizes a Computer Aided Dispatch ("CAD") and Global Positioning System to process and dispatch requests for assistance to fire, medical and other non-police emergencies. The PFDRDC is a secondary Public Safety Answering Point ("PSAP") for the metropolitan Phoenix region that can receive information from multiple primary PSAP locations within the region.
3. Agencies choosing to be dispatched by the PFDRDC and have likewise chosen to participate in the separately agreed to Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement, will comprise the Central Arizona Life Safety Council (CASLSC).
4. The objective of CALSC is to provide the most effective and efficient use of all participant's fire department resources within the Phoenix Metropolitan region. This objective is met by the automatic dispatch of the closest, most appropriate resources meeting the needs of requested emergency responses, regardless of jurisdictional boundaries of those jurisdictions that choose to participate in the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement.
5. Agencies choosing to be dispatched by the PFDRDC and are not a member of the CASLSC will be viewed as a mutual aid jurisdiction and dispatched accordingly.

ARTICLE II. STATEMENT OF SERVICES

1. Dispatch Services:

- 1.1 The City agrees to provide dispatching services for Agency's fire department apparatus, and vehicles for emergency responses within that Agency's jurisdiction.

- 1.2** Any request by the Agency for the support of a planned event or other activities that will require additional personnel or resources beyond the standard service provided by the City will be evaluated for the impact to the system. If, after evaluation, it is determined that the request will have a negative impact on standard operations and will require additional personnel or materials to adequately support the request, the requesting Agency will be responsible for all costs. A thirty (30) day notice is required for any request for support of a planned event.
- 1.3** Pursuant to this Agreement and as a condition of participation, Agency is required to participate in the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement, or participate in a Mutual Aid Agreement with neighboring jurisdictions, and agrees to comply with all requirements of those respective agreements.
- 1.4** Pursuant to this Agreement and as a condition of participation, Agency agrees to conform to the Phoenix Regional Standard Operating Procedures also known as Volume II made available as described in Exhibit B.

2. Technical Services:

- 2.1** The System utilizes a CAD system, which in turn utilizes standardized components consisting of Mobile Computer Terminals (“MCTs”), a station alerting package and direct network connections over dedicated circuits among each Agencies’ fire stations and the PFDRDC. To facilitate dispatch, and as a condition of participation, Agency is required to provide for all needed infrastructure compatible with the System. Any agency currently receiving dispatch services will be required to provide direct network connection.
 - 2.1.1** Acceptable forms of direct network connections include: dedicated leased-line, microwave, metro-optical Ethernet.
 - 2.1.2** Non-acceptable forms of direct network connections include: wireless connections, such as LTE, cable modem, DSL, satellite, and/or dial up telephone.
 - 2.1.3** Agencies currently receiving dispatch services on a non-acceptable form of a direct network connection will have 12-months to remedy the situation with an acceptable direct network connection.
- 2.2** Upon entering into an agreement the City will provide a technical assessment of Agency’s initial equipment needs. After the assessment, Agency will be provided a written requirements document and will further be responsible to provide all equipment assessed as needed for all of Agency’s stations, apparatus and vehicles to facilitate dispatching. If the Agency, for any reason, cannot provide

for all the initial and ongoing needed equipment as required by the City, the Agency cannot participate in this Agreement.

Further, if any future expansion or alteration to existing services are requested, a written request must be submitted to Phoenix Fire Department Technical Services. After receipt of request, the City will perform an assessment to determine equipment requirements. After the assessment is complete, Agency will be provided a written requirements document, Agency must provide all equipment assessed before any services will be provided.

- 2.3** The City will assist the Agency with coordination and installation of initial and any future equipment needs for Agency's fire stations, apparatus or vehicles. Installation services will be billed on a Time and Materials cost structure. All new additions to Agency's initial base equipment inventory will require a 180-day written notice prior to equipment being placed in service. Additionally, outside vendors approved by the Phoenix Fire Technical Services Section may be utilized by either Phoenix or the Agency. All equipment provided by an outside vendor must meet the Phoenix Fire Departments Technical Services specifications.
- 2.4** Beginning January 1, 2020 all initial and subsequent purchases of equipment will be the responsibility of the Agency.
- 2.5** Agency shall not, without the prior written consent of the City and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the System, or make such items available to others in whole, or in part.
- 2.6** Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 2.7** The obligations of Agency under this Section will survive the termination of this Agreement.
- 2.8** Other communications equipment, including, but not limited to, apparatus radios, portable radios and system infrastructure, which may be necessary for Agency's deployed apparatus to function within the System, but not defined within this Agreement and not necessarily needed by the City to conduct dispatch, are the sole responsibility of the Agency. Purchase and maintenance of such equipment to ensure interoperable communications consistent with Standard Operating Procedure Phoenix Fire Department Volume 2 are required of the Agency.

3. Other Items:

- 3.1** If Agency intends to expand its original geographical and/or jurisdictional boundaries, that will require a change in service, that Agency is required to provide a 180-day written notice to allow for programming changes to the CAD system.

It is understood that such an expansion may necessitate a new assessment as described in Section 2–Technical Services. It is further understood by the Agency that an increase to the geographical and/or jurisdictional boundary may lead to an increase to the charges and fees as determined by the City.

- 3.2** The City agrees to install and maintain the Agency's geographical databases, necessary for processing dispatches. Agency is responsible to provide any geographical database information, including updates to the Phoenix Fire Department's Technical Services section, within one-hundred eighty (180) days of receipt.
- 3.3** Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by the City through improper repair, or otherwise, shall be repaired/replaced at no cost to the Agency.
- 3.4** Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by the Agency through improper repair, or otherwise, shall be repaired/replaced at no cost to the City.
- 3.5** The Agency will be responsible for any lost, stolen, or damaged equipment to City of Phoenix owned equipment installed on a temporary or permanent basis at the Agency's facilities.
- 3.6** The City will provide management information reports to the Agency that are consistent with Phoenix Fire Department reporting.
- 3.7** CAD Agencies will receive the following PCMSS licenses:
- 3.7.1** one (1) free PCMSS license for each fire station
 - 3.7.2** one (1) free PCMSS license for each battalion office
 - 3.7.3** one (1) free administrative license

Any additional PCMSS licenses requested and installed at a CAD Agency facility will be billed \$200/license per year.

- 3.8** Any costs associated with utility company circuits, connections and monthly services, as a result of participation in this Agreement, shall be borne by Agency as necessary.
- 3.9** In the event that this Agreement is terminated, all devices and related equipment provided by the City and not originally purchased by the Agency, shall be returned as the sole property of the City. The City will not be obligated to reimburse monies already collected under this Agreement.
- 3.10** Upon the Agency's request, the City will provide an electronic copy of the Phoenix Fire Department Hydrant Map and Street Guide Book for Agency's emergency response unit.
- 3.11** The Parties are aware that other jurisdictions may enter into an agreement with the City and be added to the System at the sole discretion of the City.
- 3.12** During the course of this Agreement, the underlying technology supporting systems and equipment covered under this Agreement may become obsolete as a result of advances in technology ("Technology Obsolescence"). In the case of Technology Obsolescence, the evolution of a newer technology generation and the associated costs will be the subject of amendments to this Agreement.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above, regardless of the date of recordation with the Maricopa County Recorder's Office, and shall continue in force through December 31, 2027, or until terminated by formal act of the Parties.

2. Termination:

Pursuant to the provisions of A.R.S § 38-511, either party may terminate this Agreement by providing one hundred eighty days (180) written notice to the other parties Fire Chief.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the

Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Contract Terms:

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

3. Parol Evidence:

This Contract is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object.

4. Confidentiality and Data Security:

4.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Agency in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

4.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

4.3 In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

4.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

4.5 The obligations of Agency under this Section will survive the termination of this Agreement.

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Agreement Cancellation:

All Parties acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.

In addition, this Agreement may be terminated at any time by mutual written consent, or by either Party, with or without cause, upon giving one hundred and eighty-days (180) written notice to the other Party. The City at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the Agency will be liable under the provisions of this contract for services and material rendered and accepted. All devices and related equipment provided by the City and not originally purchased by the Agency, shall be returned as the sole property of the City. The City will not be obligated to reimburse monies already collected under this Agreement.

The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Agency to carry out any term, promise, or condition of the agreement. The City will issue a written notice of default to the agency for acting or failing to act as in any of the following:

- In the opinion of the City, the Agency provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, the Agency fails to perform adequately the stipulations, conditions or services/specifications required in this agreement;
- In the opinion of the City, the Agency attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

- In the opinion of the City, the Agency fails to make progress in the performance of the requirements of the agreement and/or gives the City a positive indication that the Agency will not or cannot perform to the requirements of the agreement.

7. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the contract item as an expenditure. The Parties cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

8. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

9. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

10. Entire Contract; Amendment, No Oral Modification:

This Agreement constitutes the complete agreement of the Parties. It supersedes all previous representations, understandings, and agreements, written or oral, relating to the subject matter of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both Parties.

11. Invalidity of Any Provisions:

This Agreement will remain in effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding will result in the offending term or provision being ineffective to the extent of this Agreement, which would subsequently be construed as though the invalid or unenforceable term or provision never existed. Upon discovery by either Party of invalid terms or provisions, written notice will be given to the other Party within ten (10) business days.

12. Independent Contractor Status:

The Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. Agency, its employees and subcontractors are not entitled to worker's compensation benefits from the City.

13. Workers' Compensation:

The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.

14. Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

15. Non-Waiver:

Any City delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions.

16. Compliance with Laws:

The Agency will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

17. Transactional Conflict of Interest:

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to Arizona Revised Statutes (A.R.S.) §38-511, the provision of which are incorporated herein and made a part hereof.

18. Compliance with Non-Discrimination Laws:

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, non-discrimination and affirmative action.

19. Equal Employment Opportunity and Equal Pay:

In order to do business with the City, the Agency must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

20. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

21. Immigration Requirements:

The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

22. Legal Worker Requirements:

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Agency agrees that:

22.1 Each subcontractor the Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

22.2 A breach of warranty will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

22.3 Only through an audit with the Agency, will the City retain the legal right to inspect the papers of the Agency or subcontractor employee(s) who work(s) on this Agreement to ensure that the Agency or subcontractor is complying with the warranty.

23. Lawful Presence Requirement:

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement **does not** apply to business organizations such as corporations, partnerships or limited liability companies.

24. No Israel Boycott:

By entering into this Agreement, the Parties certify that they are not currently engaged in, and agree for the duration of the Contract to not engage in, a boycott of Israel.

25. Arbitration:

In accordance with A.R.S. § 12-1518, where applicable, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration as required by A.R.S. § 12-133.

ARTICLE V. PAYMENTS

1. Total Charges and Fees:

Agency understands the System is based upon a one hundred percent (100%) cost recovery model and agrees to pay the City the following service fee structure as referenced in Exhibit C titled “Fees and Charges”.

- 1.1** An Initial Technology Expenses Service Fee for all costs for all initial installation for stations, apparatus and equipment needed to provide the dispatch service.
- 1.2** An Additional Technology Expenses Service Fee for all costs for any additional (a) fire stations, (b) apparatus and (c) equipment added after initial purchase.
- 1.3** An Annual Dispatch Service Fee which will be based on the previous fiscal year’s annual costs to operate the PFDRDC, this fee will be calculated as a per dispatch cost and charged to the Agency based on the Agency’s previous Fiscal Year dispatch totals.
- 1.4** An annual General Maintenance Service Fee for the maintenance and support associated with parts and materials for each specific piece of equipment in the Agency’s inventory. This fee will be calculated on a per unit charge. Each Agency will be charged based on the total number of units of equipment assigned to the Agency.
- 1.5** An annual Network System Fee for ongoing circuit costs, support, and maintenance of the Phoenix Fire CAD and Dispatch Network. Each customer will be charged based on the number of connections to the CAD and Dispatch Network.
- 1.6** An annual CAD System Fee that will include the following;
 - 1.6.1** CAD Modernization Service Fee to allow for the future development and implementation of an upgraded CAD operating system will be charged. This charge will be assessed per each dispatch received by the Agency in the previous Fiscal Year. This fee will accrue until such time as needed for a CAD system replacement.

1.6.2 CAD Maintenance Service Fee for the ongoing support and maintenance specific to the CAD system. This charge will be assessed per each dispatch received by the Agency in the previous Fiscal Year.

1.7 An annual GIS and Data Analytics fee for the ongoing maintenance of the GIS records and for data requests. This charge will be assessed per each dispatch received by the Agency in the previous Fiscal Year.

1.8 A Planned Event fee will be charged on a time and materials basis for any support of events outside the standard dispatch services provided by the City. The requesting Agency will be provided a quote for services that are required to support the event. Prior to any services rendered, the requesting Agency must provide to the City an approved and signed quote for service.

2. Billing:

2.1 The City will invoice the Agency quarterly in accordance with the Schedule A contained in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on July 1, of each year.

2.2 The City will advise the Agency of the estimated total fees and charges for the coming fiscal year no later than December 1, of the previous calendar year. The Agency is responsible to verify its equipment counts and notify the City of any discrepancies in counts by December 31, of the previous calendar year. The City will provide written notice to the Agency of the finalized total fees and charges by July 1 of each year.

2.3 The Initial or Additional technology fees will be invoiced upon completion of requested project.

2.4 The Planned Event fees will be invoiced upon completion of the event.

2.5 All fees associated with the dispatch or support of private entities contracted by the Agency, i.e. private ambulance service or air ambulance service, will be the responsibility of the Agency. These fees' will be included in the Agency's annual schedule A and will be invoiced accordingly.

ARTICLE VI. INDEMNIFICATION

1. Indemnification:

To the extent permitted by law, each party shall indemnify, defend, save and hold harmless the other party and its officers, officials, agents, and employees from and against any and all claims, actions liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily or personal injury (including death), or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of each party or any of its respective owners, officers, directors, agents, employees or subcontractors.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to CITY:

Phoenix Fire Department
150 South 12th Street
Phoenix, AZ 85034

Attn: Kara Kalkbrenner
Phoenix Fire Chief
Telephone: (602) 256-3189
Fax: (602) 262-4429

If to Agency:

Avondale Fire and Medical Department
1825 North 107th Avenue
Avondale, AZ 85392

Attn: Larry Rooney
Avondale Assistant Fire Chief
Telephone: (623) 333-6000
Fax: (623) 333-0600

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

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

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____
Kara Kalkbrenner
Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

CITY OF AVONDALE, a municipal corporation

By: _____
Charles A. Montoya
City Manager

ATTEST:

City Clerk, Avondale

APPROVED AS TO FORM:

City Attorney, Avondale

EXHIBIT A
PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM AGENCIES
(2019 – 2020)

1	Arizona Fire and Medical (Sun City West Fire District, North County Fire District, Wittmann Fire District, Sun Lakes Fire District and Tonopah Fire District)
2	Avondale, City of
3	Buckeye, City of
4	Buckeye Valley Fire District
5	Chandler, City of
6	Daisy Mountain Fire District
7	El Mirage, City of
8	Glendale, City of (Luke Air Force Base)
9	Goodyear, City of (Litchfield Park)
10	Guadalupe, Town of
11	Harquahala Fire District
12	Maricopa, City of
13	Peoria, City of
14	Phoenix, City of (Laveen Fire District, Paradise Valley)
15	Scottsdale, City of
16	Sun City Fire District (Youngtown)
17	Surprise, City of
18	Tempe, City of
19	Tolleson, City of

EXHIBIT B
PHOENIX REGIONAL STANDARD OPERATING PROCEDURE

Please call (602) 256-3189, or e-mail firechief.pfd@phoenix.gov to request “Phoenix Regional Standard Operating Procedures”, also known as “Volume II”.

EXHIBIT C FEES AND CHARGES

EXAMPLE

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Annual Dispatch, Equipment, System, and CAD Fees
Fiscal Year 2019/2020
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
TBD

Schedule A Example

I. Dispatch Service Fee			
	<u>Per Dispatch Fee</u>	<u>Dispatch Count *</u>	<u>Total</u>
FD Dispatches	\$22.47	5,000	\$112,350.00
Private Ambulance Dispatches	\$13.64	100	\$1,364.00
Helicopter Dispatches	\$13.64	10	\$136.40
	<u>Total Dispatch Service Fees:</u>		<u>\$113,850.40</u>
II. General Maintenance Service Fees			
	<u>\$ / Unit</u>	<u># Units</u>	<u>Ext \$</u>
Station Pack Maint. - FD	\$9,300	5	\$46,500.00
Temp Station Pack Maint. - FD	\$9,300	1	\$9,300.00
MCT/AVL Maint. - FD	\$4,100	10	\$41,000.00
Airmobile Maint. - FD	\$4,100	5	\$20,500.00
	<u>Total Specific Maintenance Service Fees:</u>		<u>\$117,300.00</u>
III. Network System Fees			
	<u>\$ / Unit</u>	<u># Units</u>	<u>Ext \$</u>
Temp Station Pack Rental - FD	\$8,500	1	\$8,500.00
Network System Fee - FD	\$17,400	1	\$17,400.00
Additional PCMSS licenses - FD	\$200	1	\$200.00
MCT Lite - FD	\$480	1	\$480.00
	<u>Total Network System Fees:</u>		<u>\$8,500.00</u>
IV. CAD System Fees			
	<u>Per Dispatch Fee</u>	<u>Dispatch Count *</u>	<u>Total</u>
CAD Modernization Service Fee - FD	\$5.00	5,000	\$25,000.00
CAD Maintenance Service Fee - FD	\$1.00	5,000	\$5,000.00
	<u>Total CAD System Fees:</u>		<u>\$30,000.00</u>
V. GIS & Data Analytics Fees			
	<u>Per Dispatch Fee</u>	<u>Dispatch Count *</u>	<u>Total</u>
GIS & Data Analytics Fee - FD	\$1.00	5,000	\$5,000.00
	<u>Total GIS & Data Analytics Fees:</u>		<u>\$5,000.00</u>
Total Schedule A:			\$274,650.40

The Dispatch Service, Specific Maintenance, Network System, CAD System, and GIS & Data Analytics fees for the [Name of Agency] are \$274,650.40. The City of Phoenix will invoice the Name of Jurisdiction on a quarterly basis in the amount of \$68,662.60.

Dispatch counts are calculated from the total number of dispatches occurring from July 2017 through June 2018.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Annual Amortized Equipment & Dispatch Cost Estimates
Fiscal Year 2019/2020
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
106003

City of Avondale

I. Dispatch Service Fee

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$22.47 - Avondale - FD	\$22.47	8,569	\$192,545.43
\$13.64 - Avondale - PMT	\$13.64	9	\$122.76
\$13.64 - Avondale - AMR	\$13.64	5,372	\$73,274.08
\$13.64 - Avondale - BUW	\$13.64	1	\$13.64
Total Dispatch Service Fees:			<u>\$265,955.91</u>

II. General Maintenance Service Fee

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
Station Pack Maint. - Avondale - FD	\$9,300	4	\$37,200.00
MCT Maint - Avondale - FD	\$4,100	14	\$57,400.00
MCT Maint - Avondale - AMR	\$4,100	2	\$8,200.00
Airmobile Maint - Avondale - FD	\$4,100	4	\$16,400.00
Total Specific Maintenance Service Fees:			<u>\$119,200.00</u>

III. Network System Fees

	<u>\$ / Unit</u>	<u># Units</u>	<u>Total</u>
WAN/LAN System Fee - Avondale - FD	\$17,400	1	\$17,400.00
MCT Lite Wireless Connection - Avondale - FD	\$480	1	\$480.00
Total Network System Fees:			<u>\$17,880.00</u>

IV. CAD System Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
CAD Modernization Service Fee - Avondale - FD	\$5.00	8,569	\$42,845.00
CAD Maintenance Service Fee - Avondale - FD	\$1.00	8,569	\$8,569.00
Total CAD System Fees:			<u>\$51,414.00</u>

V. GIS & Data Analytics Fees

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
GIS & Data Analytics Fee - Avondale - FD	\$0.00	8,569	\$0.00
Total GIS & Data Analytics Fees:			<u>\$0.00</u>

Total Schedule A: \$454,449.91

The Dispatch Service, Specific Maintenance, Network System, and CAD System Fees for the City of Avondale are \$454,449.91. The City of Phoenix will invoice the City of Avondale on a quarterly basis in the amount of \$113,612.48.

