



City of Avondale

City Council Meeting

Monday, May 20, 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, May 20, 2019

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

WORK SESSION
6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. POLICE BUILDING EXPANSION AND PROPERTY AND EVIDENCE ROOM CONCEPTUAL PLAN DESIGN

City Staff will present to Council, the schematic design for the expansion of the Police Department building and property and evidence storage. This item is for discussion only.

3. RESOURCE CENTER SCHEMATIC DESIGN PRESENTATION

City Staff will present to Council, the schematic design 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. 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. SERIES 12 (RESTAURANT) LIQUOR LICENSE - PORTILLO'S HOT DOGS

City Council will consider a request to approve an application for a Series 12 (Restaurant) License submitted by Gregory John Stenberg to sell all spirituous liquors at Portillo's Hot Dogs located at 10331 West McDowell Road in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. RE-APPOINTMENT OF JUDGES PRO TEMPORE

City Council will consider a request to re-appoint the existing judges pro tempore to two year terms expiring on June 1, 2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. SECOND AMENDMENT TO SMALL CELL WIRELESS FACILITY TERMS AND CONDITIONS

City Council will consider a request to adopt a Second Amendment to the Small Cell Wireless Facility Terms and Conditions and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. CONTRACT AWARD WITH ARIZONA CART SERVICES FOR SHOPPING CART RETRIEVAL SERVICES

City Council will consider a request to award a contract to Arizona Cart Services to provide retrieval services of stray shopping carts within the city limits, in the amount of \$12,000 with the option for up to four successive renewals for an aggregate amount not to exceed \$60,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. TERMINATION OF INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF AVONDALE AND MARICOPA COUNTY

City Council will consider a request to terminate four previous Intergovernmental Agreements between the City of Avondale and Maricopa County and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 3554-519 - APPROVING 2019-2020 HUD ANNUAL ACTION PLAN

City Council will consider a request to adopt Resolution 3554-519 approving the 2019-2020 Annual Action Plan portion of the 2015-2019 Consolidated Plan and authorize the Mayor or City Manager and City Clerk to take the steps necessary to submit the necessary documents for receipt of Federal Community Development Block Grant (CDBG) funds. The Council will take appropriate action.

g. ORDINANCE 1693-519 - AMENDING CITY CODE, CHAPTER 2 (ADMINISTRATION) AND RESOLUTION 3553-519 - AMENDING THE COUNCIL RULES OF PROCEDURE, SECTION 4.1 - PERTAINING TO CITY COUNCIL MEETING TIMES

City Council will consider a request to (a) adopt Ordinance 1693-519, amending City Code Chapter 2 (Administration), Article I (In General), repealing Section 2-2 in its entirety pertaining to City Council meeting times and renumbering it as Section 2-2 Reserved; and (b) adopt Resolution 3553-519 amending the Council Rules of Procedure 4.1, Regular Meetings and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

h. ORDINANCE 1687-519 - ACQUISITION OF REAL PROPERTY FOR THE 107TH AVENUE AND MCDOWELL ROAD PROJECT

City Council will consider a request to adopt Ordinance 1687-519 authorizing the dedication, purchase, or condemnation of real property for the 107th Avenue and McDowell Road Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 1694-519 - ACQUISITION OF REAL PROPERTY FROM MARICOPA COUNTY AT THE AVONDALE CIVIC CENTER CAMPUS

City Council will consider a request to adopt Ordinance 1694-519 authorizing the acquisition of real property for public use from Maricopa County located at the Avondale Civic Center campus adjacent to the Civic Center library and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

j. REPLAT OF LOT 11, AVONDALE AUTOMALL PHASE 2 (APPLICATION PL-19-0039)

City Council will consider a request by Ms. Waldy Coronado, Westwood Professional Services, for approval of a Replat of Lot 11, Avondale Automall Phase 2. The proposed Replat will divide the 16.9-acre Lot 11 into three parcels and dedicate access and utility easements on the property located east of the southeast corner of 107th Avenue and Dealer Drive. The Council will take appropriate action.

4. REGULAR AGENDA

a. ALAMAR PHASE 2 PRELIMINARY PLAT (APPLICATION PL-18-0322)

City Council will consider a request by Mr. Frank Koo, Wood Patel & Associates, for approval of a Preliminary Plat for Alamar Phase 2, subdividing 122.4 acres of land into 346 single-family residential lots located on the southwest corner of Avondale Boulevard and the Alamar Parkway alignment, El Mirage Road. Council will take appropriate action.

b. ALAMAR PHASE 3 PRELIMINARY PLAT (APPLICATION PL-18-0323)

City Council will consider a request by Mr. Frank Koo, Wood Patel & Associates, for approval of the Alamar Phase 3 Preliminary Plat, subdividing 99.4 acres of land into 317 single-family residential lots, located north of Sunland Avenue and east of the Alamar Parkway alignment, El Mirage Road. Council will take appropriate action.

c. CERRO VISTA - CONTINUANCE OF A GENERAL PLAN AMENDMENT REQUEST (APPLICATION PL-18-0079)

City Council will consider a continuance by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., for application PL-18-0079 Cerro Vista. The application is a request to amend the General Plan 2030 Land Use Map for 11.4-acres of land from Urban Residential (UR) to High Density Residential (HDR) on property located east of the northeast corner of Fairway Drive and Van Buren Street. The Council will take appropriate action.

d. CERRO VISTA - CONTINUANCE OF A REZONING REQUEST (APPLICATION PL-18-0080)

City Council will consider a continuance by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., for application PL-18-0080 Cerro Vista. The application is a request to rezone approximately 11.4-acres of land from Agriculture (AG) and Community Commercial (C-2) to Planned Area Development (PAD) for a high-density urban living multi-family residential development. The Council will take appropriate action.

5. 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: Police Building Expansion and Property and Evidence Room Conceptual Plan Design

MEETING DATE: 5/20/2019

TO: Mayor and Council

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

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

PURPOSE:

City Staff will present to Council, the schematic design for the expansion of the Police Department building and property and evidence storage. This item is for discussion only.

BACKGROUND:

In tandem with the FY2019 budget, City Council approved the Capital Improvement Project PL 1161, for the police building expansion and property and evidence room. The project includes the design, and renovations and construction of the new building starting in January 2020, with project completion planned for the Fall, 2020.

On January 09, 2019, the City issued RFP PD 19-050 requesting that qualified design firms submit statements of qualification (SOQ) outlining their ability to design this project and to meet the City's needs. Six firms submitted SOQ's and, after a thorough evaluation process, Architekton was identified as the top candidate. City Council awarded a contract with Architekton on March 25, 2019.

DISCUSSION:

City Staff and Architekton have been meeting weekly to discuss the functionality and organization of the new space and have completed the design charrette and programming identified as the first task.

The conceptual design proposed includes renovations to the existing building (approximately 6,700 S.F.) to include Community Services, records, a briefing room, conference rooms, training area, and support services. An additional 15,000 square feet of new building will include Community Services, Professional Standards Bureau, staff offices, cubical space, and 12,000 square feet of property and evidence room space with a mezzanine.

The structural design of the first floor roof will allow for a future second floor addition to the full building. An additional nine new parking spaces and outdoor space for loading and storage is included. Architekton will need to make some minor changes to the storage area wall adjacent to the Court building to ensure these two

buildings are complementary of each other.

The conceptual site plan, floor plan, and elevations are attached to this report for Council's review. Police staff have identified the layout and floor plan necessary to function efficiently and provide for the department's space needs well into the future.

The PD, staff and management have reviewed the designs and are confident the expansion will support future growth. In order to maintain the current timeline for approval, construction, and increasing costs - staff recommends we move forward as expeditiously as possible. If any other modifications are made we would entertain a change order and come back to council for further approvals.

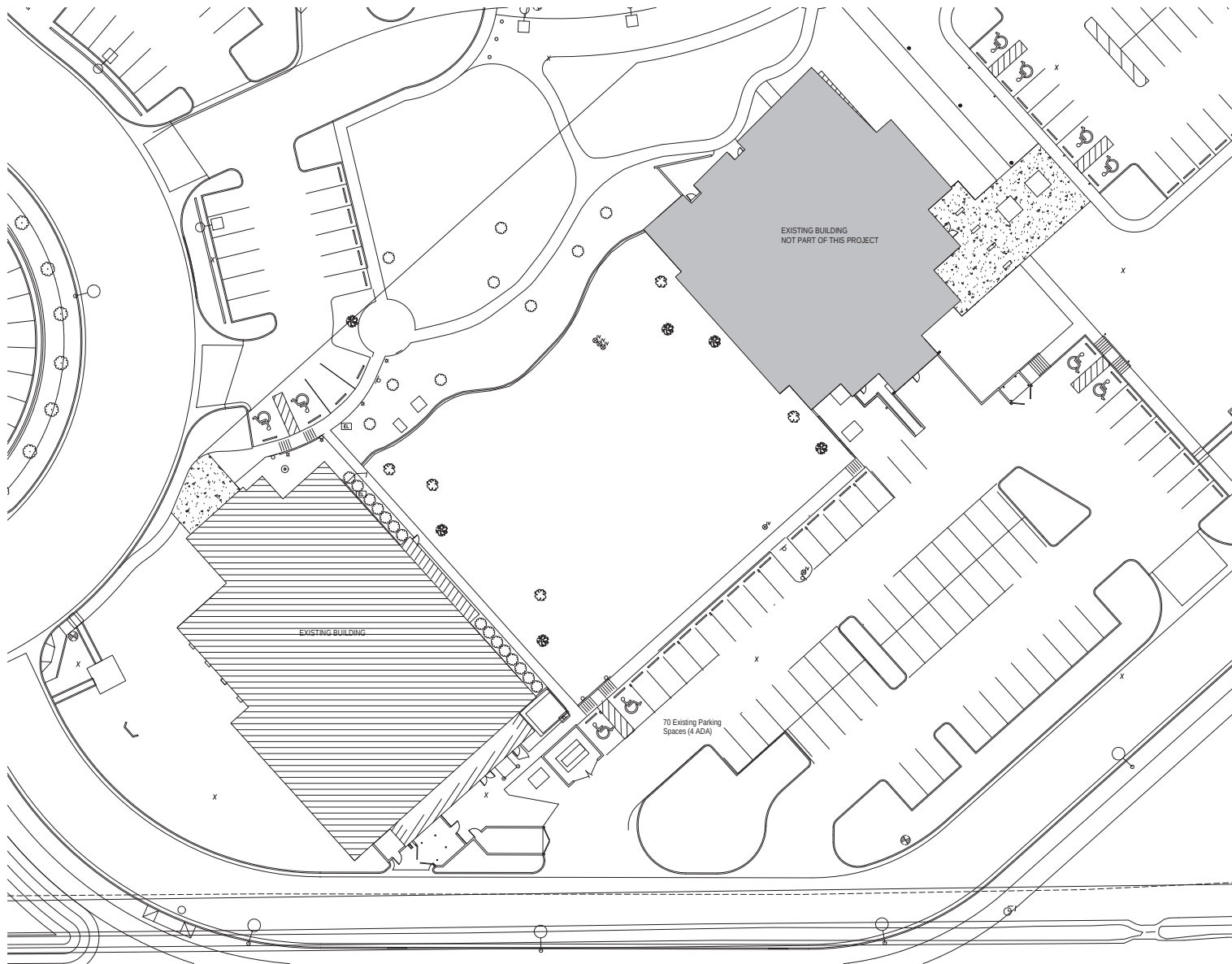
Staff will present to the City Council a site plan, floor plan, and conceptual design for the building expansion and property and evidence room and will collect Council's input on this project as well as be available to answer any questions.

BUDGET IMPACT:

Funding for this project has been in the Tentatively adopted FY2020 budget for \$9,516,881.

RECOMMENDATION:

Staff and Architekton request feedback from City Council on the conceptual design.



1

SITE PLAN EXISTING

1" = 20'-0"

City of Avondale
Police Department
Expansion

City of Avondale
11485 Civic Center Dr, Avondale, AZ 85323

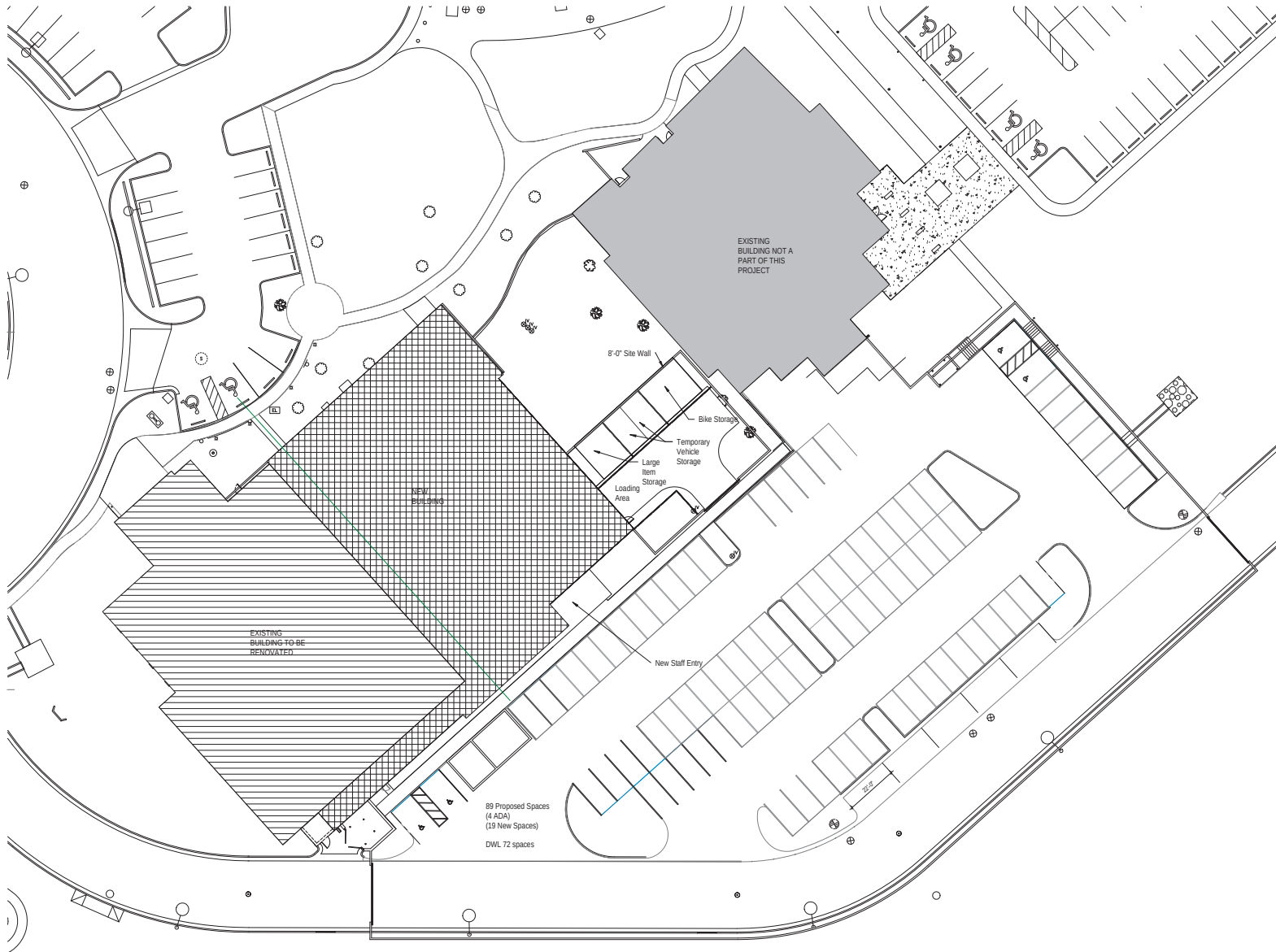
DELTA REVISIONS

#	DESCRIPTION	DATE
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NOT FOR
CONSTRUCTION

PROJECT # 10114
ISSUE DATE: 05/21/2019
ISSUE NAME: Conceptual Design
PLOT DATE: 05/21/2019 09:11 AM

A010
ARCHITECTURAL SITE
PLAN EXISTING



1 SITE PLAN PROPOSED

1" = 20'-0"

City of Avondale
Police Department
Expansion

City of Avondale
11485 Civic Center Dr, Avondale, AZ 85323

DELTA REVISIONS

#	DESCRIPTION	DATE
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NOT FOR
CONSTRUCTION

PROJECT # 10114
ISSUE DATE 10/21/2020
ISSUE NAME Conceptual Design
PLOT DATE 10/21/2020 10:40:40

A011
ARCHITECTURAL SITE
PLAN PROPOSED

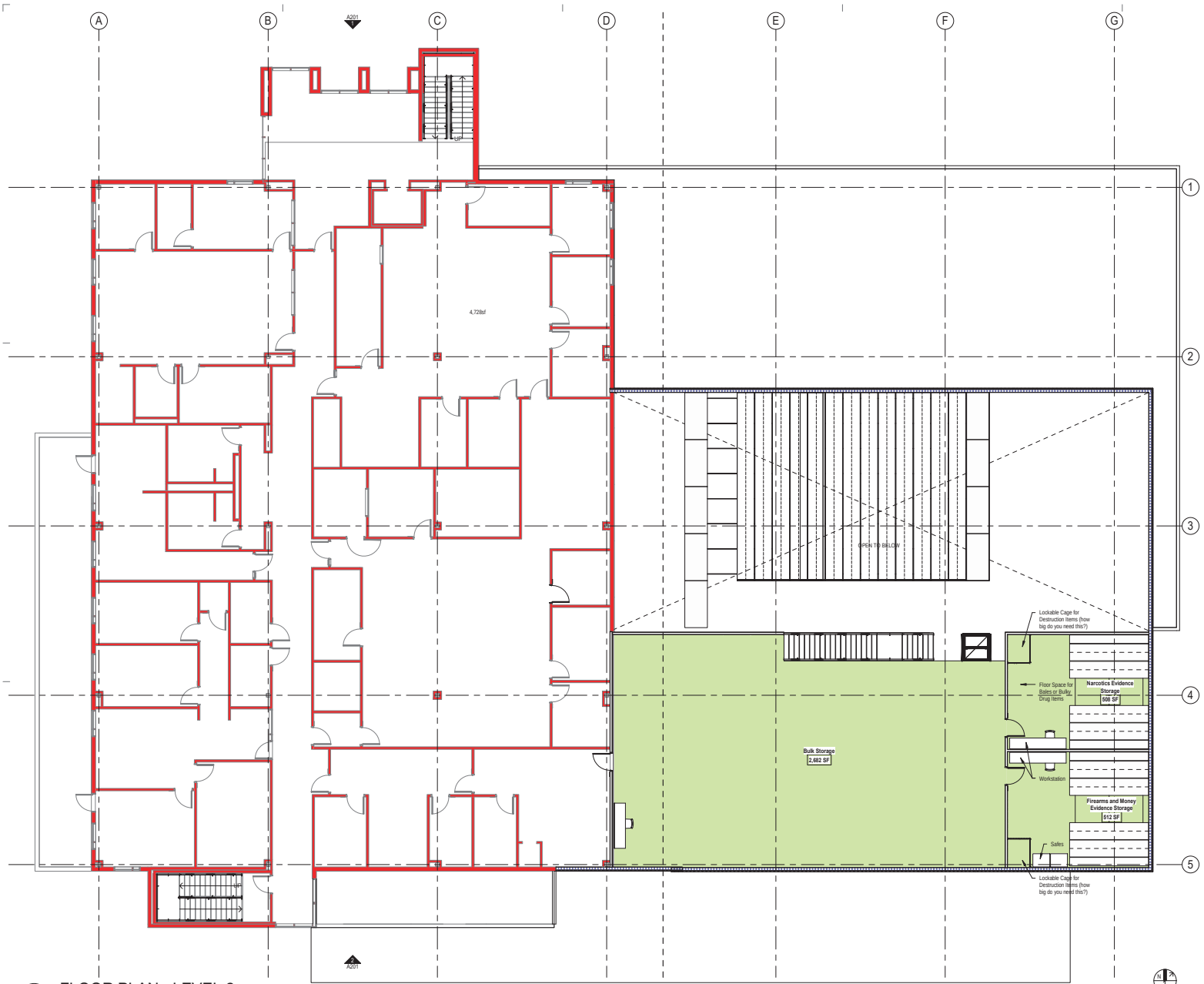
DELTA REVISIONS		
#	DESCRIPTION	DATE

PROJECT # 18104
ISSUE DATE 03/12/2018
ISSUE NAME Conceptual Design
PRINT DATE 5/6/2018 4:25:20 PM

A101

LEVEL 1 FLOOR PLAN OVERALL





A1 FLOOR PLAN - LEVEL 2
1/8" = 1'-0"

City of Avondale
Police Department
Expansion

City of Avondale
11485 Civic Center Dr, Avondale, AZ 85323

DELTA REVISIONS		
#	DESCRIPTION	DATE

NOT FOR
CONSTRUCTION

PROJECT # 10114
ISSUE DATE: 03/23/2019
ISSUE NAME: Commercial Design
PLOT DATE: 03/23/2019

A102
LEVEL 2 FLOOR PLAN
OVERALL



1 Public Aerial View

City of Avondale
Police Department
Expansion

City of Avondale
11485 Civic Center Dr, Avondale, AZ 85323

DELTA REVISIONS		
#	DESCRIPTION	DATE

NOT FOR
CONSTRUCTION

PROJECT # 10101
ISSUE DATE: 03/11/2019
ISSUE NAME: Conceptual Design
PLOT DATE: 03/11/2019 10:40:00
A108
PUBLIC PERSPECTIVE



City of Avondale
Police Department
Expansion

City of Avondale
11485 Civic Center Dr, Avondale, AZ 85323

DELTA REVISIONS		
#	DESCRIPTION	DATE

NOT FOR
CONSTRUCTION

PROJECT # 10101
ISSUE DATE: 05/11/2019
ISSUE NAME: Conceptual Design
PLOT DATE: 05/09/2019 10:49 AM
A109
STAFF PERSPECTIVE

1 Staff Aerial View



CITY COUNCIL REPORT

SUBJECT: Resource Center Schematic Design Presentation

MEETING DATE: 5/20/2019

TO: Mayor and Council

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

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

PURPOSE:

City Staff will present to Council, the schematic design 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.

On February 05, 2019, the City issued RFP NFS 19-066 requesting that qualified design firms submit statements of qualification (SOQ) outlining their ability to design this project and to meet the City's needs. Five firms submitted SOQ's and, after a thorough evaluation process, Architekton was identified as the top candidate. City Council awarded a contract with Architekton on March 25, 2019.

DISCUSSION:

City Staff and the Senior and Resource Center partners have been meeting with Architekton weekly to discuss the functionality and organization of the new space. Key elements during the visioning sessions for the new facility that have been discussed with Architekton is the need to create an environment that is warm and welcoming, safe and supportive, caring, family oriented, collaborative, effective, efficient and resilient. The five (5) core values identified for the new facilities are: (1) Empathy (2) Integrity, (3) Family, (4) Synergy, and (5) Adaptability.

A design charrette and program meetings have also been held with key staff members and the city partners. Each meeting has identified the need for the new facility to be designed efficiently and effectively, be an icon for the community, and be able serve its members and staff well into the future.

The overall design will include a one story building, 25,000 S.F. of open and functional space for its members. The design will have an inviting entry way with a welcome area/front desk, outdoor shaded areas for walking, gathering, and socializing, active fitness space, dining hall, commercial kitchen, multi-purpose meeting rooms,

classrooms, partner work stations, new offices, a play area, cubicles, and storage. The overall design of the building will capture architectural features to ensure it is a pillar of the community, honor Mayor Marie Lopez Rogers, and be located appropriately on the site to capture the view of the Estrella Mountains. The Zoom bus will also provide direct pick up and drop off service to the new facility.

Staff will present City Council with the attached conceptual schematic designs and collect Council's input on this project, as well as be available to answer any questions. Staff will return with detailed plans at an upcoming Council meeting.

Staff and management have reviewed the overall design and are confident the facility will support future growth. In order to maintain the current timeline for approval, construction, and increasing costs, staff recommends we move forward as expeditiously as possible. If any other modifications are made we would entertain a change order and come back to Council for further approvals.

The tentative schedule for the project is as follows:

Award Construction Contract: June 3, 2019

Complete Design: December, 2019

Begin Construction: January, 2020

Project Completion: Fall 2020

BUDGET IMPACT:

Funding for this project is included in the Tentatively adopted FY2020 budget for \$11,720,707.

RECOMMENDATION:

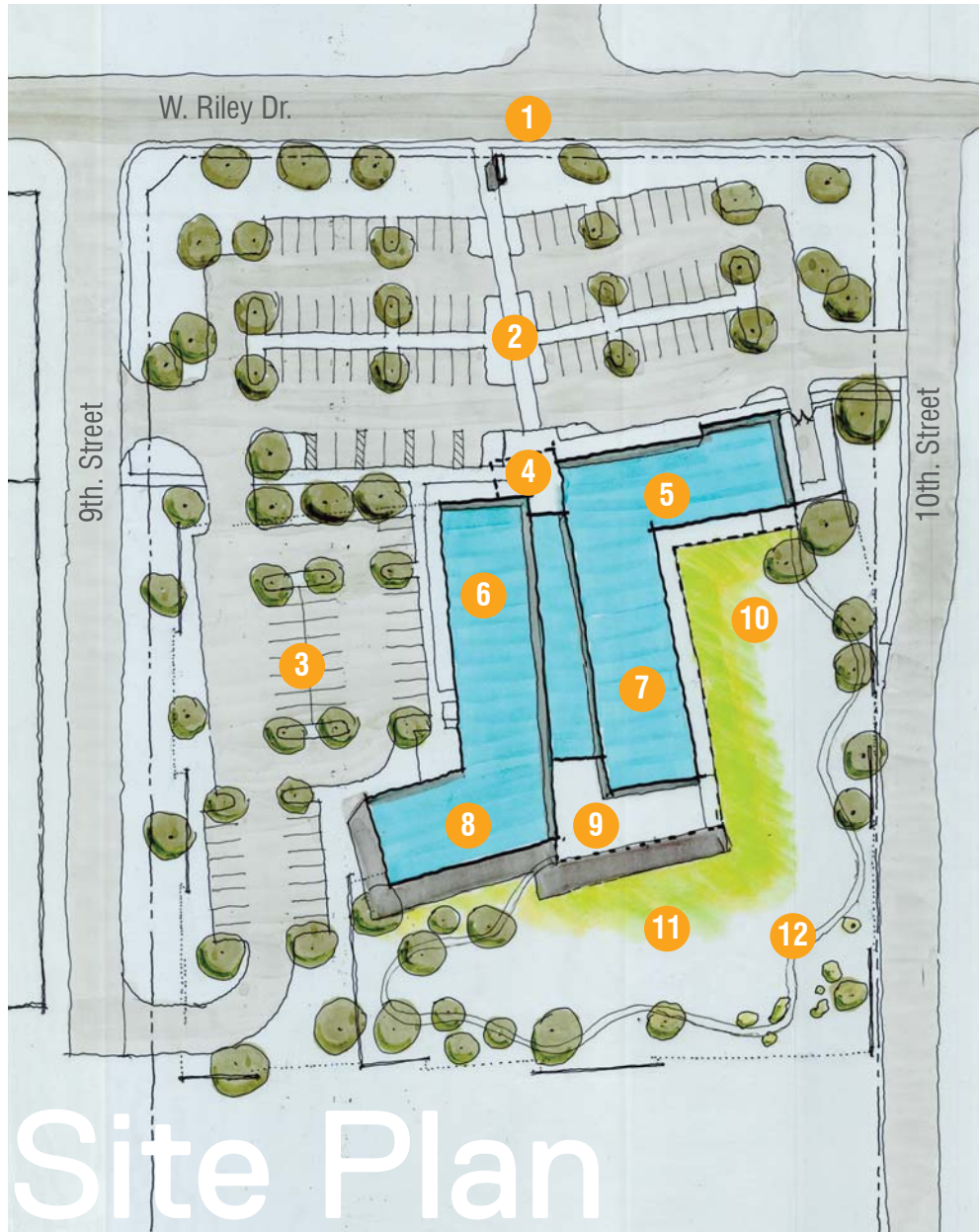
City staff will request feedback from the City Council on the schematic design.

E. RILEY DR.

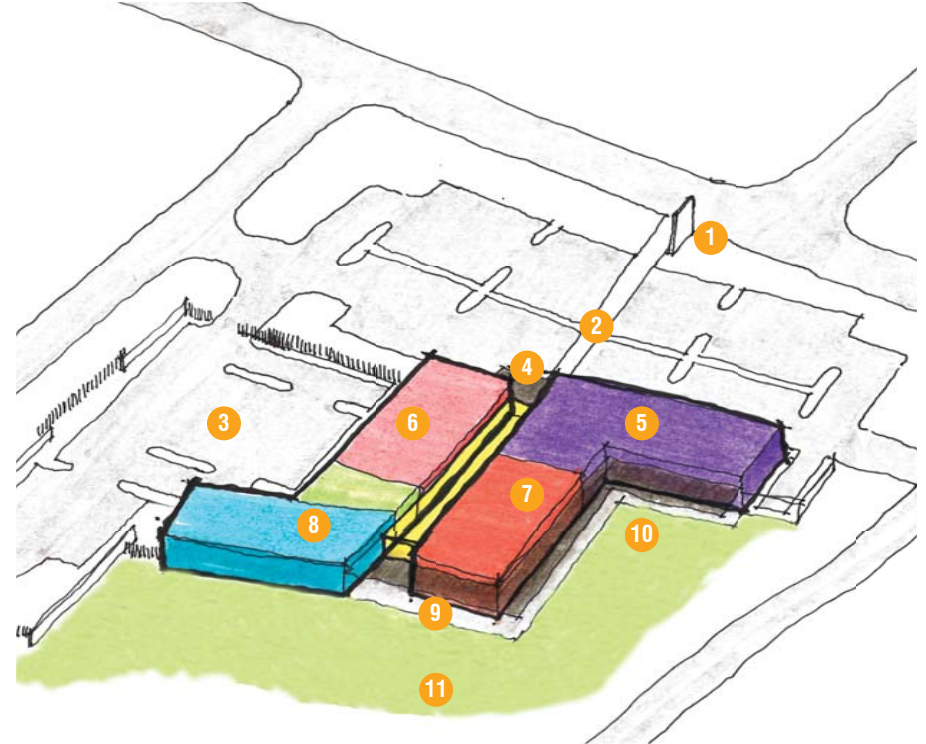
9TH ST

10TH ST





- 1 Monument sign
- 2 Public parking
- 3 Secured parking
- 4 Entry Porch
- 5 Senior Center
- 6 Resource Center
- 7 Community Rooms
- 8 City Program Staff
- 9 Back Patio
- 10 Garden
- 11 Backyard
- 12 Walking path





Estrella View



CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - Portillo's Hot Dogs

MEETING DATE: 5/20/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve an application for a Series 12 (Restaurant) License submitted by Gregory John Stenberg to sell all spirituous liquors at Portillo's Hot Dogs located at 10331 West McDowell Road in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Portillo's Hot Dogs, a new restaurant anticipated to open this summer, is currently under construction in Park 10, west of the southwest corner of McDowell Road and 103rd Avenue. The requested Series 12 (Restaurant) liquor license will allow the sale of alcoholic beverages ancillary to the sale of food on the premises.

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

The General Plan designates the property as Freeway Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning.

DISCUSSION:

Staff has received an application from Gregory John Stenberg for a Series 12 (Restaurant) Liquor License to sell all spirituous liquors at Portillo's Hot Dogs located at 10331 West McDowell Road in Avondale.

The fees in the amount of \$1050 have been paid in full.

As required by state law and city ordinance, the application was posted for the required period of time beginning on April 25, 2019. A notice was published in the Southwest Valley Republic on May 1st and May 3rd. No comments have been received.

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

recommending approval. Their comments are attached.

BUDGET IMPACT:

None.

RECOMMENDATION:

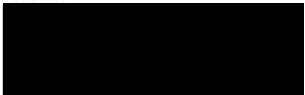
Staff is recommending approval of a request to approve an application for a Series 12 (Restaurant) License submitted by Gregory John Stenberg to sell all spirituous liquors at Portillo's Hot Dogs located at 10331 West McDowell Road in Avondale.

State of Arizona
Department of Liquor Licenses and Control

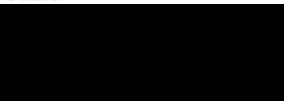
Created 04/15/2019 @ 12:28:01 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	PORTILLOS HOT DOGS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	10331 W MCDOWELL ROAD AVONDALE, AZ 85392 USA		
Mailing Address:	 USA		
Phone:	(000)000-0000		
Alt. Phone:			
Email:			

AGENT

Name:	GREGORY JOHN STENBERG
Gender:	Male
Correspondence Address:	 USA
Phone:	
Alt. Phone:	
Email:	

OWNER

Name: PORTILLO'S HOT DOGS LLC
Contact Name: GREGORY STENBERG
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R20540918 State of Incorporation: DE
Incorporation Date: 07/23/1976
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]

Alt. Phone: [REDACTED]

Email: [REDACTED]

Officers / Stockholders

Name:	Title:	% Interest:
PORTILLO'S HOLDINGS LLC	ManagingMember,Stockholder	100.00
OMID MICHAEL OSANLOO	President	
THOMAS WAYNE STOLTZ	CFO	
SUSAN BETH SHELTON	Sec	

**PORTILLO'S HOT DOGS LLC -
ManagingMember,Stockholder**

Name: PORTILLO'S HOLDINGS LLC
Contact Name: GREGORY STENBERG
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 5558029 State of Incorporation: DE
Incorporation Date: [REDACTED]
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]

Alt. Phone: [REDACTED]

Email: [REDACTED]

**PORTILLO'S HOLDINGS LLC -
Stockholder,ManagingMember**

Name: PHD INTERMEDIATE LLC
Contact Name: GREGORY STENBERG
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 5557492 State of Incorporation: DE
Incorporation Date: [REDACTED]
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]

Alt. Phone: [REDACTED]

Email: [REDACTED]

**PHD INTERMEDIATE LLC -
Stockholder,ManagingMember**

Name: PHD GROUP HOLDINGS LLC
Contact Name: GREGORY STENBERG
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 5557490 State of Incorporation: DE
Incorporation Date:
Correspondence Address:

USA

Phone:
Alt. Phone:
Email:

**PHD GROUP HOLDINGS LLC -
Stockholder,Member**

Name: BERKSHIRE FUND VIII LP
Contact Name: GREGORY STENBERG
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

USA

Phone:
Alt. Phone:
Email:

**PHD GROUP HOLDINGS LLC -
Stockholder,Member**

Name: BERKSHIRE FUND VIII A LP
Contact Name: GREGORY STENBERG
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

USA

Phone:
Alt. Phone:
Email:

PHD GROUP HOLDINGS LLC - Sec
PHD INTERMEDIATE LLC - Sec
PORTILLO'S HOLDINGS LLC - Sec
PORTILLO'S HOT DOGS LLC - Sec

Name: SUSAN BETH SHELTON

Gender: Female

Correspondence Address:

[REDACTED]

USA

Phone:

[REDACTED]

Alt. Phone:

Email:

[REDACTED]

PHD GROUP HOLDINGS LLC - CFO
PHD INTERMEDIATE LLC - CFO
PORTILLO'S HOLDINGS LLC - CFO
PORTILLO'S HOT DOGS LLC - CFO

Name: THOMAS WAYNE STOLTZ

Gender: Male

Correspondence Address:

[REDACTED]

USA

Phone:

[REDACTED]

Alt. Phone:

Email:

[REDACTED]

PHD GROUP HOLDINGS LLC - President
PHD INTERMEDIATE LLC - President
PORTILLO'S HOLDINGS LLC - President
PORTILLO'S HOT DOGS LLC - President

Name: OMID MICHAEL OSANLOO

Gender: Male

Correspondence Address:

[REDACTED]

USA

Phone:

[REDACTED]

Alt. Phone:

Email:

[REDACTED]

MANAGERS

Name: JAMES ALAN FISCHER II
Gender: Male
Correspondence Address: [REDACTED]

Phone: [REDACTED]
Alt. Phone:
Email:

Name: GREGORY JOHN STENBERG
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Name: ANTON DALE PHILLIPS
Gender: Male
Correspondence Address: [REDACTED]

Phone: [REDACTED]
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 58003
Application Type: New Application
Created Date: ~~03/27/2019~~ 4/15/19 *Jm*

QUESTIONS & ANSWERS

012 Restaurant

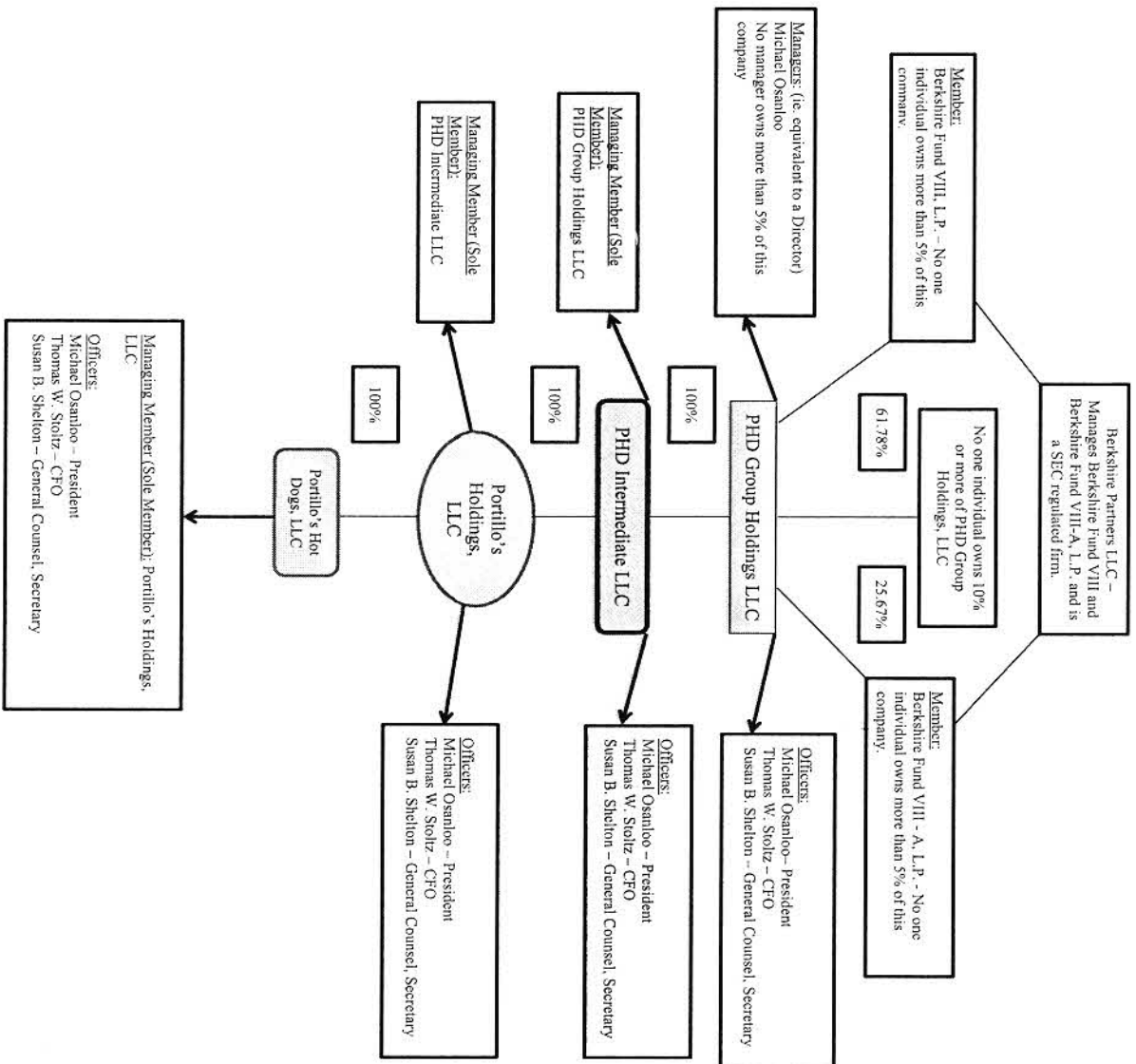
- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No

- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
See Attached
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
None
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
Yes
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
contiguous
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	03/27/2019
LEASE	Memorandum of Lease.pdf	03/27/2019
MENU	Menu.pdf	03/27/2019
QUESTIONNAIRE	AZ-Questionnaire - M. Osanloo.pdf	03/27/2019
QUESTIONNAIRE	AZ Questionnaire - T. Stoltz.pdf	03/27/2019
QUESTIONNAIRE	Az Questionnaire - S. Shelton.pdf	03/27/2019
QUESTIONNAIRE	AZ Questionnaire and Statement of Citizenship G. Stenberg.pdf	03/27/2019
RESTAURANT OPERATION PLAN	Restaurant Operation Plan.pdf	03/27/2019
RECORDS REQUIRED FOR AUDIT	Audit Records Form.pdf	03/27/2019
	AZ Questionnaire - T. Stoltz.pdf	04/15/2019

AZ Questionnaire - G. Stenberg.pdf 04/15/2019
Basic and Management Liquor License Training Certificates.pdf 04/15/2019
Letter to AZ Department of Liquor.pdf 04/15/2019
Organization chart.pdf 04/15/2019



#6

penalty if
lease is not fulfilled for

24. DEFAULT/REMEDIES.

A. Default By Landlord. Landlord shall be in default under this Lease if (i) Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord (provided that if such failure cannot reasonably be cured within said thirty (30) day period, Landlord shall be in default hereunder only if Landlord fails to commence the cure of said failure within said thirty (30) day period, or having commenced the curative action within said thirty (30) day period, fails to diligently pursue same), and (ii) each mortgagee of whose identity Tenant has been notified in writing shall have failed to cure such default within thirty (30) days (or such longer period of time as may be specified in any written agreement between Tenant and mortgagee regarding such matter) after receipt of written notice from Tenant of Landlord's failure to cure within the time periods provided above. In the event of a default by Landlord under this Lease, Tenant shall use reasonable efforts to mitigate its damages and losses arising from any such default, including, but not limited to curing such default in which case Landlord shall pay to Tenant upon demand the cost thereof ("Tenant's Costs") within thirty (30) days and Tenant may pursue any and all remedies available to it at law or in equity. Tenant shall not be entitled to special, consequential, or punitive damages. Notwithstanding anything to the contrary set forth herein, provided that Tenant has provided to Landlord reasonable supporting documentation for reimbursement of Tenant's Costs, if Landlord fails to reimburse Tenant for Tenant's Costs within thirty (30) days, Tenant shall have the right to provide Landlord with a second request for reimbursement. If Landlord fails to reimburse Tenant for Tenant's Costs within ten (10) business days after its receipt of such second notice from Tenant, Tenant shall be entitled to deduct (up to \$5,000 of Rent per month until fully disbursed) Tenant's Costs payable to Tenant hereunder from the next installment(s) of Rent due under this Lease. Notwithstanding the foregoing, if within such ten (10) business day period Landlord provides written notice to Tenant that Landlord disputes Tenant's Costs, then Tenant shall not be entitled to deduct such amounts in dispute from Rent in accordance with this Section until such time as Tenant has provided to Landlord's reasonable satisfaction such condition(s) to payment and, after providing the written notices set forth above, Landlord fails to reimburse Tenant for Tenant's Costs within twenty (20) days thereafter.

B. Default By Tenant. If Tenant defaults in the performance of any obligation under this Lease, Landlord shall give notice to Tenant specifying the nature of the default.

(i) Non-Monetary Defaults. If Tenant does not, within thirty (30) days after receipt of the notice, cure the default, or, if the default is of a nature that it cannot reasonably be cured within a period of thirty (30) days, and Tenant does not commence the cure within the thirty (30) day period and proceed thereafter with reasonable diligence and in good faith to cure the default, then after the expiration of the thirty (30) day period Landlord shall have the right to pursue all available legal and equitable remedies. Landlord shall not be entitled to special, consequential, or punitive damages.

(ii) Monetary Defaults. If Tenant does not, within ten (10) days after receipt of the notice, cure a default in the payment of Rent or other charges properly due to

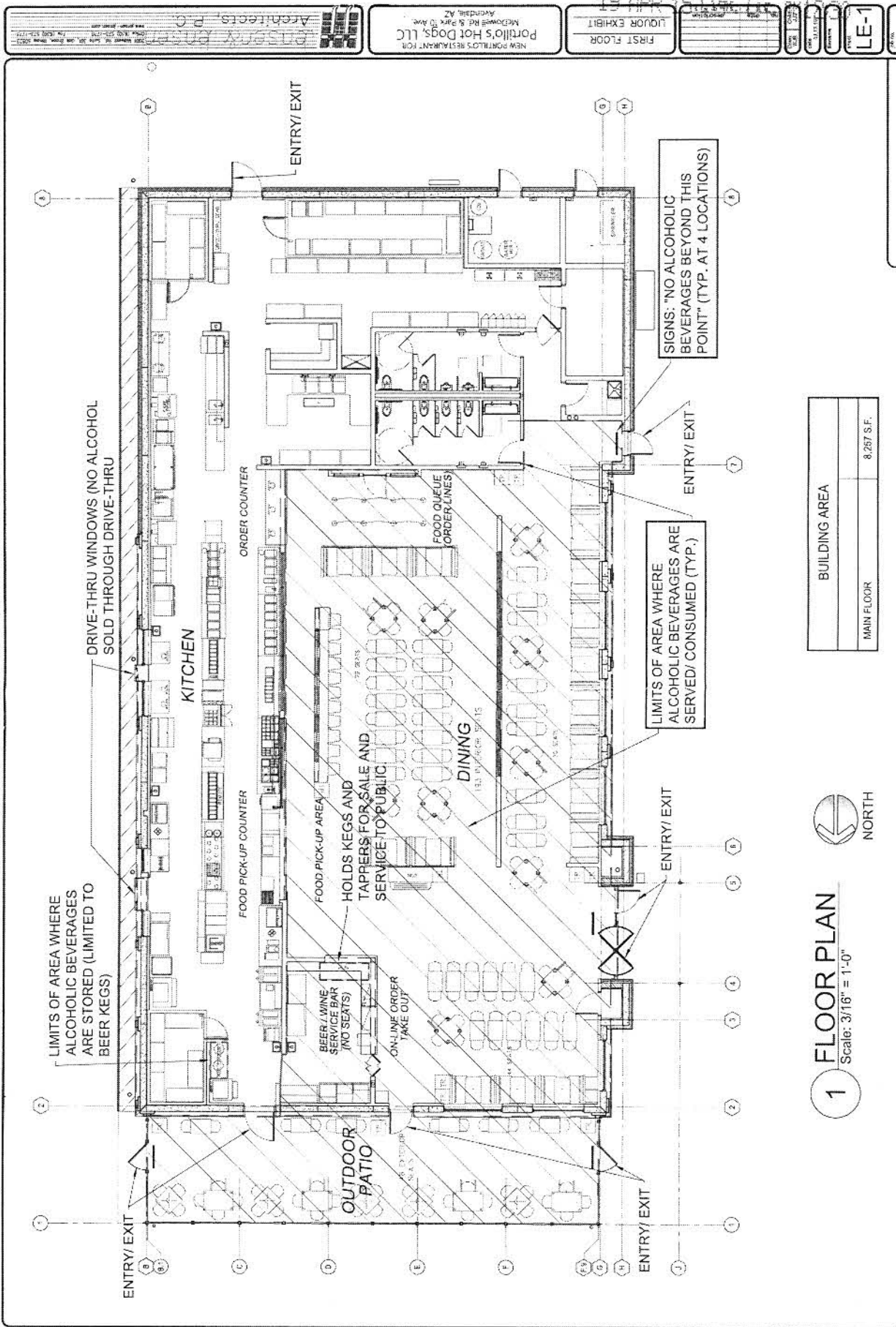
Landlord (provided, however, Landlord shall not be obligated to give such notice of failure to pay to Tenant more than two (2) times in any twelve (12) month period, and in the event of Tenant's failure to timely pay any subsequent installment in such twelve (12) month period such failure shall constitute a default regardless of whether notice thereof is given), then Landlord shall have the right to pursue all available legal and equitable remedies. Landlord shall use commercially reasonable efforts to mitigate any damages and may not, under any circumstance accelerate Rent for more than one (1) year increments.

26. TENANT'S OPENING AND CONTINUOUS OPERATION COVENANTS.

Nothing set forth in the Lease shall be construed, in any manner whatsoever, as an express or implied covenant on the part of Tenant to open or thereafter continuously operate any business operations on the Premises, and Landlord specifically acknowledges that there is no covenant of continuous operation on the part of Tenant, express or implied. Nothing set forth in the Lease shall be construed, in any manner whatsoever, as an express or implied radius restriction and Landlord specifically acknowledges that there shall be no restriction on Tenant's right to open a Portillo's restaurant in any geographic area.

Landlord shall have the right to recapture the Premises and terminate this Lease if the Tenant ceases to operate on the Premises for more than three hundred sixty-five (365) consecutive days (except for casualty, condemnation or Force Majeure). Landlord shall give Tenant at least sixty (60) days' notice of such a termination following such three hundred sixty-five (365) day period, and said termination shall take effect on the thirtieth (30th) day after such a notice, unless Tenant recommences business in the Premises prior to the effective termination date, in which case Landlord's termination shall be null and void. In the event of a termination, Landlord shall reimburse Tenant, within sixty (60) days after the effective termination date, for

Tenant unamortized cost of the Tenant Improvements (amortized straight line over the initial Lease Term; the amount to be amortized shall be based on actual costs for Tenant Improvements, excluding Tenant's unaffixed furniture, fixtures and equipment. Tenant shall have the right to remove its furniture, fixtures and equipment, signage, and other trade dress from the Premises if Landlord terminates this Lease.



BUILDING AREA	8,257 S.F.
MAIN FLOOR	



1 FLOOR PLAN
Scale: 3/16" = 1'-0"

19 APR 15 11:49 AM



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

DLLC USE ONLY

Job #: 58003

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): Portillo's Hot Dogs, LLC
2. List equipment below by Make, Model, and Capacity : (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	Gas Countertop Grill Southbend Model #HDG-24
Oven	Convection Oven, Gas Southbend Model #SLGS/22SC, Convection Oven, Electric Southbend Model #SLES/20SC
Freezer	Walk in Combination Cooler Freezer, Remote Kolpak Model #Custom Overall Dimensions 15'8"x32'-0"x9'-61/4"
Refrigerator	Refrigerated Merchandiser True Food Service Equipment Model No. GDM-47-HC-LD
Sink	Sink - (4) Four Compartment Nationwide Fabrication Inc. Model #Custom
Dish Washing Facilities	Glasswasher Jackson WWS Model # Delta 5-E
Food Preparation Counter (Dimensions)	S/S Work Table Nationwide Fabrication Inc. Model # Custom
Other	

3. Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).
4. List the seating capacity for:
- a. Restaurant dining area of your premises: [193]
(Do not include patio seating)
- b. Bar area of your premises: [+ 0]
- c. Total dining and bar seating capacity of your premises: [= 193]
5. What Type of dinnerware and utensils are utilized within your restaurant?
- ☐ Reusable ☐ Disposable ☒ Both
6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No
(If yes, what percentage of the public floor space does this area cover?) _____ %
7. What percentage of your public premises is used primarily for restaurant dining?
(Do not include kitchen, bar, hi-top tables, or game area.) 41.5 %

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

9. Do you have live entertainment or dancing? ☐ YES ☒ No

(If yes, what type and how often 8.5

example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

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

Position	How many
Cooks Food Production	28
Bartenders	N/A
Hostesses	N/A
Managers	7
Servers Crew Chiefs	6
Other (Guest Services)	34
Other (Admin. Asst.)	4
Other (Instructor)	1

I, Susan B. Shelton, General Counsel & Secretary of Portillo's Hot Dogs, LLC, hereby declare that I am the APPLICANT filing this application.
[Redacted] and the contents and all statements true, correct and complete.

NOTARY

State of Illinois County of DuPage

The foregoing instrument was acknowledged before me this 27th day of March 2019
Day Month Year

My Commission Expires on: Jan. 23, 2021
Date



ELIZABETH J HACKETT
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 23, 2021



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

RECORDS REQUIRED FOR AUDIT

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

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

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

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

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

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

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

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

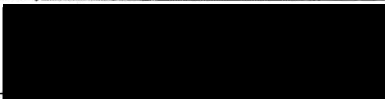
A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

NOTARY	
Susan B. Shelton, General Counsel & Secretary of Portillo's Hot Dogs, LLC	
I, (Print Full Name) _____, have read and understand all aspects of this statement	
X (Signature)  Controlling Person / Agent	State of <u>Illinois</u> County of <u>DePue</u> the foregoing instrument was acknowledged before me this <u>27th</u> of <u>March</u> <u>2019</u> Day Month Year
My commission expires on: <u>Jan. 23, 2021</u>	
ELIZABETH J HACKETT Official Seal Notary Public - State of Illinois My Commission Expires Jan 23, 2021 _____ Signature of NOTARY PUBLIC	

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



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

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

804,718
Jr

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

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

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

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

Liquor License#: 58013

1. Check the Appropriate Box →

☐ Controlling Person

☒ Agent Jr

☒ Premises Manager
(complete all questions except #12)

1. Name: Stenberg Gregory John Birth Date: ____/____/____
Last First Middle (NOT a public record)

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

4. Place of birth: Chicago, IL USA Height: 6' Weight: 175 Eyes: Blue Hair: Blonde
City State COUNTRY (not county)

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

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 06-2013

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

8. Business Name: Portillo's Hot Dogs Business Phone: TBD, pending Jr

9. Business Location Address: 10331 West McDowell Road, Avondale, AZ Maricopa 85392
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
5/2013	CURRENT	General Manager	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
6/2013	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Gregory John Stenberg hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and [REDACTED] edge.

Signature: [REDACTED]

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 7/29/2022

4 day of March, 2019



RYAN ROCHE
Notary Public - Arizona
Maricopa County
Commission # 549699
My Comm. Expires Jul 29, 2022

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

PRINT NAME: _____

SIGNATURE: _____



19 APR 15 11:11 AM 12:30

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

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

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

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

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

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

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Gregory John Stenberg, Agent

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No

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

City Chicago State (or equivalent) IL Country or Territory USA

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

2) Name of document: Arizona Driver's License
Go to Section IV.

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

Certificate # 5519

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

☐	On-sale
☐	Off-sale
☒	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of the Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Gregory Stenberg

(Print Name (please print))

Signature

June 28, 2016

Training Completion Date

June 28, 2019

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com

Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613

Mailing Address

512-879-1063

Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in the section as provided by A.A.C. R19-1-103(E) and (F).

June 28, 2016

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below

2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 2)

Government (series 5)

Bar (series 6)

Beer & Wine Bar (series 7)

Conveyance (series 8)

Liquor Store (series 9)

Private Club (series 14)

Hotel/Motel w/restaurant (series 11)

Restaurant (series 12)

In-state Farm Winery (series 13)

Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

19 APR 15 14P. LC, RM1230

Certificate # 5519

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Labor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

June 28, 2016

Training Completion Date _____

June 28, 2019

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com

Company Name _____

1011 Arrow Point Drive, Cedar Park, Texas 78613

Mailing Address

512-879-1063

Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
(Instructor Name (please print))
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code
(A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor
Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of
State-approval for the Title 4 Training Provider. I agree to this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Name (please print)

June 28, 2016

Day	Mo	Year
-----	----	------

Persons required to complete BASIC & MANAGEMENT (Etc 4) trainings: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 74)

Beer & Wine Bar (series 7)
Hotel/Motel with restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

2/4/11, 20:3

SERIALS

19 APR 15 147. Lic. PM1230



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

804,718
Jm

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

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

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

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

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

Liquor License#: 58003

1. Check the
Appropriate
Box →

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

2. Name: Stoltz Thomas Wayne Birth Date: ____/____/____
Last First Middle (NOT a public record)

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

4. Place of birth: Winston-Salem, NC USA Height: 6'1" Weight: 220 Eyes: Brown Hair: Gray
City State COUNTRY (not county)

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

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

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

8. Business Name: Portillo's Hot Dogs Business Phone: TBD Pending

9. Business Location Address: 10331 West McDowell Road, Avondale, AZ Maricopa 85392
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
6/2015	CURRENT	CFO	[REDACTED]
9/2011	7/2014	CFO and COO	
7/14	6/15	unemployed	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/2018	CURRENT	
7/2017	8/2018	
2/2016	7/2017	
7/2015	2/2016	
1/2011	7/2015	

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: _____

State of Illinois

County of DuPage

The foregoing instrument was acknowledged before me this

My Commission Expires on: Jan. 23, 2021
Date

27th Day of March, 2019
Day Month Year

ELIZABETH J HACKETT
Official Seal

Notary Public - State of Illinois

My Commission Expires Jan 23, 2021

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

PRINT NAME: _____

SIGNATURE: _____

#18 Jm

LIQUOR VIOLATIONS
PORTILLO'S HOT DOGS, LLC –SINCE 2013

Store #7 – Downers Grove

- a. Violation on 1/9/2017 – Two day suspension – Minor served during compliance
and \$1000 fine test

Store #24 – Oswego

- a. Violation on 5/26/16 – \$500 fine – Minor served during compliance test

Store #51 – Normal

- a. Violation on 11/14/2018 - \$250 fine – Minor served during compliance test

I serve as an officer of Portillo's Hot Dogs, LLC and the above liquor violations have occurred.