Fees based on dispatch counts are calculated from the number of dispatches that have occurred during fiscal year ending June 30, 2018.

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Annual Amortized Equipment & Dispatch Cost Estimates
Fiscal Year 2019/2020
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
106003

City of Avondale - Private Ambulances (subset)

I. Dispatch Service Fee

	<u>\$ / Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$13.64 - Avondale - PMT	\$13.64	9	\$122.76
\$13.64 - Avondale - AMR	\$13.64	5,372	\$73,274.08
\$13.64 - Avondale - BUV	\$13.64	1	\$13.64
Total Dispatch Service Fees:			<u>\$73,410.48</u>

II. General Maintenance Service Fee

	<u>\$ / Unit</u>	<u># Units</u>	<u>Ext \$</u>
MCT Maint - Avondale - AMR	\$4,100	2	\$8,200.00
Total Specific Maintenance Service Fees:			<u>\$8,200.00</u>

III. Network System Fees

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

IV. CAD System Fees

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

V. GIS & Data Analytics Fees

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

Total Schedule A: \$81,610.48

FINAL

City of Phoenix Fire Department
Regional Dispatch Center Partners
Computer Aided Dispatch Consortium
Annual Amortized Equipment & Dispatch Cost Estimates
Fiscal Year 2019/2020
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
106003

City of Avondale - Helicopter Transports (subset)

I. Dispatch Service Fee

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

II. General Maintenance Service Fee

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

III. Network System Fees

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

IV. CAD System Fees

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

V. GIS & Data Analytics Fees

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

Total Schedule A:	<u>\$0.00</u>
--------------------------	----------------------

City of Phoenix Fire Department
Computer Aided Dispatch Consortium
Agency Equipment Replacement Balance Ledger

City of Avondale
May 15, 2019

Unrestricted Replacement Fund (Station Packs)

Beginning Unrestricted Balance: \$ 211,834.00

Date	Station #	Details	Remedy Ticket #	Amount
12/05/2018	FS 172	Speaker & Signs Add-On		\$ 2,235.80

Unrestricted Balance Total Usage To Date: \$ 2,235.80

Unrestricted Ending Balance: \$ 209,598.20

Restricted Replacement Fund (Airmobile Devices, MCT's, Routers, and Switches)

Beginning Restricted Balance: \$ 165,373.87

Equipment Type	Beginning Count	Replacements To Date	Remaining Qty to be Replaced	Notes	Amount
Airmobile	4		4		
MCT's	16	1	15		\$ 4,928.08
Routers	1		1		
Switches	4		4		

Restricted Balance Total Usage To Date: \$ 4,928.08

Restricted Ending Balance: \$ 160,445.79

Total Replacement Ending Fund Balance \$ 370,043.99

Computer Aided Dispatch Consortium
Agency Equipment Replacement Balance Ledger

Replacement Activity

[illegible]

CITY COUNCIL REPORT

SUBJECT: Minor Land Division - Avondale Commerce Park (Application PL-19-0080)

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

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

PURPOSE:

City Council will consider a request by Mr. James A. Brucci, Hunter Engineering for approval of Application PL-19-0080 Avondale Commerce Park Minor Land Division on 34.7 net acres of property located at the southwest corner of 101st Avenue and Roosevelt Street. The proposed Minor Land Division will dedicate public right-of-way, sidewalk easements, and utility easements for Pierce Street, 103rd Avenue, Roosevelt Street, and 101st Avenue. The Council will take appropriate action.

BACKGROUND:

The 34.7-acre vacant site was annexed into the City on March 17, 1986 and zoned Agricultural (AG). On March 17, 2008, City Council approved a Rezoning (case Z-07-7) to Planned Area Development (PAD) for commerce park, general industrial, and community commercial uses. Several PAD Time Extensions have been approved by Council with the most recent approval on March 25, 2019 (case PL-19-0018) for two-years expiring on March 25, 2021.

The Avondale Commerce Park development has received Site Plan/Design Review approval. The project includes two, single-story buildings totaling approximately 652,146 square feet which will accommodate industrial warehouse type uses.

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

NORTH: Avondale Automall, zoned PAD

SOUTH: Vacant, undeveloped property that is zoned PAD as part of Avondale Commerce Park

EAST: Interstate Commerce Center industrial park with Pilot Travel Center, zoned PAD

WEST: Copper State Rubber properties both vacant and developed land, zoned Commerce Park

SUMMARY OF REQUEST:

The applicant is requesting approval of a Minor Land Division (Exhibit C). The proposed Minor Land Division dedicates public right-of-way and easements as follows:

103rd Avenue - 40' right-of-way, 8' public utility easement (PUE), and sidewalk easement

Roosevelt Street - 50' right-of-way, 8' PUE

101st Avenue - 40' right-of-way, 8' PUE, and sidewalk easement

Pierce Street - 40' right-of-way, 8' PUE, and sidewalk easement

PUBLIC INPUT:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

- The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Minor Land Division complies with all applicable City documents, including but not limited to, the Avondale Subdivision Regulations, Zoning Ordinance, General Plan 2030, and the General Engineering Requirements Manual.
- Approval of the proposed Minor Land Division will dedicate right-of-way and easements necessary to serve the future development of the property.
- Approval of the Minor Land Division conforms to the boundaries of the site plan approved with the Site Plan/Design review application on March 25, 2019.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development.

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

DISCUSSION:

1. The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-19-0080.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-19-0080, a Minor Land Division request for property located at the southwest corner of 101st Avenue and Roosevelt Street.

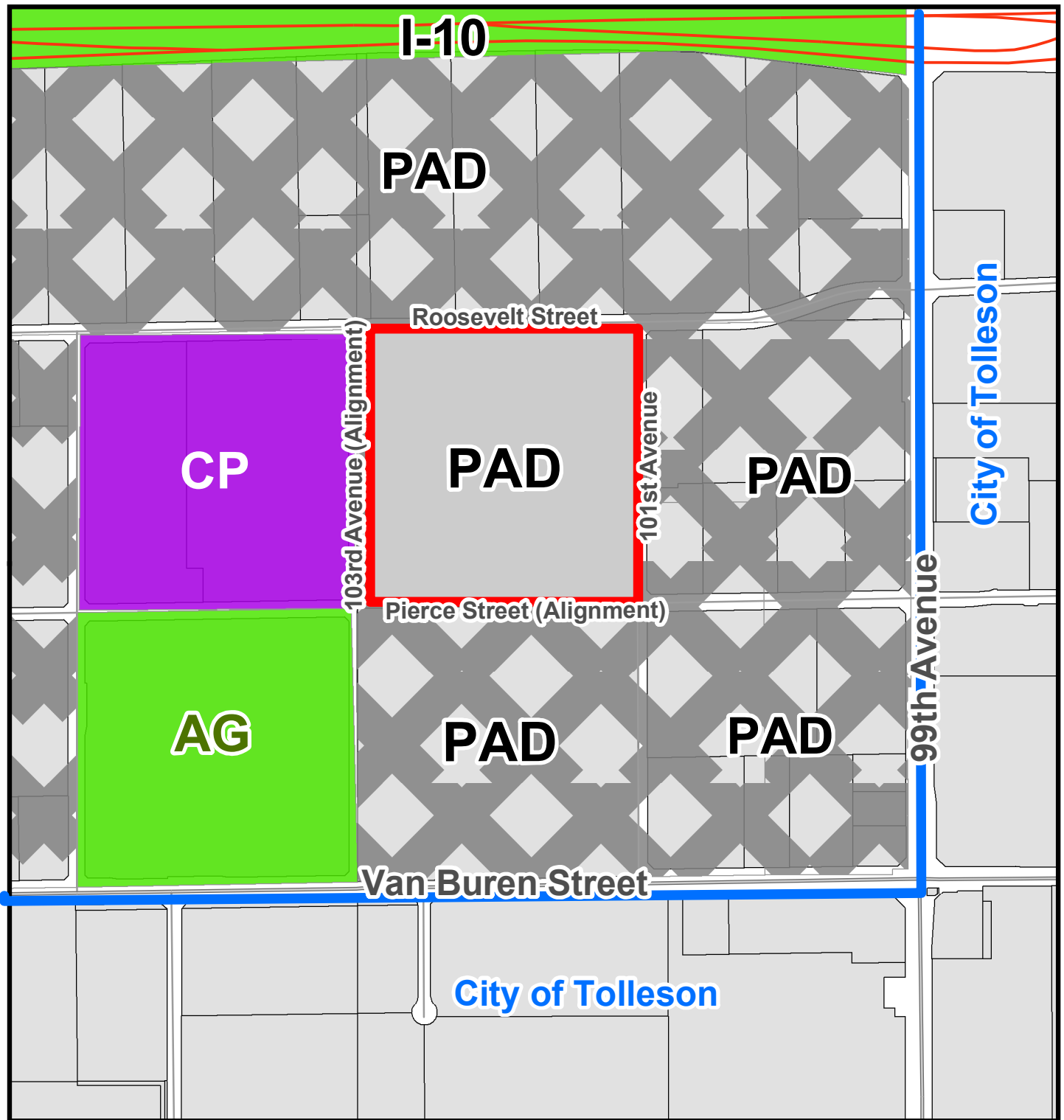


Aerial Photograph



 Subject Property





Zoning Vicinity Map

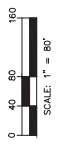


Subject Property





LINE		BEARING	DISTANCE
L1	L8	N89°55'17"W	8.00
L1	L9	S00°04'29"E	8.00
L1	L10	N89°53'21"W	7.50
L1	L11	S00°03'53"E	788.3
L1	L12	S89°56'15"E	7.50
L1	L13	S89°56'15"E	7.99
L1	L14	S89°55'17"E	8.00
L1	L15	S45°05'46"W	7.78
L1	L16	S00°05'46"W	433.3
L1	L17	S44°05'46"E	7.78
L1	L18	N00°04'29"E	8.00
L1	L19	S89°53'21"W	1194.31
L2	L20	N00°07'29"E	8.00
L2	L21	S89°53'21"W	7.81
L2	L22	S89°53'21"W	9.00
L2	L23	S89°53'21"W	1194.31
L2	L24	S00°07'29"E	8.00
L2	L25	N00°04'29"E	8.00
L2	L26	S89°53'21"W	1194.31
L2	L27	N00°07'29"E	9.00
L2	L28	S89°53'21"W	7.81
L2	L29	S00°07'29"E	9.00
L2	L30	S89°53'21"W	1194.31
L2	L31	S00°04'29"E	8.00
L2	L32	S89°53'21"W	8.00
L2	L33	S89°53'21"E	578.2
L3	L34	N89°53'21"E	8.00
L3	L35	S89°53'21"E	8.00
L3	L36	N00°07'29"E	8.00
L3	L37	S89°53'21"E	81.66
L3	L38	N00°07'29"E	9.00
L3	L39	S89°53'21"E	7.86
L3	L40	N89°53'21"E	8.00



- LEGEND:**
- | | |
|---|--|
| — | BRASS CAP IN HANDHOLE |
| ● | FOUND IRON BAR/CAP |
| ○ | BRASS CAP FLUSH |
| ○ | SET REBAR & CAP STAMPED
"RLS 29865" |
| — | MONUMENT LINE |
| — | PROPERTY LINE |
| — | EASEMENT LINE |
| — | RIGHT-OF-WAY LINE |

CITY COUNCIL REPORT

SUBJECT: Minor Land Division - Woo Property (Application PL-18-0263)

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Department Director

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

PURPOSE:

City Council will consider a request by Mr. David Kenyon, Kenyon Architects, LLC. for approval of Application PL-18-0263 Woo Property Minor Land Division on 2.37 acres of land located at the southwest corner of Buckeye Road and El Mirage Road. The proposed Minor Land Division subdivides the subject site into two parcels and dedicates public right-of-way and utility easements. The Council will take appropriate action.

BACKGROUND:

The 2.37-acre site was originally annexed into the City of Avondale in 1976 with the adoption of Ordinance No. 240. Upon annexation, there were two structures on the subject site, one unidentified structure and the other a convenience market. Archived aerial maps indicate the unidentified building was removed from the site between 1976 and 1993. Only the Fiesta Barn convenience market remains today.

On March 25, 2019, Council approved a Minor General Plan Amendment request (Application PL-18-0261) changing the property's land use designation from Medium Density Residential to Local Commercial. At the same meeting, Council also approved a Rezoning request (Application PL-18-0262) changing the property's zoning from R1-6 (Single-Family Residential) to C-2 (Community Commercial). The combined approvals brought the site into conformance with the General Plan 2030 which designates the property as Local Commercial.

The subject property has frontage on two (2) streets; Buckeye Road to the north and El Mirage Road to the east. The surrounding properties and zoning are as follows:

North: Buckeye Road and the southern portion of the Coldwater Springs residential subdivision, zoned PAD

South: Coldwater Springs Phase III residential subdivision, also known as Diamond Ridge Place, zoned PAD

East: Coldwater Springs Phase III residential subdivision, also known as Cambridge Estates, zoned PAD

West: Vacant undeveloped land zoned R1-6 (Single-Family Residential)

SUMMARY OF REQUEST:

This Minor Land Division application is being processed to subdivide the 2.37-acre site into two separate lots, dedicate public right-of-way adjacent to the property's El Mirage Road frontage, and dedicates a public utility easement (PUE) adjacent to El Mirage Road as follows. Buckeye Road is in Maricopa County jurisdiction and

built to ultimate right-of-way improvements.

Lot 1 – Contains 22,180 square feet (0.51 acres)

Lot 2 – Contains 80,971 square feet (1.86 acres)

El Mirage Road - 50' of right-of-way for 225 linear feet and an 8' PUE for 220 linear feet.

PUBLIC PARTICIPATION:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

- The proposed Minor Land Division has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Minor Land Division complies with all applicable City documents, including but not limited to, the Avondale Subdivision Regulations, Zoning Ordinance, General Plan 2030, and the General Engineering Requirements Manual.
- Approval of the proposed Minor Land Division will dedicate right-of-way and easements necessary to serve the property's future development.

DISCUSSION:

1. The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. 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.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development.

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

BUDGET IMPACT:

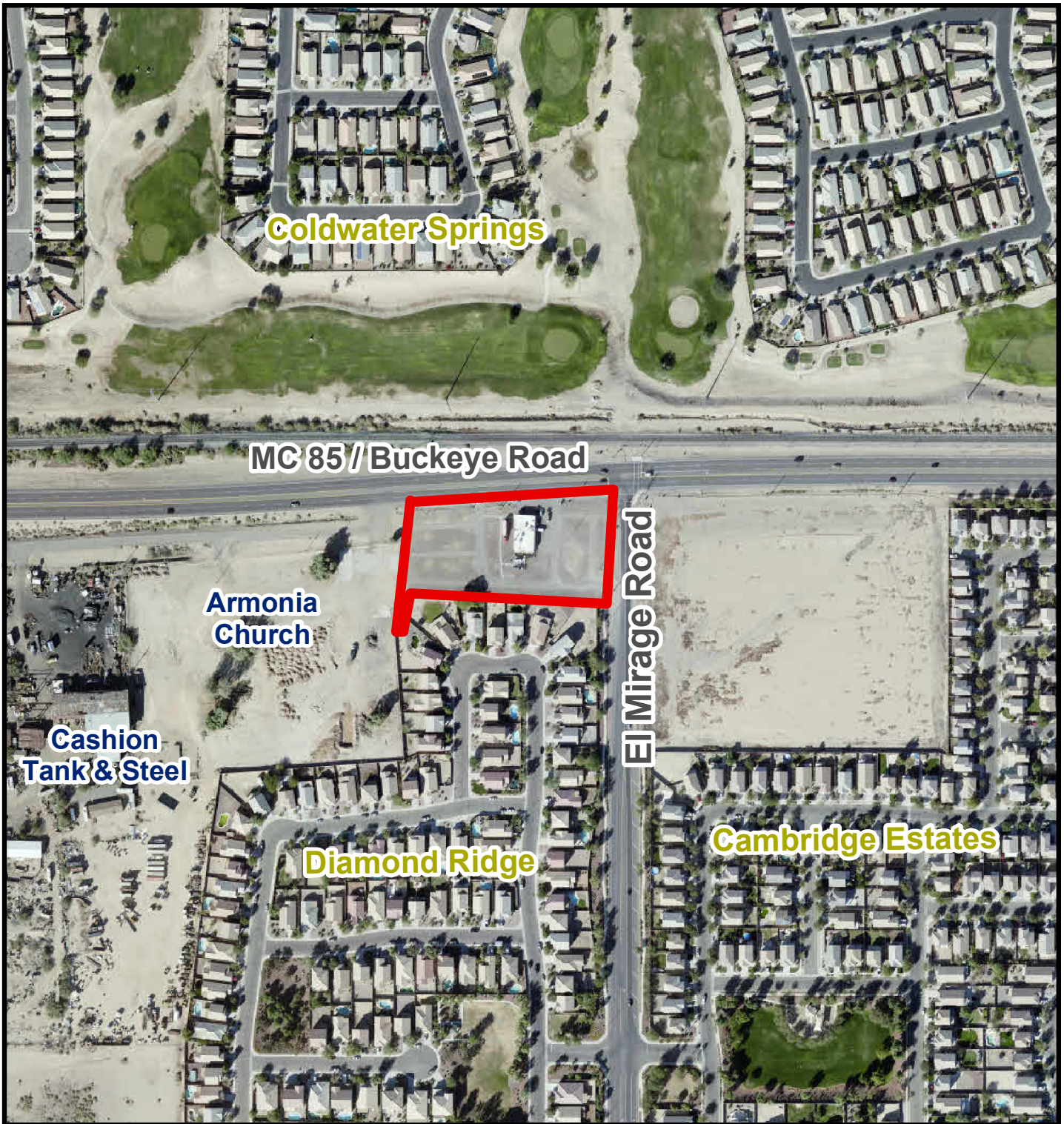
This item has no budget impact.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-18-0263.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-18-0263 Woo Property, a Minor Land Division request for property located at the southwest corner of Buckeye Road and El Mirage Road.

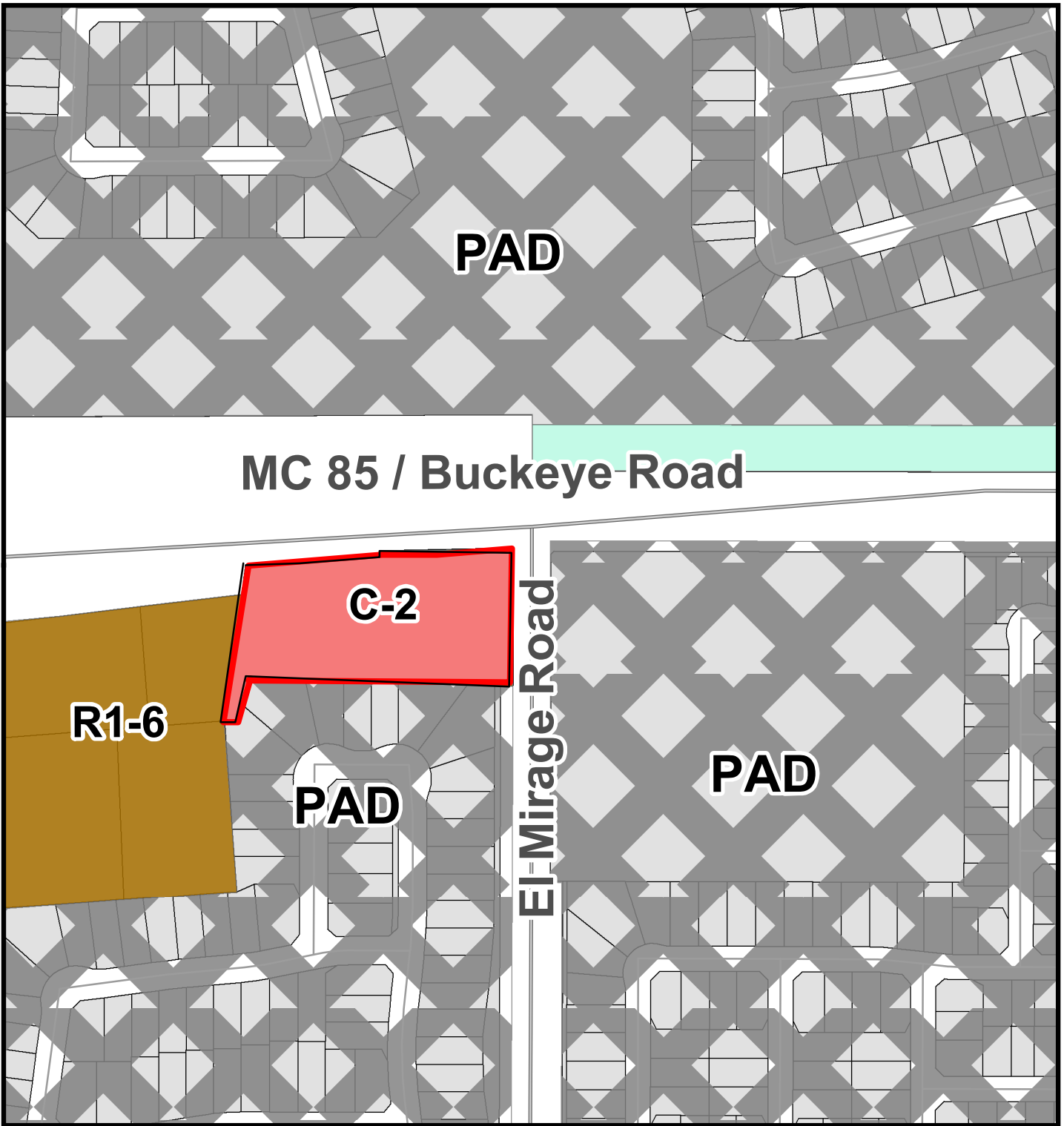


Aerial Photograph



 Subject Property



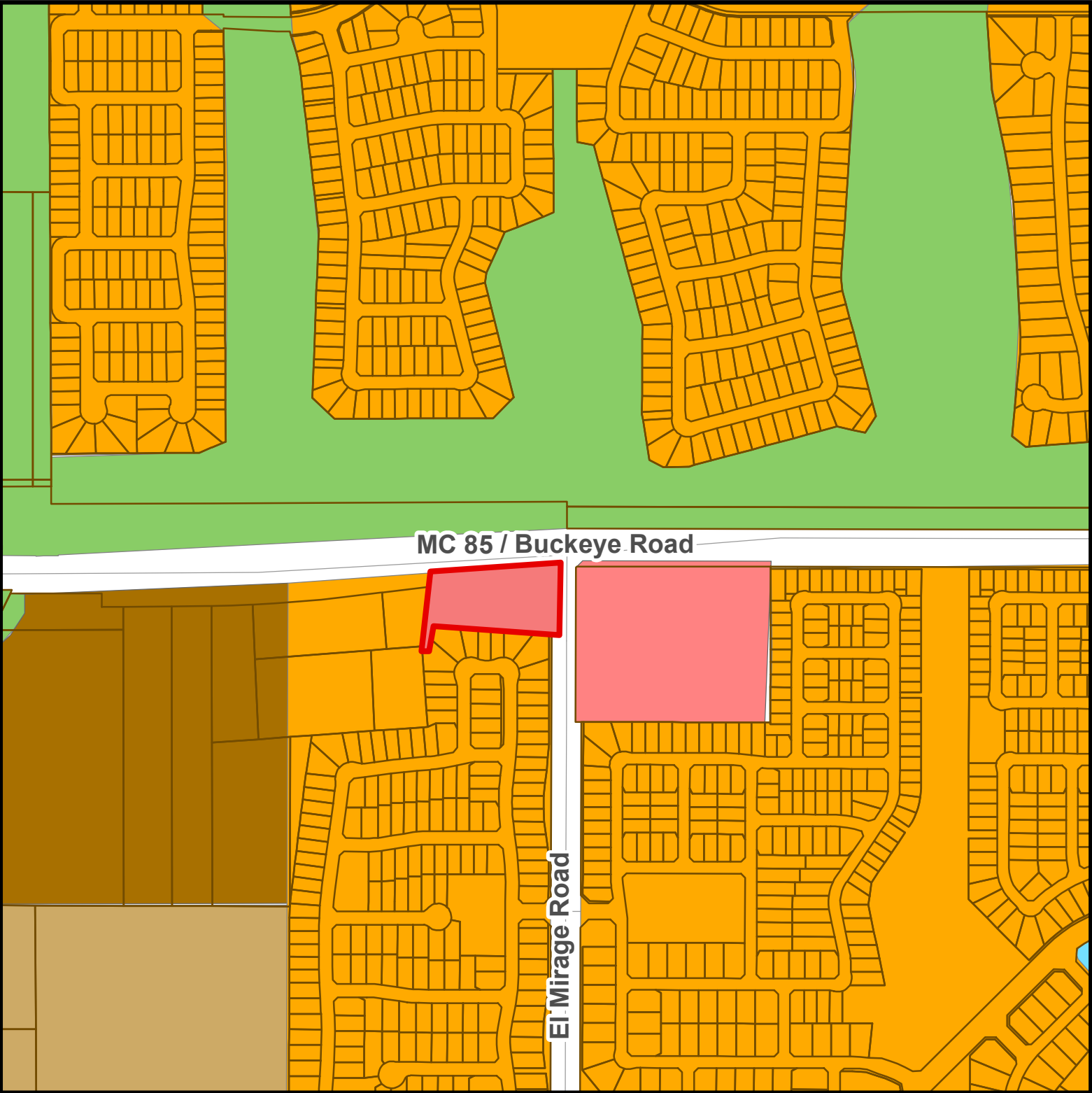


Zoning Vicinity Map



Subject Property





MC 85 / Buckeye Road

El Mirage Road



General Plan Land Use Map

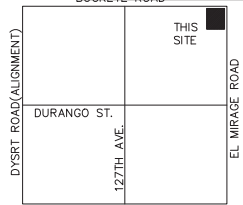


- | | |
|---|---|
|  Medium Density Residential |  High Density Residential |
|  Local Commercial |  Medium/High Density Residential |
|  Open Space | |



Subject Property

Exhibit D



SEC. 14 T1N., R1W.
VICINITY MAP
N.T.S.

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14 T1N., R2W ACCORDING TO THE FINAL PLAT OF DIAMOND RIDGE PLACE RECORDED IN BOOK 598 OF MAPS, PAGE 04 M.C.R. THE LINE WHICH BEARS SOUTH 00° 02' 00" WEST.

FLOOD ZONE

THIS PROPERTY IS LOCATED ON THE FLOOD INSURANCE RATE MAP(FIRM) ZONE X. COMMUNITY NUMBER 000008 MAP NUMBER 000008 SUFFIX 04013C2140M PANEL NUMBER 2165 EFFECTIVE DATE OF FIRM NOVEMBER 4, 2015.

PARCEL AREA TABLE

THIS PARENT PARCEL CONTAINS 106,893.45 SQ. FT. OR 2.47 ACRES.
LOT 1 CONTAINS 22,180 SQ. FT. OR 0.51 ACRES.
LOT 2 CONTAINS 80,971 SQ. FT. OR 1.86 ACRES

PARENT PARCELS SITE ADDRESS

ASSESSORS PARCEL NUMBERS 500-40-003A
SITE ADDRESS: 12301 WEST BUCKEYE ROAD AVONDALE, ARIZONA 85323
ZONING: R1-6

PERTINENT DOCUMENTS

- 1.) PLSS SUBDIVISION GEODETIC DENSIFICATION AND CADASTRAL RECORDED IN BOOK 604 OF MAPS, PAGE 38 M.C.R.
- 2.) FINAL PLAT OF DIAMOND RIDGE PLACE RECORDED IN BOOK 598 OF MAPS, PAGE 04 M.C.R.
- 3.) QUIT-CLAIM DEED 1999-1071483 M.C.R.
- 4.) TITLE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT DATE: MARCH 27, 2018 AT 7:30 A.M. ORDER NO. 5905785

SCHEDULE B SECTION II ITEMS

2. THE LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF: (A) INCLUSION THEREOF WITHIN THE BOUNDARIES OF THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT; (B) MEMBERSHIP OF THE OWNER THEREOF IN THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, AN ARIZONA CORPORATION AND (C) THE TERMS OF ANY WATER RIGHT APPLICATION MADE UNDER THE RECLAMATION LAWS OF THE UNITED STATES FOR THE PURPOSE OF OBTAINING WATER RIGHTS FOR SAID LAND.

3. AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED AS DOCKET 1697, PAGE 303,(UNLEASIBLE)

4. AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED AS DOCKET 1770, PAGE 177.

5. A PLAT RECORDED AS BOOK 10, PAGE 36 OF ROAD MAPS, PURPORTING TO SHOW A COUNTY ROADWAY.

6. AN EASEMENT FOR ELECTRIC TRANSMISSION LINE AND INCIDENTAL PURPOSES, RECORDED AS DOCKET 1985, PAGE 424.

7. AN EASEMENT FOR OVERHEAD AND UNDERGROUND POWER LINES AND INCIDENTAL PURPOSES, RECORDED AS DOCKET 7200, PAGE 921.

8. ALL MATTERS AS SET FORTH IN WARRANTY DEED, RECORDED AS 2006-1550179 OF OFFICIAL RECORDS.

9. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

OWNER/DEVELOPER

DONALD H. WOO AND GINGER WOO
FAMILY LIMITED PARTNERSHIP #1
2469 S GAUCHO STREET
MESA, ARIZONA 85202
CONTACT: DONALD WOO
PHONE: 602-295-1495

SURVEYOR

EXTREME LAND SURVEYING, INC.
8701 EAST VISTA BONITA DRIVE STE. 210
SCOTTSDALE, ARIZONA 85255
CONTACT: MIKE F. JENNINGS
PHONE: 602-574-6171

CERTIFICATION

THIS IS TO CERTIFY THAT THE "MINOR LAND DIVISION" MAP OF THE PREMISES DESCRIBED AND SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JUNE, 2016 AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

5/17/19
MIKE F. JENNINGS R.L.S. #32788 DATED:

EXTREME LAND SURVEYING, INC.

8701 EAST VISTA BONITA DRIVE STE. 210 - SCOTTSDALE, ARIZONA 85255
PHONE 602.574.6171 - PHONE 602.008.0643
E-MAIL: M.F.JENNINGS@EMAIL.COM

MINOR LAND DIVISION

LOT SPLIT FOR DONALD H. WOO AND GINGER WOO
FAMILY LIMITED PARTNERSHIP #1
12301 WEST BUCKEYE ROAD

5030
SHEET
1 OF 2

MINOR LAND DIVISION

LOT SPLIT FOR DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1
A PORTION NORTHEAST QUARTER, SECTION 14, T1N., R1W.,
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
12301 WEST BUCKEYE ROAD

OWNERS: DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOWN ALL MEN BY THESE PRESENTS:
THAT DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1 HAS CREATED A "MINOR LAND DIVISION" OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS "MINOR LAND DIVISION" AND HEREBY DECLARES SAID "MINOR LAND DIVISION" SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS CONSTITUTING THE SAME AND THAT THE LOTS AND STREETS SHALL BE KNOWN BY THE NUMBER AND NAME THAT IS GIVEN EACH RESPECTIVELY ON SAID "MINOR LAND DIVISION", AND THAT DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1, AS OWNER, HEREBY DEDICATES IN FEE ALL RIGHT, TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH; THE STREET RIGHTS-OF-WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF AVONDALE FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF, DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1, AS OWNER, HAS HERETOIN CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF DONALD WOO, AS TRUSTEE THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2019.

BY: _____
DONALD WOO, TRUSTEE, DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1

BY: _____
GINGER WOO, TRUSTEE, DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

BEFORE ME THIS ____ DAY OF _____, 2019, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF _____ THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

MY COMMISSION EXPIRES _____
NOTARY PUBLIC EXPIRES _____

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

BEFORE ME THIS ____ DAY OF _____, 2019, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE _____ OF _____ THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

MY COMMISSION EXPIRES _____
NOTARY PUBLIC EXPIRES _____

APPROVALS AND ACCEPTANCE OF DEDICATION

"MINOR LAND DIVISION" APPROVED AND DEDICATED RIGHT-OF-WAY ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

APPROVED BY THE CITY OF AVONDALE, ARIZONA. THIS ____ DAY OF _____, 2019.

BY: _____
MAYOR DATED _____

ATTEST: _____
CITY CLERK DATED _____

BY: _____
CITY ENGINEER DATED _____



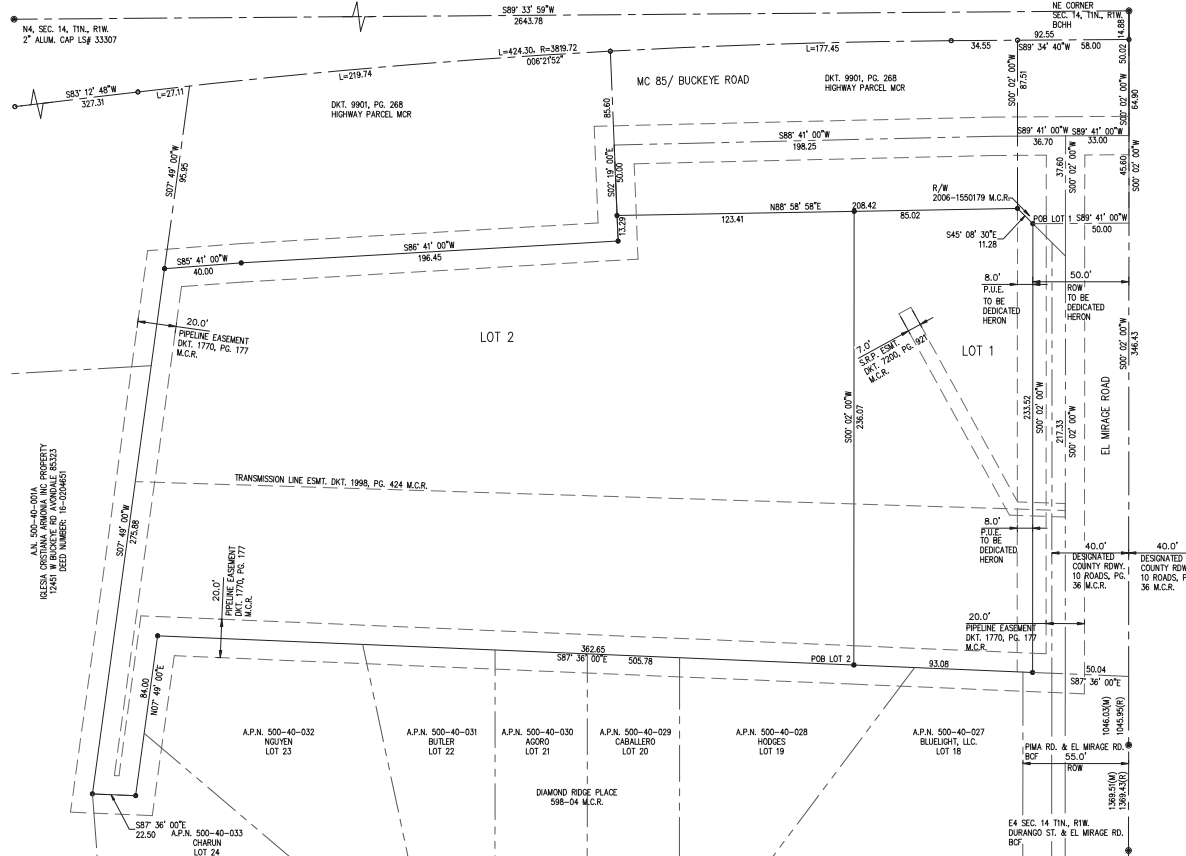
SCALE: 1" = 30'



MINOR LAND DIVISION

LOT SPLIT FOR DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1
A PORTION NORTHEAST QUARTER, SECTION 14, T1N., R1W.,
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
12301 WEST BUCKEYE ROAD

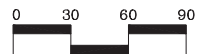
OWNERS: DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1



LEGEND

- MONUMENT SECTION CORNER AS NOTED
- PROPERTY CORNER, SET 1/2" REBAR L.S.# 32788
- BCF BRASS CAP FLUSH
- SCFH BRASS CAP IN A HAND HOLE
- MONUMENT LINE
- PROPERTY LINE
- SUBDIVISION BOUNDARY
- PUBLIC UTILITY EASEMENT
- SUBDIVISION CORNER, SET PER MAG DTL 120 TYPE C
- SUBDIVISION CORNER, SET PER MAG DTL 120 TYPE B

ABBREVIATIONS:
RIGHT-OF-WAY ROW
PUBLIC UTILITY EASEMENT PUE
BUILDING SETBACK LINE BSL
CITY OF AVONDALE COA
PUBLIC ACCESS EASEMENT PAE



SCALE: 1" = 30'



EXTREME LAND SURVEYING, INC.

8701 EAST VISTA BONTA DRIVE STE. 210 • SCOTTSDALE, ARIZONA 85255
PHONE 602.574.0171 • PHONE 602.508.0643
E-MAIL: KSL@EXTREMLANDSURV.COM

RDA M.J. CSD M.J. DATES 05/08/18 SCALE HORIZ 1"=30' VERT N.A.	MINOR LAND DIVISION LOT SPLIT FOR DONALD H. WOO AND GINGER WOO FAMILY LIMITED PARTNERSHIP #1 12301 WEST BUCKEYE ROAD	JWB 5030 SHEET 2 of 2
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CITY COUNCIL REPORT

SUBJECT: League of Arizona Cities and Towns Resolutions

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Jessica Blazina, Intergovernmental Affairs Administrator, 623.333.1612

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

PURPOSE:

This is a request for the City Council to review, discuss, and provide direction on the proposed resolutions which will be voted on at the August 20, 2019 League of Arizona Cities and Towns (LACT) Resolutions Committee meeting.