By: 
Thomas W. Stoltz, CFO

3/1/2019

\\portillos.com\legal\Legal Dept\Licenses\LIQUOR\LIQUOR LICENSE VIOLATIONS\Liquor License Violations list.doc



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

804,718
Jm

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

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

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

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

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

Liquor License#: 58003

1. Check the
Appropriate
Box →

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

2. Name: Shelton Susan Beth Birth Date: / /
Last First Middle (NOT a public record)

3. Social Security #: Driver License #: State: IL

4. Place of birth: Elmhurst, IL USA Height: 5'6" Weight: 140 Eyes: Blue Hair: Blonde
City State COUNTRY (not county)

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

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

7. Daytime telephone number: E-mail address:

8. Business Name: Portillo's Hot Dogs Business Phone: FDD Pending Jm

9. Business Location Address: 10331 West McDowell Road, Avondale, AZ Maricopa 85392
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/2014	CURRENT	General Counsel & Secretary	
1/1998	8/2014	General Counsel	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
9/1998	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

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

My Commission Expires on: Jan. 23, 2021 27th Day of March, 2019
Date Day Month Year

ELIZABETH J HACKETT
Official Seal

Notary Public, State of Illinois

My Commission Expires Jan 23, 2021

Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____

#18 *jm*

LIQUOR VIOLATIONS
PORTILLO'S HOT DOGS, LLC –SINCE 2013

Store #7 – Downers Grove

- a. Violation on 1/9/2017 – Two day suspension – Minor served during compliance
and \$1000 fine test

Store #24 – Oswego

- a. Violation on 5/26/16 – \$500 fine – Minor served during compliance test

Store #51 – Normal

- a. Violation on 11/14/2018 - \$250 fine – Minor served during compliance test

I serve as an officer of Portillo's Hot Dogs, LLC and the above liquor violations have occurred.

By 

Susan D. Shelton, General Counsel
and Secretary

3/1/2019

\\portillos.com\legal\Legal Dept\Licenses\LIQUOR\LIQUOR LICENSE VIOLATIONS\Liquor License Violations list.doc

19 APR 15 11:47, Lic. PM1231



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

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

*FUP current
2/4/19 Jm*

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

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

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Liquor License#: _____

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Osanloo Omid Michael Birth Date: _____
Last First Middle (NOT a public record)

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

4. Place of birth: Tehren, Iran Height: 5'9" Weight: 185 Eyes: BRN Hair: BLK
City State COUNTRY (not county)

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

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

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

8. Business Name: Portillo's Hot Dogs Business Phone: _____ *ending Jm*

9. Business Location Address: 10331 West McDowell Road, Avondale, AZ Maricopa 85392
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/2018	CURRENT	President and CEO	
3/2015	9/2018	President and CEO	
4/2008	3/2015	Executive VP/President of Meals and Desserts	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/2018	CURRENT	
3/2015	8/2018	
8/2011	3/2015	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
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18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) O. Michael Osanloo hereby declare that I am the Agent Controlling Person Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct.

Signature [Redacted] State of Illinois County of DuPage
The foregoing instrument was acknowledged before me this
My Commission Expires on: Jan. 23, 2021 27th Day of March, 2019
Date Day Month Year

ELIZABETH J HACKETT
Official Seal
Notary Public - State of Illinois

My Commission Expires Jan 23, 2021

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

PRINT NAME: _____ SIGNATURE: _____

#18 gr

LIQUOR VIOLATIONS
PORTILLO'S HOT DOGS, LLC -SINCE 2013

Store #7 – Downers Grove

- a. Violation on 1/9/2017 – Two day suspension – Minor served during compliance
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Store #51 – Normal

- a. Violation on 11/14/2018 - \$250 fine – Minor served during compliance test

I serve as an officer of Portillo's Hot Dogs, LLC and the above liquor violations have occurred.

By 
Michael Osanloo, President and CEO

3/1/2019

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Portillo's®

A Chicagoland Tradition Since 1963...

For the location nearest you, visit portillos.com

SOFT DRINKS

COKE, DIET COKE, ROOT BEER,
SPRITE, MINUTE MAID LEMONADE, ICED TEA (0-270 Cal) Sm/Lg

SHAKES, MALTS & SMOOTHIES

CHOCOLATE, VANILLA, STRAWBERRY SHAKE (500-890 Cal) - Sm / Lg
CHOCOLATE, VANILLA, STRAWBERRY MALT (500-970 Cal) - Sm / Lg
CHOCOLATE CAKE SHAKE (850/1490 Cal) - Sm / Lg
SMOOTHIES (470-500 Cal) Ask for today's flavor!

COFFEE (0 Cal)
HOT CHOCOLATE (140 Cal)
MILK (120 Cal)
BOTTLED WATER (0 Cal)

DESSERTS

Portillo's® CHOCOLATE CAKE (720 Cal)
STRAWBERRY SHORTCAKE (480 Cal)
CHOCOLATE ECLAIR CAKE* (520 Cal)

PASTA

SPAGHETTI (840-1270 Cal) Sm/Lg
Choose your sauce, meat or marinara. Our sauces are prepared fresh daily using secret family recipes. Enjoy!
MOSTACCIOLI (840-1270 Cal) Sm/Lg
Choose your sauce, meat or marinara. Our sauces are prepared fresh daily using secret family recipes. Enjoy!

SPECIALTY PASTA

DOUBLE STUFFED CHEESE RAVIOLI (910/950 Cal)

A generous portion of our three-cheese filling stuffed in a pillow of pasta.

CHICKEN PARMESAN (1630/1690 Cal)

A lightly breaded skinless chicken breast topped with homemade marinara sauce served over a bed of spaghetti with our non-homemade marinara sauce.

BAKED MOSTACCIOLI (1330/1380 Cal)

Mozzarella, with your choice of red sauce, baked with a combination of freshly grated

Lasagna (1110/1180 Cal)

Layer after layer of Italian cheeses, fresh spinach and spices topped with your choice of sauce.

ADD MEATBALL (390 Cal)

*All pastas served with freshly baked house bread (120 Cal)

ORDER ONLINE PORTILLOS.COM **Facebook** **Twitter** **Instagram** **#portillos**

and avoid the line!

2,000 calories a day is used for general nutritional advice,

but calorie needs may vary.

Additional nutrition information available upon request.

For allergen information visit www.portillos.com/allergies.

Portillo's is not a diet. We do not accept personal checks.

**AVAILABLE AT SELECT LOCATIONS

PASTAPRESS, FALL 18



The Original Dog House
Villa Park, Illinois 1963

Portillo's founder Dick Portillo was born in Chicago, Illinois in 1939. After graduating from Argo Community High School, Mr. Portillo served a tour with the Marine Corps until he was honorably discharged. Dick held several back-breaking jobs after his military service, including working in a steel mill, unloading box cars at a railroad, and working in a junkyard. In 1963, Dick invested \$1,000 into a 6' x 12' trailer to open the first Portillo's hot dog stand on North Avenue in Villa Park, IL, which he called "The Dog House." The trailer did not have a bathroom or running water. To get the water he needed, he ran 250 feet of garden hose from a nearby building into the trailer.

By 1967, Dick had turned The Dog House into a success and the business was ready for a new look. After it was remodeled, the restaurant was renamed "Portillo's" and its popularity led Dick to open many more restaurants. In 1983, the first Portillo's drive-thru opened in Downers Grove, IL. Almost immediately, Portillo's became known for its speedy, reliable drive-thru service due to its unconventional practice of sending employees outside to take orders. Today, some Portillo's drive-thrus are so busy that area police officers are needed to manage traffic.

The Portillo's menu has also expanded since 1963. Initially featuring only hot dogs, French fries, sandwiches, and soft drinks, the menu has grown to include popular items such as Italian beef sandwiches, char-grilled burgers, fresh salads, and our famous chocolate cake.

In 1993, the Bannell's Pasta Bowl concept was introduced inside an existing Portillo's restaurant. The menu featured a variety of pastas with homemade sauces, gourmet salads, hand-made sandwiches, and home-cooked ribs. Bannell's proved so popular that many more have since been created inside shared space with Portillo's.

Portillo's Home Kitchen, the restaurant's catering division, opened in 1999. The next year, Portillo's began shipping food to all 50 states, much to the delight of fans across the country.

Over the years, Portillo's has developed a huge fan base that includes many Hollywood actors, professional athletes, and politicians - you can see many of their pictures hanging on our restaurant walls. Our fans have repeatedly reached out to Mr. Portillo to suggest new locations for his restaurants. As a result, Portillo's expanded to Southern California in 2005, Indiana in 2006, Arizona in 2013, Florida and Wisconsin in 2016, and Minnesota in 2017. Under Dick's guidance, even more restaurants are planned in the future throughout the United States.

At Portillo's, we attribute our success to our hard-working employees and to our loyal customers. Thank you for your support.

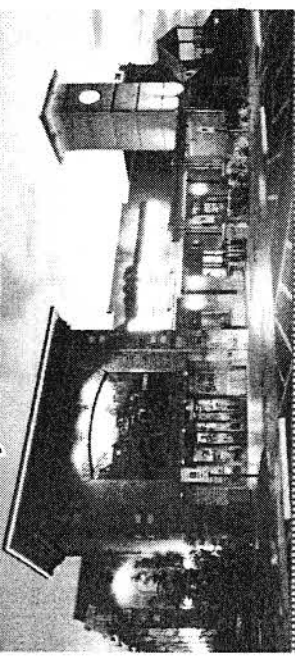


Portillo's
SHIPPING
—DIRECT TO YOU—

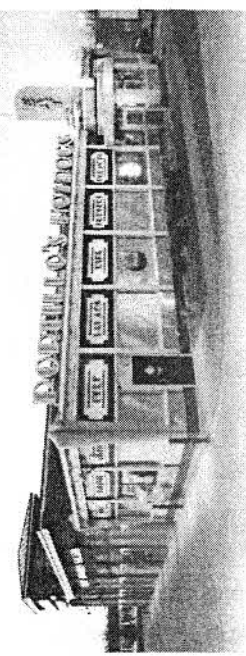
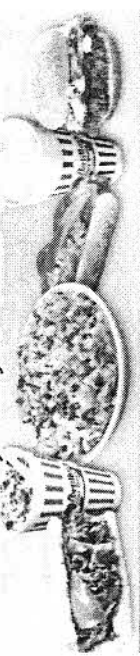
CALL 866-YUM-BEEF VISIT PORTILLOS.COM

Portillo's®

A Chicagoland Tradition Since 1963



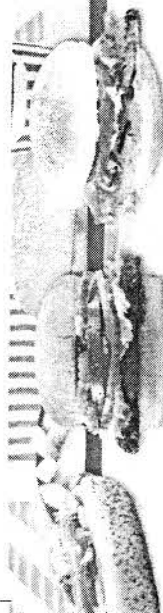
Beef • Hot Dogs • Burgers • Salads • Fries • Shakes



PORTILLOS.COM

www.facebook.com/portillos.hotdog

19 APR 15 13:47 LSC M1230



HOT DOGS & CHILI

HOT DOG (340 Cal)
With everything includes mustard, relish, celery salt, freshly chopped onions, sliced red ripe tomatoes, kosher pickle and sport peppers piled onto a perfectly steamed poppy seed bun. Served with onions.

CHAR-GRILLED MAXWELL STREET STYLE POLISH (570 Cal)
Grilled in the traditional way it was done on historic Maxwell Street and prepared with mustard and grilled tenders.

JUMBO HOT DOG (450 Cal)
A thicker hot dog with mustard, relish, celery salt, freshly chopped onions, sliced red ripe tomatoes, kosher pickle and sport peppers.

JUMBO CHILI CHEESE DOG (610 Cal)
Served with onions.

BOWL OF CHILI (420 Cal)
Our homestyle chili served with cheese and onions.

CHICKEN

CHAR-BROILED CHICKEN SANDWICH (440 Cal)
Our char-broiled seasoned breast of chicken served tender and juicy on a toasted bun with mayo, tomato and lettuce.

CHAR-BROILED CHICKEN CROISSANT (430 Cal)
Our char-broiled chicken served on a perfectly baked, buttery, golden brown, flaky croissant with mayo, tomato and lettuce.

BREADED CHICKEN SANDWICH (630 Cal)
A lightly breaded, all white breast fillet deep-fried in 100% vegetable oil and served on a toasted bun with mayo, tomato and lettuce.

BREADED CHICKEN CROISSANT (680 Cal)
Deep-fried in 100% vegetable oil and served on a perfectly baked, buttery, golden brown, flaky croissant served with mayo, tomato and lettuce.

CHICKEN CLUB (740 Cal)
A lightly breaded, all white breast fillet deep-fried in 100% vegetable oil with lettuce, mayo, tomato and bacon.

CHICKEN TENDERS | 4 PC/6PC (340-510 Cal)
Lightly breaded, deep-fried chicken tenders. Served with your choice of sauce; ask your order taker for options.

CHAR-BROILED BURGERS

BURGER (570 Cal)
1/3 pound* of juicy char-broiled beef with mayo, crisp lettuce, a red ripe tomato slice, sliced red onion, pickles and ketchup served on our freshly toasted old fashioned style bun.

DOUBLE BURGER (900 Cal)
Burger Lover's Dream! 2/3 pound* of juicy char-broiled beef with mayo, crisp lettuce, a red ripe tomato slice, sliced red onion, pickles and ketchup served on our freshly toasted old fashioned style bun.

BACON BURGER (670 Cal)
Includes mayo, lettuce and tomato.

DOUBLE BACON BURGER (950 Cal)
Includes mayo, lettuce and tomato.

ADD AMERICAN CHEESE (90 Cal)
*Indicates pre-cooked weight



BEEF-N-SAUSAGE SANDWICHES

We make our Italian Beef with extra gravy. If you prefer it another way, let your order taker know.
DIP: Very little gravy. **EXTRA GRAVY:** We splash a bit of gravy on the sandwich...

ITALIAN BEEF Our own famous recipe (530 Cal)
Chicago's #1 Italian beef served on perfectly baked French bread.

BIG BEEF (790 Cal)
For the larger appetite.

CHAR-GRILLED ITALIAN SAUSAGE (630 Cal)
COMBO BEEF & CHAR-GRILLED SAUSAGE (1070 Cal)
BEEF-N-CHEDDAR CROISSANT (670 Cal)
A perfect combination of our famous Italian beef layered with cheddar cheese and served on a toasted croissant.

ADD PEPPERS - SWEET/HOT (50 Cal)
ADD MOZZARELLA (90 Cal)

OTHER SANDWICHES

FLOUNDER SANDWICH (680 Cal)
Pan-fried Alaskan wild-caught flounder fillet served on a toasted, beer-infused hoagie bun with tartar sauce and crisp lettuce.

MEATBALL SANDWICH (1170 Cal)**
Hearty meatballs simmered in our special sauce, topped with real mozzarella cheese on our fresh baked French bread.

GRILLED PORTOBELLO SANDWICH (570 Cal)
Grilled marinated Portobello mushroom caps, red onion, tomato and mozzarella cheese served with Basil pesto sauce on toasted tomato focaccia.

GRILLED TUNA SANDWICH (550 Cal)
Grilled yellow-fin tuna fillet with lettuce, tomato, sliced red onion and tartar sauce on a toasted bun.

SIDE ORDERS

FRENCH FRIES (380/530 Cal)Sm/Lg
CHEESE FRIES (520/670 Cal)Sm/Lg
COLESLAW (180 Cal)
BAKED POTATO (230 Cal)
ONION RINGS (350 Cal)
TAMALE (340 Cal)
HOUSE BREAD (240/480 Cal)Half/Full
FRUIT CLIP (40/130 Cal)
CHICKEN NOODLE SOUP Served Daily (130 Cal)
Ask For Today's Other Selections!

SIDE GARDEN SALAD (170-510 Cal)
Tuscan spring mix and chopped romaine lettuce topped with shredded red cabbage, cucumbers, shredded cheese, tomatoes and croutons. Served with your choice of dressing.

SIDE PASTA SALAD (470 Cal)
Penne pasta with Feta cheese, tomatoes, red onions, Kalamata olives and cucumber tossed in a Greek vinaigrette dressing.



SALADS

CHOPPED SALAD (550 Cal)
Includes freshly baked house bread (120 Cal)
Chopped romaine and iceberg lettuce with red cabbage and diced chicken breast, dillini pasta, bacon, diced tomatoes, Congarola cheese and green onion. Emulsified served with our House dressing.

CHIPOTLE BBQ SALAD WITH CHICKEN (380 Cal)
Tuscan spring mix and chopped romaine lettuce with grilled chicken breast, diced tomatoes, shredded cheese, green onions, black beans and corn, topped with crunchy tortilla pieces and our sweet homemade barbecue sauce. Best served with our Chipotle Ranch dressing.

GREEK SALAD WITH CHICKEN (340 Cal)
Chopped romaine topped with grilled chicken breast, Feta cheese, diced tomatoes, red onions, Kalamata olives and cucumber. Best served with Greek Vinaigrette dressing.

TUSCAN CHICKEN AND BACON* (410 Cal)
Tuscan spring mix and chopped romaine lettuce with grilled chicken breast, tomatoes, red onion, bacon, walnuts and hard-boiled egg. Best served with Honey Mustard dressing.

GARBAGE SALAD (430 Cal)
Tuscan spring mix, chopped romaine lettuce, salami, Provolone cheese, radishes, red onion, Italian dressing, cucumber, roasted red pepper and Parmesan cheese. Best served with our Trashy Sweet Vinaigrette dressing.

CLASSIC CAESAR SALAD (230 Cal)
A crispy bed of romaine lettuce topped with hard-boiled egg, croutons and freshly grated Parmesan cheese. Best served with our classic Caesar dressing.

Add Chicken (300 Cal)
Add Hot Grilled Chicken (360 Cal)
Add Hot Grilled Tuna (380 Cal)

Ask About Our Seasonal Salads!

DRESSINGS

(Calories are per 2 oz. serving)
Caesar Dressing (140 Cal)
Chippole Ranch Dressing (170 Cal)
House Dressing (250 Cal)
Ranch Dressing (260 Cal)
Honey Mustard Dressing (230 Cal)
Greek Vinaigrette (250 Cal)
Raspberry Vinaigrette (140 Cal)
Trashy Sweet Vinaigrette (310 Cal)

AWARD WINNING RIBS

Winner Naperville Ribfest - Our tender baby back ribs are marinated in our special rib sauce and barbecued over an open grill.

FULL SLAB A la Carte (1020 Cal)**
HALF SLAB A la Carte (510 Cal)**
Make it a dinner (Add 500-600 Cal); includes coleslaw, fresh baked house bread and choice of fries, baked potato or onion rings.

****AVAILABLE AT SELECT LOCATIONS** • **CONTAINS NUTS**
2,000 calories a day is used for general nutritional advice, but calorie needs may vary.
Additional nutrition information available upon request.

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ **SERIES 12 – RESTAURANT**

ROUTING:

☒ **POLICE DEPARTMENT**

☐ **FIRE DEPARTMENT**

☐ **DEVELOPMENT SERVICES**

☐ **FINANCE DEPARTMENT**

APPLICANT'S NAME: GREGORY JOHN STENBERG

BUSINESS NAME: PORTILLO'S HOT DOGS

BUSINESS ADDRESS: 10331 W McDOWELL ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☒ **APPROVED**

☐ **DENIED**



SIGNATURE



TITLE

4-23-19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 20TH, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 30TH, 2019

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☒ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☐ FINANCE DEPARTMENT

APPLICANT'S NAME: GREGORY JOHN STENBERG

BUSINESS NAME: PORTILLO'S HOT DOGS

BUSINESS ADDRESS: 10331 W McDOWELL ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

No further comments

☒ APPROVED

☐ DENIED

J Napier

SIGNATURE

Fire Marshal

TITLE

4/29/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 20TH, 2019
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 30TH, 2019



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☒ DEVELOPMENT SERVICES

☐ FINANCE DEPARTMENT

APPLICANT'S NAME: GREGORY JOHN STENBERG

BUSINESS NAME: PORTILLO'S HOT DOGS

BUSINESS ADDRESS: 10331 W McDOWELL ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED



SIGNATURE

DIVISION LEAD PLANNER

TITLE

4-23-19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **MAY 20TH, 2019**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **APRIL 30TH, 2019**



Development Services & Engineering Department

DATE: April 23, 2019

TO: Marcella Carrillo, City Clerk

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

SUBJECT: Series 12 (Restaurant) Liquor License
Portillo's Hot Dogs
10331 West McDowell Road

Portillo's Hot Dogs, a new restaurant anticipated to open this summer, is currently under construction in Park 10, west of the southwest corner of McDowell Road and 103rd Avenue. The requested Series 12 (Restaurant) liquor license will allow the sale of alcoholic beverages ancillary to the sale of food on the premises.

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

The General Plan designates the property as Freeway Commercial and the current zoning is PAD (Planned Area Development). Restaurant uses are compatible with both the General Plan designation and PAD zoning. Staff recommends approval of this request.

Attachment: Aerial Photograph
Zoning Vicinity Map

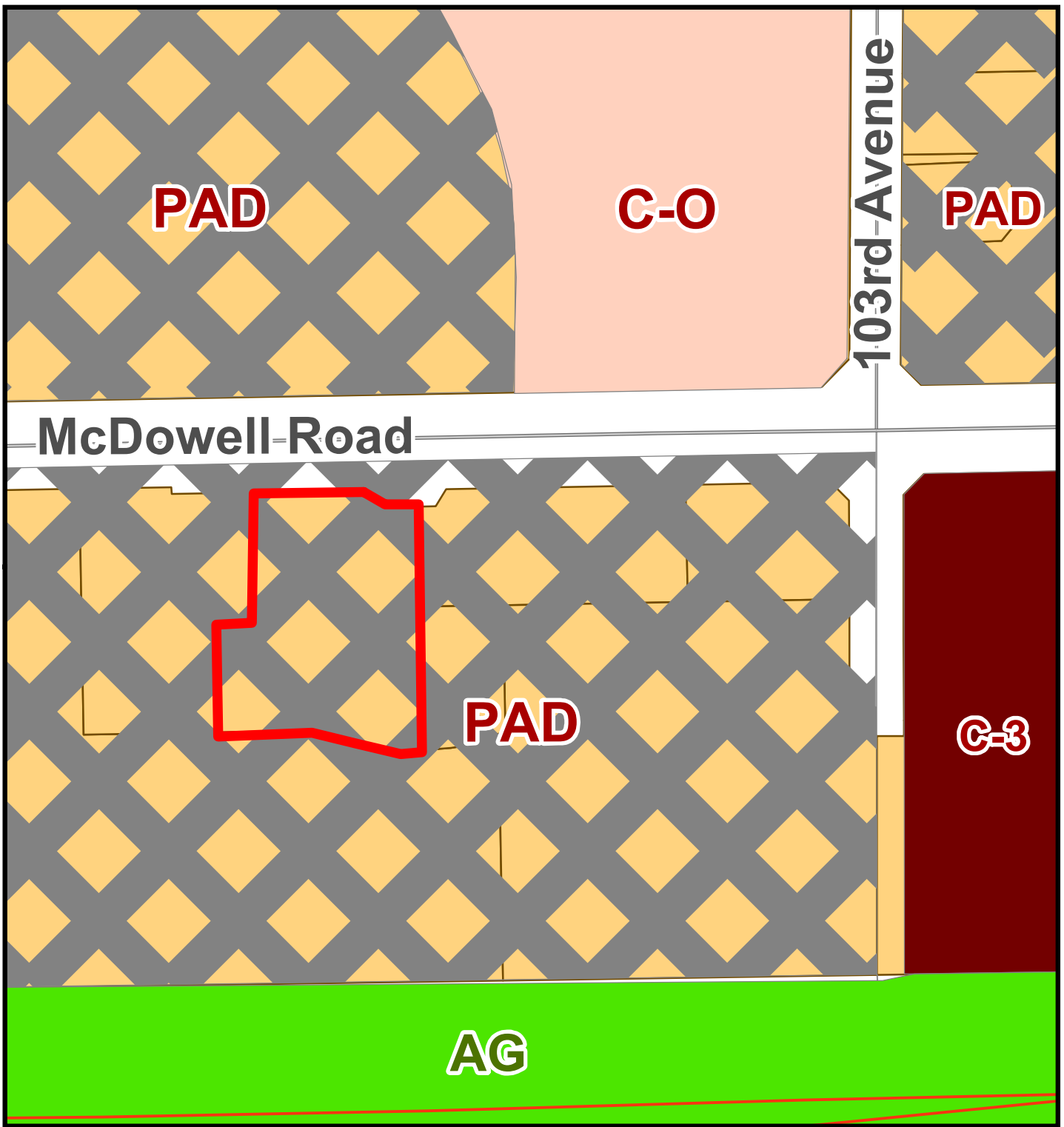


Aerial Photograph



Subject Site

Under Construction



Zoning Vicinity Map



 Subject Site



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ SERIES 12 – RESTAURANT

ROUTING:

☐ POLICE DEPARTMENT

☐ FIRE DEPARTMENT

☐ DEVELOPMENT SERVICES

☒ FINANCE DEPARTMENT

APPLICANT'S NAME: GREGORY JOHN STENBERG

BUSINESS NAME: PORTILLO'S HOT DOGS

BUSINESS ADDRESS: 10331 W McDOWELL ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85392

DEPARTMENTAL COMMENTS: No concerns.

☒ APPROVED

☐ DENIED

Daniel Vazquez

SIGNATURE

Privilege Tax Auditor

TITLE

4/23/19

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **MAY 20TH, 2019**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **APRIL 30TH, 2019**

Portillo's
BEEF • BURGERS • SALADS
10331 W. McDowell Road Avondale, AZ 85323

Portillo's
BEEF • BURGERS • SALADS
10331 W. McDowell Road Avondale, AZ 85323

NOTICE
The undersigned, the City of Avondale, Arizona, hereby certifies that the above information is true and correct to the best of its knowledge and belief.

04.24.2019 21:02

04.24.2019 21:01

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: APRIL 25, 2019

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

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MAY 20, 2019
AT 7:00 PM.