BACKGROUND:

Annually, the League of Arizona Cities and Towns solicits resolutions from municipalities to be considered by the League Resolutions Committee. Each of the cities and towns will be represented at the Committee meeting, and each will have an opportunity to state their position and vote as appropriate on each resolution. The Mayor of each city represents their municipality on the Committee.

This year, Policy Committees met to review and provide recommendations to the Resolutions Committee. Policy Committees included: Budget, Finance and Economic Development; General Administration, Human Resources, and Elections; Neighborhoods, Sustainability and Quality of Life; Public Safety, Military Affairs, and the Courts; and Transportation, Infrastructure and Public Works. Policy Committees reviewed, discussed, and forwarded recommended resolutions to the full Resolutions Committee.

The final adopted resolutions will become part of the LACT's Municipal Policy Statement, and incorporated into the League's 2020 Legislative Agenda.

DISCUSSION:

Policy Committees met throughout the year to review the proposed resolutions and make recommendations to the full Resolutions Committee. The Committees categorized the resolutions into the following areas: recommend adoption, recommend adoption with amendments, not recommended, and significant municipal issue. The significant municipal issue category is intended to recognize issues that are important to cities but not appropriate for the League as a whole to seek legislation.

The full Resolutions Committee, composed of representatives from each of Arizona's 91 cities and towns, is scheduled to meet on August 20th at the League's Annual Conference to consider the recommendations made by the Committees.

The table below is a summary of the proposed resolutions and is organized by the Policy Committees recommended actions. The chart also contains Avondale Staff recommended positions. The 2019 Proposed Resolutions packet includes the full text of each resolution.

Number	Resolution	Avondale Staff Recommendation
BFED 1	Further study and explore legislation to address the property tax code regarding “salvage” property valuations and establish a revolving fund available to cities and towns to fund blight abatement efforts.	Support
GAHRE 1	Allow governing bodies the ability to address security measures for emergency situations as part of an executive session during a council meeting.	Support
GAHRE 2	Allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper.	Support
TIPW 1	Support federal legislation enacting the Nogales Wastewater Fairness Act that will apportion the costs for the operation and maintenance of the Nogales International Wastewater Treatment Plant and the International Outfall Interceptor based on the average daily volume of wastewater originating from Nogales, Arizona and Nogales, Sonora.	Support
NSQL 1	Amend statute to allow local regulation of investor-owned short-term home rentals.	Support
NSQL 2	Support legislation for Arizona to ratify the Equal Rights Amendment.	Neutral
League Staff 1	Support appropriations for the Heritage Fund.	Support

Budget, Finance and Economic Development – BFED

General Administration, Human Resources and Elections – GAHRE

Neighborhoods, Sustainability and Quality of Life – NSQL

Public Safety, Military Affairs and the Courts – PSMAC

Transportation, Infrastructure and Public Works – TIPW

These are the only items that will be voted on. The other submissions that did not move forward as resolutions will be explained at the Resolutions Committee.

BUDGET IMPACT:

There is no budgetary impact.

RECOMMENDATION:

For information, discussion, and direction.



1820 W. Washington • Phoenix, AZ 85007 • Phone: (602) 258-5786 • Fax: (602) 253-3874
Email: league@azleague.org • Web site: www.azleague.org

July 10, 2019

Dear Mayor,

Correspondence of July 9, 2019 sent from League staff on my behalf, announced Jenn Daniels, Mayor of Gilbert and a member of the League's Executive Committee, will serve as chairwoman of the Resolutions Committee at the League Annual Conference.

The chairs of five League Policy Committees will present the Resolutions discussed in their respective committees to the Resolutions Committee at the Annual Conference. League Staff will present the staff resolution.

Included in this packet you will find:

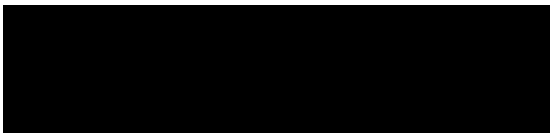
- Resolutions Committee Calendar
- Resolutions Committee Procedures
- Policy Committee Reports and Resolutions
- Proposed League Staff Resolution

As the first order of business at the conference, the Resolutions Committee will meet on **Tuesday, August 20, 2019 at 1:30 p.m.** Lunch will be available starting at **12:30 p.m.** The actions of the full Resolutions Committee will be formally adopted at the League's Annual Business Meeting on **Thursday August 22, 2019 at 4:00 p.m.**

If you have not accepted your appointment or designated a council representative to serve your city/town on the 2019 Resolutions Committee, please make that appointment [here](#).

We look forward to having all member cities and towns participate on the Resolutions Committee. If you have any questions or comments regarding the Resolutions Committee, your appointment or the resolutions submittal process, please do not hesitate to contact the League office.

Sincerely,



Mayor Christian Price, Maricopa
League President

Enclosures

cc (via email): Managers, Clerks without Managers, Intergovs

2019 Resolutions Committee Calendar

- April:** Mayor Daniels appointed as 2019 Resolutions Committee chair
- April-June:** Policy Committees meet
- July 9:** League sends email requesting mayors or council designees register to represent their city/town on Resolutions Committee
- July 10:** League sends out resolutions packet to membership
- August 20:** Resolutions Committee Meeting at the League Annual Conference in Tucson
- August 22:** Resolutions ratified at the Annual Business Meeting

League of Arizona Cities and Towns Resolutions Committee Procedures

1. Resolutions Committee Appointment

The President shall appoint the Chairman at least two (2) months prior to the Annual Conference and appoint members of the Resolutions Committee. Only one elected official from each city or town shall be appointed to the Committee and shall cast the vote of such city or town. Municipal staff are ineligible to serve on the committee.

2. Duties

The Resolutions Committee shall adopt statements of policy amending the annual Municipal Policy Statement, special resolutions and such other resolutions of courtesy, commendation or appreciation as the Committee deems appropriate.

3. Submission of Resolutions

- A. Except as otherwise provided, all proposed resolutions submitted by a city or town, including resolutions of courtesy, commendation or appreciation, must be considered by the Policy Committees by submitting the resolution to the Chairman of the Committee or to the League office. The resolutions process allows cities and towns to submit policy ideas to the League at any time during the year without the requirement of a co-sponsoring city or town. If approved by a policy committee, League staff will draft the resolution for presentation to the full Resolutions Committee. Sponsoring cities and towns, or other interested stakeholders may be consulted to provide more information on the idea and may be invited to speak to the issue at one of the policy committee meetings. Submissions received after July 6 may not be processed in time for the Annual Conference.
- B. Except in the case of emergency as determined by the Chair of the Resolutions Committee, no resolutions submitted by a city or town after the deadline specified in subsection A of this section or that have not been vetted by the Policy Committees may be considered.
- C. League staff may submit resolutions for consideration by the full Resolutions Committee if there are issues that have not been addressed through the policy committee process.

4. Resolutions Committee Process

- A. The President shall assign submissions to the relevant Policy Committee. The Policy Committees will review submissions and develop pertinent resolutions for consideration by the Resolutions Committee. Except for the provisions of subsection 3, only resolutions advanced by the Policy Committees shall be discussed at the Annual Conference Resolutions Committee.
- B. Resolutions shall be amended according to the process established by the Chairman of the Committee.
- C. The completed resolutions will go to the full Resolutions Committee at the Annual Conference for consideration. The chairs of each policy committee will be responsible

for presenting the resolutions and their committee activities to the full Resolutions Committee. Notice shall be given to each member at least four weeks in advance of the meeting.

5. Final Report

After the Resolutions Committee meeting, the Chairman of the Committee or a designee shall report to the entire league membership at the Annual Business Meeting those resolutions adopted by the Committee. Resolutions adopted by the Committee shall be formally adopted by the membership at the Annual Business Meeting and become the basis for the annual Municipal Policy Statement.

Policy Committee Reports

The following policy committee reports and resolutions are arranged in alphabetical order. The recommended resolutions are categorized by their respective committee initials and numbered according to the order in which they were approved.

Budget, Finance and Economic Development – BFED

General Administration, Human Resources and Elections – GAHRE

Neighborhoods, Sustainability and Quality of Life – NSQL

Public Safety, Military Affairs and the Courts – PSMAC

Transportation, Infrastructure and Public Works – TIPW

Number	Resolution	Sponsor	Notes
BFED 1	Further study and explore legislation to address the property tax code regarding “salvage” property valuations and establish a revolving fund available to cities and towns to fund blight abatement efforts.	Superior	
GAHRE 1	Allow governing bodies the ability to address security measures for emergency situations as part of an executive session during a council meeting.	Avondale	
GAHRE 2	Allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper.	Buckeye	
TIPW 1	Support federal legislation enacting the Nogales Wastewater Fairness Act that will apportion the costs for the operation and maintenance of the Nogales International Wastewater Treatment Plant and the International Outfall Interceptor based on the average daily volume of wastewater originating from Nogales, Arizona and Nogales, Sonora.	Nogales	
NSQL 1	Amend statute to allow local regulation of investor-owned short-term home rentals.	Sedona	
NSQL 2	Support legislation for Arizona to ratify the Equal Rights Amendment.	Quartzsite	
League Staff 1	Support appropriations for the Heritage Fund.	League	

These are the only items that will be voted on. The other submissions that did not move forward as resolutions will be explained at the Resolutions Committee.

Chair's Report of the Budget, Finance and Economic Development Policy Committee

Mayor Daryl Seymore, Show Low

Resolutions Committee Meeting, League Annual Conference

On **May 31, 2019**, the Budget, Finance and Economic Development committee (BFED) convened to discuss one policy issue submitted by the town of Superior. Below is a summary of the issue considered:

1. Blight remediation. **Superior (Policy Issue 1)**

Below is a summary of the committee discussion and recommendations:

Todd Pryor, Superior town manager, submitted **Policy Issue 1** regarding commercial property blight remediation. Mr. Pryor explained the issue of dilapidated commercial structures in Superior and other Copper Corridor communities has been an ongoing issue for several years and there is lack of resources to fully-address the problems. Property speculators have bought many parcels in the downtown area of Superior and have left the buildings vacant and in disrepair. He also highlighted that property tax laws have incentivized these property speculators to leave the buildings vacant rather than keep them up to code and in use. The town lacks standing on the State Equalization Board to appeal the “salvage” tax rates that are set for these properties, which has resulted in loss of revenue to the town that already lacks resources to abate blighted and deteriorated properties. Mr. Pryor shared examples of how other states have addressed similar issues.

After discussion and questions, Councilmember Joyce Clark (Glendale) moved to further study and explore legislation that will 1) address the property tax code regarding “salvage” property valuation and 2) establish a revolving fund available to cities and towns to fund abatement efforts in their communities. The motion passed unanimously.

Policy Issue	Disposition by Committee
1 Blight remediation	Resolution BFED 1

Daryl Seymore
Mayor of Show Low
Chair, Budget, Finance and Economic Development

BFED 1

League of Arizona Cities & Towns Resolution

Further study and explore legislation to address the property tax code regarding “salvage” property valuations and establish a revolving fund available to cities and towns to fund blight abatement efforts.

A. Purpose and Effect of Resolution

Communities throughout the state have been working to revitalize blighted and vacant properties in their downtown areas to spur economic growth following the Great Recession or after a major industry has left. Some communities, particularly in the Copper Corridor region, have had difficulty abating blighted properties because many of them were purchased by speculators that allow the buildings to fall into disrepair, become a health and safety hazard for the public and surrounding property owners, and degrade the commercial building stock of the community. Attempts to work with property owners to abate the issues have not been successful for a few common reasons: 1) tax laws allowing property speculators to receive a low tax rate, or “salvage rate,” for distressed properties; and 2) small cities and towns do not have resources available, like larger cities, to manage professional code enforcement and pursue legal remedies to hold property owners accountable. For these reasons, speculators have no incentive to repair, sell, or improve the property to become productive again, leaving these communities with few resources to bring their housing and commercial stock back into productivity.

B. Relevance to Municipal Policy

Any changes to state law would benefit communities throughout the state who are addressing similar issues.

C. Fiscal Impact to Cities and Towns

No anticipated fiscal impact to cities and towns, however, any legislative remedies may ease the costs associated with blight abatement and incentivize owners to improve their property to become productive again and improve the unequal property tax collections.

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state to further study this issue.

E. Contact Information:

Sponsoring City or Town: Superior

Name: Todd Pryor, town manager

Phone: (520) 689-5752

Email: manager@superioraz.gov

League Staff: Tom Savage

Chair's Report of the General Administration, Human Resources and Elections Committee

Mayor Anna Tovar, Tolleson

Resolutions Committee Meeting, League Annual Conference

On **May 31, 2019 and June 28, 2019**, the General Administration, Human Resources and Elections Committee (GAHRE) convened to discuss four policy issues submitted by Avondale, Buckeye, Bullhead City and Payson. Below is a summary of the issues considered by GAHRE:

1. Modify the ARS dealing with write-in candidates to include the requirement that a write-in candidate is only allowed in a municipal general (or run-off) election if there are less than two candidates on the ballot for each council seat to be filled and then only up to a maximum of two candidates on the ballot for each council seat to be filled. **Payson (Policy Issue 1)**
2. Resolve concerns with the Department of Economic Security's (DES) Business Enterprise Program regarding vending machines in city and county buildings. **Bullhead City (Policy Issue 2)**
3. Allow governing bodies the ability to address security measures for emergency situations as part of an executive session during a council meeting. **Avondale (Policy Issue 3)**
4. Allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper. **Buckeye (Policy Issue 4)**

Below is a summary of the committee discussion and recommendations:

The town of Payson submitted **Policy Issue 1** that would prohibit write-in candidates in a municipal general (or run-off) election if there are already two candidates on the ballot for each council seat to be filled and then only up to a maximum of two candidates on the ballot for each council seat to be filled.

The town of Payson explained that in the last municipal primary election for town council there were seven candidates for three council seats. Two of the candidates were elected outright in the primary and the next two candidates with the highest vote totals were slated to go to the general election for a run-off. After the canvass of the votes, an additional citizen decided to run as a write-in candidate in the general election against the two candidates who had participated in the primary election. The write-in candidate ended up winning the election with a plurality, but not a majority, of the votes cast. This was caused by there being more than two candidates for one position in the run-off election.

The committee agreed with the town that the insertion of a write-in candidate into a situation where two candidates from the primary election were already on the ballot created a situation where a winning candidate could be seated on the council without receiving a majority of the votes cast at the election, and that was a cause for concern. However, it was pointed out that a bill related to write-in candidates (based on a court decision in Kingman) was passed by the legislature

this year to ensure that in state statute the process for write-in candidates to be placed on the ballot in city and town elections be the same as the process for state elections. HB2134 was signed by the governor and will become effective on August 27 of this year. The committee unanimously decided, based on concerns about conflating this issue with HB2134, to give the League staff direction to communicate about this specific issue with members of the Legislature and Governor's Office to solicit feedback and pursue this item in a future legislative session.

The city of Bullhead City proposed **Policy Issue 2** to allow cities and towns to end their contracts with the Department of Economic Security (DES) and the Business Enterprise Program related to vending machine facilities in city and town buildings. The city felt that the original intent of the program was to allow visually impaired individuals an opportunity for employment through the servicing of these vending machines in public buildings. However, program reports show that since 2010 no person employed under the program had a visual disability. Furthermore, cities and towns pay the cost for housing, electricity and water for the machines and receive no reimbursement. In many instances, there has been no monitoring of the machines and food has been allowed to spoil with no one to contact to take care of the problem.

The committee discussed working with DES to address the issues. The committee felt that before cities and towns attempt to receive statutory authority to get out of a state program that League staff should work with that agency to make improvements. The committee voted unanimously to authorize League staff to work with DES to seek the following from them:

- DES should cover the cost associated with vending machines (water, housing, electricity etc.)
- Allow some oversight and authority by local health departments to insure food is regularly changed out to preserve the quality of the product and protect the consumer.
- A reliable costumer support line should be made available to swiftly resolve any issues with the machine itself or the product within the machine.
- Allow an audit of the program to occur and reevaluate who this program is truly benefiting.
- If DES has failed to cooperate and work with cities and towns to make the changes listed after year one, cities and towns should reserve the right to begin the process of ending their agreement with DES through legislative action.

The city of Avondale proposed **Policy Issue 3** to allow cities and towns to change statute related to executive sessions. Recently, the city manager wanted to conduct a review of procedures utilized in the event of an active shooter incident during an executive session of the city council meeting. Furthermore, the manager wanted to discuss with the council the findings of a security audit and discuss steps to be implemented to further secure public buildings. However, it was determined that state statutes related to executive session did not allow for this type of discussion to occur. The manager and the council both felt that because of the sensitive nature of these documents warranted the ability for the council to discuss them in an executive session setting.

After thorough discussion by the committee concerning the pressing need for these types of audits to be conducted and documents to be produced, they voted unanimously to give statutory authority

to cities and towns to address security measures for emergency situations as part of an executive session during a council meeting.

The city of Buckeye proposed **Policy Issue 4** to allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper. Current statute requires that when public notices are statutorily required to be published in a newspaper, the publication must “take place in a newspaper printed and published within the territorial limits thereof. If no such newspaper is printed and published within the limits thereof, publication may be made in a newspaper printed and published in the county in which the district, city or town is located.”

The city explained to the committee a situation where they’re forced to use a newspaper with significantly less circulation and with a substantially higher publishing fee to publish their public notices. The committee was also made aware that this situation is not unique to Buckeye. The committee discussion centered on the idea that the reason for publication of notices was to increase transparency of government for citizens. They believed that it seems counterintuitive to pay more money for less coverage. The committee voted unanimously to seek a change to state statute allowing governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper.

The table below summarizes the GAHRE Committee’s actions:

Policy Issue	Disposition by Committee
1 Write-In-Candidates	Educate Legislators and Governor’s Office
2 BEP Program Changes	Work with DES to make changes
3 Emergency Measures in Executive Committee	Resolution GAHRE 1
4 Newspaper Publishing Requirements	Resolution GAHRE 2

Anna Tovar
Mayor of Tolleson
Chair, General Administration, Human Resources and Elections Committee

GAHRE 1

League of Arizona Cities & Towns Resolution

Allow governing bodies the ability to address security measures for emergency situations as part of an executive session during a council meeting.

A. Purpose and Effect of Resolution

State statute allows city and town councils to convene in executive session for “discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law. Because documents related to public building security and other emergency situations are not required to be maintained as confidential by state or federal law, these documents cannot be reviewed by council in an executive session. This resolution proposes to amend statute to allow these documents to be reviewed in an executive session.

B. Relevance to Municipal Policy

City and town elected officials are faced with the reality of security issues, such as “active shooter” situations as part of their governance duties. Because of the sensitive nature of these plans and policies, the council should be allowed to keep documents related to security response measures confidential so that they can be reviewed by the council in executive session.

C. Fiscal Impact to Cities and Towns

No fiscal impact to cities and towns.

D. Fiscal Impact to the State

No fiscal impact to the state.

E. Contact Information

Sponsoring City or Town: Avondale

Name: Jessica Blazina, Government Relations Director

Phone: 623-333-1612 Email: jblazina@avondaleaz.gov

League Staff: Tom Belshe

GAHRE 2

League of Arizona Cities & Towns Resolution

Allow governing bodies to use newspapers printed and published in their county when state statute requires or allows the publication of a notice in a newspaper.

A. Purpose and Effect of Resolution

State statute requires certain public notices to be published in a newspaper and the publication must “take place in a newspaper printed and published within the territorial limits thereof. If no newspaper is printed and published within the limits thereof, publication may be made in a newspaper printed and published in the county in which the district, city or town is located” (Arizona Rev. Statutes § 39-204(C)). There are situations in the state where a city or town is forced to use a newspaper with significantly less circulation and with a substantially higher fees to publish public notices. Cities and towns should be allowed to have their public notices reach more citizens and do so at the most reasonable price available.

B. Relevance to Municipal Policy

Statutorily required publication of notices in a newspaper is meant to create transparency in government. By requiring publication of these notices in papers with very limited circulation, an important public policy purpose is thwarted.

C. Fiscal Impact to Cities and Towns

Publication cost savings could be significant for affected cities and towns.

D. Fiscal Impact to the State

No fiscal impact to the state.

E. Contact Information

Sponsoring City or Town: Buckeye

Name: George Diaz, Government Relations Manager

Phone: 623-349-6996 Email: gdiaz@buckeyeaz.gov

League Staff: Tom Belshe

Chair's Report of the Neighborhoods, Sustainability, and Quality of Life Policy Committee

Mayor Sandy Moriarty, Chair

Resolutions Committee Meeting, League Annual Conference

The Neighborhoods, Sustainability, and Quality of Life Policy Committee (NSQL) convened on **April 25, May 30, and June 27, 2019** to discuss three policy issues submitted by committee members for consideration. Below is a summary of the policy issues considered by NSQL:

1. Advocate for local regulation of investor-owned short-term rentals (STR's). – **Sedona (Policy Issue 1)**
2. Advocate for an open space preservation/scientific and cultural facilities special district. – **Gilbert (Policy Issue 2)**
3. Advocate for Arizona to ratify the Equal Rights Amendment to the US Constitution. – **Quartzsite (Policy Issue 3)**

Below is a summary of the committee discussion and the recommendations:

The city of Sedona submitted **Policy Issue 1** in response to resident complaints and negative impacts that short-term rentals have had on Sedona and other northern Arizona communities that were not addressed this year in HB2672 vacation rentals; short-term rentals; regulation, which came from a League resolution adopted last year. The negative impacts described include public safety hazards (e.g. fires, decks collapsing), a loss of tranquility in residential areas due to increased traffic, as well as a marked reduction in available housing and in the economic benefits derived from hotels and other revenue and job generating businesses in tourism dependent communities.

At the first meeting, League staff reviewed the legislative history of HB2672 and HB2728 short-term rentals; regulation, sponsored by Representative Isela Blanc, which was modeled on a resolution approved by the Greater Arizona Mayors Association but did not receive a hearing during session. HB2728 would have defined short-term rentals as transient lodging and allow local governments to regulate them as such. The committee also discussed political challenges of getting any changes to the original “Airbnb” bill (SB1350) due to the incredible growth in the availability and popularity of short-term rentals, the narrow focus of some legislators on an individual’s property rights rather than the rights of neighbors, and the governor’s support for the “sharing economy”. The committee voted to move Policy Issue 1 forward for consideration at the annual conference but agreed to meet again for further discussion on the issue. League staff also requested that Sedona provide a list of regulations which apply to hotels which should be applied to short-term rentals.

At the May 30 meeting the committee reviewed the governor’s signing letter and discussed what implications the passage and approval of HB2672 had on Policy Issue 1. The committee agreed that the letter indicated that additional changes to the short-term rental statutes will need to be simple, direct and easy to justify. The committee once again reviewed the issues that communities are having with short-term rentals, as well as the list of regulations that apply to hotels but not

short-term rentals. The committee then discussed different approaches to address the problems described such as regulating “investor-owned” short-term rentals differently than homes that are used as someone’s primary or secondary residence at some point during the year. The committee agreed to continue looking at different approaches that would help Sedona and other communities.

At the final meeting of the committee on June 27 Sedona provided a presentation that included maps of their community and other communities and the proliferation of STR’s. The committee discussed the prospects of passing additional STR legislation a year immediately following the passage of HB2672 addressing nuisance properties as well as the governor’s signing letter indicating his reticence in signing additional legislation that might pose an impediment to his “sharing economy.” A two-part League approach was put forward: 1) explore legislative opportunities allowing municipalities to regulate investor-owned STR’s differently than owner-occupied STR’s; and 2) gather data on the abundance of STR’s within Arizona cities and towns and present that data to the governor and Legislature so they have a better sense of the challenges in our communities.

The town of Gilbert submitted **Policy Issue 2**, which had been discussed by the committee the previous year and was held for further study. The proposal calls for changing statute to allow special districts that can fund the construction, maintenance, and operation of facilities for regional attractions such as the Superstition Mountains, as well as scientific and cultural facilities. The proposal is modeled on a special district in Denver that funds scientific and cultural facilities, as well as open space preservation.

At the first meeting staff from the town of Gilbert and the League shared the ideas and information that had been gathered since the previous year’s discussion. Staff recommended that the district be funded through a secondary property tax rather than a sales tax (Denver district is funded by sales tax), that the district boundaries be drawn by the group that plans to circulate petitions for the initiative or based on an economic impact study rather than being coterminous with each participating city’s boundaries, and that the district be allowed to fund both initial construction and ongoing operational costs. The committee was asked to identify regional attractions that could benefit from development through a district like the one being proposed. The committee agreed that the policy need further refinement and voted to continue developing the policy.

At the second meeting staff from the town of Gilbert provided additional information about how Denver’s Science and Cultural Facilities District is structured. Councilmembers Korte and Whitehead from Scottsdale shared information about a project in one of Scottsdale’s preserves that did not move forward but which might have benefited from such a district. The committee continued to discuss what the best governance and finance structure would be for the special district and agreed to continue refining the proposal before moving it forward.

At the June 27 meeting the town of Gilbert provided an updated document that narrowed the scope of the Preservation, Acquisition, Restoration, and Conservation (PARC) District and asked for feedback on the proposal over the interim. Feedback will then be utilized in any future legislative efforts toward legislation authorizing the formation of said district.

The town of Quartzsite submitted **Policy Issue 3** for consideration at the June 27 meeting. At the meeting Councilmember Lynda Goldberg (Quartzsite) presented the request that the League of

Arizona Cities and Towns support legislative efforts for Arizona to ratify the Equal Rights Amendment.

By way of background Congress passed the ERA in 1972 prohibiting discrimination based upon sex with a deadline of 1979 for 38 states to ratify the amendment. By 1979 35 states had ratified the ERA. Short of the 38 states required, Congress extended the deadline for ratification to 1982 but none of the remaining states acted prior to the deadline. Since 1972 five states have attempted to rescind their votes to ratify the ERA but legal questions remain whether a state can rescind ratification. In the event Arizona were to pass the ERA there would be no effect on the proposed constitutional amendment unless the Congress elected to again extend the deadline for ratification.

During the June 27 meeting the committee discussed the proposal and approved a motion, by a vote of 4-2, that the League support legislative efforts for Arizona to ratify the ERA.

The table below summarizes the NSQL Committee's actions:

Policy Issue	Disposition by Committee
1 Short Term Rental Regulation	Resolution NSQL 1
2 Special District for Scientific & Cultural Facilities	Held for further study
3 Equal Rights Amendment	Resolution NSQL 2

Sandy Moriarty
Mayor of Sedona
Chair, Neighborhoods, Sustainability, and Quality of Life Policy Committee

NSQL 1

League of Arizona Cities & Towns Resolution

Amend statute to allow local regulation of investor-owned short-term home rentals.

A. Purpose and Effect of Resolution

Since the enactment of SB1350 in 2016, short-term rentals and vacation rentals have been operating in much the same manner as traditional lodging establishments (e.g. hotels, motels, bed and breakfasts), but without any of the same regulatory accountability. Short-term rentals and vacation rentals are indistinguishable in Arizona statutes from residential rental dwelling units of thirty (30) or more days. Accordingly, short-term rentals and vacation rentals are afforded the same exemptions (e.g. business license) as residential rental dwelling units even though the short-term rentals and vacation rentals are being operated like hotels.

Short-term and vacation rentals are having a substantial impact on the housing availability and affordability in parts of the state, particularly small communities. Sedona, a city of approximately 10,500 residents, has seen a significant portion of their available housing stock used as short-term rentals. Particularly, hedge fund investors have taken to buying many properties throughout the southwest United States for the sole purposes of renting those properties. Apart from limiting housing stock and affordability, these actions also impact the makeup of neighborhoods and the community. NSQL 1 proposes to 1) have League staff investigate opportunities for legislation in the 2020 Legislative session permitting cities and towns to address the proliferation of investor-owned short-term rentals; and 2) gather data on the abundance of short-term rentals throughout Arizona and seek opportunities to present that data to the Governor's Office and Legislature.

B. Relevance to Municipal Policy

Protecting the residential character of neighborhoods is a municipal responsibility and residents frequently communicate with our mayors and council members asking that they address these issues.

C. Fiscal Impact to Cities and Towns

There may be an administrative cost associated with regulating short-term rentals locally.

D. Fiscal Impact to the State

There may be an administrative cost to the state if regulation is pursued at the state-level.

E. Contact Information

Sponsor City/Town: Sedona

Name: Mayor Sandy Moriarty

Phone: (928) 204-7127

Email: smoriarty@sedonaaz.gov

League Staff: Nick Ponder

NSQL 2

League of Arizona Cities & Towns Resolution

Support legislation for Arizona to ratify the Equal Rights Amendment.

A. Purpose and Effect of Resolution

In 1921, one year after the ratification of the 19th Amendment to the U.S. Constitution guaranteeing women the right to vote, the National Woman's Party announced their intent to pursue an additional amendment to the constitution affording women the equal rights with men. While the movement received some attention at the time it did not ultimately receive the requisite votes in Congress until 1972.

Passing in 1972 the Equal Rights Amendment (ERA) to the U.S. Constitution contained the following language:

SECTION 1. Equality of rights under the law shall not be denied or abridged by the United States or by any State on account of sex.

SEC. 2. The Congress shall have the power to enforce, by appropriate legislation, the provisions of this article.

SEC. 3. This amendment shall take effect two years after the date of ratification.

Following its passage 35 states ratified the proposal prior to the 1979 deadline, three states short of the $\frac{3}{4}$ requirement - 38 states - for ratification. By the 1979 deadline five states (NE, TN, ID, KY, and SD) made efforts to rescind their ratification of the ERA, despite legal arguments that states cannot rescind their ratification. In 1979 Congress extended the deadline to 1982; however, the amendment failed to obtain any additional state's ratification. In recent years the ERA movement has been discussed in the 15 states who have not, at any point, ratified the ERA. In 2017 Nevada ratified the ERA followed by Illinois in 2018. In Arizona, at least eight cities and towns have adopted resolutions in 2019 encouraging the state to ratify the ERA and a resolution was introduced in the state legislature, SCR1006, proposing that Arizona ratify the ERA. If the Arizona legislature ratified the ERA there would be no effect unless Congress extended the prior deadline of 1982 for ratification and litigation retained the ratification of the five states who attempted to rescind their initial approval.

NSQL 2 proposes the League support legislative efforts for Arizona to ratify the Equal Rights Amendment to the U.S. Constitution.

B. Relevance to Municipal Policy

Ensuring equality for residents regardless of their gender.

C. Fiscal Impact to Cities and Towns

No fiscal impact to cities and towns.

D. Fiscal Impact to the State

No fiscal impact to the state.

E. Contact Information

Sponsoring City/Town: Quartzsite

Name: Councilmember Lynda Goldberg

Phone: (928) 927-4333

Email: Lynda.goldberg@quartzsiteaz.org

League Staff: Nick Ponder

Chair's Report of the Public Safety, Military Affairs, and the Courts Policy Committee

Mayor Jerry Weiers, Chair

Resolutions Committee Meeting, League Annual Conference

On **May 15, 2019**, the Public Safety, Military Affairs, and the Courts Policy Committee (PSMAC) convened to discuss one policy issue submitted for consideration.

1. Support legislation that would allow law enforcement agencies that have an officer, whom the agency has invested in by getting them through basic training, hired away within the officer's first three years to seek reimbursement from the hiring agency for the cost of getting the officer certified and ready for duty. **Kingman (Policy Issue 1)**

Below is a summary of the policy issue considered by PSMAC:

The city of Kingman submitted **Policy Issue 1**, which would allow a law enforcement agency to bill another law enforcement agency if the second agency hires an officer away from the original agency within the officer's first three years of service after the original agency paid to put the officer through basic training. The issue was raised during session by Kingman's Chief of Police Robert Devries who worked with a legislator to have a bill drafted that is a mirror of a law in Oregon. That legislation was not introduced to allow the League to hear the proposal in a policy committee during the interim before staking out a position. Under the proposal, if an officer is hired away in their first year of service, the hiring agency would pay 100% of the costs the original agency paid for tuition, equipment and salary to get the officer through basic and field training. The reimbursement would be reduced to 66% in the second year, 33% in the third year, and no longer apply in the fourth year and beyond.

During the discussion, some committee members indicated support for the measure based on feedback they had received from their city/town manager or chief of police. However, other committee members raised several concerns based on feedback/information they had received and indicated that they would not be able to support moving the proposal moving forward because of these concerns. The concerns included how the proposal would impact efforts to hire "the best" regardless of how many years of service the officer had with their original agency, the reaction that the police associations might have to the legislation, the impediment to an officer's personal and professional mobility that would be created under the proposal, and how the proposal could create tensions among cities or between cities and the counties and DPS. Mayor Weiers also discussed his experience at the state legislature and explained that during his tenure the state was losing officers to local government agencies because at that time the local agencies paid better. Other committee members also recommended using incentives to recruit and retain officers, as well as the possibility of requiring individual officers, through employment agreements, to commit to a certain number of years of service or be required to reimburse the agency that invested in their certification.

The committee voted to not move the proposal forward but authorized League staff to seek input from the police associations, the counties and DPS on what approaches might work and to collect

data on the problem to further assess how widespread the problem is and what agencies have been most affected.

Policy Issue	Disposition by Committee
1 Reimbursement for Public Safety Poaching	Held for further study

Jerry Weiers,
Mayor of Glendale
Chair, Public Safety, Military Affairs, and the Courts Policy Committee

Chair's Report of the Transportation, Infrastructure and Public Works Policy Committee

Mayor Bob Rivera, Thatcher

Resolutions Committee Meeting, League Annual Conference

On **May 31, 2019**, the Transportation, Infrastructure and Public Works committee (TIPW) convened to discuss one policy issue submitted by Nogales. Below is a summary of the issue considered:

1. Nogales International Wastewater Issue. **Nogales (Policy Issue 1)**

Below is a summary of the committee discussion and recommendations:

John Kissinger, assistant city manager, Nogales, explained **Policy Issue 1** regarding cost sharing for the International Outfall Interceptor used to convey raw sewage from Nogales, Sonora to the Nogales International Wastewater Treatment Plant (NIWWTP) in Rio Rico, north of Nogales, Arizona. He explained the ongoing dispute with the federal government, specifically the United States International Boundary Water Commission (IBWC), that is requiring the city to pay approximately 23% of the operating costs for the of the plant and the IOI that is not commensurate with the cost to treat the city's sewage flow into the system. Approximately 92% of the treated sewage flow originates in Mexico; IBWC bills a fixed charge that does not include the increased treatment costs to treat the sewage from Mexico, nor does it consider the average daily volume of sewage that originates from Nogales, Arizona. He also explained that repairs are necessary for the IOI, which has been breached on several occasions leading to raw sewage flowing into the Santa Cruz River. The city contends the costs to repair and maintain the system should be allocated based on usage.

The city is working with Arizona's congressional delegation to propose legislation to address this issue and is requesting support from the League of the bill in Congress.

After discussion and questions, Councilmember Susan Clancy (Cave Creek) moved to approve the policy issue as a resolution to be considered at the annual conference. The motion was approved unanimously.

The table below summarizes the BFED Committee's actions:

Policy Issue	Disposition by Committee
1 Nogales International Wastewater Issue	Resolution TIPW 1

Bob Rivera
Mayor of Thatcher
Chair, Transportation, Infrastructure and Public Works

TIPW 1

League of Arizona Cities & Towns Resolution

Support federal legislation enacting the Nogales Wastewater Fairness Act that will apportion the costs for the operation and maintenance of the Nogales International Wastewater Treatment Plant and the International Outfall Interceptor based on the average daily volume of wastewater originating from Nogales, Arizona and Nogales, Sonora.

A. Purpose and Effect of Resolution

A 1944 international treaty with Mexico established the International Outfall Interceptor (IOI) and the Nogales International Wastewater Treatment Plant (NIWTP) to convey and treat sewage from Nogales, Sonora, Mexico and Nogales, AZ, through the 9-mile IOI to the NIWTP in Rio Rico, AZ. Approximately 12-15 million gallons daily (mgd) of sewage is conveyed by the IOI, of which Nogales, Arizona contributes on average 8% or 1.7 mgd; the remaining 92% of sewage originates in Mexico. The introduction of metals, industrial waste, contaminants and flood water in Mexico has resulted in abnormal deterioration and breaches of the IOI and the flow of raw sewage and contaminants through Nogales, Arizona and into local rivers, watersheds, and the Santa Cruz River as far down as Tucson. The increasing number and severity of breaches of the IOI is serious and alarming, and the estimated cost to repair is \$30M to \$48M.

The United States International Boundary and Water Commission, charged with overseeing binational water, wastewater and flood control issues, manages the NIWTP and bills the cities of Nogales, AZ and Nogales, Sonora for the operations and maintenance of the NIWTP and IOI. Nogales, AZ is billed a fixed percentage of 23% of total operations and maintenance costs, which is not commensurate with the city's use of the infrastructure, and requires the taxpayers of Nogales, AZ to pay to maintain the capacity and O&M for the infrastructure that is used by Nogales, Sonora. Legislation introduced by Senators Martha McSally and Kyrsten Sinema, S. 1783 *Nogales Wastewater Fairness Act*, will require the operations and maintenance costs billed to Nogales, AZ for the NIWTP and IOI be based on the average daily volume of wastewater originating from the city, rather than a fixed rate.

B. Relevance to Municipal Policy

Without legislation addressing the allocation of O&M costs, Nogales, AZ will continue to pay for and maintain capacity city residents are not using, on behalf of Nogales, Sonora.

C. Fiscal Impact to Cities and Towns

If the Nogales Wastewater Fairness Act is enacted, Nogales, AZ would only be required to pay for the O&M on the treatment plant and IOI that is commensurate with the cost to treat the city's sewage flow into the system, resulting in reduced costs for the city.

D. Fiscal Impact to the State

There is no fiscal impact to the state General Fund.

E. Contact Information

Sponsoring City or Town: Nogales

Name: John Kissinger, assistant city manager

Phone: 520-287-6571

Email: jkissinger@nogalesaz.gov

League Staff: Tom Savage

League of Arizona Cities & Towns Resolution

Support appropriations for the Heritage Fund.

A. Purpose and Effect of Resolution

The Arizona State Parks (ASP) Heritage Fund was created by voter initiative in 1990, passing with an almost two-to-one vote. A portion of Lottery proceeds went to projects around Arizona. Unfortunately, state budget cuts during the recession eliminated the Fund and the appropriations. During the 2019 legislative session Senate Bill 1241 passed, restoring the Fund in statute, but without any appropriation. This Resolution seeks direct appropriations made to the Fund.