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

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

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

PORTILLO'S HOT DOGS
10331 W McDOWELL ROAD
AVONDALE, AZ 85392

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

State of Arizona
Department of Liquor Licenses and Control
Created: 04/12/2019 @ 12:28:05 PM
Local Governing Body Report

LICENSE

Name: PORTILLO'S HOT DOGS
Type: RESTAURANT
Expiration Date: 12/31/2020
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Mailing Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Phone: (602) 542-9789
Fax: (602) 542-9789

AGENT

Name: CARMEN STANLEY
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Phone: (602) 542-9789
Fax: (602) 542-9789

OWNER

Name: PORTILLO'S HOT DOGS
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Phone: (602) 542-9789
Fax: (602) 542-9789

PORTILLO'S HOT DOGS LLC
CARMEN STANLEY
10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Date of Incorporation: 05/12/2018

Phone: (602) 542-9789
Fax: (602) 542-9789
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Phone: (602) 542-9789
Fax: (602) 542-9789

PORTILLO'S HOT DOGS LLC - Managing Member/Stockholder

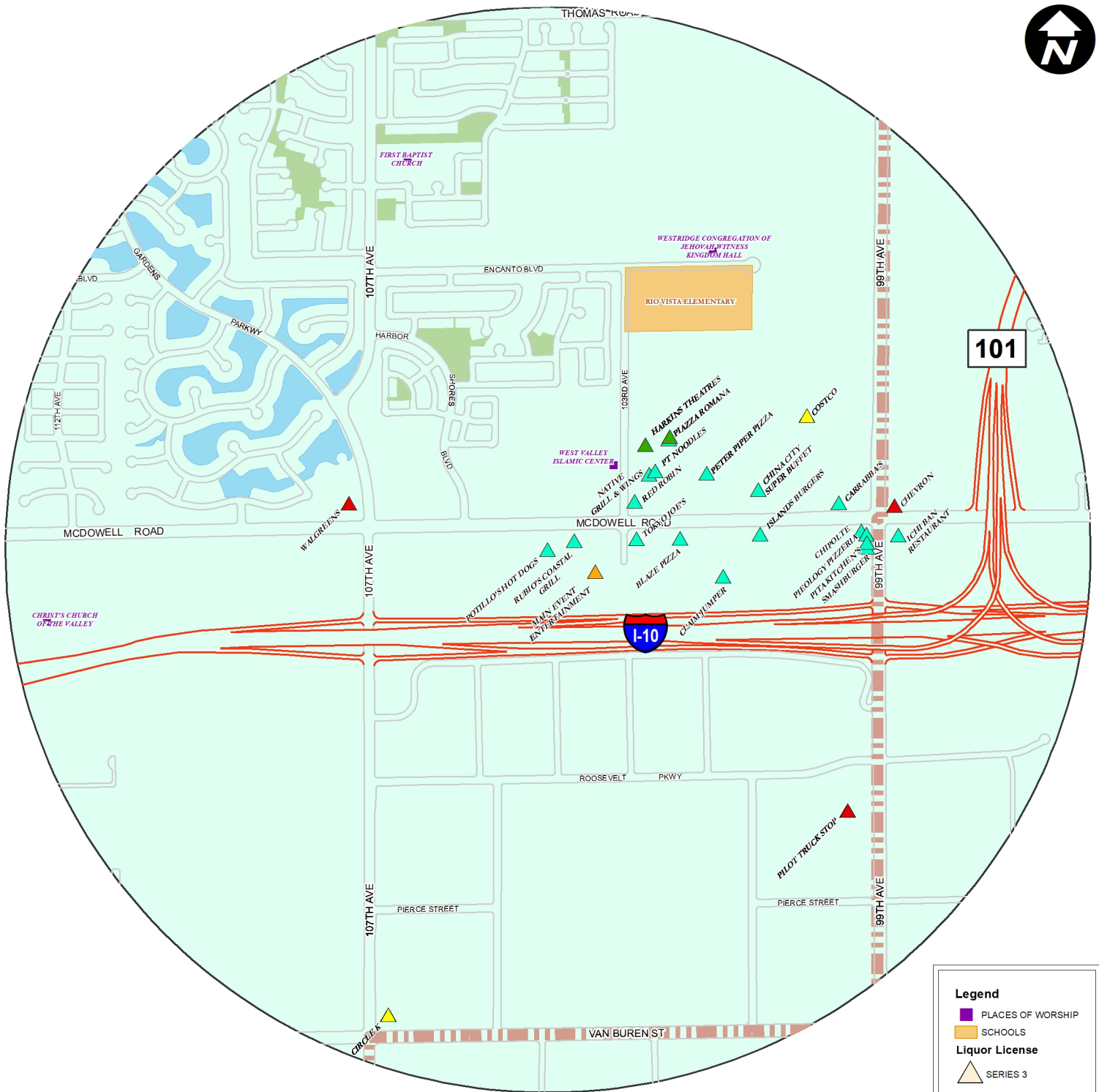
Name: CARMEN STANLEY
Type: CARMEN STANLEY
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Date of Incorporation: 05/12/2018

Phone: (602) 542-9789
Fax: (602) 542-9789
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Phone: (602) 542-9789
Fax: (602) 542-9789

PORTILLO'S HOLDINGS LLC - Stockholder/Managing Member

Name: PORTILLO'S HOLDINGS LLC
Type: PORTILLO'S HOLDINGS LLC
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Date of Incorporation: 05/12/2018

Phone: (602) 542-9789
Fax: (602) 542-9789
Address: 10331 W McDOWELL ROAD
AVONDALE, AZ 85392
Phone: (602) 542-9789
Fax: (602) 542-9789



- Legend**
- PLACES OF WORSHIP
 - SCHOOLS
 - Liquor License**
 - SERIES 3
 - SERIES 5
 - SERIES 6
 - SERIES 7
 - SERIES 9
 - SERIES 9S
 - SERIES 10
 - SERIES 11
 - SERIES 12
 - SERIES 14
 - SERIES 15
 - SERIES 16

0 0.05 0.1 0.2 0.3 0.4 0.5
Miles



CITY COUNCIL REPORT

SUBJECT: Re-appointment of Judges Pro Tempore

MEETING DATE: 5/20/2019

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator, (623) 333-5822

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

PURPOSE:

City Council will consider a request to re-appoint the existing judges pro tempore to two year terms expiring on June 1, 2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale City Code section 5-1 (f) gives the City Council the authority to appoint judges pro tempore. During its May 15, 2017 meeting, the City Council appointed pro tem judges to serve two year terms to fill in during the absence of the City Judge. The City Attorney advises that the term for pro tem judges be not less than two years. Their terms expire June 1, 2019.

DISCUSSION:

Judge Jennings is recommending the Council re-appoint the following to an additional two-year term through June 1, 2021:

Hon. Craig Ring
Hon. Joanne Landfair
Hon. Sherri Tolar Rollison
Hon. Tamika Nercella Wooten
Hon. E. Evans Farnsworth

The judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f); have extensive judicial experience in the courts of limited jurisdiction and have completed the application, interview and selection process conducted with the help of the Avondale Human Resources Department.

The panel of qualified judges authorized to serve in Avondale fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tem judges

also fill in during the City Judge's scheduled vacation leave and sick leave.

BUDGET IMPACT:

Judges pro tempore are compensated at an hourly rate of \$55.00 per hour subject to an increase as approved by City Council through the fiscal year 2020 budget. This rate is competitive with other West Valley courts. Funding for the pro tem judges is provided in the Court's budget line item 101-6200-00-6180 and 235-6200-00-6180 Other Professional Services.

RECOMMENDATION:

It is recommended that the City Council re-appoint the existing pro tempore judges listed above to two-year terms expiring on June 1, 2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.



CITY COUNCIL REPORT

SUBJECT: Second Amendment to Small Cell Wireless Facility Terms and Conditions

MEETING DATE: 5/20/2019

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 a Second Amendment to the Small Cell Wireless Facility Terms and Conditions and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On January 2, 2018, in response to legislation (HB 2365), Avondale City Council adopted the City of Avondale Small Cell Wireless Terms and Conditions document, in addition to other documents and the overall process related to permitting the installation of third party small wireless facilities within the City right-of-way. On August 13, 2018, in response to City staff speaking with wireless providers, Council adopted an amendment to the Terms and Conditions consisting of text changes to three (3) sections of the document.

DISCUSSION:

Following further discussion with wireless providers, several additional minor text changes are proposed, affecting four (4) sections of the Small Wireless Facility Terms and Conditions as follows:

The proposed change to Section 6 increases the number of days that the Licensee has to relocate a Small Wireless Facility if requested to do so by the City, from 120 days to 180 days.

The proposed change to Section 9.1 adds text stating that the City will immediately provide notice to the licensee if the City is required to turn off power to the Small Wireless Facility using the kill switch.

The proposed change to Section 13.8 reflects the updated address for the City of Avondale City Attorney.

The proposed change to Paragraph 3 of Exhibit A adds text addressing deviations from Standard Terms and Conditions, stating that any such request shall be submitted to the City Council who may approve or deny the requested deviation.

STRATEGIC PLAN ALIGNMENT

Initiatives

- Foster Sustainable Community Development
- Encourage & Support Creative Innovation in Development & Service Delivery

Goals

- Encourage Development of Business in Healthcare, Technology, and Advanced Manufacturing
- Encourage a Flexible Environment Responsive to Market Trends

BUDGET IMPACT:

The proposed text amendment will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that the City Council adopt the proposed Second Amendment to the Small Cell Wireless Terms and Conditions.

AMENDMENT TO SMALL CELL WIRELESS TERMS AND CONDITIONS FOR SMALL
CELL WIRELESS FACILITIES IN THE CITY RIGHT-OF-WAY

Date: _____, 2019

The following section of the Small Cell Wireless Terms and Conditions for Small Cell Wireless Facilities in the City Right-of-Way adopted on January 2, 2018 is amended as follows:

Section 6 Relocation of City-Owned Facilities is amended to read as follows (changes shown in caps and strikeouts):

City shall have the right at any time to require relocation of a Licensee's Facilities or any portion of them to accommodate a public project, at Licensee's expense, to another location suitable for Licensee's use. Licensee shall have at least ~~one hundred twenty~~ ONE-HUNDRED EIGHTY (120 180) days' notice of such relocation and shall fully cooperate in such relocation. If a Licensee fails to relocate as required herein, the Licensee shall reimburse City for actual, direct and indirect damages incurred by the City as a result of such delays. If necessary City may permit Licensee to place a temporary Small Cell Wireless Facility (Cell on Wheels or similar installation) on the City Property or at some other location acceptable to Licensee, at Licensee's cost, until such relocation is complete.

Section 9.1 Safety Program for City's Employees is amended to read as follows (changes shown in caps and strikeouts):

Provide access to a kill switch for each Small Wireless Site that the City's employees, agents, or representatives can use to turn off all power to the Licensee's Facilities while City work is performed at the location. THE CITY WILL IMMEDIATELY PROVIDE NOTICE TO THE CONTACT NUMBER PROVIDED BY THE LICENSEE.

Section 13.8 Notices is amended to reflect the updated City of Avondale City Attorney address

Exhibit A Wireless Provider Master License for Use of Right-of-Way, Paragraph 3 is amended to read as follows:

3. Deviations from Standards Terms and Conditions and/or Design Standards. If Licensee requests A DEVIATION FROM THE STANDARD TERMS AND CONDITIONS, THE REQUEST SHALL BE SUBMITTED TO THE CITY COUNCIL, WHO MAY APPROVE OR DENY THE REQUESTED DEVIATION.

Avondale

Aspiring. Achieving. Accelerating.

SMALL CELL WIRELESS TERMS AND CONDITIONS

**For
Small Wireless
Facilities (SWF)
Within the
City Right-of-Way**

SMALL CELL WIRELESS TERMS AND CONDITIONS

The Common Council of the City of Avondale has adopted the following terms and conditions (the “Terms”) to govern the use of City-Owned right-of-way for the placement of wireless facilities by a Wireless Services Provider as defined by the Arizona Revised Statutes (“ARS”), Section 9-591, *et seq.*, Chapter 9, Title 8, entitled “Use of Public Highways by Wireless Providers (“Title 8”). These terms are effective as of August 9, 2017, and may be amended only upon approval of the City Council. These Terms work together with the Design Standards Exhibits hereto, to implement Title 8 in the City of Avondale.

RECITALS

- A. City, in its governmental capacity, owns or holds a legal interest in public roads, streets and alleys and all other dedicated public rights-of- way, public utility easements and public utilities and facilities easements of the City (collectively the “ROW”). City is responsible for the management of the ROW within City’s boundaries. Pursuant to ARS §§ 9-240, 9-276 and 9-582, the City has exclusive control of the ROW.
- B. As authorized by Title 8, Wireless Service Providers will attach Wireless Facilities to Authority Utility Poles located in the ROW.
- C. All City-owned structures approved for such private uses must retain their primary governmental purpose, and those entities occupying public property must not interfere with those purposes in any way, nor shall their activities create an unreasonably dangerous condition for the public.
- D. The purpose of these Terms is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets.

1. DEFINITIONS

- 1.1.** “Antenna(s)” means the physical structure, or structures, as depicted on the Site Plans, which are attached to (or incorporated into) the City-Owned Structure that transmits and/or receives communications exclusively for Permitted Uses by converting electric current to/from electromagnetic waves used in providing wireless services.
- 1.2.** “Applicable Laws” means the federal, state, county, and City of Avondale laws, ordinances, rules, regulations, and permit requirements that apply to Licensee’s use of the Use Areas.
- 1.3.** “Authority Utility Pole” means a utility pole that is owned or operated by the City and that is in the ROW. Authority Utility Pole does not include a utility pole that is used for electric distribution.

- 1.4.** “City-Owned Structure” means the vertical element owned by City and located in the ROW, to which Licensee will attach an Antenna, and which applicable Avondale codes, standards, specifications, and regulations permit the collation of Small Wireless Facilities. Authority Utility Poles and City-Owned Monopoles are included in the definition of City-Owned Structures.
- 1.5.** “Equipment Cabinets” means equipment that is ground mounted or placed on a concrete slab that contains Licensee’s improvements, personal property and facilities to operate its Antenna(s) for Permitted Uses including: radio receivers, transmitters, related facilities, and/or cabinets, related cables and utility lines, location based power source (including a battery), the electrical meter and any other equipment necessary for the operation of wireless antenna.
- 1.6.** “Licensee” means an entity providing wireless services and that holds a valid Master License to use the ROW for such business.
- 1.7.** “Licensee’s Facilities” means the Antennas, Equipment Cabinets, and all other cable, wire, equipment, conduit, screen walls, or other such element used by Licensee for Permitted Uses including antennas, radios and cable owned by third parties, in connection with its installation of Small Cell Wireless Facilities and related equipment on City-Owned Structures pursuant to individual Permits.
- 1.8.** “Master License” means a revocable, nonexclusive permission to attach Wireless Facilities to a City-Owned Structure and encroach in the ROW, which does not create or confer any interest in real or personal property.
- 1.9.** “Monopole” means a Wireless Support Structure that is not more than forty inches in diameter at the ground level and that has all of the Wireless Facilities mounted on the pole contained inside the pole.
- 1.10.** “Parties” means the City and a Licensee collectively.
- 1.11.** “Party” means the City or a Licensee singly.
- 1.12.** “Permit” means written permission required by the City to install, mount, maintain, modify, operate or replace a Utility Pole, to collocate a Small Wireless Facility on a Utility Pole or Wireless Support Structure or to collocate Wireless Facilities.
- 1.13.** “Permitted Uses” means, and is limited to, Licensee's right to construct, install, operate, maintain and repair the related support facilities (such as wireless antennas and equipment cabinets) for the delivery of Wireless Services.
- 1.14.** “Small Cell Wireless Facility” means a Wireless Facility that meets both of the following qualifications:

- 4

- 1.19.** “Wireless Services” means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using Wireless Facilities.

2. Licensing Scope

- 2.1.** Licensee shall not attach any Wireless Facility to a City-Owned Structure or place Licensee Facilities in the ROW without a Master License approved by the Avondale City Council. Placement of any unauthorized facilities on City-Owned Structures or in the ROW without a Master License and Permit shall constitute trespass.
- 2.2.** Master Licenses and Permits do not provide Licensee with any ownership or leasehold interests in the City-Owned Structures, replacement poles or ROW, nor do they provide Licensee with any of the City’s rights to use the public property upon which the City-Owned Structures and Licensee’s Facilities are located, other than those expressly provided herein or in a Permit.
- 2.3.** City specifically reserves to itself and excludes from an approved Permit a non-exclusive and delegable right over the entire Use Area for all manner of real and personal improvements related to governmental activity or other improvement designed to benefit the public. Licensees accept the risk that the City and others may now or in the future install or modify facilities in the Use Areas in locations that make the area unavailable for Licensee’s use. Such activities may include, but are not limited to any and all construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or otherwise accommodating all manner of streets, sidewalks, alleys, trails, traffic control devices, transit facilities, pipes, wires, cables, conduit, sewer, canals, drains, overpasses, culverts, bridges, and other encroachments, and any other use of the right of way that the City may determine from time to time to be a benefit to the public.
- 2.4.** There may be portions of the ROW, such as canal crossings, structures not owned or operated by the City, or other areas that are encumbered for the benefit of others, have limited dedications to the public, or that have regulatory use restrictions imposed by a third party. Areas subject to such encumbrances, restrictions, or regulation are Third Party Areas and Licensee Facilities shall not be constructed or placed in such areas without the express written permission from the Third Party or Third Parties that have property rights or regulatory authority over the specific Third-Party Area.
- 2.5.** City shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such solutions. In exercising its authority, the City may consider any legal, timing, operational,

financial and other factors affecting existing and future proposals and public needs in the Use Area.

- 2.6.** Licensees assume all risk, costs and expenses related to the Licensee Facilities and loss of service that may occur due to damage, destruction or collapse of any City-Owned Structure or due to any incompatibility of Licensee's use with City's use, or other user's use, of the City-Owned Structures. Licensee shall be solely responsible for the relocation of any Licensee Facilities placed on a structure or property not owned by City or wrongly designated as a City-Owned Structure and/or ROW at any time.
- 2.7.** City may require Licensees to remove any unauthorized attachment to a City-Owned Structure or placement of facilities in the ROW. If Licensees fail to remove the unauthorized facilities within thirty (30) days after notice, City may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. Licensees shall reimburse City for its actual costs of removal of the unauthorized facilities. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a de facto Permit in any manner nor shall subsequent issuance of a Permit operate retroactively.
- 2.8.** Licensee Facilities may be used solely for Permitted Uses, and Licensees are not authorized to and shall not use the Licensee Facilities to offer or provide any other services not specified herein. The Licensee Facilities shall be owned by Licensees.

3. Licensing Procedures

- 3.1.** Licensee shall submit an application for a Master License to the City Engineer for approval by the City Council. The form of Master License is attached hereto as Exhibit A. Following Council approval of the Master License, individual Permits consistent with the Master License and Applicable Laws may be approved by the City Engineer.
- 3.2.** Licensee shall submit an application for an individual Permit on an application form approved by the City Engineer ("Application"). Once the Application is reviewed and approved by City, a Permit in substantially the form of Exhibit B may then be executed by the Parties. The City Engineer or designee will have the authority to execute a Permit.
- 3.3.** Licensee shall submit one Application for each site or proposed Use Area.
- 3.4.** Any change to the site plan of an approved Permit is void unless City agrees to the change in writing during the Permit approval process.

- 3.5.** Licensees shall comply with any necessary zoning, building permit, traffic control, ROW management requirements, non-City utility permits, other permits as required, or other regulatory requirements ("Permits") that apply to Licensee Facilities.
- 3.6.** Licensees are responsible for the study and inspection of the City-Owned Structures and ROW to be utilized by Licensee and for determining the fitness for the use by Licensee. City expressly disclaims all warranties of merchantability and fitness for a purpose or absence of hazardous conditions associated with the City-Owned Structures and ROW. City makes the City-Owned Structures and ROW available for Licensee's use "AS IS."
- 3.7.** To the extent that Licensee owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, Licensee shall comply with Arizona Revised Statutes Title 40, Chapter 2, Article 6.3 by participating as a member of the Arizona Blue Stake Center. A copy of Licensee's proof of membership shall be filed with the City when the Application is submitted.

4. Standards for Installation, Operations, and Maintenance

- 4.1.** Licensee, at its sole expense, shall supply all material associated with the installation, operation, and maintenance of Licensee's Facilities. Licensee shall maintain Licensee's Facilities always.
- 4.2.** Where installation of Licensee's Facilities requires replacement of an existing City-Owned Structure, Licensee shall replace the City-Owned Structure with a structure meeting all applicable City standards and specifications and shall return replaced structures to City at a designated location.
- 4.3.** All Licensee Facilities shall be designed and constructed by Licensees at the Licensees' sole cost and expense, including without limitation any alteration or other change to the City's equipment or other improvements or personalty that may occur. In no event shall City be obligated to compensate a Licensee in any manner for any of Licensee's improvements or other work provided by Licensee during or related to the term of any Permit. Licensee shall timely pay for all labor, materials, work and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless City and City's employees, officers, contractors, and agents against all claims related to such items. Licensee shall bear the cost of all work required from time to time to cause the Use Areas and City's adjoining property (if directly impacted by Licensee's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensees' use of the Use Areas, or by any exercise of the rights granted to Licensee under a Master License or a Permit.

- 4.4.** Licensees shall purchase and store two (2) extra street light poles, at their own cost, in anticipation of emergency or routine replacement of such poles utilized by Licensee or City. Streetlight pole replacements shall be provided within three (3) weeks. In the event a replacement is not available, the City may replace such pole; however, such pole may not be able to support the Licensee's equipment. All replacement poles shall be approved by City prior to installation.
- 4.5.** Licensees shall apply for and obtain one annual permit for emergency operations (no excavation) occurring within the ROW and/or on the City-Owned Structures. Each Licensee shall renew such permit annually during the term of each individual Permit so that such a permit for emergency operations is in force during the entire time that Licensee is occupying the ROW.
- 4.6.** All work in the ROW will be performed only by a Licensee and its contractors and will be performed substantially in compliance with Avondale City Code, applicable City policies, the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, Avondale's Engineering and Design Standards, Avondale's Approved Product List and Technical Specifications, National Electric Code (NEC), National Electric Safety Code (NESC), OSHA regulations, compliance with the FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time.
- 4.7.** Upon performing work in the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by City, and repair any holes, mounting surface or other damage whatsoever to the ROW. Such work shall include revegetation and appropriate irrigation systems for revegetated areas.
- 4.8.** Licensees shall, at all times during the term of a Permit, maintain the Licensee Facilities in good repair and shall keep the Use Area free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.
- 4.9.** Licensees shall prepare and maintain record drawings of all Licensee Facilities located on City-Owned Structures and in the ROW and furnish such record drawings at City's request. Locations of said encroachments shall be reported using State Plan Coordinate System Arizona Central Zone, North American Datum 1983 (NAD83) for horizontal position, and North American Vertical Datum 1988 (NAVD88) for vertical positions; or other public land survey system accepted by the City Engineer or designee. Licensees shall furnish City copies of the record drawings in both hard copy and electronic formats, as requested by the City. The electronic copy shall be provided in Autocad 2014 DWG format or other current City electronic format. If the horizontal and vertical locations are not known or provided as requested by City, Licensees shall reimburse the

City for actual costs associated with locating and potholing a Licensee's Facilities, in the event that Licensee Facilities need to be located in connection with one of Avondale's projects.

- 4.10.** If Licensee Facilities are not located in the precise location depicted in the Permit or the As-Built Drawings, Licensees shall be responsible, and shall reimburse City, for all costs and damages incurred in locating the Licensee Facilities and all delay costs incurred to locate (and if necessary relocate) the Licensee Facilities.
- 4.11.** Consistent with the requirements of Avondale City Code and Avondale's Engineering and Design Standards, Licensees shall screen or conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by City with each Permit. Concealing and screening shall blend with or enhance the surrounding area with the use of artistic and/or architectural detail and shall take into account scale, form, texture, materials and color and shall conceal the equipment. Concealing and screening features shall be noted on the site survey and construction drawings submitted with each application.
- 4.12.** Licensees shall not install signage at the Use Area except as may be required for the safe use of the Use Areas by the City, Licensee, and others. Any such signs shall be maintained at all times, shall not exceed 18" x 12" in size, and shall include Licensee's name, business address, telephone number, and emergency contact information. In no instance shall such signs contain a commercial message.
- 4.13.** Except for security lighting operated with the City's approval from time to time, Licensees shall not operate outdoor lights at the Use Areas.
- 4.14.** Except during permitted construction and safety tests, equipment located on the Use Area shall not emit noise greater than ambient noise level of the surrounding ROW. This limitation does not apply to infrequent use of equipment that is as quiet or quieter than a well-maintained gasoline generator or to the use of air conditioning equipment than is no louder than a typical well-maintained residential air conditioning unit.
- 4.15.** If a Licensee abandons use of any of Licensee's Facilities, or any portion thereof, installed under or pursuant to an approved Permit, the Licensee shall remove all of the Licensee Facilities, including subgrade facilities and foundations, installed pursuant to the approved Permit immediately, but in no event later than thirty (30) days, at the Licensee's expense and restore the City-Owned Structure and ROW, including Licensee Facilities installed sub-grade, to better than or equal to the condition that existed prior to construction and installation of the Licensee Facilities.

- 4.16.** Licensees shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against City Property as a result of acts or omissions of a Licensee or its employees, agents or contractors, the Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after Licensee receives written notice that the lien has been filed.
- 4.17.** Licensees shall install separate meters for any utilities used by Licensee and shall pay for all utilities supplied to, used, or consumed as a result of the operation of Licensee's Facilities, including without limitation (as applicable) all gas, electric, sanitation, and telephone installation and monthly use charge. Licensees shall comply with all City of Avondale Ordinances, permit requirements, Utility Terms and Conditions, and regulations related to utility services. Any third-party equipment needed to service the Licensee Facilities shall be required to apply for and obtain separate permits. The City shall not provide easements within the right-of-way to Licensees or third-parties.
- 4.18.** In the event of an emergency, maintenance, accident or condition that causes the City to replace or remove a Licensee's Facility, the Licensee at its sole expense shall be responsible for the reconnection to a utility. No secondary power supply (generator or battery, permanent or temporary) may be located on the City-Owned Structures or in the ROW without the prior written consent of City pursuant to an approved Permit.

5. Duration

5.1. Term of Master Licenses and Permits

Subject to a Licensee's right to terminate, Master Licenses and Permits shall have a duration of ten years.

5.2. Early Termination

Licensees may terminate a Master License or Permit at any time upon service of 60-days written notice to City. In the event a Licensee exercises this option, Licensee shall be subject to all obligations in these Terms and Conditions to restore and rehabilitate all City-Owned Structures and ROW used for Licensee's Facilities to their former condition and utility.

5.3. Renewal

Permits shall be renewable for additional terms of ten years, so long as the Licensee and Licensee's Facilities are in compliance with these Terms and Conditions, the related Master License, and all applicable federal, state, local, and City codes, standards, specifications, rules, and regulations.

6. Relocation of City-Owned Structures

City shall have the right at any time to require relocation of a Licensee's Facilities or any portion of them to accommodate a public project, at Licensee's expense, to another location suitable for Licensee's use. Licensee shall have at least one-hundred eighty (180) days' notice of such relocation and shall fully cooperate in such relocation. If a Licensee fails to relocate as required herein, the Licensee shall reimburse City for actual, direct and indirect damages incurred by the City as a result of such delays. If necessary City may permit Licensee to place a temporary Small Cell Wireless Facility (Cell on Wheels or similar installation) on the City Property or at some other location acceptable to Licensee, at Licensee's cost, until such relocation is complete.

7. Operations Interference, Emergency Disruption, Testing, and Reservation

- 7.1.** Licensees shall not use the City-Owned Structures or the ROW in any way which interferes with the use of any portion of the City Property by City. In the event City determines that a Licensee's use of the City-Owned Structures or the ROW interferes with the City's use of the City Property, City will notify the Licensee of such interference and the Licensee shall have fifteen (15) days to remedy the interference. If a Licensee does not remedy the interference, such action shall be deemed a material breach by the Licensee and City shall have the right to terminate the Permit.
- 7.2.** City shall be entitled to inspect all construction, reconstruction, or installation work and to conduct such tests as it deems necessary to ensure compliance with the terms herein and all applicable laws, regulations, and rules. This right to access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority.
- 7.3.** Licensees shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of City's existing or future fire, law enforcement, Police, Public Safety, transportation, information technology, engineering, emergency or other communication equipment, methodology or technology (including, but not limited to, voice, data or other carrying, receiving or transmitting equipment.) If such interference should occur, the Licensee shall immediately discontinue using the equipment, methodology or technology that causes the interference until the Licensee takes corrective measures to alter the Licensee Facilities to eliminate such interference. Any such corrective measures shall be made at no cost to City.
- 7.4.** City may remove alter, tear out, relocate, or damage portions of Licensee's Facilities in the case of fire, disaster, or other emergency if the City deems such action to be reasonable necessary under the circumstances. In such event, neither the City nor any agent, contractor or employee of the City shall be liable

- to Licensee or its customers or third parties for any harm so caused to them or Licensee's Facilities. When practical, City shall consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption or operation of the Licensee's Facilities. In any event, City shall inform Licensee after such actions.
- 7.5.** Licensees shall at all times retain on call and available to the City by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of Licensee's Facilities and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and day-to-day operation of the ROW and all other matters affecting a Permit.
- 7.6.** Both City and the Licensees may conduct radio frequency emission and interference studies from time to time to determine whether a Licensee's use of the Licensee Facilities will interfere with City's use of the City-Owned Structures or the ROW. In the event such a study indicates that a Licensee's use will potentially interfere with City's use of the City-Owned Structures or the ROW, the Licensee shall have thirty (30) days to remedy the interference to City's satisfaction. If the problem is not so remedied in thirty (30) days, then City may require the Licensee, at Licensee's full expense, to relocate the Licensee Facilities so as to remove or minimize the interference, to the extent City deems necessary. City may permit Licensee to place a temporary Antenna (Cell on Wheels or similar installation) on the City-Owned Structures, the ROW or at some other location acceptable to Licensee and City, during relocation of the Licensee's Facilities.
- 7.7.** City may, at its expense, perform tests as necessary to determine compliance of the Licensee Facilities on the City-Owned Structures or in the ROW with Federal radio frequency exposure limit rules, 47 C.F.R. Section 1.1310, or subsequent Federal rules as amended from time to time.
- 7.8.** Licensees shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Licensee Facilities (or that of any sub-lessees of Licensee) on City-Owned Structures or in the ROW into commercial operation, and Licensees shall perform additional tests upon any significant change in the Licensee Facilities on the City-Owned Structures or in the ROW, such as sublicenses to third parties for them to install communications equipment on the City-Owned Structures or in the ROW. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then noncompliant Licensee Facilities on the City-Owned Structures or in the ROW shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

- 7.9.** City does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, water, other hydrocarbons or minerals on, as to, under or about any portion of the City Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the City Property; and (iii) the right to grant to others the rights hereby reserved.
- 7.10.** City shall have the right to operate, replace and maintain all City-Owned Structures in such manner as best serves City's service requirements including, but not limited to, the right to allow the attachment of additional facilities. Licensee agrees to shut down communications and electrical equipment during any time City is maintaining, testing or replacing the City-Owned Structure within one (1) business day from the date of notice. If Licensee fails to shut off the equipment within three (3) business days from the date of notice, Licensee shall reimburse City for its costs related to the delay including time and labor expenses. The reimbursement will be at a minimum \$500 per incident.

8. Fees

- 8.1.** Licensees shall pay the application fees set forth on the Schedule of Fees on Exhibit C, attached hereto and incorporated herein, for each Permit at the time of submittal of a Permit application.
- 8.2.** Licensees shall pay all applicable permit fees at the time of issuance of each Permit, including by way of illustration and not limitation, all applicable taxes, traffic control fees, and technology fees that are adopted by the City from time to time.
- 8.3.** The applicable fees set forth on Exhibit C for each Permit shall be consideration for the right to use City-Owned Structures or the ROW.
- 8.4.** The Fee shall be paid to City in advance, on or before the anniversary date of the effective date of each Permit, without prior demand and without any deduction or offset whatsoever.
- 8.5.** Fees paid by Licensees are non-refundable.

9. Safety Program for City's Employees

In order to perform duties necessary as owner and manager of the public ROW, the City and its employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon. In conjunction with the requirements of paragraph 7.10, above, and in order to ensure the safety of those working on or near a

Licensee's Facilities, Licensees must comply with at least one of the following safety protocols:

- 9.1.** Provide access to a kill switch for each Small Wireless Site that the City's employees, agents, or representatives can use to turn off all power to the Licensee's Facilities while City work is performed at the location. The City will immediately provide notice to the contact number provided by the Licensee.
- 9.2.** Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

10. Indemnification

To the fullest extent permitted by law, Licensees shall indemnify, hold harmless, and defend the Indemnified Parties for, from and against all claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees arising out of or resulting from the conduct or management of Licensee's Facilities or any condition created in or about the Licensee's Facilities or any accident, injury, or damage whatsoever occurring in or at Licensee's Facilities or from the failure of Licensee to keep its facilities in good condition and repair, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused by any act or omission of Licensee or anyone directly or indirectly employed by it, including any contractor or subcontractor, or anyone for whose acts it might be liable. Notwithstanding the foregoing, Licensee's obligation to indemnify or hold harmless the Indemnified Parties under this provision shall be limited to the extent that the damage or injury is attributable to the negligence or other wrongful acts or omissions of Licensee or its employees, contractors, subcontractors or agents. If the damage or injury is caused by the joint or concurrent negligence of City and Licensee, the loss shall be borne by City and Licensee in proportion to their degree of negligence or fault. Licensee's hold harmless agreement includes latent defects, and, subject to standard provisions of the relevant policies, the hold harmless obligation shall be specifically covered and insured by the insurance policies required by these Terms.

11. Insurance

- 11.1.** Without limiting any liabilities or any other obligations of any Licensee or any of its contractors or subcontractors under any Master License, Permit or otherwise, a Licensee and its contractors or subcontractors shall provide and maintain, with forms and insurers acceptable to City, and until all obligations under the Master License and all Permits are satisfied, the minimum insurance coverage, as follows:
 - 11.1.1.** Commercial General Liability Insurance, including coverage of contractual liability assumed under each Permit, affording protection of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence,

combined single limit for bodily injury and property damage, against damages because of, or on account of, bodily injuries to or the death of any person or destruction of or damage to the property of any person, occurring on or about any of Licensee's Facilities or due in any way to the use, occupancy, maintenance or operation of the Small Cell or Ground Facilities or related facilities.

11.1.2. Workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's and Licensee's contractor or subcontractor employees who may be working on Licensee's Facilities, and employer's liability with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

11.1.3. Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000) each occurrence with respect to vehicles assigned to or used in the performance of the work, whether owned, hired, or non-owned.

11.2. The policies required by Sections 12.1.1 and 12.1.3 herein shall include the City of Avondale, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for shall be primary insurance and that any insurance carried by the City of Avondale, members of its governing bodies, its officers, agents and employees shall be excess and not contributory.

11.3. Contractor, its subcontractors and its insurers providing the required coverages shall waive all rights of subrogation against the City of Avondale, members of its governing bodies, its officers, agents and employees.

11.4. Prior to commencing construction, Contractor or Subcontractor shall furnish the City with Certificates of Insurance and related endorsements as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days' notice of cancellation, termination, or material change shall be sent directly to City.

11.5. All insurance policies shall be obtained from companies duly authorized to issue such policies in the State of Arizona, having Best's ratings of "A" and acceptable to City.

12. Breach and Letter of Credit

12.1. Any breach of these Terms and Conditions or of any provision of a Master License or Permit, if left uncured after 30-days' written notice, shall render Licensee's Facilities as unauthorized work within the right-of-way, and shall be

subject to the penalties in Avondale City Code 21-7.

- 12.2.** Prior to the effective date of any Master License or Permit, Licensees shall provide a letter of credit in an amount based upon a Licensee's good-faith estimate of the number of Permits to be issued within the City in the current calendar year. The letter of credit shall be a security deposit for a Licensee's performance of all of its obligations under these Terms, and shall be in substantially the same form as approved by the City Attorney.
- 12.2.1.** The amount of the letter of credit shall be, as follows: Thirty Thousand Dollars (\$30,000.00) for up to ten (10) Permits; Sixty Thousand Dollars (\$60,000.00) for eleven (11) to twenty (20) Permits; One Hundred Five Thousand Dollars (\$105,000.00) for twenty-one (21) to thirty-five (35) Permits; One Hundred Eighty Thousand Dollars (\$180,000.00) for thirty-six (36) to sixty (60) Permits; Three Hundred Thousand Dollars (\$300,000.00) for sixty-one (61) to one hundred (100) Permits; Four Hundred Fifty Thousand Dollars (\$450,000.00) for One hundred one (101) to one hundred fifty (150) Permits; Six Hundred Seventy-Five Thousand (\$675,000.00) for one hundred fifty-one (151) to two hundred twenty-five (225) Permits; One Million Fifty Thousand Dollars (\$1,050,000.00) for two hundred twenty-six (226) to three hundred fifty (350) Permits; One Million Five Hundred Thousand Dollars (1,500,000.00) for three hundred fifty-one (351) to five hundred (500) Permits; Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) for five hundred one (501) to seven hundred fifty (750) Permits; and Three Million Dollars (\$3,000,000.00) for seven hundred fifty-one (751) to one thousand (1,000) Permits. If the number of Permits exceeds one thousand (1,000), then the Three Million Dollar (\$3,000,000.00) letter of credit shall remain in effect and the amounts for additional Permits shall be calculated according to the calculation above.
- 12.2.2.** The City will determine at least once annually if Licensee must update the amount of the letter of credit based upon the then-current number of Licensee's Permits.
- 12.2.3.** Licensee shall pay all costs associated with the letter of credit and shall maintain the letter of credit for at least one year following the term of any Permit.
- 12.2.4.** City may, in its sole discretion, draw on the letter of credit in the event of any default under these Terms and Conditions. In such event, Licensee shall cause that the letter of credit be replenished to its prior amount within ten (10) business days after City notifies a Licensee that it has drawn on the letter of credit.

- 12.3.** The City's remedies for breach are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available under the law.

13. General Provisions

13.1. Force Majeure

- 13.1.1.** Neither City nor any Licensee shall be liable or responsible for a delay or failure in performing or carrying out any of its obligations (other than obligations to make payments) under any Master License or Permit caused by force majeure. Force majeure shall mean any cause beyond the reasonable control of City or Licensee, as applicable, or beyond the reasonable control of any of their respective contractors, subcontractors, suppliers or vendors, including without limitation: acts of God, including, but not necessarily limited to, lightning, earthquakes, adverse weather of greater duration or intensity than normally expected for the job area and time of year, fires, explosions, floods, other natural catastrophes, sabotage, acts of a public enemy, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots, or civil disturbances; Labor disputes, including, but not necessarily limited to, strikes, work slowdowns, work stoppages, or labor disruptions, labor or material shortages, or delays or disruptions of transportation; orders and judgments of any federal, state or local court, administrative agency or governmental body; the adoption of or change in any federal, state or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits or licenses, by a court or public agency having appropriate jurisdiction after the date of the adoption of these Terms; or any suspension, termination, interruption, denial or failure to issue or renew by any governmental authority or other party having approval rights of any approval required or necessary hereunder for installation or operation of any Small Cell Equipment or for either Party to perform its obligations hereunder, except when such suspension, termination, interruption, denial or failure to issue or renew results from the negligence or failure to act of the Party claiming the occurrence of an event of force majeure.
- 13.1.2.** If either City or a Licensee is rendered unable to fulfill any of its obligations under a Master License or Permit by reason of force majeure, such Party shall promptly notify the other and shall exercise due diligence to remove such inability with all reasonable dispatch; provided, that nothing contained in this Section 14.1 shall be construed as requiring City or a Licensee to settle any strike, work stoppage or other labor dispute in which it may be involved, or to accept any permit,

certificate, license or other approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deems to be unduly burdensome or costly.

13.2. Assignment

Licensees will have the right to assign, sell or transfer its interest under a Master License or Permit without the approval or consent of City, to the Licensee's affiliate or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Licensee's Facilities are located by reason of a merger, acquisition, or other business reorganization. Licensees may not otherwise assign a Master License or Permit without the City's consent, City's consent not to be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be void.

13.3. Entire Agreement

These Terms and Conditions and any related Master Licenses represent the entire agreement of the Parties. There are no other agreements or terms, written or oral. Except for those previously-executed and enforceable contracts, these Terms and Conditions and related Master Licenses supersedes all previous communications and representations between the Parties on the same subject matter, whether oral or written. All changes to any Master License agreed to by the Parties shall be in writing, and must be executed by both Parties.

13.4. Severability

If any a provision of these Terms is invalidated by a court of competent jurisdiction, all other provisions hereof shall continue in effect.

13.5. Governing Law and Choice of Forum

These Terms and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Arizona without reference to principles of conflict of laws in Arizona or any other jurisdiction. Any proceeding shall be filed, prosecuted and resolved in the courts of the State of Arizona, state or federal, and venue for any litigation or other dispute shall be only in Maricopa County, Arizona. The Parties waive any and all rights to a jury.

13.6. Remedies Cumulative

All remedies specified in these Terms and all remedies provided by law or otherwise (except as specifically excluded herein), shall be cumulative and not alternative.

13.7. Attorneys' Fees and Expenses

In the event of default by either Party or any action or suit arising out of these Terms and Conditions, any Master License or any individual Permit, the prevailing Party or the non-defaulting Party shall be entitled to recover its costs, expenses, reasonable attorneys' fees, experts' fees and witness fees of any type.

13.8. Notices

Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the Master License and to the City as follows:

If to City: City of Avondale
 Development & Engineering Services Department
 11465 W Civic Center Dr Suite 120
 Avondale, AZ 85323
 Attn: City Engineer

Copy to: City of Avondale City Attorney
 11465 W Civic Center Dr
 Avondale, AZ 85323

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

13.9. Exhibits

The forms of Exhibits attached to this Master Agreement may change from time to time in City's discretion, as technology and business needs change.

EXHIBIT A

FORM OF MASTER LICENSE

EXHIBIT A TO TERMS AND CONDITIONS

MASTER LICENSE FORM

WIRELESS PROVIDER MASTER LICENSE FOR USE OF RIGHT-OF-WAY

This Master License, made this ____ day of, 20 ____ ("Master License Effective Date"), between the City of Avondale, an Arizona municipal corporation ("City") and _____ (_____) a _____ corporation ("Licensee") for the use of City right-of-way.

1. Master License. This Master License is issued to Licensee to conduct the Permitted Uses in compliance with those documents entitled "Wireless Facilities in the Right-of-Way Standard Terms and Conditions" ("Terms and Conditions") and "Design Standards, Concepts and Requirements – Wireless Facilities in the Right-of-Way" ("Design Standards") adopted by the City Council and on file with the City Clerk of Avondale and as authorized by Section 708 of the City Zoning Ordinance. The Terms and Conditions and Design Standards are incorporated into this Master License by reference. In the event of a contradiction, modification or inconsistency between the Terms and Conditions or Design Standards and this Master License, the terms of this Master License shall govern. Capitalized terms used in this Master License shall have the same meaning described for them in the Terms and Conditions unless otherwise indicated herein. **LICENSEE WARRANTS AND REPRESENTS THAT LICENSEE HAD READ AND AGREES TO THE TERMS AND CONDITIONS AND DESIGN STANDARDS.**

2. Preliminary Site Plan Approval and Permit Application. Licensee agrees that the information it submits to City with any Preliminary Site Plan or Permit Application shall accurately sets forth and depicts the location of the Utility Pole it desires to use for Wireless Facilities in the Right-of-Way and the specific Permitted Uses Licensee desires on each Utility Pole, including all Licensee Facilities. All Licensee's work in the Right-of-Way shall comply with this Master License.

3. Deviations from Standard Terms and Conditions and/or Design Standards. If Licensee requests a deviation from the Standard Terms and Conditions, the request shall be submitted to the City Council, who may approve or deny the requested deviation.

4. Term; Termination. The term of this Master License shall commence on the Master License Effective Date and continue for a term of ten years. City may terminate this Master License if Licensee violates any term of this Master License and such violation continues for ten (10) days following written notice to Licensee of such violation.

5. Fees. Licensee shall pay the applicable fees as adopted by resolution of the City Council, as set forth in the Terms and Conditions.

6. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Utility Poles in the Right-of-Way is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connections required for the Permitted Use. Licensee shall obtain such Governmental Approvals prior to commencing work in the Right-of-Way. In the event that Licensee is not able to obtain such Governmental Approvals or not able to obtain them in a satisfactory manner, or that the approved location is no longer technically compatible for its use, Licensee shall have the right to terminate this Master License or a Permit. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by City. Upon such termination, this Master License or the Permit, as applicable, shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to City.

7. Compliance with Law. Licensee acknowledges that this Master License does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City or any other governmental body upon or affecting Licensee's use of the Use Area.

8. Notices. All notices, requests, demands and other communications under this Master License shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to City:

City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323
Attention: City Manager

If to License:

EXECUTED to be effective as of the date shown above.

CITY OF AVONDALE

By: _____
Name: _____
Title: _____

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM

By: _____

LICENSEE:

By: _____

Name: _____

Title: _____

EXHIBIT B

SAMPLE PERMIT OF SMALL WIRELESS FACILITY

EXHIBIT B

FORM OF PERMIT

Permit No. ____

Date: _____
Master License Date: _____
Licensee: _____

1. Facility Type. This Permit is for (check one):

- _____ Wireless Facilities installed on a Utility Pole owned by City, including replacement poles.
- _____ Wireless Facilities installed on a Utility Pole owned by a third party pursuant to a separate agreement with the third party.
- _____ Wireless Facilities installed on a Utility Pole owned by Licensee.

When used in this Permit, the term “Permitted Uses” means the use of the Utility Pole as designated above and on Exhibit 1 to install, maintain, operate and repair the Wireless Facilities in accordance with the Terms and Conditions and the Design Standards, as those terms are defined in Section _____ of the Avondale City Code.

2. Permit. This Site License is issued to Company to conduct the Permitted Uses in accordance with those documents entitled “Small Cell Wireless Terms and Conditions for Small Wireless Facilities within the Right-of-Way” (“Terms and Conditions”) and “Design Standards for Small Wireless Facilities within the City Right-of-Way” (“Design Standards”) adopted by the City Council and on file with the City Clerk of Avondale and as authorized by Section 708 of the City Zoning Ordinance. The Terms and Conditions and Design Standards are attached to this Site License and incorporated herein by reference. In the event of a contradiction, modification or inconsistency between the Terms and Conditions or Design Standards and this Site License, the terms of this Site License shall govern. Capitalized terms used in this Site License shall have the same meaning described for them in the Terms and Conditions unless otherwise indicated herein.

3. Project Description and Locations. Licensee shall have the right to use the Utility Pole for Wireless Facilities at the designated areas in the Right-of-Way as further described in Exhibit 1 attached hereto (the "Use Area") for the Permitted Use.

4. Wireless Facilities. The Wireless Facilities to be installed at the City Utility Pole are described in Exhibit 1 attached hereto.

5. **Term; Termination.** The term of this Permit shall commence on the Permit Effective Date and continue for a term of ten years. City may terminate this Permit if Licensee violates the term of this Permit and such violation continues for ten (10) days following written notice of such violation.

6. **Fees.** Licensee shall pay the applicable fees as adopted by resolution of the City Council, as set forth in the Terms and Conditions.

7. **Compliance Responsibility.** It is Licensee's responsibility to ensure that Exhibit 1 correctly shows the work that Licensee intends to perform, that Exhibit 1 correctly shows all improvements and equipment that Licensee intends be located on the Use Areas, that Exhibit 1 shows no work, improvements or equipment outside the Use Areas, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Terms and Conditions for the Use Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on Exhibit 1 or discussed in the Terms and Conditions. Any refinement or other change to Exhibit 1 after City executes this Permit is void unless Licensee obtains City's approval of the change pursuant to the plans approval processes set out in the Terms and condition and pursuant to all applicable regulatory requirements.

8. **Compliance with Law.** Licensee acknowledges that this Permit does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City or any other governmental body upon or affecting Licensee's use of the Use Area.

9. **Notices.** Any notices given shall be as set forth in the Master License

EXECUTED to be effective as of the date shown above.

CITY OF AVONDALE

By: _____
Name: _____
Title: _____

LICENSEE:

By: _____
Name: _____
Title: _____

EXHIBIT 1

UTILITY POLE, USE AREA AND WIRELESS FACILITIES

EXHIBIT C

SCHEDULE OF FEES

APPLICATION FEES AND ANNUAL RATES FOR SMALL WIRELESS FACILITIES IN CITY RIGHT-OF-WAY

Facility Type	Initial Application Fee	Annual Rate
New/replacement poles not subject to zoning review	\$750	\$50 for use of right-of-way and \$50 for use of City-owned pole
New/replacement poles subject to zoning review	\$1,000	\$200 for use of the right-of-way (if use is permitted)
Initial Application Fee for colocation on an existing support structure	\$100 per facility (up to 5) \$50 per facility (5-25)	\$50 for use of right-of-way and \$50 for use of City-owned pole
Microcell Equipment mounted on strands	\$750	\$50 for use of right-of-way

INSPECTION FEES FOR SMALL WIRELESS FACILITIES IN CITY RIGHT-OF-WAY

Facility Type	Hourly Rate
Existing Poles	\$120 per hour to a maximum of \$1,200
New/Replacement Poles	\$120 per hour to a maximum of \$2,400



CITY COUNCIL REPORT

SUBJECT: Contract Award with Arizona Cart Services for Shopping Cart Retrieval Services

MEETING DATE: 5/20/2019

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director, (623) 333-2711

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

PURPOSE:

City Council will consider a request to award a contract to Arizona Cart Services to provide retrieval services of stray shopping carts within the city limits, in the amount of \$12,000 with the option for up to four successive renewals for an aggregate amount not to exceed \$60,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale has experienced ongoing occurrence of stray shopping carts around the city. Often these carts are found on sidewalks, vacant lots and streets far from the place of origin. They are a blight on the community and may pose a risk to the health, general welfare and aesthetics of our community. This fiscal year, Code Enforcement staff removed 154 carts and reported 240 carts to 1-800-the-cart, a stray shopping cart retrieval service. Several Avondale businesses contract with the 1-800-the-cart shopping cart retrieval service. However, there are several other businesses that do not utilize this type of service. The Neighborhood and Family Services, Code Enforcement Division has implemented new measures to address stray shopping carts. Some of those measures include:

- The installation of lift gates on all code enforcement vehicles to help with the prompt removal of shopping carts that pose an immediate hazard to traffic and pedestrians. The collected carts are returned to the businesses.
- The utilization of GIS mapping to identify 'hot spots' for concentrated inspection, reporting and removal.
- The addition of a new button within the myAvondale app to connect users to the 1-800-THE-CART report hotline.

In addition to these measures, the Code Enforcement Division maintains continuous communication with businesses and their respective contracted cart retrieval services to inform them of the stray cart locations and to facilitate expedited retrieval by their contracted service provider.

DISCUSSION:

On April 1, 2019, staff released an Invitation for Bid NFS 19-147 for shopping cart retrieval services with a deadline of April 22, 2019. The City received one proposal by the deadline. Staff evaluated the bid proposal and determined that it met the city's needs and requirements.

The proposed contract with Arizona Cart Services for shopping cart retrieval services within city limits, in the amount of \$12,000 for the period of May 20, 2019, through June 30, 2020, has the option of up to four successive renewal periods, with an aggregate amount not to exceed \$60,000.

BUDGET IMPACT:

Funding for this service is programmed in the Neighborhood and Family Services budget, 101-7505-00-6180, Other Professional Services.

RECOMMENDATION:

Staff recommends that the City Council award the contract to Arizona Cart Services for shopping cart retrieval services in the amount of \$12,000 from May 20, 2019, through June 30, 2020, with the option of up to four successive renewal periods, with an aggregate amount not to exceed \$60,000.

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	NFS 19-147
Solicitation Title:	Shopping Cart Retrieval Services
Release Date:	April 1, 2019
Final Date for Inquiries:	April 15, 2019
Bid Deadline:	April 22, 2019 5:00 p.m. (local-time, Phoenix, Arizona)
Bid Opening:	April 22, 2019 5:00 p.m. (local-time, Phoenix, Arizona)
Procurement Administrator:	Marsha Chavez mchavez@avondaleaz.gov 623-333-2033

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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Neighborhood & Family Services Department
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OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Pursuant to section 2.17 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: ☒* or Line Item Award: ☐

*Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award.

Arizona Transaction (Sales) Privilege
Tax License Number: 86-007-0822

Arizona Corporation Commission File No.: 07675990

Federal Employer Identification
Number: _____

ARIZONA CART SERVICES
Contractor Name

120 E. Pierce Street
Address

Phoenix AZ 85004
City State Zip Code

For Clarification of this Bid contact:

Name: Dan Tennesen

Telephone: 602.258.4942

Email: dtennesen@afmaaz.org

[Signature]
Authorized Signature for Contractor

Dan Tennesen
Printed Name

Director
Title

ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF AVONDALE, an Arizona municipal
corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 "Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 "Bid Deadline" means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 "Bid Opening" means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 "Bidder" means any person or firm submitting a competitive Bid in response to this IFB.

1.5 "City" means the City of Avondale, an Arizona municipal corporation.

1.6 "City Representative" means the City employee who has specifically been designated to act as a contact person to the City's Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor's performance under the Contract and for providing information regarding details pertaining to the Work.

1.7 "Confidential Information" means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 "Contract" means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

1.10 "Day(s)" means calendar day(s) unless otherwise specified.

1.11 "Invitation for Bids" or "IFB" means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the City's Procurement Code.

1.12 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.13 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.14 "Price" means the total expenditure for a defined quantity of a commodity or service.

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1.15 "Procurement Administrator" means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.16 "Procurement Agent" means the City Manager or authorized designee.

1.17 "Procurement Code" means the City's Procurement Code, as amended from time to time.

1.18 "Project" means the purpose and work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.19 "Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

1.20 "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

1.21 "Subcontractor" means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.22 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 "Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified, licensed Contractor(s) for the retrieval of abandoned shopping carts within city limits in compliance with ARS Title 44, Chapter 11, Article 19, 44-1799.31, et. seq. (the "Services") as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the City's needs. The City does not guarantee any minimum or maximum amount of Services will be requested by the City pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The City may consider as "irregular" or "non-responsive" and reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the

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Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).
3. Licenses; Certifications; DBE/WBE Status (Exhibit C).
4. References (Exhibit D).
5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder may be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

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I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Within five business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be compiled and posted to the City's website at <https://www.avondaleaz.gov/procurement>. Questions shall be submitted in writing or via email by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:

City of Avondale procurement website at www.avondaleaz.gov/procurement.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "or equal," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected

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Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement

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Code, except that any portion of a Bid that was designated as confidential pursuant to subsection 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit C and incorporated herein by reference. Upon the City's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.14(E) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

2.17 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **120 Days** after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 Days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the City may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and

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renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

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

3.2 Compensation. The City shall pay the Contractor for Services completed and accepted by the City at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the City.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 Documents. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

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

3.6 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

3.8 Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required

to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment or Material to Contractor.

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

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

3.11 Changes; Cancellation. The City reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.12 Insurance.

A. General.

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

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

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

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

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

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

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

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

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.
- (iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

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

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage.

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

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the

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requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

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

3.14 Termination; Cancellation.

A. For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the

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Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

E. Gratuities. The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

3.15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

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

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

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

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

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

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

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

K. Liens. All Services or Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

L. Offset.

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

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

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

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

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

If to Contractor: Arizona Cart Services
120 E. Pierce St.
Phoenix AZ 85004
Attn: Dan Tennesen

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent

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by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with subsection 3.15(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.15(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.15(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.15(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.15 (R) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

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

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

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Agreement is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

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

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

EXHIBIT A
TO
INVITATION FOR BIDS NO. NFS 19-147

[Scope of Work]

See following pages.

SCOPE OF WORK

Shopping Cart Retrieval Services

NFS 19-147

1. Introduction. The City of Avondale is soliciting proposals for retrieval of abandoned shopping carts within the city limits. These services must comply with the Arizona Revised Statutes (A.R.S) Title 44, Chapter 11, Article 19, 44-1799.31 et seq.

City will provide electronic work orders to the selected vendor with information regarding the cart and location. The selected vendor will also perform sweeps of selected areas. A sweep is defined as a recurring scheduled inspection of a designated area within one (1) square mile. The selected vendor will retrieve carts in the assigned area and take appropriate action to remove or tag the carts. Sweeps will be assigned based on the frequency of calls received for abandoned carts and the number of carts found within specific geographical areas. Some locations may be put on a regular schedule as needed. Assigned sweeps must be completed within one business day from date of assignment. The City may change the number, location, and frequency of sweeps as needed.

2. Scope of Work.

2.1 Services. The Services must be started within 24 hours after the City's request and must be performed diligently until the Work is completed. Failure to complete the Work as specified for each site within one week may result in the termination of the Contract unless the Contractor can demonstrate just cause for a time extension.

2.1.1. All Work shall be performed during the City's business hours, Monday through Thursday 7:00 a.m. to 6:00 p.m. (excluding City holidays) unless emergency or special work order is requested.

2.1.2. Contractor shall have the capability to receive calls/messages during City business hours.

2.1.3. Contractor shall provide all equipment, supplies, materials and labor necessary to perform the Services.

2.1.4. Contractor shall have storage to accommodate carts retrieved under this agreement.

2.1.5. Contractor shall ensure vehicles used in the Shopping Cart Retrieval Program shall comply with the requirements of A.R.S. 44-1799.34 regarding vehicle signage.

2.1.6. Employees will be required to wear visible name photo I.D. badges

2.1.7. Contractor will maintain a log reflecting status of all work orders and approved sweeps. Log shall minimally include date of inspection, location, name of retailer, and status of cart.

2.1.8. For each work order received, take the appropriate action and respond to work orders within two business days

2.1.9. Complete sweeps as assigned within one (1) business day.

2.1.10. All carts collected through the Citywide Shopping Cart Retrieval Program that may require landfill disposal must be taken to the nearest landfill.

2.2 Properly Signed Cart.

2.2.1 Upon receiving a work order from the City, the Contractor shall determine if cart is properly signed as per A.R.S. 44-1799.32. If cart is signed, Contractor shall tag cart and leave in location found, unless cart is in a hazardous location. Carts found in a hazardous location shall be immediately removed and retained in the Contractor's impound lot. Contractor shall notify the City by the end of the day of all tagged and impounded carts.

2.2.2 If the cart is not retrieved within the time specified on the notice, the contractor shall remove and impound the cart. Carts not retrieved within thirty (30) days will become the contractor's property.