B. Relevance to Municipal Policy

The combined total of Arizona State Parks Heritage Fund grants and matching funds between 1991 and 2008 totaled \$86,707,396. Grants included Local, Regional, and State Parks Grants; Historic Preservation Grants; and Trails Grants, all administered by Arizona State Parks & Trails. Arizona's local, regional, and state parks and recreation facilities are economic development generators that encourage the spending of tourist dollars and the attraction of businesses, thereby improving quality of life, strengthening community cohesion, and increasing property values. Historic preservation initiatives in our rural and urban areas promote economic development by creating jobs, revitalizing historic areas, increasing property values, and promoting heritage tourism. The ASP Heritage Fund enabled important projects in every county and legislative district in Arizona. Fifty-six percent of all grants went to communities outside of the Phoenix, Tucson, and Flagstaff metropolitan areas.

C. Fiscal Impact to Cities and Towns

There is expected to be a positive gain to municipalities. (See B.)

D. Fiscal Impact to the State

Initially the state would have to invest with an appropriation. However, the return on that investment will more than pay for itself. Nationally, historic preservation programs and incentives have quantifiably proven the catalytic nature of historic preservation investment - an average of \$26.43 in private reinvestment for every dollar spent on historic preservation projects and \$3 of tax revenue created for every \$1 of tax credit awarded.

Arizona state and local parks and trails bring tourist dollars, private investment and tax revenue to their respective areas and the state.

In 2007, the last full year the ASP Heritage Fund existed, the Fund created 224 jobs, \$3,341,954 in tax revenue, and had a \$26,099,170 economic impact.

CITY COUNCIL REPORT

SUBJECT: Multi-Family Residential Design Manual update (Application PL-19-0074)

MEETING DATE: 8/12/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Department Director

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

PURPOSE:

Staff will present Application PL-19-0074, a request by the City's Planning Division to update the design manual for Multi-Family Residential development. The update is intended to refine development design guidelines reflecting local best practices in design standards, new development trends, increased attention to sustainability in the development process, and changes to industry standards as well as to reflect the City's current level of expectation for quality development in Avondale.

BACKGROUND:

The City's Commercial/Industrial/Multi-Family Design Manual was adopted in February 2008 serving as a policy document with guidelines for the City's building architecture and site design expectations. This Manual supplements the City's Zoning Ordinance site development standards. With new development coming forth in Avondale, it is an appropriate time to update the Design Manual with new development design expectations in alignment with current building and site design practices.

The proposed design guidelines are divided into two separate manuals; the Commercial and Industrial Design Manual and the Multi-Family Residential Design Manual. The guidelines include criteria from environmental sustainability, such as green building and low impact development, to building design and crime prevention.

DISCUSSION:

The Multi-Family Residential Design Manual ("this Manual") is intended to promote quality developments incorporating health and sustainability in the design of Multi-Family Residential projects. The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance between the needs of the multi-family residential industry, the City, and the resident. The Multi-Family Residential Design Manual seeks to provide project designers the City's expectations for multi-family residential development.

Avondale's Strategic Plan outlines the desire to foster sustainable community development that creates a sense of place for residents and local businesses that are unified by pride and common values. This Manual provides a framework so that multi-family residential developments offer a variety of diverse and attractive building architecture, site design, and functionality; encouraging uniquely designed developments throughout the City; eliminating redundancy by encouraging a variety of architectural styles and site design elements; and promote architectural variety and diversity with contextualism for mass, scale, and material. In addition, design criteria include providing shaded areas and a pedestrian-oriented environment.

This Manual furthers the goals and policies in the City's General Plan 2030 and Strategic Plan. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. This Manual encourages environmentally-sensitive green building and site design. Compliance with this Manual is required and will be evaluated during the entitlement and design review process.

PUBLIC PARTICIPATION:

Planning Staff provided a copy of the draft Multi-Family Residential Design Manual to the Arizona Multihousing Association. We received feedback requesting changes to several items and have since revised this Manual addressing most of their comments which are attached to this report.

The Arizona Multihousing Association provided a letter conveying they are unable to support this Manual as proposed which is attached to this report. Items removed from this Manual to address their comments include numbers 2, 6, 9, 10, 11, 16, 21, 22, 25, and 27. The items revised include numbers 4, 10, 13, 17, 18, 23, 24, and 29.

In addition, a copy of the draft Manual has been posted on the City's website on the Development & Engineering Services Department page and on aVOICE. Interested development clientele have also received a copy of the draft Manual.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The Design Manual update is provided to the City Council for information, feedback, and direction.



MULTI-FAMILY RESIDENTIAL DESIGN MANUAL

DRAFT VERSION 07/01/2019

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RESOLUTION NO.

INTRODUCTION

The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance between the needs of the multi-family residential development industry and the consumer. The Multi-Family Residential Design Manual (this “Manual”) seeks to provide project designers the City’s expectations for multi-family residential development.

PURPOSE AND INTENT

This Manual is designed to further the goals and policies in the Avondale General Plan 2030. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. The City’s Strategic Plan stresses the desire for neighborhoods to become more sustainable by promoting walkable, livable communities that enhance a resident’s quality of life. This can be accomplished through plentiful parks and open space, trails, bike paths, active recreational opportunities, conditioned space, and a quality multi-family residential product. Compliance with this Manual is required and will be evaluated during the entitlement and design review process. This Manual is applicable citywide including the within the City Center planning area.

Every project is unique and requires some decisions to be made on a case-by-case basis. While some provisions of this Manual include quantitative standards, most require qualitative interpretation. The Zoning Administrator has the latitude to interpret this Manual and to permit flexibility so long as proposed projects meet the intent of this Manual.

Serving in conjunction with the General Plan, Strategic Plan, Zoning Ordinance, and General Engineering Requirements, this Manual was prepared to promote and create a sense of community, livability, and unique identity for the residents of Avondale. The intent of this Manual is to provide a set of specific criteria that will achieve the City’s design expectations by:

- Providing a framework so that multi-family residential developments offer a variety of diverse and attractive building types, floor plans, and architectural styles with attractive building architecture, site design, and functionality.
- Eliminating redundancy within developments, by encouraging a variety of building sizes, building heights, amenities, open spaces, and providing a sense of arrival through entry features, building orientation, building materials and colors, rooflines, theme walls, and entrance gates.
- Providing innovative site design standards that create walkable, safe, pedestrian-friendly, family-friendly, and sustainable developments with usable open space and various amenities.
- Ensuring streets follow the City's hierarchy of classifications and are designed to conform to the City's General Engineering Requirements, maintaining arterial and collector grid systems that are designed to meet the half-mile and one-mile spacing standards.

- Promote unique development design in lieu of a traditional multi-family site layout and building design.
- Provide urban form site and building designs within the City Center planning area with a pedestrian-oriented focus and contemporary and modern urban design that interfaces with and creates a presence on adjacent streets.
- Encourage multi-family residential developments to orient buildings for solar efficiency.
- Provide the option to include a minimum continuous load of 4800VA as part of the electrical service load calculations to allow the inhabitant(s) the installation of a charging station for electric vehicles without the need of upgrading the electrical service of the dwelling. In addition to the spare power capacity, the premise's electrical panel should have at least two spare spaces for the installation of a two-pole breaker for the charging station and conduit routed from the electrical panel to the garage, unless wiring and receptacle for such use are installed.

SUSTAINABLE AND HEALTHY DESIGN

The City of Avondale has a commitment to protecting the environment, improving quality of life, and promoting sustainability. Through the City's General Plan 2030 and the Strategic Plan, sustainable development is a priority which also promotes physical activity and health through design. Conventional design and construction methods produce buildings that can negatively impact the environment as well as occupant health and productivity. These buildings are expensive to operate and contribute to excessive resource consumption, waste generation, and pollution. Architects and designers can help to significantly improve the health and well-being of City of Avondale's population through design. Avondale encourages environmentally-sensitive green building and site design.

The City promotes the following criteria designed to encourage the development of "green" buildings without forcing excessive costs or other burdens upon developers, building owners, or occupants. It is recommended that all projects utilize energy-efficient components and building materials to conserve energy, promote sustainability, and meet the goals and objectives of the City's Strategic Plan and General Plan.

Green Building Options

A "green" building places a high priority on health, environmental, and resource conservation performance over its life-cycle. These priorities expand and complement the classical building design concerns of economy, function, durability, and attractive appearance. Green design emphasizes environmental, resource, and occupant health concerns such as reducing human exposure to noxious materials; conserve non-renewable energy and scarce materials; minimize life-cycle ecological impact of energy and materials used; use renewable energy and materials that are sustainably harvested; protect and restore local air, water, soils, flora, and fauna; and support pedestrians, bicycles, mass transit, and other alternatives to fossil-fueled vehicles. Most green buildings are high-quality buildings that last longer and provide greater occupant satisfaction than

standard developments. The City promotes projects building green by incorporating building and site design elements described in this Manual.

Daylight, Views, and Natural Cooling

Examples of design elements that encourage passive renewable energy use are as follows:

- Floor plan depth is the most important single consideration that affects the potential for daylighting, exterior views, and natural ventilation. Floor plans with relatively narrow wings, such as I-, H-, U-, or T-shaped plans are good examples of design that ensures most interior spaces have good access to natural light and winds. Courtyards and atria can also be used to bring light and air to surrounding narrow spaces.

Solar

- Where site conditions permit, provide landscaping or other shade structures to reduce the amount of sun on the building as an effective method of solar control.
 - Locate buildings toward the southwest, south, or west sides of a site to provide shade for lower floors from neighboring buildings.
 - Orient buildings so that the short wall, narrowest portion of the building, faces west or southwest for the least solar gain in the summer.
-
- Place vertical space used for circulation and services such as staircases, elevators, electrical cables, water pipes, and risers at the southwest or west ends to buffer interior spaces from afternoon solar gain.
 - Solar access should be addressed when designing roofs, walls, windows, and external shading devices.
 - Consider solar generation products designed to be incorporated into wall and roof assemblies such as “solar shingles”, panels designed to integrate into curtain walls, and etching techniques designed to be used as sunshades.

Water Infrastructure Finance Authority Finance Authority of Arizona (WIFA) Green Project Reserve

WIFA's green criteria are based on EPA's Clean Water and Drinking Water State Revolving Fund Green Project Reserve criteria. While many traditional projects are intended to protect the environment, these do not necessarily meet the criteria to be considered green. Green projects may be for planning, design, and/or construction activities. Either the entire project or only a component of the project can be identified as green. Multi-family residential developments are highly encouraged to incorporate green stormwater elements. WIFA's Green Stormwater Project examples include:

- Green infrastructure, low impact development, porous pavement, green roofs, stormwater reuse, harvesting, bioretention, curb cuts, riparian improvements, and planter boxes. For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools, <https://www.epa.gov/green-infrastructure>
- Limited water resources can be a barrier to green infrastructure in arid and semiarid regions. Projects should include the following Xeriscape principles to conserve water resources:
 - **Create a plan** that balances water usage, rainwater supply, and demand such as an annual and monthly water budget for native and exotic plant maintenance.
 - **Install low water use plants** to reduce, if not eliminate, the irrigation requirements of green infrastructure practices by using native and drought-tolerant plants.
 - **Install efficient irrigation systems** and group plants according to their water needs, adjusting the frequency and depth of irrigation according to plant type, plant maturity, and season.
 - **Consider soil** amendments by adding organic material to poor soil to aide in retaining soil moisture, sustaining vegetation, and treating stormwater runoff.
 - **Install organic mulches** to increase water retention and pollutant removal while building soil structure and suppressing weeds for desert plantings that are mulch tolerant.

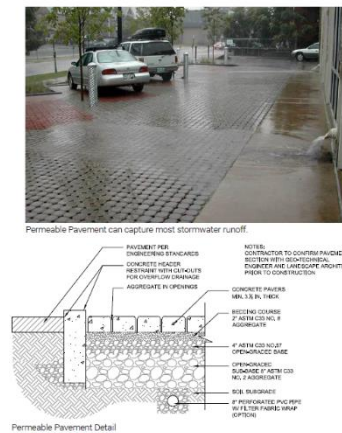
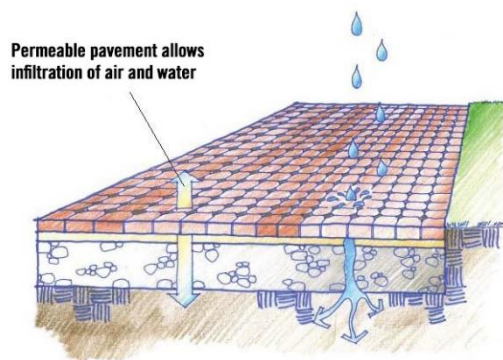
Green Stormwater Infrastructure

Green stormwater infrastructure (GSI) is a cost-effective, resilient approach to manage stormwater by reducing and treating stormwater at its source while delivering environmental, social, and economic benefits. Projects that incorporate GSI, which is a low impact development application, further the City of Avondale's sustainability goals.

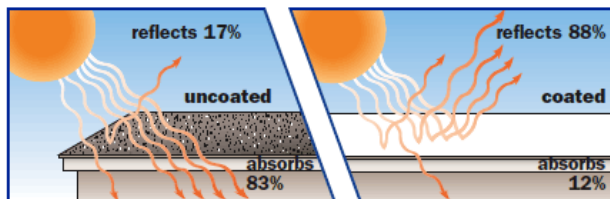


Examples of GSI in multi-family residential site design include the following:

- Porous pavement/permeable pavers



- Green roofs



- Right-of-way design features



- Bioretention



- Bioswales



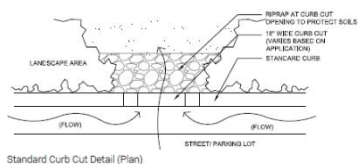
University of Arizona retrofitted their parking lot landscape buffer with a swale to capture runoff.



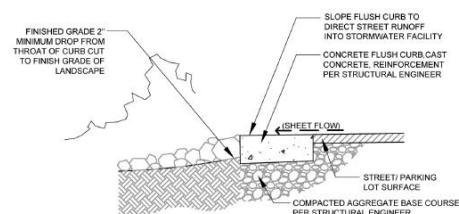
- Curb cuts or flush curbs



A Standard Curb Cut allows runoff to enter a lower landscaped area.



Standard Curb Cut Detail (Plan)



CONCRETE FLUSH CURB - SECTION VIEW

- Riparian improvements
- Active rainwater harvesting

For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools, <https://www.epa.gov/green-infrastructure>

Green Pavement Surfaces

- Utilize impervious pavement, concrete and asphalt, only where regular car, bus, and/or truck traffic is expected. In other locations, install surfaces that encourage non-automobile traffic and allow stormwater infiltration.
- For parking and highly used bicycle and pedestrian areas, utilize porous asphalt, paver blocks, or large aggregate concrete. Crushed stone or brick is recommended for lightly used pedestrian paths.
- Where impervious surfaces are required, recycled asphalt and recycled concrete are encouraged.

- Provide curb cuts and slope hardscape landscaping features to allow water flow to permeable surfaces.

Sustainable Roof

Consider the following parameters for designing a sustainable roof by incorporating at least one of the following.

- For a minimum of seventy-five (75) percent of the total roof surface, a Solar Reflectance Index (SRI) of 78 or higher for a roof with a slope of 2:12 or less, or 29 or higher for a roof with a slope greater than 2:12.
- For a minimum of fifty (50) percent of the total roof surface, a vegetated roof.
- For a minimum of fifty (50) percent of the total roof surface, a rainwater collection system connected to an irrigation system or other building system through piping.
- For a minimum of seventy-five (75) percent of the total roof surface, provide a combined vegetated roof with rainwater collection system and SRI compliant roof.

DESIGN REVIEW

An applicant who desires to change only a portion of their existing building should comply with all design guidelines related to the portion changed. If proposed modifications affect more than fifty (50) percent of any façade visible to public parking areas or public right-of-way, or City staff determines that the proposed changes are significant, the project will be evaluated to determine if all items discussed in this Manual have been considered.

The following will require submittal of a site plan and design review application:

- Changes to a site's grading and drainage
- Installation of new or changes to existing site or building lighting
- Re-configuration or modifications of parking and circulation areas
- Exterior building alterations, including paint color changes
- New fences and walls
- Changes to landscape design, except for dead plant replacement

Appeals

An appeal of the City's Development Review Committee's design review decision may be submitted to the Planning Division within fifteen (15) business days of Committee's decision and accompanied by a nonrefundable application fee. Upon written request of the applicant, the Zoning Administrator shall schedule the appeal hearing for a regularly scheduled Planning Commission. The Planning Commission shall review the site plan and design review application and make a decision as to whether the required findings have been met and approve, approve with stipulations,

or deny the appeal. A majority vote of the Planning Commission shall be necessary to make a finding on the appeal.

SITE DESIGN

Providing a unique sense of place with each multi-family residential development should be taken into consideration during the design process. Appropriately scaled buildings that transition from existing and planned land uses and concentrate on the natural environment and outdoor venues that promote a neighborhood feel and community interaction is the priority.



The following site and building design elements include written and illustrated design concepts related to the basic quality of site layout and building architecture to achieve high quality multi-family residential development.

This portion of the Manual addresses each of these elements in general terms and establishes the basic principles for good design which should be incorporated into all projects. Items contained in this section should not be viewed as standing alone but rather in concert with the more specific guidelines found in the subsequent sections of this Manual. Developers will be provided flexibility in how to arrange their projects to best utilize space and optimize project features.

- A. Design entrances with a strong sense of arrival and place incorporating decorative gates, walls, pavement, landscape planters, and the like.
- B. Streets should be designed to contain entry landscape medians at all collector/arterial, collector/collector, and collector/local intersections.
- C. Maximize the number of units that front onto common open spaces and maximize opportunities for view corridors.
- D. When siting buildings, highlight view corridors of prominent natural features, such as the Estrella Mountains, from streets, backyards, and open space.
- E. Stagger buildings throughout a development to avoid a monotonous streetscape and incorporate patios, courtyards, porches, and other design features.
- F. Site buildings within the City Center planning area to strongly interface with streets and provide direct pedestrian access to plazas, open spaces, retail, office, and activity areas.
- G. Locate activity centers, parks, or plazas central to the project allowing for a short walk to the City of Avondale's Zoom service, transit bus stop and/or bus shelter.

- H. Plan streets to efficiently connect all parts of the neighborhood, integrate all modes of transportation, simplify circulation patterns, and connect with adjacent streets through shaded corridors.
- I. Use traffic calming measures such as islands or traffic circles to slow vehicular speeds.
- J. Provide trash receptacles, benches, and pedestrian scale lighting along trails, near barbecues, playgrounds, sports courts, and other active open spaces.
- K. Incorporate residentially-scaled LED street lights and accent paving at entries and crosswalks throughout the development and incorporate LED lights in all common areas.
 - Provide decorative lighting on all buildings and pedestal lighting throughout the project.
 - Design site lighting and parking area lighting so that it does not shine on adjacent uses.
- L. Provide direct access for pedestrians to parks, commercial centers, and schools without exiting onto the main roadway. Place pedestrian gates appropriately to ensure safe pedestrian access. Discretion and flexibility in choosing how and where to install pedestrian connections will be provided.
- M. Incorporate accent paving material at all entrances and auto courts.
- N. Enhance the transition between multi-family residential and existing single-family residential areas to achieve maximum compatibility through height transitions, setbacks, buffers, and screening.
- O. Provide amenities such as community centers, pools, splash pads, sports activities, internal trails, event spaces, dog parks, and other unique features.
 - Centrally locate multi-purpose buildings, community swimming pools, and other amenities so all units are in close – proximity and allow residents ease of access.
- P. Incorporate trees with wide canopies in close proximity to pedestrian seating areas.
- Q. Provide appropriate guest parking spaces and parking areas for useable open space areas in addition to required parking for individual units.
- R. Provide loading and/or delivery areas for package deliveries, mobile order deliveries, and ride sharing services.
- S. Screen parking areas from street views with solid masonry screen walls. Screening needs to include walls a minimum of three (3) feet up to four (4) feet in height, three (3) foot high berms, or a combination of both.
- T. All walls need to be architecturally integrated with the development's architectural style

through materials, paint colors, form, and character.