2.2.3 The City will send the necessary notices for tagged and/or impounded carts based on the Contractor's reports. The City will notify the Contractor when time frames in notices have expired.

2.3 Improperly Signed Carts.

2.3.1 If a cart is not properly signed, the contractor shall immediately remove the cart.

2.3.2 The cart then becomes the property of the contractor.

2.4 Carts Unobtainable to Contractor

2.4.1 Shopping carts shall not be removed from private property without permission from property owner. Carts shall not be retrieved from the premises of any retailer or retailer parking areas. Carts that are not retrievable due to circumstances outside of the control of the Contractor shall be reported to the City for further action.

2.5. Reporting.

2.5.1 The selected Contractor shall maintain a weekly work order log tracking the date of cart inspection, location of cart, name of the retailer description of cart, and cart tag number if applicable, and status of cart. The Contractor shall report the status for work orders each week. Contractor will also report to the City any carts returned to stores, or retrieved from the impound lot. Reports will be submitted to the City electronically.

2.5.2 The City will use the reports provided by the contractor to close work orders.

2.5.3 Contractor is responsible for the payment of all required permits and disposal fees.

2.5.4 Contractor shall pay all recycling fees. However, Contractor may keep profits incurred from recycling items of value.

5.5.5 Contractor must provide the City with photographs of the property immediately before and after performing the required Services.

5.5.6 The Contractor shall perform the Services to the satisfaction of the City representative, who will inspect each site within two business days after the Services are completed. If the Services provided are unsatisfactory, the Contractor shall perform additional Work at no additional charge to the City until the site is acceptable.

5.5.7 Any damage done by Contractor to any buildings, property, landscaping or utilities while performing the Services will be replaced or repaired at Contractor's sole expense, in a manner acceptable to the City.

5.5.8 In the event the Contractor arrives at or is on-site and access to the property is denied, the

Contractor shall either not proceed with the Services or immediately stop the Services, remove all equipment off-site and contact the City representative for instructions.

3. Contractor Personnel Requirements.

3.1 Personnel must not have been convicted of any felony crime.

3.2 Personnel may not carry firearms or have them in their vehicles.

3.3 Personnel shall conduct themselves in a respectable and courteous manner.

3.4 Personnel are not permitted to play loud music, make unnecessary loud noise, or use inappropriate language.

3.5 Personnel may use tobacco products only in designated smoking areas.

3.6 Personnel must adhere to the City's Drug and Alcohol Policy.

3.7 Day labor or temporary workers are not permitted.

3.8 If there is a reasonable doubt regarding Contractor's personnel, the City representative may request a security/background check, which Contractor must respond to within 24 hours.

3.9 It is the sole responsibility of Contractor's personnel to safeguard all equipment, materials, tools and supplies. The City will not assume any responsibility for vandalism.

**EXHIBIT B
TO
INVITATION FOR BIDS NO. NFS 19-147**

[Price Sheet]

See following page.

PRICE SHEET

Shopping Cart Retrieval Services
NFS 19-147

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.

Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1.	Single work order – 4 or more retailers	1	EA	\$ 15 ⁰⁰	\$
2.	Single work order – no more than 3 retailers	1	EA	\$ 9 ⁰⁰	\$
3.	Sweeps – 1 square mile	1	HR	\$ 35 ⁰⁰	\$
5.	Additional Costs (Must Specify)		HR	\$50.00	\$
	(Bulk pickups = 25 carts OR less = \$50.00/hrly from specified city locations (i.e. city yard, homeless camps, alleyways, etc.)				
	TOTAL*				

*All bids are presumed to include all applicable taxes.

Company Name: Arizona Cart Services Date: 4.15.2019

EXHIBIT C
TO
INVITATION FOR BIDS NO. NFS 19-147

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

Shopping Cart Retrieval Program Services
NFS 19-147

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License* to your bid submittal.**

* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting City as a reporting jurisdiction or current City Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2019

ISSUED TO: ARIZONA GROCERS PUBLISHING
INCORPORATED
120 E PIERCE ST
PHOENIX AZ 85004-2051

ALL communications and
reports MUST REFER to
this LICENSE NO.

LICENSE: 07675990
START DATE: 03/01/2003
ISSUED: 12/26/2018
EXPIRES: 12/31/2019

LOCATION: CODE 001
ARIZONA CART RETRIEVAL COMPANY
120 E PIERCE ST
PHOENIX, AZ 85004
1800054699668

BUSINESS CODE

017 - RETAIL
017 - RETAIL
017 - RETAIL
018 - ADVERTISING
029 - USE TAX

REGION

MAR - MARICOPA
PE - PEORIA
PX - PHOENIX
PX - PHOENIX
PX - PHOENIX

JURISDICTION

COUNTY
CITY
CITY
CITY
CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

EXHIBIT D
TO
INVITATION FOR BIDS NO. NFS 19-147

[References]

See following page.

REFERENCES

Shopping Cart Retrieval Program Services NFS 19-147

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: CITY OF TUCSON
Address: 255 W. Alameda PO Box 27210
City/State/Zip Code: TUCSON, AZ 85726-7210
Contact: Cynthia Thompson
Telephone Number: 520-837-4134
Date of Contract Initiation: _____ Contract Expiration Date: _____
Project Description: Shopping Cart Retrieval Services
Contract Value: \$ Proprietary Annual Amount _____
2. Company: CITY OF PHOENIX Neighborhood Services
Address: 200 W. Washington Street, 4th Floor
City/State/Zip Code: Phoenix AZ 85003-1611
Contact: Hoy Anderson
Telephone Number: 602-495-7452
Date of Contract Initiation: _____ Contract Expiration Date: _____
Project Description: Shopping Cart Retrieval Services
Contract Value: \$ Proprietary Annual Amount _____
3. Company: CITY OF PEORIA
Address: 8401 N. Monroe Street
City/State/Zip Code: PEORIA AZ 85345
Contact: MARK GAGER
Telephone Number: 623-773-7160 623-773-7468
Date of Contract Initiation: _____ Contract Expiration Date: _____
Project Description: Shopping Cart Retrieval
Contract Value: \$ Proprietary Annual Amount _____

EXHIBIT E
TO
INVITATION FOR BIDS NO. NFS 19-147

[Acknowledgment of Addenda received, if any]

See following page(s).

**EXHIBIT F
TO
INVITATION FOR BIDS NO. NFS 19-147**

[Work Orders]

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



CITY COUNCIL REPORT

SUBJECT: Termination of Intergovernmental Agreements between the City of Avondale and Maricopa County

MEETING DATE: 5/20/2019

TO: Mayor and Council

FROM: Dan Davis, Economic Development Director, (623) 333-1411

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

PURPOSE:

City Council will consider a request to terminate four previous Intergovernmental Agreements between the City of Avondale and Maricopa County and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has a First Right to acquire parcel # 101-01-016 which is a 4.4 ac parcel adjacent to the Civic Center Library. The transaction includes the termination of four Intergovernmental Agreements that the City and County have entered into since 1991 in conjunction with planning of joint county and city facilities.

In order to move forward with the purchase of this property, these Intergovernmental Agreements need to be terminated because the purpose of the Intergovernmental Agreements has been fulfilled and the Agreements are no longer necessary.

DISCUSSION:

Over the last two decades, Maricopa County has entered into several Intergovernmental Agreements with the City of Avondale associated with the due diligence and land purchase activities for a proposed shared southwest regional government complex that included the Southwest Regional Service Center and space analysis for this complex.

The County was unable to construct this proposed complex on this parcel and instead constructed a complex on a different parcel of land along Van Buren in Avondale.

Due to these factors, Maricopa County and the City of Avondale mutually desire to terminate these Intergovernmental Agreements.

BUDGET IMPACT:

There is no impact to the budget with this action.

RECOMMENDATION:

Staff recommends the termination of these Intergovernmental Agreements.

WHEN RECORDED RETURN TO:

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

**TERMINATION OF INTERGOVERNMENTAL AGREEMENTS
BETWEEN
CITY OF AVONDALE
AND
MARICOPA COUNTY**

C-

This Termination of Intergovernmental Agreements ("Termination") is entered into effective as of the date last executed below ("Effective Date") by and between the City of Avondale, a municipal corporation organized under the laws of the State of Arizona ("Avondale"), and Maricopa County, a political subdivision of the State of Arizona ("County"), hereinafter referred to collectively as the "Parties", or individually as a "Party".

RECITALS

WHEREAS, Avondale and County have entered into several Intergovernmental Agreements (IGAs) associated with due diligence and land purchase activities for a proposed shared southwest regional government complex as set forth below:

- A. That certain Southwest Regional Service Center IGA which was recorded as Recording Number 91-096792 in the Maricopa County Recorder's Office on March 8, 1991 (C8911184); and
- B. That certain IGA to fund a space analysis and design study, recorded on April 17, 2002, as Recording Number 2002-0392449 (C70-02-089-2-00); and
- C. That certain IGA for the County's purchase of 15.86 acres of land from Avondale, recorded on October 30, 2002, as Recording Number 2002-11344429 (C-18-03-006-2-00), as amended by Amendment 1 which was recorded as Recording Number 2003-0703121 on June 2, 2003, (C18-03-028-2-00) to correct the size of the parcel to 15.53 acres; and

WHEREAS, the County, due to reasons beyond its control, was unable to construct the proposed government complex on the land purchased from Avondale and has constructed a complex on a different parcel of land; and

WHEREAS, the Parties now mutually desire to terminate the above mentioned IGAs.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the Parties agree as follows:

1. The Recitals by this reference are hereby incorporated into this Termination.
2. The Parties mutually agree to terminate the IGAs described above, recorded in the Maricopa County Recorder's Office as follows, because the purpose of the IGAs has been fulfilled and/or the IGAs are no longer necessary:
 - A. Recording Number 91-096792; and
 - B. Recording Number 2002-0392449; and
 - C. Recording Number 2002-11344429; and
 - D. Recording Number 2003-0703121.
3. The terms of this Termination shall be construed in accordance with the laws of the State of Arizona and any action thereon shall be brought in the appropriate court located in Maricopa County, Arizona.
4. The Termination may be signed in a number of counterparts with the same effect as if the signatures thereto and hereto are upon the same instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Termination on the dates indicated below.

MARICOPA COUNTY, a political
subdivision of the State of Arizona

CITY OF AVONDALE, a municipal
corporation under the laws of the State of
Arizona

By: _____
Bill Gates,
Chairman, Board of Supervisors

By: _____
Charles A Montoya,
Avondale City Manager

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of the Board

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

By: _____
City Attorney



CITY COUNCIL REPORT

SUBJECT: Resolution 3554-519 - Approving 2019-2020 HUD Annual Action Plan

MEETING DATE: 5/20/2019

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood & Family Services Director, (623) 333-2711

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

PURPOSE:

City Council will consider a request to adopt Resolution 3554-519 approving the 2019-2020 Annual Action Plan portion of the 2015-2019 Consolidated Plan and authorize the Mayor or City Manager and City Clerk to take the steps necessary to submit the necessary documents for receipt of Federal Community Development Block Grant (CDBG) funds. The Council will take appropriate action.

BACKGROUND:

As an entitlement grantee, the City of Avondale receives an annual allocation of Community Development Block Grant (CDBG) funds from HUD, as well as Home Investment Partnership (HOME) funds as a member of the Maricopa County HOME Consortium. HUD has allocated \$695,530 in CDBG funds to the City for program year 2019-2020. The City will also receive \$188,389.54 in HOME funds from Maricopa County.

DISCUSSION:

The Federal objective of the CDBG program is to, "develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low and moderate income persons." The objective of the HOME program is to, "create affordable housing opportunities for low-income persons." The City of Avondale's goals and objectives with respect to CDBG and HOME are defined in the 5-Year Consolidated Plan that was approved by City Council in April, 2015.

The Consolidated Plan identified the housing, economic and social development needs of low-income and special needs persons and prescribed strategies to address them. The Annual Action Plan serves as an update to the Consolidated Plan and identifies the goals, strategies and expected outcomes for that program year.

HUD requires that local governments involve the public in completing their Annual Action Plans. Neighborhood and Family Services staff completed the public participation process through two public hearings (on February 6th and May 8th), presentation and discussion of the draft Plan at the April 15th City Council Work Session, and completion of a 30-day public comment period between April 11th and May 10th.

Data gathered from the public participation process supports the following community priorities in the current Consolidated Plan: preserve existing affordable housing stock, increase homeownership opportunities, affirmatively further fair housing in Avondale, support organizations that assist the City's special needs populations, and improve economic conditions in low-income, economically-challenged neighborhoods.

To advance these goals, staff recommend the following funding allocations in FY 2019-2020:

CDBG Allocations (\$695,530):

Emergency Home Repair Program - \$145,000
Substantial Home Repair Program - \$235,500
Youth Services (AviTEMP) - \$48,500
Homeless Emergency Rental - \$55,829
Revitalization area and small business assistance - \$71,595
Administration - \$139,106

HOME Allocations (\$188,389.54)

Homebuyer Downpayment Assistance - \$176,615
Administration - \$11,774

BUDGET IMPACT:

CDBG funds associated with this agenda item will be appropriated in Fund 240, and HOME funds appropriated in Fund 205, which are reserved exclusively for CDBG and HOME appropriations, respectively.

Use of \$176,615.19 in non-administrative HOME funds will require a 25% non-federal match from the City of Avondale, or \$44,154, which will be appropriated in 205-7575-20-6180, and has been included in the 2019-2020 City budget. CDBG funds do not require a match.

RECOMMENDATION:

Staff recommends adoption of a resolution, approving the final 2019-2020 HUD Annual Action Plan.

RESOLUTION NO. 3554-519

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE 2019/2020 ANNUAL ACTION PLAN PORTION OF THE 2015-2019 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR RECEIPT OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, as amended, establishes a Community Development Block Grant (“CDBG”) program for the purpose of developing viable urban communities by providing decent housing and a suitable living environment, expanding economic opportunities and preventing and/or eliminating conditions of slum and blight, principally for persons of low and moderate income; and;

WHEREAS, the City of Avondale (the “City”) desires to receive CDBG funds and to continue to carry out CDBG-funded programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) will provide \$695,530 in CDBG funds to the City for Fiscal Year 2019/2020; and

WHEREAS, the Code of Federal Regulations, 24 CFR Part 91 requires the submission to HUD and subsequent approval by HUD of a multi-year Consolidated Plan and an Annual Action Plan as a condition of receiving CDBG funds; and

WHEREAS, the City of Avondale 2015-2019 Consolidated Plan (the “Consolidated Plan”) was approved by the Council of the City of Avondale (the “City Council”) on April 20, 2015 and by HUD on July 9, 2015; and

WHEREAS, the City prepared an updated 2019/2020 Annual Action Plan element of the Consolidated Plan, listing activities to be funded in the 2019/2020 program year (the “2019/2020 Annual Action Plan”); and

WHEREAS, the City has completed public participation requirements in accordance with 24 CFR Part 91, including (i) public hearings held on February 6, 2019 and May 8, 2019, at which time an opportunity for public comment was available, and (ii) a 30-day comment period beginning April 11, 2019 and extending through May 10, 2019, during which time comments were able to be received from City residents for incorporation into the 2019/2020 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

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

SECTION 2. The 2019/2020 Annual Action Plan portion of the 2015-2019 Consolidated Plan and the allocation of funding to the activities to be undertaken described below are hereby approved and authorized for submission to HUD.

2019/2020 CDBG Annual Action Plan Allocations	
Activity	Amount Proposed
Administration	\$139,106
Substantial Home Repair	\$235,500
Emergency Home Repair	\$145,000
Homeless Emergency Rental	\$55,829
Youth Public Services	\$48,500
Revitalization and Small Business Assistance	\$71,595
Total Grant	\$695,530

SECTION 3. The City Council hereby finds that expenditures as set forth in the 2019/2020 Annual Action Plan estimated Allocations table set forth above (the “Allocation Table”) are necessary and appropriate and further, that said expenditures for the CDBG program will serve to assist low- and moderate-income individuals/families (no less than 70 percent as described in federal regulations) and/or serve to prevent or eliminate conditions of slum or blight in the community.

SECTION 4. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, on May 20, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney



CITY COUNCIL REPORT

SUBJECT: Ordinance 1693-519 - Amending City Code, Chapter 2 (Administration) and Resolution 3553-519 - Amending the Council Rules of Procedure, Section 4.1 - Pertaining to City Council Meeting Times

MEETING DATE: 5/20/2019

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 (a) adopt Ordinance 1693-519, amending City Code Chapter 2 (Administration), Article I (In General), repealing Section 2-2 in its entirety pertaining to City Council meeting times and renumbering it as Section 2-2 Reserved; and (b) adopt Resolution 3553-519 amending the Council Rules of Procedure 4.1, Regular Meetings and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

BACKGROUND:

In 2000, City Code was amended to include the meeting time and place within City Code. Pursuant to City Charter Section 12, City Council shall meet regularly at such times and at such places as prescribed in the Council Rules of Procedure. Therefore, staff is removing the meeting time and place from City Code as an administrative correction to the City Code.

Currently, the Regular Meeting time and date is outlined within the Council Rules of Procedure. With this, the City Council has a limited opportunity for breaks during Spring or Summer months.

DISCUSSION:

City Code and the Council Rules of Procedure requires Regular City Council meetings be held on the first and third Mondays of the month. To provide more flexibility within the City Council meeting schedule and to provide a spring and summer break, staff is requesting an amendment to the Council Rules of Procedure to remove this text.

With the amendment, the City Clerk will present the upcoming year's meeting calendar for approval, providing for a spring and summer break.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends that the City Council adopt the Ordinance approving the amendments to City Code, Chapter 2 (Administration), Article I (In General), Repealing Section 2-2 Pertaining to City Council Meeting Times and renumbering it as Section 2-2 Reserved; and adopt the Resolution amending the Council Rules of Procedure 4.1, Regular Meetings.

ORDINANCE NO. 1693-519

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE I (IN GENERAL), REPEALING SECTION 2-2 IN ITS ENTIRETY PERTAINING TO CITY COUNCIL MEETING TIMES AND RENUMBERING IT AS RESERVED SECTION 2-2.

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

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

SECTION 1. That the City of Avondale, City Code, Chapter 2 (Administration), Article 1 (In General), is amended by repealing Section 2-2 in its entirety pertaining to City Council Meeting Times is hereby amended to read as follows:

Sec. 2-2 - ~~City council meeting time.~~ Reserved.

~~Effective and beginning in the month of May, 2000, and thereafter, the council meetings of the city council, shall be held twice a month on the first and third Mondays of each month at seven p.m. in the council chambers.~~

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 4. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Council of the City of Avondale, May 20, 2019.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

RESOLUTION NO. 3553-519

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY COUNCIL RULES OF PROCEDURE RELATING TO REGULAR MEETING SCHEDULE.

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

SECTION 1. That the City of Avondale, City Council Rules of Procedure, Section 4, Meetings, is hereby amended as follows:

SECTION 4. MEETINGS

PRIOR TO THE END OF EACH CALENDAR YEAR, THE CITY CLERK SHALL PREPARE AND SUBMIT FOR COUNCIL APPROVAL, THE UPCOMING YEAR'S MEETING SCHEDULE, TO INCLUDE THE PLACE, TIME AND DATE OF EACH MEETING WITH A MINIMUM OF TWO MEETINGS A MONTH, AS REQUIRED IN THE AVONDALE CITY CHARTER ARTICLE II §12. 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.

4.1 REGULAR MEETINGS

- A. The City Council of the City of Avondale shall hold Regular Meetings ~~at 7:00 p.m. on the first and third Monday of each month, in the Council Chambers located at 11465 West Civic Center Drive, or another place, date or time as determined by the City Council. No change shall be made in regular meeting time or place without a published seven-day notice in a newspaper of general circulation within the City of Avondale. Meetings are held for the purpose of discussion or action of the City Council on various issues deemed necessary to further the business of the City. These meetings may provide for "Citizen Comments/Unscheduled Public Appearances."~~
- B. ~~When the day for a Regular Meeting of the City Council falls on a legal holiday, no meeting shall be held on such holiday, but said meeting may be held at the same time and the same location on the next succeeding business day thereafter that is not a holiday or at such other time as designated by the City Council according to the seven-day notice provisions set forth in subparagraph 4.1.A above. The City Council will take appropriate action to publicly announce such a change and will instruct the City Clerk to publish a notice in the newspaper stating such change.~~

SECTION 2. That 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, May 20, 2019.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney



CITY COUNCIL REPORT

SUBJECT: Ordinance 1687-519 - Acquisition of Real Property for the 107th Avenue and McDowell Road Project

MEETING DATE: 5/20/2019

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 Ordinance 1687-519 authorizing the dedication, purchase, or condemnation of real property for the 107th Avenue and McDowell Road Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City's Capital Improvement Plan (CIP) contains a project to address traffic congestion at the intersection of 107th Avenue and McDowell Road. Staff has evaluated several traffic impact studies to determine improvements needed at this intersection. Dual northbound to westbound left turn lanes, a northbound to eastbound dedicated right turn lane and dual westbound to southbound left turn lanes were among the recommendations proposed to help alleviate congestion.

On March 19, 2018, Council approved the Professional services agreement with Kimley-Horn and Associates to design this project.

DISCUSSION:

In order to accommodate the proposed improvements to the intersection, right of way will need to be acquired on the southwest and southeast corners. It is anticipated the the developer on the southeast corner will dedicate the right of way. The southwest corner will likely have to be purchased. Staff has a third party working on the appraisal. In order to acquire the needed right-of-way, Staff needs authority from Council.

STRATEGIC PLAN ALIGNMENT

Initiative: Foster Sustainable Community Development

Goal: Maintain and expand infrastructure and improve connectivity to City amenities

BUDGET IMPACT:

Funding is available in the CIP Street Fund Line Item No. 304-1224-00-8200 for the land acquisition.

RECOMMENDATION:

Staff is requesting that the City Council adopt Ordinance 1685-219 authorizing the acquisition of real property for the 107th Avenue and McDowell Road Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ORDINANCE NO. 1687-519

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION, BY PURCHASE, CONDEMNATION OR DEDICATION, OF REAL PROPERTY FOR PUBLIC USE.

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

WHEREAS, pursuant to Resolution 3409-1117, the Council of the City of Avondale (the “City Council”) approved the City of Avondale 2017 Transportation Plan Update (“the Transportation Plan”), which plan included recommended roadway improvement projects, including widening of 107th Avenue south of McDowell Road; and

WHEREAS, pursuant to Resolution 3460-618, the City Council adopted the City’s fiscal year 2018-2019 Annual Budget, which included approval of the City’s Capital Improvement Plan. The 2018-2019 Capital Improvement Plan implements portions of the Transportation Plan, including project ST1224 - 107th Avenue and McDowell Widening and Well Relocation (the “Project”); and

WHEREAS, the City Council desires to acquire certain real property along the southwest and southeast corners of 107th Avenue and McDowell Road related to the Project.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication, of real property comprising ± 0.01240 acres, generally located adjacent to the west right-of-way line of 107th Avenue, south of McDowell Road, in Avondale, Arizona, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (“Parcel 1”), is hereby approved.

SECTION 3. The acquisition, by purchase, condemnation or dedication, of real property comprising ± 0.78000 acres, generally located adjacent to the south right-of-way line of McDowell Road, west of 107th Avenue and continuing south along the west right-of-way line of

107th Avenue in Avondale, Arizona, as more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by reference (“Parcel 2”), is hereby approved.

SECTION 4. The acquisition, by purchase, condemnation or dedication, of real property comprising ± 0.37656 acres, generally located adjacent to the south right-of-way line of McDowell Road, east of 107th Avenue and continuing south along the east right-of-way line of 107th Avenue in Avondale, Arizona, as more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by reference (“Parcel 3”), is hereby approved.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 20, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael S. Wawro, City Attorney

3435164.6

2
EXHIBIT A
TO
ORDINANCE NO. 1687-519

[Legal Description and Map of Parcel 1]

See following pages.

LEGAL DESCRIPTION
PROPOSED ROAD RIGHT OF WAY
Part of Assessor Parcel no. 102-56-001D

(Reference 2006 Results of Survey recorded in
Maricopa County Recorders Office (MCR) Book 826, Page 5)

The following described parcel being a portion of the parcel described in the Final Order In Condemnation recorded in MCR instrument no. 1984-040114, both located in the northeast quarter (NE1/4) of Section 06, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

Commencing at the northeast corner of said Section 06, being marked by a City of Phoenix brass cap in handhole per the Record of Survey recorded in MCR Book 699, page 26, from which for a bearing reference, per said MCR Book 699, Page 26, the north quarter corner of said Section 06, position being marked by a City of Avondale brass cap in handhole, being a non-stamped replacement survey monument for the Maricopa County Highway Department brass cap in hand hole per said MCR Book 699, Page 26, bears South 88° 48' 15" West, 2638.13 feet; and from which for a second bearing reference, per MCR Book 686, Page 43, the east quarter corner of said Section 06, being marked by a City of Avondale brass cap in handhole, being a stamped replacement survey monument per MCR instrument 2018-0509467 for the previous Maricopa County Highway Department brass cap in hand hole per said MCR Book 686, Page 43, bears South 00° 04' 04" East, 2640.80 feet (said distances determined with a combined grid to ground scale factor 1.000126616);

Thence along the east line of said Section 06, South 00° 04' 04" East, 509.99 feet;

Thence leaving said east line, South 89° 55' 56" West, 33.00 feet to the west line of the east 33.00 feet of said Section 06, also being the northeast corner of the parcel described in said parcel per MCR instrument no. 1984-040114;

Thence leaving said west line and the said northeast corner, along the north line of said parcel per MCR instrument no. 1984-040114, South 89° 55' 56" West, 14.00 feet to the west line of the east 47.00 feet of said Section 06, also being the existing west highway right of way line of the Arizona Department of Transportation (ADOT) Interstate 10 (I-10) per MCR instruments 1983-076160, 1983-076161, 1983-076162, and 1983-076163, and the POINT OF BEGINNING;

Thence leaving last said west line, continuing along said north line of parcel per MCR instrument no. 1984-040114, South 89° 55' 56" West, 18.00 feet to the west line of the east 65.00 feet of said Section 06,

Thence leaving said north parcel line, along last said west line, South 00° 04' 04" East, approximately 30.00 feet to the westerly extension of the east-west segment of the north highway right of way line of Arizona Department of Transportation (ADOT), Interstate-10 (I-10) defined by ADOT Right of Way Plans (010 MA 125 H6878 01R) and ADOT Results of Surveys (010 MA 125 H6879 01R);

Thence leaving last said west line, along said westerly extension and along said east-west segment of the north ADOT right of way line, North 89° 55' 56" East, 18.00 feet back to the said west line of the east 47.00 feet of Section 06, also being back to said west highway right of way line of the Arizona Department of Transportation (ADOT) Interstate 10 (I-10) per MCR instruments 1983-076160, 1983-076161, 1983-076162, and 1983-076163;

Thence along last said west lines, North 00° 04' 04" West, 30.00 feet back to the POINT OF BEGINNING;

Described parcel contains 540 square feet or 0.01240 acres, more or less.

Exhibit Map, attached and made a part hereon.



NORTH QUARTER CORNER
SECTION 6, T1N, R1E G&SRM

S88°48'15"W 2638.13'

McDOWELL ROAD

P.O.C.
N.E. CORNER
SECTION 6, T1N, R1E
G&SRM

APN 102-56-001J

APN 102-56-012

LINE TABLE

L1=	S89°55'56"W	33.00'
L2=	S89°55'56"W	14.00'
L3=	S89°55'56"W	18.00'
L4=	S00°04'04"E	30.00'
L5=	N89°55'56"E	18.00'
L6=	N00°04'04"W	30.00'



SCALE 1"=100'

P.O.B.

PROPOSED
NEW R/W
(18' X 30')

APN 102-56-001D

47'X350' ADOT R/W
MCR 1983-076162

509.99'

2640.80'

S00°04'04"E

107TH AVENUE

APN 102-54-004A

N.E. CORNER
PARCEL
MCR
1984-
040114

EAST QUARTER CORNER
SECTION 6, T1N, R1E
G&SRM

LEGEND

MCR = MARICOPA COUNTY RECORDERS
APN = ASSESSOR PARCEL NUMBER
R/W = RIGHT OF WAY
G&SRM = GILA AND SALT RIVER MERIDIAN
N.E. = NORTHEAST
T1N = TOWNSHIP 1 NORTH
R1E = RANGE 1 EAST
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING

EXHIBIT MAP

NEW ROAD RIGHT OF WAY
A PORTION OF APN 102-56-001D
VESTING MCR 1984-040114
REFERENCE MCR BOOK 826, PAGE 05



CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

Consultant Registered Surveying, Inc.