- U. Provide covered parking canopies designed with colors, forms, and/or materials consistent with the building architecture.
- V. Provide garages for developments with more than 100 units. Garages should be attached and account for a minimum of twenty-five (25) percent of the required parking, excluding guest parking. Incorporate a portion of the garages under the living quarters to minimize standalone, long garage buildings.

LOW IMPACT DEVELOPMENT

Low Impact Development (LID) is an approach to land development or redevelopment that works with nature to manage stormwater as close to its source as possible. LID looks at stormwater as a resource rather than a waste product and employs strategies such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements to create functional and appealing site drainage. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

LID practices provide multiple benefits for the environment and the community to maximize mutual environmental, social, and economic benefits. A LID feature may benefit property value and increase customer attraction, provide services which contribute to ecosystem health, and can be utilized as a community gathering or recreational space for residents.



GI/LID Practices	REDUCES STORM-WATER RUNOFF		INCREASES AVAILABLE WATER SUPPLY		IMPROVES COMMUNITY LIVABILITY			
	Reduces Flooding	Improves Stormwater Quality	Reduces Potable Water Demand	Provides Storage for Future Use	Reduces Urban Heat Island	Provides Vegetation for Shade	Improves Aesthetics	Provides Wildlife Habitat
STORMWATER HARVESTING BASINS	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
SWALES	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
BIORETENTION SYSTEMS	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
INFILTRATION TRENCHES	Yes	Yes	In Some Cases	No	In Some Cases	In Some Cases	In Some Cases	In Some Cases
DRY WELLS	Yes	Yes	No	No	No	No	No	No
CISTERNS	In Some Cases	In Some Cases	Yes	Yes	No	In Some Cases	No	No
PERVIOUS PAVEMENT	Yes	Yes	No	No	In Some Cases	No	In Some Cases	No

Yes
 In Some Cases
 No

Design Features

Multi-family residential developments should consider the following retention basin design elements.

- Incorporate rain gardens placed between buildings to collect stormwater from rooftops and parking areas.
- Meander retention areas paired with recreational pathways through the development to create a connected green-space amenity such as a greenbelt to encourage maximum recreational use.



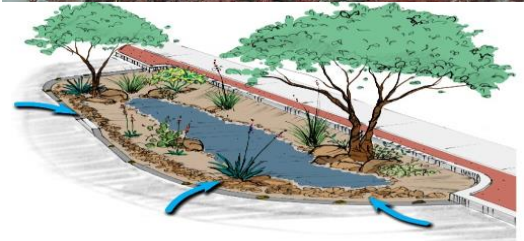
- Contour the sides and bottoms of the basins to create a natural looking appearance. Use varied slopes and curvilinear edges to create a more natural looking facility instead of rectangular forms and long stretches.



- Avoid water features at entry areas unless it is specifically a rainwater harvesting feature designed to reduce on-site potable water demands.
- Incorporate plants and design themes to support naturalistic landscapes that provide a sense of place in concert with the local natural environment.



- Utilize low water use native or desert-adapted drought tolerant plants incorporating at least seventy-five (75) percent of selected plants being local native species to promote a sense of place.
- All man-made slopes should receive erosion control from plantings and from terracing.
 - Incorporate one (1) Xeriscape landscape example into open spaces.
 - Each valve should irrigate a landscape zone with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas needs to be irrigated on separate valves as well as drip emitters and sprinklers.
 - Irrigation system layout, irrigation type, zone treatment for trees, and water use need to be part of the site plan review process.



Landscape

- All new developments need to be designed in accordance with the Street Tree Master Plan and provide full canopy coverage over walkways.
- Provide enhanced landscaping, including large specimen trees, and landscaped medians at entries.

- C. To ensure effective management of stormwater and healthy growth of native vegetation, all landscape areas should, to the extent practicable, be part of the drainage infrastructure and make all conveyance features landscape amenities utilizing LID design.
- D. Provide a minimum twelve (12) foot wide landscape tract, inclusive of public utility easement, along buildings adjacent to a street side yard.
- E. Provide a variety of planting palettes that soften the development, reinforce the building design and add variety to the streetscape.

Open Space and Amenities

The City expects developments to provide residents a special and unique sense of place with open space that takes advantage of the natural environment that surrounds Avondale, including the Estrella Mountains, the Gila and Agua Fria Rivers, and other beautiful natural landscapes. Multi-family residential communities can create an outdoor lifestyle with useable open spaces, community centers, community pools, sports activities, and internal trails. Open space is considered the common area portion of a multi-family residential development, located outside of required setbacks, where there are no buildings, driveways, or parking. Usable open space is considered any area on a site that is designed to be used for recreational or gathering purposes, viewed as an amenity to the residents, not solely a retention basin, and matches the scale of the development.



- A. A multigenerational approach should be considered when designing open space to promote recreation for all age groups. Co-locating physical activity spaces for children and parents or guardians can simultaneously promote physical activity in different age groups.
- B. Devote a minimum of twenty (20) percent of the site area to usable open space.
- C. Preserve or create natural terrain in children's outdoor play areas.
- D. Aggregate open space in one large area rather than dispersing into smaller pieces and provide residents with access to open space within a 5-minute walk.
- E. Provide drinking fountains to encourage the consumption of tap water for rehydration.
- F. Turf should only be used in open space areas and not used on slopes greater than four feet of horizontal distance per one-foot vertical change (4:1).
- G. Locate tree plantings adjacent to all roadways throughout a development in common areas to soften the streetscapes.

- H. Usable open space may include:
1. Community pools and splash pads
 2. Clubhouses/community center
 3. Play areas
 4. Private parks and trails
 5. Community gardens
 6. Dedicated park sites
 7. Multi-use paths
 8. Improved utility corridors
 9. Sports courts
 10. Seating areas
 11. Picnic ramada areas with barbecues outside of retention areas
 12. Pickle ball, putting greens, or other similar sports amenities
 13. Tot lots
 14. Resort-style amenities, entertainment areas
 15. Rooftop entertainment spaces
- I. Provide a clubhouse and community pool for developments over 50 units.
- J. Provide parking in proximity to a main, centralized community open space.
- K. Design multi-use trails a minimum of (ten) 10 feet in width, lighted with low level security lights, and connect through the neighborhood as a greenbelt.
- L. Provide pedestrian amenities such as benches, trash receptacles, bicycle racks, and pedestrian scale lighting along trails and near the tot lots, sport courts, and other active open spaces.
- M. Plant tree species with wide canopies near pedestrian seating to provide cover from the sun and cover all playground areas with shade structures.
- N. Locate LED decorative lighting throughout the development in open space areas.



BUILDING DESIGN

The design and style of multi-family residential developments have evolved into full service, resort-style luxury living where clubhouses and pools, and community space is the central feature of the project. In general, this section is intended to promote that type of project in Avondale where high-quality architecture is the priority and enhances the living experience for residents, promotes a sense of community and interaction, and establishes a unique neighborhood identity. Creativity and variety are encouraged to create a sense of place that residents enjoy. Multi-family residential in the context of urban development centers should be designed to create visually interesting, consistent, and high-quality development linking commercial land uses with residential development and creating a walkable neighborhood near local amenities and services.



Special attention needs to be given to roof styles, asymmetrical design, building massing, window and door treatments, building materials, paint colors, private open space through balconies and patios, stairwell integration, garage door design, garage access, shade features, and rooftop amenities. Defining and establishing the character of a development can be addressed through many design elements as described below.

- A. Design buildings with multiple unit square footages and number of bedrooms that accommodate a variety of choices for the prospective homeowner or renter.
- B. Articulate all façades, including variation in massing, roof forms, and wall planes, as well as surface articulation with a separation of twenty (20) feet or more between buildings.
- C. Multi-family units need to step-down/step-back in height when adjacent to detached single-family residential subdivisions.
- D. Incorporate architectural elements and details that add visual interest, scale, and character to all four-sides of buildings.
- E. Vary building elevation designs having differences in the horizontal and vertical massing elements, building composition, building elements, building materials, and paint colors; however, design theme and architectural style may warrant more similar looking buildings.
- F. Design buildings within the City Center planning area to be attractive and present contemporary and modern style architectural designs using materials appropriate for this style of architecture. Natural materials, vertical and horizontal elements, unique forms, and vibrant colors are encouraged.

G. Incorporate pavers or other similar treatments to all driveways.

H. Utilize contrasting, but complementary, colors for trim, windows, doors, and key architectural elements.

I. Roof materials and colors need to be consistent with the desired architectural style and may include clay tile, slate, barrel, flat, or cool roof tile.

J. The roofline may be changed by the following options:

- a. Alternating the ridgeline between parallel and perpendicular to the street.
- b. Alternating the roof type between gable and hip.
- c. Alternating the roofline pitch by a minimum of three units vertical, for example 3:12 to 6:12.
- d. Alternating between two- to three-story units.



K. The design, color, and materials of accessory structures needs to be architecturally tied to the main structure.

L. Metal flashing, vents, pipes, gutters, electrical panels and other exposed metal must be painted to match the color of the house and avoid exposed metal flues.

M. Design chimneys as an architectural element.

N. Buildings located along public streets need to be designed to give prominence to the street frontages, especially at the corner of two street frontages. This prime exposure warrants greater architectural design.

O. Design entries as the dominant feature, clearly articulated, with enhanced pedestrian space that reflects the style of the building.



P. Wrap balconies and porches around corner units to enhance the side elevations.

- Q. Mixed-use buildings with multi-family residential and commercial uses should include first floor window fenestration with greater amounts of glazing, and floor heights should be at least 15 feet or greater floor-to-floor.
- R. Compose a building to appear as multiple buildings or units through use of different building materials and paint colors to emphasize the appearance that smaller buildings were built next to one another rather than a single building.
- S. Make stairs wide enough to accommodate travel in groups and in two directions and incorporate appealing finishes, and LED lighting.
- T. Increase stair use by locating a highly visible and appealing stair within the building orientation areas and points of decision and along the principal paths of travel.
- U. Provide for fire-rated glass enclosures for stairs instead of traditional opaque enclosures.
- V. For attached multi-family housing types such as townhomes and condominiums, locate units' primary entrance on front elevations.
- W. Incorporate balconies, porches, and patios onto or within the building form, providing a minimum of eighty (80) square feet for each balcony or patio per unit.
- X. Incorporate stylized garage doors reflecting the building's architectural style.

Architectural Elements and Details

Each building should utilize a variety of the following elements to enhance the building's character:

- | | |
|--|---|
| 1. Recessed or projecting balconies | and brackets |
| 2. Awnings | 16. Load-bearing masonry, brick or stone |
| 3. Porches | 17. Neutral stone in full-size blocks, not veneer |
| 4. Columns | 18. Copper or galvanized metal gutters, roof drain downspouts, metal roofing on awnings |
| 5. Decorative doors and windows | 19. Tie and rod assembly metal canopies for shade |
| 6. Exterior moldings | 20. Board and batten or concrete-composite siding. |
| 7. Roof overhangs | 21. Reveal lines |
| 8. Stucco | 22. Decorative metal fence panels for accent elements and/or plantings |
| 9. Masonry | |
| 10. Wood or metal accents | |
| 11. Decorative lighting | |
| 12. Ledges | |
| 13. Arched windows | |
| 14. Shutters | |
| 15. Treated heavy timber exposed rafters | |

Walls and Entry Areas

- A. Entry features need to reflect the overall architectural identity, character, and theme of the development.
- B. Design entry landscape medians at a minimum of seven (7) feet wide to accommodate planting of trees, LID design, and stormwater retention.
- C. Design entry gates and walls to be compatible with overall design intent of the development and create a dramatic identify for the community.
- D. Include enhanced wall materials such as stone, brick, tile, metal, cladding, or other sustainable materials on entry features and perimeter walls.
- E. Other unique identifying features may be proposed subject to approval by the Zoning Administrator.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

Crime Prevention Through Environmental Design, or CPTED (pronounced sep-ted), is a crime prevention philosophy based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime. It focuses on the positive use of a space and natural elements to maintain a sustainable quality of life for intended users, while offering a sense of security by increasing the difficulty for criminal or abnormal activities. The principles of CPTED, which are natural access control, natural surveillance, territoriality, and maintenance, when integrated with the principles of physical security present a unique approach to minimizing crime opportunities. This may be accomplished through the design elements described in this Manual.

Natural Surveillance

Design the placement of physical features and design for informal and/or programmed activities in such a way as to maximize visibility and foster positive social interaction and activity among legitimate users of the space. Creating environments that allow the opportunity for people to engage in their normal behavior and to observe the space around them limits the potential for crime to occur.

Natural Access Control

Strategically locate entrances and exits, fencing, lighting, and landscaping to control or limit the flow of or access. Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or marks them as an intruder.

Natural Territorial Reinforcement

Design buildings, fences, pavement, signs, lighting, and landscaping to express ownership and define public, semi-public and private spaces, so that natural territorial reinforcement occurs. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners or renters have vested interest and are more likely to challenge intruders or

report them to the police. Second, the sense of ownership within a community or space creates an environment where “strangers” or “intruders” stand out and are more easily identified.

Maintenance

CPTED and the "Broken Window Theory" suggests that one "broken window" or nuisance, if allowed to exist, will lead to others, and ultimately to the decline of an entire neighborhood. Neglected and poorly maintained properties, lighting, landscaping, or open space areas can increase the level for criminal activity.

Site features within a multi-family residential development must be maintained always to include paving surfaces, landscaping, walls, gates, entry features, light poles, signs, paint, stone or brick, seating furniture, and other related items typically found within multi-family residential developments.

The best time to apply this philosophy is in the design phase before a building is constructed. These elements can be successfully applied later but retrofitting an existing environment can sometimes be costly. The use of CPTED standards will deter crime and reduce fear by minimizing criminal opportunity and fostering positive social interaction throughout a community.



Capitol Consulting, LLC

June 27, 2019

City of Avondale
11465 Civic Center Dr.
Avondale, AZ 85323

RE: Proposed Multi- Family Design Manual

To the City of Avondale,

On behalf of my client, the Arizona Multihousing Association (AMA), I would like to thank City staff for including our industry in this process and making multiple changes to the initially proposed Multi- Family Design Manual. I truly appreciate the city's efforts to work with us during this update and feel that the current draft of the document is a marked improvement over the initial draft.

While we greatly appreciate Avondale's efforts to address some of our concerns, we are unable to support the Design Manual in its current form.

Although we recognize that the provisions of this document are guidelines and not necessarily mandated city requirements, we believe that some of these guidelines are overly prescriptive and would have the ultimate effect of limiting a developer's ability to bring unique, creative and cost effective developments to Avondale.

Our primary concerns include designating specific roof designs on page 11 and page 20. Page 14 requires attached garages for all multi- family developments in Avondale. Page 17 suggests that developers should incorporate rain gardens, xeriscapes and green belts between buildings in apartment developments. Page 18 charges apartment communities with the task of designating at least 20% of the site area to "multigenerational" open space amenities in order to "create an outdoor lifestyle with useable open spaces, community centers, community pools, sports activities, and internal trails". There are also various references to specific material types that are permissible, colors that may or may not be used and complicated landscaping requirements that will confuse the development process.

When taken as a whole, these guidelines will limit developers' creative ability while also adding significant costs to housing in Avondale.

The AMA would like to encourage the City to consider the effect of these guidelines on housing affordability. Arizona is currently experiencing an affordable housing crisis. The lack of affordability across the state stems from an overall shortage in housing; there simply aren't enough units to house the growing population. Despite the fact that Maricopa County is the fastest growing county in the country, developers are only producing a fraction of the number of units that they were in the 1980's. The cost of developing new housing is at an all-time high due to fact that land and construction prices are high, and the cost is continually being driven up by new, more restrictive development regulations.

A recent study by the National Multihousing Council details that between 32.1% - 42.6% of the total cost of new development is due to government regulation. These costs are passed directly to everyday Arizonans who are already struggling to afford housing. We feel that various items in the proposed Design Manual will further exacerbate this problem.

We urge the City to consider the creative limitations and the increased housing costs that will be passed to residents through the adoption of this document.

Thank you for your time and consideration.

Sincerely,

Jack Horton
Capitol Consulting, LLC

CC:
Courtney Gilstrap LeVinus
Jake Hinman
Jodie Novak
Tracy Stevens



April 30, 2019

To: Ms. Tracy Stevens

Development and Engineering Services Department

11465 W. Civic Center Drive, #110

Avondale, AZ 85323

From: The Arizona Multihousing Association

Re: Multi- Family Residential Design Manual

Dear Ms. Stevens,

On behalf of the Arizona Multihousing Association (AMA), we respectfully submit our comments and recommendations regarding the City of Avondale Multi- Family Residential Design Manual.

The AMA is a statewide trade association for the apartment and rental housing industry. The AMA protects the interests of ethical rental housing providers in legislative, regulatory and legal matters throughout Arizona, and enhances the environment for the rental housing industry to provide quality and affordable housing opportunities.

The AMA represents the owners, operators and developers of multifamily communities. To date the AMA has over 2,200 members and represents 270,000 rental units statewide. Our comments below are based on the assessments, practical knowledge and expertise from our members who own, manage and most importantly develop the majority of the apartment communities in Avondale and throughout Arizona.

We greatly appreciate your time and consideration of our industry's perspective on this issue.

General Comments:

Throughout the Draft Quality Design Guidelines there are several indications that the city wishes to encourage creative, unique and innovative developments. This of course, is reasonable and certainly aligns with the interests of modern apartment developers and the residents who live in apartments. In recent years the multifamily market has almost unilaterally gone in this direction. Newly built apartment communities are attractive, unique and modern, they offer innovative amenities, quality design inside and out, and provide a high standard of living for their residents. The City of Avondale and apartment residents alike are enjoying the new style of apartment development and the market has responded accordingly.

While attempting to encourage and codify this creativity and innovation, the guidelines are often overly prescriptive and seem to conflict with the overall mission of the City. We believe that some of these guidelines would have the ultimate effect of limiting a developer's ability bring unique and creative developments to Avondale. Examples of this include requiring white shelves, 6'-8' perimeter walls, and discouraging the use of pastels yet requiring the use of earth tone colored roof tiles on all roofs. When applied to every apartment development in Avondale it is clear to see how these guidelines can effectively disable unique design.

Perhaps more importantly, the AMA would like to encourage the City to consider the effect of these guidelines on housing affordability. Arizona is currently experiencing an affordable housing crisis. The lack of affordability across the state stems from an overall shortage in housing; there simply aren't enough units to house the growing population. Despite the fact that Maricopa County is the fastest growing county in the country, developers are only producing a fraction of the number of units that they were in the 1980's. The cost of developing new housing is at an all-time high due to fact that land and construction prices are high, and the cost is continually being driven up by new, more restrictive development regulations.