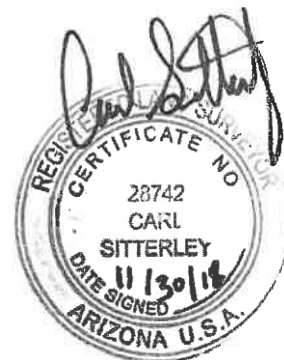
Parcel name: APN10256001D RW

North: 896319.5401	East : 586206.9628
Line Course: S 89-55-56 W	Length: 18.00
North: 896319.5188	East : 586188.9628
Line Course: S 00-04-04 E	Length: 30.00
North: 896289.5188	East : 586188.9983
Line Course: N 89-55-56 E	Length: 18.00
North: 896289.5401	East : 586206.9983
Line Course: N 00-04-04 W	Length: 30.00
North: 896319.5401	East : 586206.9628

Closure

Perimeter: 96.00 Area: 540 Sq Ft 0.01 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 96,000,000.00



Sheet 1 of 2

CRS

Parcel name: APN10256001D RW TIE

North: 896829.5806	East : 586253.3607
Line Course: S 00-04-04 E	Length: 509.99
North: 896319.5910	East : 586253.9639
Line Course: S 89-55-56 W	Length: 33.00
North: 896319.5519	East : 586220.9640
Line Course: S 89-55-56 W	Length: 14.00
North: 896319.5354	East : 586206.9640
Line Course: S 89-55-56 W	Length: 18.00
North: 896319.5141	East : 586188.9640
Line Course: S 00-04-04 E	Length: 30.00
North: 896289.5141	East : 586188.9995
Line Course: N 89-55-56 E	Length: 18.00
North: 896289.5354	East : 586206.9995
Line Course: N 04-54-25 E	Length: 542.03
North: 896829.5788	East : 586253.3635

Tie-closure

Perimeter: 1165.01 Area: 10,740 Sq Ft 0.25 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0033 Course: S 57-21-00 E
Error North: -0.00180 East : 0.00280
Precision 1: 353,036.36

Sheet 2 of 2

EXHIBIT B
TO
ORDINANCE NO. 1687-519

[Legal Description and Map of Parcel 2]

See following pages.

LEGAL DESCRIPTION
PROPOSED ROAD RIGHT OF WAY
Part of Assessor Parcel no. 102-56-001J

(Reference 2006 Results of Survey recorded in
Maricopa County Recorders Office (MCR) Book 826, Page 5)

The following described parcel being a portion of the parcel described in Special Warranty Deed recorded in MCR instrument no. 2010-0782800, both located in the northeast quarter (NE1/4) of Section 06, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

Commencing at the northeast corner of said Section 06, being marked by a City of Phoenix brass cap in handhole per the Record of Survey recorded in MCR Book 699, page 26, from which for a bearing reference, per said MCR Book 699, Page 26, the north quarter corner of said Section 06, position being marked by a City of Avondale brass cap in handhole, being a non-stamped replacement survey monument for the Maricopa County Highway Department brass cap in hand hole per said MCR Book 699, Page 26, bears South 88° 48' 15" West, 2638.13 feet; and from which for a second bearing reference, per MCR Book 686, Page 43, the east quarter corner of said Section 06, being marked by a City of Avondale brass cap in handhole, being a stamped replacement survey monument per MCR instrument 2018-0509467 for the previous Maricopa County Highway Department brass cap in hand hole per said MCR Book 686, Page 43, bears South 00° 04' 04" East, 2640.80 feet (said distances determined with a combined grid to ground scale factor 1.000126616);

Thence along the north line of said Section 06, South 88° 48' 15" West, 515.67 feet;

Thence leaving said north line, South 01° 11' 45" East, 33.00 feet to the south line of the north 33.00 feet of said Section 06, also being the northwest corner of the parcel described in said parcel per MCR instrument no. 2010-0782800;

Thence leaving said south line, along the west line of said parcel per MCR instrument no. 2010-0782800, South 00° 04' 04" East, 32.01 feet to the south line of the north 65.00 feet of said Section 06, also being the northeast corner of Lot 1 of the 2005 Map of Dedication recorded in MCR Book 768, page 38, and the POINT OF BEGINNING;

Thence along last said south line, North 88° 48' 15" East, 28.92 feet;

Thence leaving last said south line, South 86° 21' 46" East, 225.51 feet to the south line of the north 84.00 feet of said Section 06;

Thence along last said south line, North 88° 48' 15" East, 146.00 feet to an equal distance 40.00 feet chamfer line;

Thence southeasterly along said equal distance 40.00 feet chamfer line, South 45° 37' 54" East, 56.01 feet to the west line of the east 75.00 feet of said Section 06;

Thence leaving said southeasterly chamfer line, along said west line, South 00° 04' 04" East, 155.00 feet;

Thence leaving said west line, South 14° 07' 29" East, 41.17 feet to the west line of the east 65.00 feet of said Section 06;

Thence along last said west line, South 00° 04' 04" East, approximately 189.55 feet to the north line of the parcel described in the Final Order In Condemnation recorded in MCR instrument no. 1984-040114;

Thence leaving last said west line, along said north parcel line, North 89° 55' 56" East, 18.00 feet to the west line of the east 47.00 feet of said Section 06, also being the existing west highway right of way line of the Arizona Department of Transportation (ADOT) Interstate 10 (I-10) per MCR instruments 1983-076160, 1983-076161, 1983-076162, and 1983-076163;

Thence along last said west line of the east 47.00 feet of Section 06, also along said west highway right of way line, North 00° 04' 04" West, 319.04 feet to the south line of the north 189.97 feet of said Section 6, being the south line of a 22.00 feet wide by 157.00 feet long roadway easement per MCR instrument no. 1986-0420055;

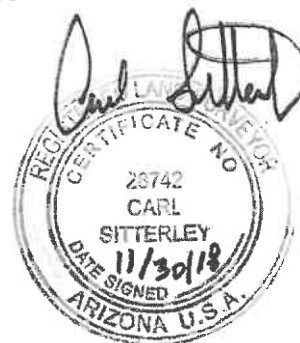
Thence leaving last said west line, along said south line, North 88° 48' 15" East, 14.00 feet to the said west line of the east 33.00 feet of Section 06;

Thence leaving said south line, along last said west line, North 00° 04' 04" West, 157.01 feet back to the said south line of the north 33.00 feet of Section 06;

Thence leaving last said west line, along last said south line of the north 33.00 feet of Section 06, South 88° 48' 15" West, 482.01 feet back to the POINT OF BEGINNING;

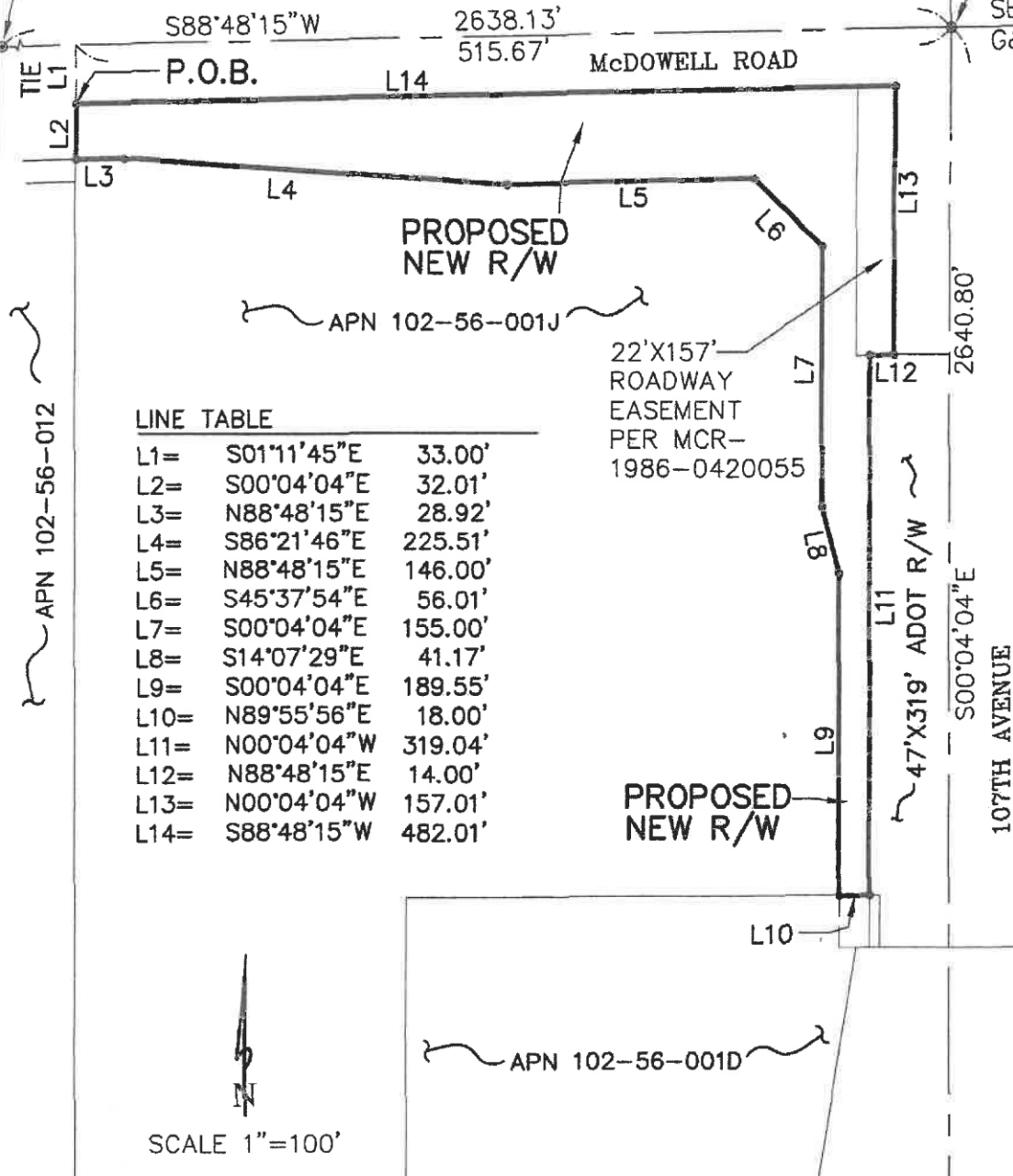
Described parcel contains 33,977 square feet or 0.78000 acres, more or less, of which 3,454 square feet or 0.07929 acres, more or less is existing 22 feet wide by 157 feet long road way easement per MCR instrument no. 1986-0420055.

Exhibit Map, attached and made a part hereon.



NORTH QUARTER CORNER
SECTION 6, T1N, R1E G&SRM

P.O.C.
N.E. CORNER
SECTION 6, T1N, R1E
G&SRM



LEGEND

MCR = MARICOPA COUNTY RECORDERS
APN = ASSESSOR PARCEL NUMBER
R/W = RIGHT OF WAY
G&SRM = GILA AND SALT RIVER MERIDIAN
N.E. = NORTHEAST
T1N = TOWNSHIP 1 NORTH
R1E = RANGE 1 EAST
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING

EXHIBIT MAP

NEW ROAD RIGHT OF WAY
A PORTION OF APN 102-56-001J
VESTING MCR 2010-0782800
REFERENCE MCR BOOK 826, PAGE 05



EAST QUARTER CORNER
SECTION 6, T1N, R1E
G&SRM

CRS

CONSULTANT REGISTERED
SURVEYING
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382

Consultant Registered Surveying, Inc.

Parcel name: APN10256001J RW

North: 896785.8260	East : 585738.4955
Line Course: S 00-04-04 E	Length: 32.01
North: 896753.8160	East : 585738.5333
Line Course: N 88-48-15 E	Length: 28.92
North: 896754.4196	East : 585767.4470
Line Course: S 86-21-46 E	Length: 225.51
North: 896740.1135	East : 585992.5028
Line Course: N 88-48-15 E	Length: 146.00
North: 896743.1604	East : 586138.4710
Line Course: S 45-37-54 E	Length: 56.01
North: 896703.9944	East : 586178.5103
Line Course: S 00-04-04 E	Length: 155.00
North: 896548.9945	East : 586178.6936
Line Course: S 14-07-29 E	Length: 41.17
North: 896509.0692	East : 586188.7405
Line Course: S 00-04-04 E	Length: 189.55
North: 896319.5194	East : 586188.9647
Line Course: N 89-55-56 E	Length: 18.00
North: 896319.5406	East : 586206.9647
Line Course: N 00-04-04 W	Length: 319.04
North: 896638.5804	East : 586206.5873
Line Course: N 88-48-15 E	Length: 14.00
North: 896638.8726	East : 586220.5842
Line Course: N 00-04-04 W	Length: 157.01
North: 896795.8825	East : 586220.3985
Line Course: S 88-48-15 W	Length: 482.01
North: 896785.8231	East : 585738.4935

Closure

Perimeter: 1864.24 Area: 33,977 Sq Ft 0.78 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0035 Course: S 34-21-11 W

Error North: -0.00290 East : -0.00198

Precision 1: 532,637.14



Sheet 1 of 3

CRS

Parcel name: APN10256001J RW TIE

North: 896829.5806	East : 586253.3607
Line Course: S 88-48-15 W	Length: 515.67
North: 896818.8187	East : 585737.8030
Line Course: S 01-11-45 E	Length: 33.00
North: 896785.8259	East : 585738.4917
Line Course: S 00-04-04 E	Length: 32.01
North: 896753.8159	East : 585738.5295
Line Course: N 88-48-15 E	Length: 28.92
North: 896754.4195	East : 585767.4432
Line Course: S 86-21-46 E	Length: 225.51
North: 896740.1134	East : 585992.4990
Line Course: N 88-48-15 E	Length: 146.00
North: 896743.1604	East : 586138.4672
Line Course: S 45-37-54 E	Length: 56.01
North: 896703.9943	East : 586178.5065
Line Course: S 00-04-04 E	Length: 155.00
North: 896548.9944	East : 586178.6898
Line Course: S 14-07-29 E	Length: 41.17
North: 896509.0691	East : 586188.7367
Line Course: S 00-04-04 E	Length: 189.55
North: 896319.5193	East : 586188.9609
Line Course: N 89-55-56 E	Length: 18.00
North: 896319.5406	East : 586206.9609
Line Course: N 00-04-04 W	Length: 319.04
North: 896638.5803	East : 586206.5835
Line Course: N 88-48-15 E	Length: 14.00
North: 896638.8725	East : 586220.5804
Line Course: N 00-04-04 W	Length: 157.01
North: 896795.8824	East : 586220.3947
Line Course: N 44-22-06 E	Length: 47.14
North: 896829.5809	East : 586253.3582

Tie-closure

Perimeter: 1978.03 Area: 50,439 Sq Ft 1.16 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0025 Course: N 83-31-48 W
Error North: 0.00028 East : -0.00244
Precision 1: 791,212.00

Sheet 2 of 3

Consultant Registered Surveying, Inc.

Parcel name: APN10256001J RW ESMT

North: 896795.4262	East : 586198.4009
Line Course: S 00-04-04 E Length: 157.01	
North: 896638.4163	East : 586198.5867
Line Course: N 88-48-15 E Length: 22.00	
North: 896638.8754	East : 586220.5819
Line Course: N 00-04-04 W Length: 157.01	
North: 896795.8853	East : 586220.3962
Line Course: S 88-48-15 W Length: 22.00	
North: 896795.4262	East : 586198.4009

Underlying Fee
Closure

Perimeter: 358.04 Area: 3,454 Sq Ft 0.08 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 358,020,000.00

Sheet 3 of 3

EXHIBIT C
TO
ORDINANCE NO. 1687-519

[Legal Description and Map of Parcel 3]

See following pages.

LEGAL DESCRIPTION
PROPOSED ROAD RIGHT OF WAY
Part of Assessor Parcel no. 102-54-004A

(Reference Ordinance recorded in Maricopa County Recorders Office (MCR)
Instrument no. 2004-1017218 and -1017219)

The following described parcel being a portion of Parcel 2 described in Special Warranty Deed recorded in MCR instrument no. 2015-0374908, both located in the northwest quarter (NW1/4) of Section 05, Township 1 North, Range 1 East of the Gila and Salt River Meridian, City of Avondale, Maricopa County, Arizona:

Commencing at the northwest corner of said Section 05, being marked by a City of Phoenix brass cap in handhole per the Record of Survey recorded in MCR Book 699, page 26, from which for a bearing reference, per said MCR Book 699, Page 26, the north quarter corner of said Section 05, position being marked by a City of Phoenix brass cap in handhole per said MCR Book 699, Page 26, bears North 88° 58' 43" East, 2637.78 feet; and from which for a second bearing reference, per MCR Book 686, Page 43, the west quarter corner of said Section 05, being marked by a City of Avondale brass cap in handhole, being a stamped replacement survey monument per MCR instrument 2018-0509467 for the previous Maricopa County Highway Department brass cap in hand hole per said MCR Book 686, Page 43, bears South 00° 04' 04" East, 2640.80 feet (said distances determined with a combined grid to ground scale factor 1.000126616);

Thence along the north line of said Section 05, North 88° 58' 43" East, 510.64 feet;

Thence leaving said north line, South 01° 01' 17" East, 65.00 feet to the south line of the north 65.00 feet of said Section 05, also being the north line of the said Parcel 2 described in MCR instrument no. 2015-0374908 and the McDowell Road south road right of way line per MCR 2004-1017218, and the POINT OF BEGINNING;

Thence leaving said south McDowell Road right of way line, and leaving said north Parcel 2 line, South 87° 49' 58" West, 191.78 feet to the south line of the north 68.83 feet of said Section 05;

Thence leaving last said south line, South 68° 20' 14" West, 43.02 feet to the south line of the north 84.00 feet of said Section 05;

Thence along last said south line, South 88° 58' 43" West, 155.03 feet to an equal distance 40.00 feet chamfer line;

Thence southwesterly along said equal distance 40.00 feet chamfer line, South 44° 27' 20" West, 57.04 feet to the east line of the west 85.00 feet of said Section 05;

Thence leaving said southeasterly chamfer line, along said east line, South 00° 04' 04" East, 146.03 feet;

Thence leaving said east line, South 05° 00' 14" West, 226.25 feet to the east line of the west 65.00 feet of said Section 05;

Thence along last said east line, South 00° 04' 04" East, approximately 101.04 feet to the north line described in the Final Order In Condemnation recorded in 1982 MCR instrument Docket 16135, Page 766, also being the north highway right of way line of Arizona Department of Transportation (ADOT), Interstate-10 (I-10) defined by ADOT Right of Way Plans (010 MA 125 H6878 01R) and ADOT Results of Surveys (010 MA 125 H6879 01R), and also being the west line of said Parcel 2 of MCR instrument no. 2015-0374908;

Thence leaving last said east line, along said west Parcel 2 line, also along said ADOT north highway right of way line, North 10° 22' 29" West, 55.89 feet to the east line of the west 55.00 feet of said Section 05;

Thence leaving said ADOT north highway right of way line, along last said east line of the west 55.00 feet of Section 05, continuing along said west Parcel 2 line, North 00° 04' 04" West, 450.94 feet to an equal distance 25.00 feet chamfer line;

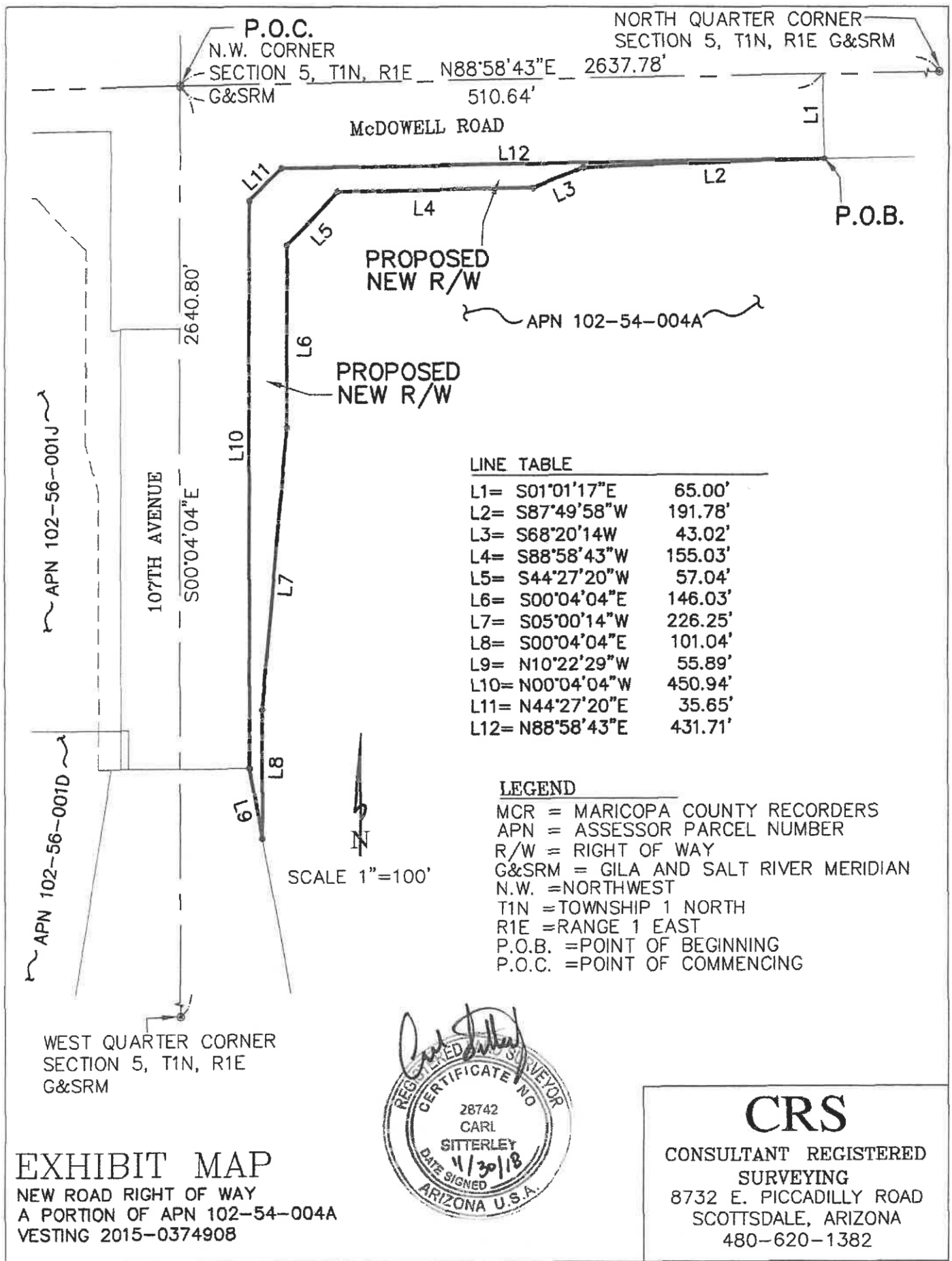
Thence northeasterly along said equal distance 25.00 feet chamfer line, continuing along said west Parcel 2 line, North 44° 27' 20" West, 35.65 feet back to the said south line of the north 65.00 feet of said Section 05, and the north line of said Parcel 2 of MCR instrument no. 2015-0374908;

Thence along last said south line of the north 65.00 feet of Section 05, also being said north line of Parcel 2 of MCR instrument no. 2015-0374908, North 88° 58' 43" East, 431.71 feet back to the POINT OF BEGINNING;

Described parcel contains 16,403 square feet or 0.37656 acres, more or less.

Exhibit Map, attached and made a part hereon.





Consultant Registered Surveying, Inc.

Parcel name: APN10254004A RW

North: 896773.6933	East : 586765.0738
Line Course: S 87-49-58 W	Length: 191.78
North: 896766.4410	East : 586573.4310
Line Course: S 68-20-14 W	Length: 43.02
North: 896750.5604	East : 586533.4494
Line Course: S 88-58-43 W	Length: 155.03
North: 896747.7969	East : 586378.4440
Line Course: S 44-27-20 W	Length: 57.04
North: 896707.0821	East : 586338.4957
Line Course: S 00-04-04 E	Length: 146.03
North: 896561.0522	East : 586338.6685
Line Course: S 05-00-14 W	Length: 226.25
North: 896335.6645	East : 586318.9342
Line Course: S 00-04-04 E	Length: 101.04
North: 896234.6246	East : 586319.0537
Line Course: N 10-22-29 W	Length: 55.89
North: 896289.6008	East : 586308.9887
Line Course: N 00-04-04 W	Length: 450.94
North: 896740.5405	East : 586308.4553
Line Course: N 44-27-20 E	Length: 35.65
North: 896765.9873	East : 586333.4230
Line Course: N 88-58-43 E	Length: 431.71
North: 896773.6828	East : 586765.0644
Line Course: S 88-25-50 W	Length: 0.00
North: 896773.6828	East : 586765.0644

Closure

Perimeter: 1894.36 Area: 16,403 Sq Ft 0.38 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0142 Course: S 41-42-44 W
Error North: -0.01056 East : -0.00942
Precision 1: 133,407.04



Sheet 1 of 2

CRS

Parcel name: APN10254004A RW TIE

North: 896829.5806	East : 586253.3607
Line Course: N 88-58-43 E	Length: 510.64
North: 896838.6831	East : 586763.9195
Line Course: S 01-01-17 E	Length: 65.00
North: 896773.6934	East : 586765.0782
Line Course: S 87-49-58 W	Length: 191.78
North: 896766.4410	East : 586573.4354
Line Course: S 68-20-14 W	Length: 43.02
North: 896750.5605	East : 586533.4538
Line Course: S 88-58-43 W	Length: 155.03
North: 896747.7970	East : 586378.4484
Line Course: S 44-27-20 W	Length: 57.04
North: 896707.0822	East : 586338.5001
Line Course: S 00-04-04 E	Length: 146.03
North: 896561.0523	East : 586338.6728
Line Course: S 05-00-14 W	Length: 226.25
North: 896335.6646	East : 586318.9386
Line Course: S 00-04-04 E	Length: 101.04
North: 896234.6246	East : 586319.0581
Line Course: N 10-22-29 W	Length: 55.89
North: 896289.6009	East : 586308.9931
Line Course: N 00-04-04 W	Length: 450.94
North: 896740.5406	East : 586308.4597
Line Course: N 44-27-20 E	Length: 35.65
North: 896765.9873	East : 586333.4274
Line Course: N 51-32-52 W	Length: 102.25
North: 896829.5727	East : 586253.3526

Tie-closure

Perimeter: 2140.53 Area: 47,030 Sq Ft 1.08 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0113 Course: S 45-29-49 W
Error North: -0.00789 East : -0.00802
Precision 1: 189,430.09

Sheet 2 of 2



CITY COUNCIL REPORT

SUBJECT: Ordinance 1694-519 - Acquisition of Real Property from Maricopa County at the Avondale Civic Center Campus

MEETING DATE: 5/20/2019

TO: Mayor and Council

FROM: Dan Davis, Economic Development Director, (623) 333-1411

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

PURPOSE:

City Council will consider a request to adopt Ordinance 1694-519 authorizing the acquisition of real property for public use from Maricopa County located at the Avondale Civic Center campus adjacent to the Civic Center library and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

The City of Avondale has a First Right to acquire parcel # 101-01-016 which is a 4.4 ac parcel from Maricopa County for \$1,150,000. This site is located in Civic Center and is adjacent to the Civic Center Library. The City has completed a Phase 1 Environmental Site Assessment in March 2019 to prepare for this purchase.

DISCUSSION:

Maricopa County had originally intended on this site being utilized as the Southwest Regional Complex, which has since been built at a different location located on Van Buren and 103rd Avenue. The County is no longer in need of this property. Maricopa County contacted the City as Avondale has a first option to purchase the County parcel 101-01-016, a 4.4 acre parcel, and inquired if the City was interested in purchasing it. As the City of Avondale continues to experience growth internally and externally, the purchase of this land made sense to provide options for that growth within the Civic Center Campus. Purchasing this land adjacent to the Civic Center Library allows for the City to have flexibility in the future.

BUDGET IMPACT:

Funding for this land purchase is included in the Tentatively adopted FY2020 budget for \$1,150,000.

RECOMMENDATION:

Staff recommends approval for purchasing parcel 101-01-016 for \$1,150,000.

ORDINANCE NO. 1694-519

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

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

WHEREAS, the City Council desires to authorize the acquisition of certain real property generally located on the Avondale Civic Center Campus on West Civic Center Drive for public use.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication of real property totaling ± 4.4 acres, generally located West Civic Center Drive, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 20, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1694-519

[Legal Description and Map]

See following pages.