On Page 5 the city encourages green development "without forcing excessive costs or other burdens on developers, building owners, or *occupants*". Yet on Page 20 the city states "The design and style of multi-family residential developments have evolved into *full service, resort style luxury living*... this section is intended to promote that type of project in Avondale". While we appreciate and share the city's desire to build high quality projects in Avondale, we must also face the reality that "resort style luxury living" is not always a viable option for a family that is struggling to make ends meet.

A recent study by the National Multihousing Council details that between 32.1% - 42.6% of the total cost of new development is due to government regulation. These costs are passed directly to every day Arizonans who are already struggling to afford housing. We urge the City to consider affordability and the costs that will ultimately be passed to residents while updating these guidelines.

Specific Comments:

IN BLUE, CITY COMMENTS REGARDING CHANGES AND CURRENT DESIGN MANUAL PAGE NUMBER.

1. **Pages 4-11: Sustainable and Healthy Design, Green Building Objectives, Green Building Strategies; Daylight, Views, and Natural Cooling; WIFA Green Project Reserve; Green Stormwater Infrastructure; Green Pavement Surfaces; Sustainable Roof**

Current Language:

Entire Sections

Explanation:

It is unclear whether the items under these sections should be considered requirements or optional. It is unclear what the intent of including these sections is or how they will be used when projects are evaluated to determine compliance with the guidelines. Suggestions within these sections are very broad and difficult to interpret. Suggestions throughout sections do not reference cost implications to residents who live in the communities or for developers.

2. **[See Page 6] Page 6: Daylight, Views, and Natural Cooling**

Current Language:

- Floor plan depth is the most important single consideration that affects the potential for daylighting, exterior views, and natural ventilation. Floor plans with relatively narrow wings, such as I-, H-, U-, or T-shaped plans ensure that most interior spaces have good access to natural light and winds. Courtyards and atria can also be used to bring light and air to surrounding narrow spaces.
- Incorporate light shelves, prismatic glazing, and other reflective systems to redirect daylight and extend naturally lit interior space to 30 to 35 feet deep.

City removed these two bullet points:

- Incorporate light shelves, prismatic glazing, and other reflective systems to redirect daylight and extend naturally lit interior space to 30 to 35 feet deep.
- Bring outdoor air into one side of a space and exhausting it on an adjacent or opposite side for narrow floor plans to increase the potential for effective cross-ventilation and achieve a well-designed natural cooling strategy.

Explanation:

Guideline is excessive and overreaching. Cities should not regulate interior floor plans. Multifamily developers must have flexibility with interior design. Suggestions throughout section do not account for specific project conditions such as room size, building orientation or adjacent landscape or construction. Guideline will significantly harm development in Avondale.

3. **Page 11: Sustainable Roof**

Current Language:

- For a minimum of seventy-five (75) percent of the total roof surface, a Solar Reflectance Index (SRI) of 78 or higher for a roof with a slope of 2:12 or less, or 29 or higher for a roof with a slope greater than 2:12.
- For a minimum of fifty (50) percent of the total roof surface, a vegetated roof.
- For a minimum of fifty (50) percent of the total roof surface, a rainwater collection system connected to an irrigation system or other building system through piping.
- For a minimum of seventy-five (75) percent of the total roof surface, provide a combined vegetated roof with rainwater collection system and SRI compliant roof.

Explanation:

Guideline is excessive and overreaching. Multifamily developers should have flexibility in how to design their buildings. Guideline is overly prescriptive and specific roof designs do not account for different site conditions or overall design. Guideline will significantly harm housing affordability in Avondale.

4. [SEE PAGES 12-13] Pages 12-13: Site Design

Current Language:

G. Plan streets to efficiently connect all parts of the neighborhood, integrate all modes of transportation, simplify circulation patterns, and connect with adjacent streets through shaded corridors.

I. Provide direct vehicular, bicycle, and pedestrian connections to adjacent residential and nonresidential areas through trail development and buffered bike lanes.

L. Provide direct access for pedestrians to parks, commercial centers, and schools without exiting onto the main roadway. Place pedestrian gates appropriately to ensure safe pedestrian access.

M. Internal pathways need to directly connect to schools, parks, community buildings, or open space.

City removed items G and I above. L was revised to read:

Provide direct access for pedestrians to parks, commercial centers, and schools without exiting onto the main roadway. Place pedestrian gates appropriately to ensure safe pedestrian access. Discretion and flexibility in choosing how and where to install pedestrian connections will be provided.

Explanation:

Guidelines are excessive and overreaching and do not account for specific site conditions.

Incorporating multifamily developments into all adjoining neighborhoods, developments, bus stops, bike paths etc. may not be ideal in all circumstances from a security standpoint.

Multifamily developers understand and appreciate the benefits of pedestrian and bicycle connectivity as integrating into the surrounding community is a benefit of living in apartment communities. However, multifamily communities are also charged with providing a safe and secure living environment for their residents. Because of this security issue we request that the city allow developers discretion and flexibility in choosing how and where to install pedestrian connections.

In item G. it is unclear what “shaded corridors” means or how that must be implemented. In item L. it is unclear what will be required in order to comply with “without exiting onto the main roadway”. Are multifamily developers now responsible for building bike lanes and pedestrian connectivity outside of their own property?

Guidelines will significantly harm housing affordability in Avondale.

5. Page 13: Site Design

Current Language:

P. Provide amenities such as community centers, pools, splash pads, sports activities, internal trails, event spaces, dog parks, and other unique features.

- Centrally locate multi-purpose buildings, community swimming pools, and other amenities so all units are in close – proximity and allow residents ease of access.

Explanation:

Guideline is excessive and overreaching. Guideline does not account for specific site conditions such as community type, lot size or lot shape. Developers need flexibility in how to arrange their projects to best utilize space and optimize project features. Guidelines are overly broad and include significant cost burdens.

6. [SEE PAGE 14] Page 13-14: Site Design

Current Language:

U. Perimeter walls on property lines around the development need to be a minimum of six (6) feet up to eight (8) feet in height.

City removed U.

Explanation:

Guideline conflicts with aforementioned connectivity requirements on Pages 12-13 under sections G, I, L, M by requiring large walls around the perimeter of a property and also requiring bike paths and pedestrian connections. Large perimeter walls also impede efforts required by other guidelines to make buildings visible to the public attractive. Guideline will hinder efforts to bring unique and creative developments to Avondale.

7. Page 14: Site Design

Current Language:

X. Garages are required for developments with more than 100 units. Garages should be attached and account for a minimum of twenty-five (25) percent of the required parking, excluding guest parking.

Explanation:

Guideline is excessive and overreaching. Multifamily developers need flexibility in how and where parking is arranged depending on specific lot conditions. Guideline does not account for other types of parking, building orientation, street orientation, project location, surrounding development or lot size. Guideline stifles unique development in Avondale. Garages are not

appropriate or necessary for all multifamily developments and developers should be allowed flexibility in the decision to include them or not. Guideline is burdensome will significantly harm housing affordability for residents in Avondale.

8. Pages 14-16: Low Impact Development

Current Language:

Entire Sections

Explanation:

It is unclear whether the items under these sections should be considered requirements or optional. It is unclear what the intent of including these sections is or how they will be used when projects are evaluated to determine compliance with the guidelines. Suggestions within these sections are very broad and difficult to interpret. Suggestions throughout sections do not reference cost implications to tenants or developers.

9. [SEE PAGES 15-16] Page 15: Low Impact Development

Current Language:

- Utilize permeable pavers for parking spaces to allow stormwater to seep directly through the pavers into the underground storage system.

City removed this bullet point and another bullet point after it:

- Maximize water permeability by minimizing soil disturbance and compaction in planned landscape areas, reducing paved areas, using permeable paving materials, and preserving open space drainageways when feasible.

Explanation:

Guideline is excessive and overreaching. Permeable pavement surfaces cause significant difficulties for developments as they create erosion underneath pavement and in surrounding areas. It is unclear what “underground storage system” means and whether all projects are required to have an underground storage system.

The overall goal of reducing paved areas and minimizing soil disturbance and compaction conflicts directly with requirements to build pedestrian connectivity, exterior walls, clubhouses, pools and parking garages.

10. [SEE PAGE 16] Pages 16-17: Design Features

Current Language:

- B. Group plants with similar water needs together.
- C. Incorporate one (1) Xeriscape landscape example into open spaces.
- F. Each valve needs to irrigate a landscape zone with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas needs to be irrigated on separate valves. Drip emitters and sprinklers need to be placed on separate valves.

City removed B. F (now C) was revised as follows:

Each valve needs to irrigate a landscape zone with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas needs to be irrigated on separate

valves. Drip emitters and sprinklers need to be placed on separate valves.

Explanation:

Guidelines are excessive and overreaching. Developers should be allowed flexibility in how they landscape properties. Developers should also be allowed flexibility in how they construct irrigation systems. Valve requirements will create significant difficulty in creating efficient irrigation systems and will tie the hands of a developer who is trying to build a functional-

system. Reducing paved areas and minimizing soil disturbance and compaction conflicts directly with pedestrian connectivity, exterior wall, clubhouse, pool and parking garage requirements.

11. [SEE PAGE 18] Page 17: Design Features

Current Language:

D. All common landscaped areas, tracts and retention basins need to be owned and maintained by the Property Management Company or Property Owners Association (POA).

City removed D.

Explanation:

Management companies often do not own the properties they manage and properties are also not always owned by a POA. Guideline needs to be rewritten.

12. [SEE PAGE 16] Page 17: Design Features

Current Language:

E. Maximize water permeability by reducing paved areas using permeable paving materials and preserving open space drainage ways when feasible.

City removed E.

Explanation:

Guideline conflicts with numerous other guidelines. Reducing paved areas and minimizing soil disturbance and compaction conflicts directly with pedestrian connectivity, exterior wall, clubhouse, pool and parking garage requirements. It is unreasonable to assume that all multifamily properties in Avondale will be able to include all of these design features on every apartment development in the city.

13. [SEE PAGE 16] Page 17: Landscape

Current Language:

B. Provide enhanced landscaping including six (6) large specimen trees and landscaped medians at entries.

City revised B as follows:

Provide enhanced landscaping, including large specimen trees, and landscaped medians at entries.

Explanation:

Guideline is overly prescriptive and does not consider specific site conditions such as size, building orientation, or project layout. Guideline may not be practicable in more densely populated urban areas. Guideline will limit the overall creative ability of a developer to design unique developments in Avondale.

14. Page 17: Landscape

Current Language:

D. Grade all hardscapes to direct stormwater to the nearest adjacent landscape designed to manage stormwater flows.

Explanation:

Guideline is excessive and overreaching. Guideline does not account for specific site conditions, overall drainage plans, or size and location of landscaping plans. Guideline is likely not possible to implement in large percentage of multifamily developments.

15. Page 17: Landscape

Current Language:

E. Provide a minimum twelve (12) foot wide landscape tract, inclusive of public utility easement, along buildings' adjacent to a street side yard.

Explanation:

Guideline is overly broad and prescriptive. Guideline does not account for specific site conditions including lot size, lot shape, building orientation or existing neighboring development. Developers need the ability to design and incorporate different features into different projects with individual circumstances.

16. [SEE PAGE 17] Page 17: Landscape

Current Language:

G. For greater shading and cooling, plant a multi-layered composition of shrubs and small trees with a minimum height of ten (10) feet and a width of four (4) feet next to buildings

City removed G.

Explanation:

Guideline is in direct conflict with Page 16 "B. Group plants with similar water needs together". Guideline conflicts with requirements to utilize drought tolerant plants. Guideline does not account for specific site conditions including lot size, lot shape, building orientation or existing neighboring development. It is unclear what "multi-layered composition" means.

17. [SEE PAGE 17] Page 18: Open Space and Amenities

Current Language:

A. A multigenerational approach should be considered when designing open space to promote resident interaction and community choice. Include multiple recreation and passive recreation open spaces accommodating children and adults, events, and community gatherings.

B. Co-locating physical activity spaces for children and parents or guardians can simultaneously

promote physical activity in different age groups

City revised A and B (now A) combining these items as follows:

A multigenerational approach should be considered when designing open space to promote recreation for all age groups. Co-locating physical activity spaces for children and parents or guardians can simultaneously promote physical activity in different age groups.

Explanation:

Guidelines are extremely broad and overreaching. What is a “multigenerational approach”? How many is “multiple”? What is “passive recreation”? The idea that multifamily properties are responsible for promoting “resident interaction and community choice” is unreasonable and impossible to interpret as a design guideline. Multifamily developers should not be required to host events and community gatherings, such activities are not suitable for all living situations.-

Multifamily developers are not responsible for promoting “physical activity in different age groups”. Guidelines will significantly harm housing affordability for residents in Avondale.

18. [SEE PAGE 17] Page 18: Open Space and Amenities

Current Language:

C. A minimum of twenty (20) percent of the site area needs to be devoted to usable open space.

City revised C (now B) as follows:

Devote a minimum of twenty (20) percent of the site area to usable open space.

Explanation:

Guideline is excessive and overreaching. Guideline does not account for specific site conditions including lot size, lot shape or project location. Developers need the ability to design and incorporate different features into different projects with individual circumstances. Guideline will hinder a developer’s ability to increase density which is the fundamental driver of housing affordability. Guideline will significantly harm housing affordability in Avondale and may render certain properties undevelopable.

19. Page 18: Open Space and Amenities

Current Language:

E. Provide ground markings in park settings to stimulate children’s play

Explanation:

Guideline is an overreach. It is unclear what this guideline means. Multifamily developers are not responsible for “stimulating children’s play”. Design of specific features of play areas should be left to the developer.

20. Page 18: Open Space and Amenities

Current Language:

G. Provide drinking fountains to encourage the consumption of tap water for rehydration.

Explanation:

Guideline is excessive and overreaching. Multifamily developers are not responsible for encouraging “consumption of tap water for rehydration”.

21. [SEE PAGE 17] Page 18: Open Space and Amenities

Current Language:

H. New playgrounds should also be designed to reflect the changing knowledge about injury prevention.

City removed H.

Explanation:

Guideline is overly broad and excessive. It is unclear what this guideline means. Design of specific features of play areas should be left to the developer. Developers are not medical-

professionals and the field of injury protection is subject to broad interpretation and ever changing opinions.

22. [SEE PAGE 18] Page 19: Open Space and Amenities

Current Language:

N. Site buildings at a maximum of one-quarter of a mile from a park or usable open space amenity.

City removed N.

Explanation:

Guideline is excessive and overreaching. It is unclear what the term “useable open space” means. Guideline does not account for specific site conditions or project location. Has the city built parks within one- quarter of a mile of all multifamily zoned properties in Avondale? Guideline will significantly harm housing affordability in Avondale.

23. [SEE PAGE 18] Page 19: Open Space and Amenities

Current Language:

Q. Playground tree species with wide canopies need to be planted near pedestrian seating to provide cover from the sun.

City combined and revised Q along with R (now M) below as follows:

Plant tree species with wide canopies near pedestrian seating to provide cover from the sun and cover all playground areas with shade structures.

Explanation:

Guideline conflicts with requirement to utilize drought tolerant plants. Guideline does not account for specific site conditions such as location of playground or location of buildings.

24. [SEE PAGE 18] Page 19: Open Space and Amenities

Current Language:

R. Cover all playground equipment with shade structures and locate trees with wide canopies close by.

City combined and revised R along with Q (now M) above as follows:

Plant tree species with wide canopies near pedestrian seating to provide cover from the sun and cover all playground areas with shade structures.

Explanation:

Guideline is overly prescriptive. Guideline conflicts with requirement to utilize drought tolerant plants. Guideline does not account for specific site conditions such as location of playground or location of buildings.

25. [SEE PAGE 19] Page 20: Building Design

Current Language:

D. Incorporate carriage style garages or tuck under designs to reduce standalone, long garage buildings.

City removed D.

Explanation:

Guideline is excessive and overreaching. Developers need flexibility in designing project features. It is unclear what is meant by “carriage style garages or tuck under designs”. - Guideline does not account for specific site conditions such as lot size, lot shape or project location. Guideline will significantly harm housing affordability in Avondale.

26. Page 20: Building Design

Current Language:

E. Incorporate architectural elements and details that add visual interest, scale, and character to all four-sides of buildings.

Explanation:

Guideline will significantly harm housing affordability in Avondale. Requiring the sides and rears of buildings to be designed to the same standards as street facing facades will result decreased quality and effort throughout the entire development due to the effort and expense incurred constructing costly facades where they will not be seen.

27. [SEE PAGE 20] Page 21: Building Design

Current Language:

H. Utilize high-quality, durable, natural materials. Synthetic materials are acceptable if they are sustainable products.

City removed H.

Explanation:

Guideline is unnecessary and limiting. Developers have a direct interest in utilizing high quality materials and should not be limited to the listed materials. Developers should have the ability to utilize the full range of building materials in order to create a quality product. Guideline will limit the ability of a developer to build unique and creative developments. Guideline will significantly harm housing affordability in Avondale.

28. Page 21: Building Design

Current Language:

I. Utilize contrasting, but complementary, colors for trim, windows, doors, and key architectural elements. Pastels are discouraged.

1. The colors of roofing materials need not be altered by staining or painting.

Explanation:

Guideline is excessive, unnecessary and limiting. Developers should have the ability to utilize the full range of building materials and colors in order to create a quality product. It is unclear what “pastel” means. Guideline will limit the ability of a developer to build unique and creative developments in Avondale.

29. [SEE PAGE 20] Page 21: Building Design

Current Language:

J. The roofline may be changed by the following options:

- a. Alternating the ridgeline between parallel and perpendicular to the street.
- b. Alternating the roof type between gable and hip.
- c. Alternating the roofline pitch by a minimum of three units vertical, for example 22 3:12 to 6:12.
- d. Alternating between two- to three-story units.

City removed these two items:

1. The colors of roofing materials need not be altered by staining or painting.
2. Roof materials need to exhibit earth-tone colors and be non-reflective in muted tones. Acceptable roof materials include: clay tile, slate tile, barrel tile, flat tile, cool roof tile.

Explanation:

Guidelines are excessive and overreaching. Developers need flexibility in how do design projects in order to create unique and desirable developments. Guidelines do not account for specific site conditions. Guidelines will eliminate a developers ability to bring variety in the type of projects they bring to Avondale.

30. Page 22: Building Design

Current Language:

L. Metal flashing, vents, pipes, gutters, electrical panels and other exposed metal must be painted to match the color of the house and avoid exposed metal flues.

Explanation:

Guideline is excessive and overreaching. Developers need flexibility in how do design projects in order to create unique and desirable developments. Guideline will limit the ability of a developer to build unique and creative developments.

31. Page 25: Maintenance

Current Language:

Entire Section

Explanation:

Maintenance requirements should not be included in design guidelines. Crime prevention is an extremely important aspect of all multifamily developments however rules about property maintenance are misplaced inside of this document and should be asserted elsewhere.

We appreciate your consideration of our industry's comments and recommendations. If you have any questions regarding our position or comments, please do not hesitate to contact me at (520) 904-3198 or jack@azcapitolconsulting.com.

Respectfully,

Jack Horton

Capitol Consulting, LLC

On behalf of: The Arizona Multihousing Association

CC.

Courtney LeVinus

Jake Hinman