LEGAL DESCRIPTION

A portion of the Northwest quarter (NW1/4) of Section 7, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Lot 8, AVONDALE CIVIC CENTER, according to Book 642 of Maps, Page 7 and Certificate of Correction recorded in Recording No. 2004-0119395, records of Maricopa County, Arizona.

Avondale Civic Center



**PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS
C-78-____-____-__-00**

This Agreement is entered into by and between **MARICOPA COUNTY**, a political subdivision of the State of Arizona (hereinafter **Seller**), and the **CITY OF AVONDALE**, an Arizona municipal corporation (hereinafter **Buyer**).

Agreement means, when fully executed by Seller and Buyer, this Purchase Agreement and Escrow Instructions (hereinafter **Agreement**),

WITNESSED

THAT Seller agrees to sell to Buyer and the Buyer agrees to purchase from Seller, the property described and depicted on Exhibit A (hereinafter **Property**).

Seller will convey the Property to Buyer via a duly executed Special Warranty Deed, the form of which is attached hereto and made a part hereof as Exhibit B.

1. PURCHASE PRICE. The purchase price for the Property is one million, one hundred and fifty thousand (\$1,150,000.00) dollars and shall be paid by the Buyer to the Seller on or before the close of escrow.

1.01. Escrow Agent.

a) The escrow agent (hereinafter **Escrow Agent**) referred to in this Agreement is listed below:

Company:	Security Title Agency	Address:	4722 North 24 th St., Ste 200
Agent:	Victoria Smith		Phoenix, Arizona 85016
Phone:	(602) 230-6246	Fax:	(602) 926-0452
Email:	vsmith@securitytitle.com		

b) This Agreement will also constitute escrow instructions to Escrow Agent.

1.02. Escrow Opening Date. The **Escrow Opening Date** shall be the date of delivery to Escrow Agent of [a] fully executed and conformed original(s) or counterpart original(s) of this Agreement.

1.03. Close of Escrow. Close of Escrow shall occur no later than one hundred twenty (120) business days after the Escrow Opening Date, which date shall be referred to as the **Close of Escrow** or **Closing** or **Closing Date**. At the Close of Escrow, both the title to and possession of the Property shall be transferred from the Seller to the Buyer. Any monetary encumbrances existing against the Property at the Close of Escrow shall be satisfied from the Seller's proceeds at Close of Escrow.

1.04. Title Insurance; Closing Costs and Prorations.

- a) Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the purchase price and naming Buyer as the insured. Seller agrees that the cost of the standard coverage owner's title policy, including but not limited to any real property taxes and assessments due (if any) on the Property, shall be deducted from Seller's proceeds at Close of Escrow. Buyer and Seller each agree to pay one-half (1/2) of the Closing costs and escrow charges except as previously stated herein. The Buyer shall be responsible for all taxes and assessments levied against the Property after the Closing Date. Each party agrees to pay its own attorney fees.
- b) All of the above-referenced costs that are the responsibility of the Buyer shall be paid into escrow on or before the Close of Escrow in addition to the purchase price. All costs that are the responsibility of the Seller as referenced above shall be paid from the Seller's proceeds at Close of Escrow.

1.05. Brokerage Commission. The Buyer and Seller hereby agree that they have represented themselves in this transaction and no real estate broker, agent, or agency was contacted to market and/or sell the Property, nor was any real estate broker, agent, or agency responsible for negotiating the terms of this Agreement. If any real estate broker, agent, or agency should make a claim for commission(s), the party whose action led to such claim shall be solely responsible for the resolution of such issue, including the obligation to indemnify, hold harmless, and defend all other parties hereto. This indemnity shall survive termination of this Agreement and the Close of Escrow.

1.06. Closing Documents. On or before the Close of Escrow, Seller shall deliver to Escrow Agent:

- a) A Special Warranty Deed, duly executed and acknowledged on behalf of the Board of Supervisors of the Seller, conveying the Property to the Buyer, the form of which is attached hereto and made a part hereof as Exhibit B.
- b) Such other documents as shall be reasonably required by Buyer and/or Escrow Agent as a condition to insuring title to the Property.

2. TITLE COMMITMENT.

2.01. Preliminary Title Report. The Seller has provided to Buyer, at Seller's expense, a current preliminary title report or commitment for title insurance to be issued concerning the Property (hereinafter **Title Report**). Further, in the event that any updates, supplements or amendments to the Title Report are subsequently prepared copies of such documents shall be delivered to Buyer.

2.02. Title Objections; No Obligation to Act. Except with respect to any title exception intentionally and voluntarily created by Seller after the issuance of the Title Report, nothing herein shall be deemed to impose on Seller any obligation to bring any action or proceeding, or to expend any unreasonable (in Seller's sole and absolute discretion) sum or effort in order to fulfill any condition, nor shall Buyer otherwise have any right or action against Seller in respect thereof.

At the Buyer's option, the Buyer may procure an extended coverage title insurance policy, if available, in which event the Buyer shall pay the amount of increased premium and the cost of any survey necessary to obtain extended coverage title insurance issued through the Escrow Agent in the form in use on the date of issue, insuring the Buyer in the amount of the Purchase Price of the Property.

3. SELLER'S REPRESENTATIONS.

- 3.01.** Seller owns the Property in fee simple, and has full power and authority to execute this Agreement and to consummate the transaction contemplated herein.
- 3.02.** Seller represents that there is no pending or threatened condemnation proceeding affecting any part of the Property, and Seller has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.
- 3.03.** Seller represents that there are no parties in adverse possession of the Property; there are no parties in possession of the Property except Seller; and no party has been granted any license, lease, or other right relating to the use of possession of the Property. Seller has not granted any rights of first refusal or options to purchase the Property to any other third party.
- 3.04.** Seller makes no representations whatsoever regarding conditions or features of the subject property.
- 3.05.** Seller further makes no representation as to zoning, access, availability of utilities, or development potential of the site.
- 3.06.** Seller is a political subdivision of the State of Arizona, and therefore is exempt from paying real property taxes. Upon completion of the recording of the conveyance deed to the Buyer, Buyer shall become responsible for any real property taxes and assessments (if any) as required by law.
- 3.07.** Upon full execution of this Agreement, Seller agrees that it will not at any time prior to Close of Escrow, grant to any party any interest in the Property or voluntarily encumber the Property.
- 3.08.** After this Agreement is fully executed, Seller agrees to continue to maintain the Property through Close of Escrow in the same condition the Property exists at the execution of this Agreement, general wear and tear excepted.

All representations and warranties contained in this Agreement are true on and as of the Escrow Opening Date, and will be true on and as of the Close of Escrow.

4. ACCESS TO PROPERTY.

- 4.01. Buyer's Investigations; Right of Entry.**

Upon full execution of this Agreement, and ending at 5 p.m. on the thirtieth (30th) day following the Escrow Opening Date (hereinafter **Inspection Period**), Buyer, and its agents or assigns, shall have the right to enter the Property, via a separate right of entry, at their sole cost and expense, for the purposes of completing such investigations, surveys and physical inspections of the Property, including but not limited to a Phase I environmental site assessment, and if necessary, a Phase II environmental site assessment (hereinafter **Buyer Investigations**), as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Property. If the Buyer Investigations are not acceptable to Buyer, in Buyer's sole discretion, Buyer may deliver written notice terminating this Agreement to Seller and Escrow Agent on or before the end of the Inspection Period. If Buyer timely delivers a written termination notice, this Agreement and the related escrow will be deemed immediately cancelled. Seller has no obligation to cure or remove any matter found as a result of the Buyer Investigations. Buyer's obligation to purchase the Property is conditioned on Buyer obtaining approval from the Buyer's City Council to proceed with the contemplated purchase of the Property.

- 4.02. Appraisal.** Seller will delivered to Buyer a copy of the existing appraisal relating to the Property. The appraisal: (1) has been provided by others to Seller; (2) has not been prepared by or verified by Seller; (3) is provided simply as an accommodation to Buyer; and (4) Seller makes no representations or warranties as to its accuracy or completeness.
- 4.03. Insurance.** The parties acknowledge and agree that both Buyer and Seller are self-insured. If Buyer chooses to enter the Property for the purposes of conducting the Buyer Investigations contemplated above, Buyer and/or Buyer's contractors shall obtain and keep in force during the term of the entry, a commercial general liability insurance policy with a combined single limit of not less than \$2,000,000 covering single limit coverage per occurrence for bodily injury, personal injury and property damage and workers' compensation with limits not less than \$2,000,000 for each accident, \$2,000,000 disease for each employee, and \$2,000,000 disease policy limit. All policies of insurance required to be provided hereunder by Buyer shall be issued by insurer(s) licensed and qualified to do business in the State of Arizona, with a current A.M. Best Company rating of at least B++VII. Prior to entry, Buyer shall deliver to Seller certificates of insurance, evidencing the existence and amounts of the policies of insurance required pursuant to this section, as well as the deductibles.
- 4.04. Reports.** Seller shall be named as a party authorized to view and rely on the results of any reports(s) produced by or on behalf of Buyer as a result of Buyer Investigations contemplated above and shall be provided with a copy of any such reports at Buyer's expense.
- 4.05. Damages.** Buyer shall be solely responsible for any damage Buyer causes to the Property prior to the Close of Escrow.
- 4.06. Claims arising out of entry.** To the extent not prohibited by law, Buyer, and its agents or assigns, agree to indemnify, defend, and hold harmless the Seller, as indemnitee, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as **Claims**) arising out of Buyer's or its officers, officials, agents, employees, or contractors entry on to the Property for the

purposes of conducting the investigations, surveys, and inspections contemplated above but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Buyer and its officers, officials, agents, employees, or contractors.

5. BUYER'S REPRESENTATIONS.

- 5.01.** Buyer represents that it has full power and authority to enter into this Agreement and to consummate all of the transactions hereby contemplated and agrees that simultaneous with execution of this Agreement, Buyer shall provide proof that the person who executed this Agreement on behalf of Buyer has the legal authority to bind Buyer.
- 5.02.** Buyer represents that neither the execution of this Agreement nor the performance by Buyer of its obligations under this Agreement will result in any breach or violation of the terms of any law, rule, ordinance or regulation. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Buyer in order to carry out the transactions contemplated by this Agreement.

6. RISK OF LOSS. Except as otherwise provided in this Agreement, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow. Seller shall indemnify and hold Buyer harmless for all such loss, damage, liability, fees or costs of any kind whatsoever, except those caused by the Buyer. This indemnity shall survive termination of this Agreement. If any loss, damage, or taking occurs prior to Close of Escrow of the Property (other than loss or damage caused by the Buyer) that renders the Property unusable or ill-suited (as determined by Buyer in its sole, but reasonable, discretion) for Buyer's intended use, Buyer, at Buyer's sole option and by written notice to Seller and Escrow Agent, will be entitled to cancel this Agreement and the related escrow. Upon Buyer's cancellation of this Agreement under the preceding sentence, the cancellation will be immediate and neither Seller nor Buyer will have any further obligation or responsibility to the other to perform under this Agreement, except as otherwise provided in this Agreement.

7. ENVIRONMENTAL LIABILITY. To the best of Seller's knowledge no hazardous substances or wastes or petroleum products have been located on the Property, and Seller has received no notice of any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal or clean-up of hazardous substances. To the best of Seller's knowledge, there are no underground storage tanks on the Property.

8. ASSIGNABILITY. Neither the Seller nor the Buyer may assign any of its rights or obligations under this Agreement without the other party's advance written consent. This Agreement shall be binding upon Seller and Buyer and their respective successors and assigns.

9. BREACH OF AGREEMENT, DAMAGES.

- 9.01.** In the event of (i) the breach or non-performance of this Agreement by Seller, or (ii) a default in the performance of any of its obligations hereunder by Seller, and if Seller fails to cure the breach or default within thirty (30) business days after receipt of written notice from Buyer specifying the breach or default, then the Seller shall be liable for all

customary escrow cancellation charges. Such payment will be the Buyer's sole and exclusive remedy in the event of default by Seller. Buyer hereby waives and releases any right to (and hereby covenants that Buyer shall not) sue the Seller for (a) specific performance, or (b) damages.

- 9.02.** In the event of (i) the breach or non-performance of this Agreement by Buyer, or (ii) Buyer fails to close this transaction, other than due to the default of the Seller, and if Buyer fails to cure the breach or failure within thirty (30) business days after receipt of written notice from Seller specifying the default, the Buyer shall be liable for all customary escrow cancellation charges. Such payment will be the Seller's sole and exclusive remedy in the event of default by Buyer. Seller hereby waives and releases any right to (and hereby covenants that Seller shall not) sue the Buyer for (a) specific performance, or (b) damages.

10. "AS-IS, WHERE IS". At Close of Escrow, the Property will be conveyed to the Buyer by Seller in a strict "as is, where is" condition. Seller has made no representations or warranties regarding the condition of the Property other than as set forth in this document and Buyer does not and may not rely upon any representation or warranty that is not set forth in writing in this Agreement or in the Special Warranty Deed.

11. NOTICES. No notices, waiver or other communication under this Agreement shall be effective unless in writing and personally served, or sent by certified mail, return receipt requested, with postage prepaid or by commercial express delivery service providing receipted delivery. All such notices shall be addressed to the parties at the addresses noted below. If personally served or sent via commercial delivery service, any such notice shall be deemed given at the time of such service or, if by mail, two (2) days following the depositing of the same in a post office box regularly maintained by the United States Postal Service.

SELLER:

Maricopa County
Attn: Director, Real Estate Department
2801 W. Durango Street
Phoenix, AZ 85009

BUYER:

City of Avondale
City Manager
11465 Civic Center Drive
Avondale, AZ 85323

12. GENERAL PROVISIONS.

- 12.01. Date of Agreement.** The date of this Agreement for all purposes where such date is referenced herein shall be the date last signed on the signature pages that follow.
- 12.02. Section Headings.** The section headings in this Agreement are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing any provision of this Agreement.
- 12.03. Authority to Execute.** The Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Agreement on behalf of the Seller and Buyer.

- 12.04. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are upon the same instrument.
- 12.05. Attorney Fees.** If there is any litigation or arbitration between Seller and Buyer to enforce or interpret any provisions or rights of this Agreement, the unsuccessful party in the litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court or arbitrator, all costs, reasonable legal fees, and expenses (through trial and appeal), including, but not limited to, reasonable attorney fees incurred by the successful party in a reasonable amount.
- 12.06. Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 12.07. Conflict of Interest.** This Agreement is subject to A.R.S. 38-511 and may be canceled pursuant thereto.
- 12.08. Waiver.** Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.
- 12.09. Ambiguity.** This Agreement was drafted by the Seller with the assistance of their attorneys. Neither the Seller nor its attorneys have rendered legal or other advice to the Buyer regarding sale of the Property or the specific terms of this Agreement. Buyer is aware of its right to obtain independent professional and/or legal assistance with this Agreement and, upon signing of the Agreement, represents that they have taken all steps they deem necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Agreement shall not be construed against either party.
- 12.10. Governing Law.** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed, interpreted and regulated by, the laws of the State of Arizona, and arbitration proceedings, if applicable, or suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in the Superior Court of the State of Arizona, Maricopa County or in the United States District Court for the District of Arizona, and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said Court.
- 12.11. Statutory Authority.** The Property is being sold to Buyer in compliance with A.R.S. 11-251(9) with unanimous consent of Seller's Board of Supervisors.
- 12.12. Time is of the Essence.** Other than where this Agreement provides for a period of cure, time is of the essence in the performance of all obligations under this Agreement. If the time for performance of any obligation or for taking any action under the Agreement expires on a Saturday, Sunday, or legal holiday, the time for performance or for taking

action will be extended to the next succeeding day which is not a Saturday, Sunday, or legal holiday and during which Escrow Agent is open for business.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Accepted and executed this _____ day of _____, 20__.

BUYER: CITY OF AVONDALE, an Arizona municipal corporation By: _____ Charles A. Montoya, Avondale City Manager Date: _____	SELLER: MARICOPA COUNTY, a political subdivision of the State of Arizona By: _____ Bill Gates Chairman of the Board of Supervisors Date: _____
_____ City Clerk	ATTEST: _____ Clerk of the Board _____ Date
APPROVED AS TO FORM: _____ Attorney _____ Date	APPROVED AS TO FORM: _____ Deputy County Attorney _____ Date

ACCEPTANCE BY ESCROW AGENT

The Purchase Agreement & Escrow Instructions are accepted on this _____ day of _____, 20__.

ESCROW AGENT: SECURITY TITLE AGENCY

By: _____
Victoria Smith, Escrow Agent

EXHIBIT A

Attached to Purchase Agreement & Escrow Instructions



A portion of the Northwest quarter (NW1/4) of Section 7, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Lot 8, AVONDALE CIVIC CENTER, according to Book 642 of Maps, Page 7 and Certificate of Correction recorded in Recording No. 2004-0119395, records of Maricopa County, Arizona.

EXHIBIT B

Attached to Purchase Agreement & Escrow Instructions

FORM OF SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:

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

EXEMPT PURSUANT TO A.R.S. §11-1134(A)(3)
C-XX-XX-XXX-X-00

SPECIAL WARRANTY DEED

This Special Warranty Deed is made on the ____ day of _____, 20____
by **MARICOPA COUNTY** a political subdivision of the State of Arizona (**GRANTOR**), to the **CITY OF AVONDALE**, an Arizona municipal corporation (**GRANTEE**).

Witness that **GRANTOR**, for good and valuable consideration, receipt of which is acknowledged, hereby grants and conveys to **GRANTEE** the following real property situated in Maricopa County, Arizona:

**SEE ATTACHED EXHIBIT "A" HERETO
AND BY REFERENCE MADE A PART HEREOF**

SUBJECT TO current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way, and other matters of record or matters that could be disclosed by a visual inspection or accurate survey of the real property.

GRANTOR warrants the title against all acts of the Grantor herein and no other. The Property is being conveyed to **GRANTEE** in an "AS IS, WHERE IS" condition in compliance with A.R.S. 11-251(9) with unanimous consent of **GRANTOR'S** Board of Supervisors. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

IN WITNESS WHEREOF, GRANTOR has set its hand and seal the day and year first above written.

GRANTOR

MARICOPA COUNTY, a political subdivision of the State of Arizona

By _____
Bill Gates
Chairman of the Board of Supervisors

APPROVED AS TO FORM:

By _____ Date _____
Deputy County Attorney

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by Bill Gates, the Chairman of the Board of Supervisors, on behalf of Maricopa County, Arizona.

(SEAL and Expiration Date)

Notary Public

GRANTEE ACCEPTANCE:
CITY OF AVONDALE, an Arizona municipal corporation

By _____
Charles A. Montoya,
Avondale City Manager

APPROVED AS TO FORM:

By _____
City Attorney Date

STATE OF ARIZONA)
)
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.

(SEAL and Expiration Date)

Notary Public

EXHIBIT "A"
Attached to Special Warranty Deed

LEGAL DESCRIPTION

A portion of the Northwest quarter (NW1/4) of Section 7, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Lot 8, AVONDALE CIVIC CENTER, according to Book 642 of Maps, Page 7 and Certificate of Correction recorded in Recording No. 2004-0119395, records of Maricopa County, Arizona.

WHEN RECORDED RETURN TO:

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

EXEMPT PURSUANT TO A.R.S. §11-1134(A)(3)
C-XX-XX-XXX-X-00

SPECIAL WARRANTY DEED

This Special Warranty Deed is made on the _____ day of _____, 20____
by **MARICOPA COUNTY** a political subdivision of the State of Arizona (**GRANTOR**), to the **CITY OF AVONDALE**, an Arizona municipal corporation (**GRANTEE**).

Witness that **GRANTOR**, for good and valuable consideration, receipt of which is acknowledged, hereby grants and conveys to **GRANTEE** the following real property situated in Maricopa County, Arizona:

**SEE ATTACHED EXHIBIT "A" HERETO
AND BY REFERENCE MADE A PART HEREOF**

SUBJECT TO current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way, and other matters of record or matters that could be disclosed by a visual inspection or accurate survey of the real property.

GRANTOR warrants the title against all acts of the Grantor herein and no other. The Property is being conveyed to **GRANTEE** in an "AS IS, WHERE IS" condition in compliance with A.R.S. 11-251(9) with unanimous consent of **GRANTOR'S** Board of Supervisors. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

GRANTEE ACCEPTANCE:
CITY OF AVONDALE, an Arizona municipal corporation

By _____
Charles A. Montoya,
Avondale City Manager

APPROVED AS TO FORM:

By _____
City Attorney Date

STATE OF ARIZONA)
)
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.

(SEAL and Expiration Date)

Notary Public

EXHIBIT "A"
Attached to Special Warranty Deed

LEGAL DESCRIPTION

A portion of the Northwest quarter (NW1/4) of Section 7, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Lot 8, AVONDALE CIVIC CENTER, according to Book 642 of Maps, Page 7 and Certificate of Correction recorded in Recording No. 2004-0119395, records of Maricopa County, Arizona.



CITY COUNCIL REPORT

SUBJECT: Replat of Lot 11, Avondale Automall Phase 2 (Application PL-19-0039)

MEETING DATE: 5/20/2019

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 Ms. Waldy Coronado, Westwood Professional Services, for approval of a Replat of Lot 11, Avondale Automall Phase 2. The proposed Replat will divide the 16.9-acre Lot 11 into three parcels and dedicate access and utility easements on the property located east of the southeast corner of 107th Avenue and Dealer Drive. The Council will take appropriate action.

BACKGROUND:

The 16.9-acre subject property (Exhibits A and B) is located east of the southeast corner of 107th Avenue and Dealer Drive, within the Avondale Automall. The property is zoned Avondale Automall Planned Area Development (PAD), approved by the City Council in December 1999 and amended in April 2003. The PAD allows for new vehicle dealerships and related uses to be developed on the property. The property is designated as Business Park by the General Plan 2030 Land Use Map (Exhibit C).

The Avondale Automall Phase 2 Final Plat was approved by the City Council in July 2003 and adjusted by the City Engineer in March 2004. The subject site is Lot 11 of the adjusted Avondale Automall Phase 2 Final Plat.

The lot was developed in the mid-2000's with three separate automobile dealership buildings that have heretofore been owned by a single entity. Currently, only one of the dealership buildings, Avondale Mitsubishi in the center of the site, is operating. The vacant eastern dealership building was most recently a Fiat/Alfa Romeo automobile dealership in 2018. The vacant western dealership building was most recently used for a recreational vehicle dealership in 2012.

Surrounding uses include:

- **East:** Earnhardt Hyundai, an automobile dealership located within the Avondale Automall, zoned Planned Area Development (PAD).
- **West:** Avondale Mazda and Rodeo Kia, two automobile dealerships located within the Avondale

Automall, zoned PAD.

- **North:** Interstate 10
- **South:** Vacant, undeveloped land zoned PAD for commercial use in accordance with the uses and development standards of the C-2 (Community Commercial) zoning district.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Replat of Lot 11, Avondale Automall Phase 2 (Exhibit D), dividing the existing 16.9-acre parcel into three individual lots, as follows:

- Lot 11A, the westernmost of the proposed new lots, approximately 3.8 acres in area. The lot is developed with two buildings, a showroom and service building, most recently used as a Fiat/Alfa Romeo dealership in 2018.
- Lot 11B, the middle of the proposed new lots, approximately 6.0 acres in area. The lot is developed with a single building housing the showroom and service facilities for Avondale Mitsubishi.
- Lot 11C, the easternmost of the proposed new lots, approximately 7.1 acres in area. The lot is developed with a single building with both showroom and service facilities most recently used for a recreational vehicle (RV) dealership in 2012.

Dividing the property into three lots will result in each of the three existing dealerships being located on its own parcel, allowing each dealership facility to be sold, owned, and operated independently of one another. The Replat will also dedicate easements to ensure that access and utility services to the three separate facilities are preserved in perpetuity.

PUBLIC PARTICIPATION:

Public notification is not required for Replat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Replat applications.

ANALYSIS:

- The proposed Replat 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 Replat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, and Avondale Automall Planned Area Development (PAD) Development Plan.
- The proposed Replat accommodates the three existing dealership facilities and ensures that access and utilities will be safely provided to the separate facilities in perpetuity.
- Approval of the Replat is required before the separate dealerships can be sold, owned, and operated independently of one another.

DISCUSSION:

1. The proposed Replat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The proposed Replat is in conformance with the Avondale Automall PAD Development Plan, including conditions of approval.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Locate three (3) new companies each year that expand quality employment opportunities and support revenue growth.

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

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

BUDGET IMPACT:

No budget impacts.

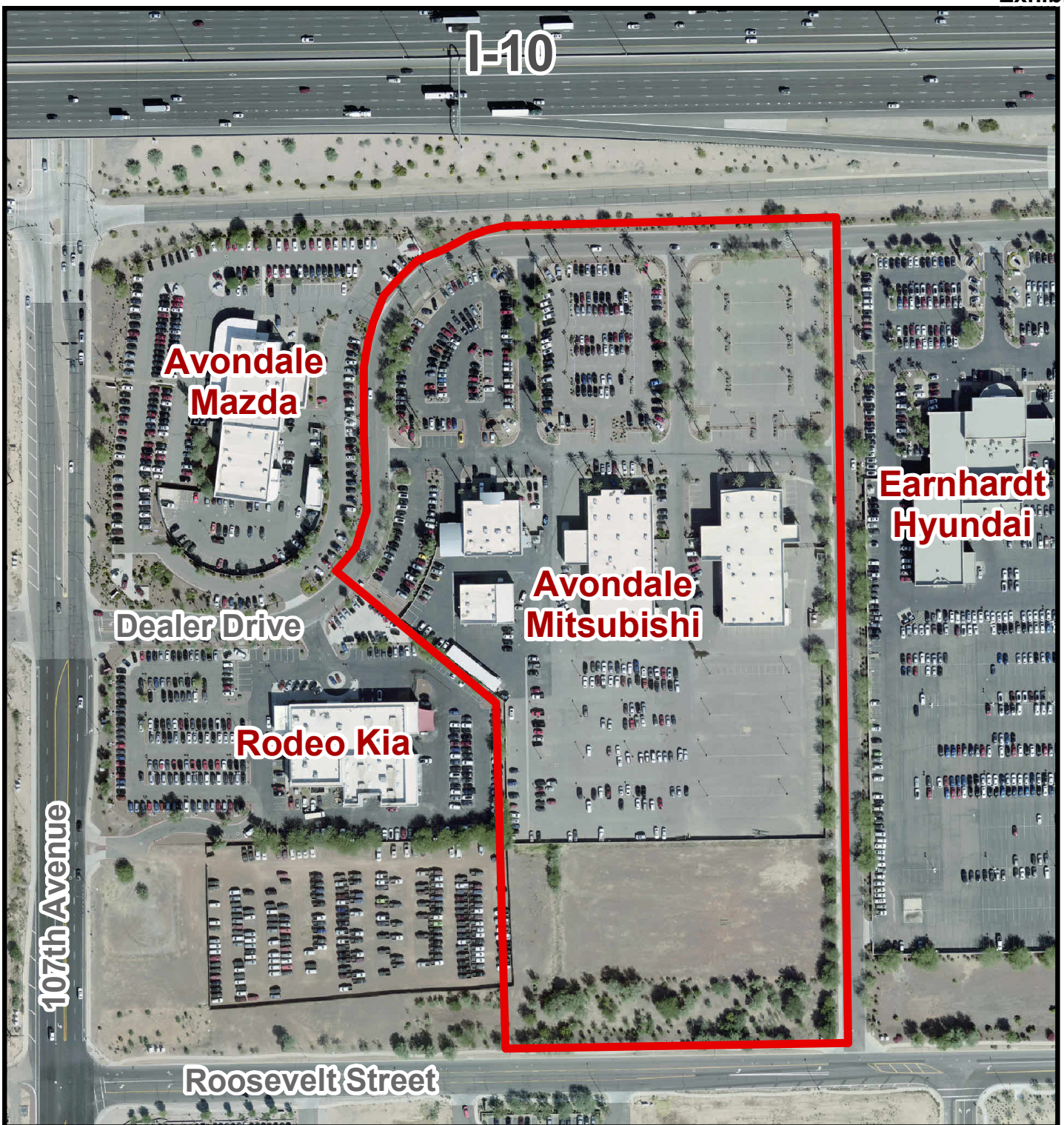
RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-19-0039 with one (1) recommended condition of approval, as follows:

1. The recorded plat shall be in conformance with the Replat of Lot 11, Avondale Automall Phase 2 submitted on April 17, 2019.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-19-0039, a request for approval of a Replat of Lot 11, Avondale Automall Phase 2, subject to one (1) recommended condition of approval.

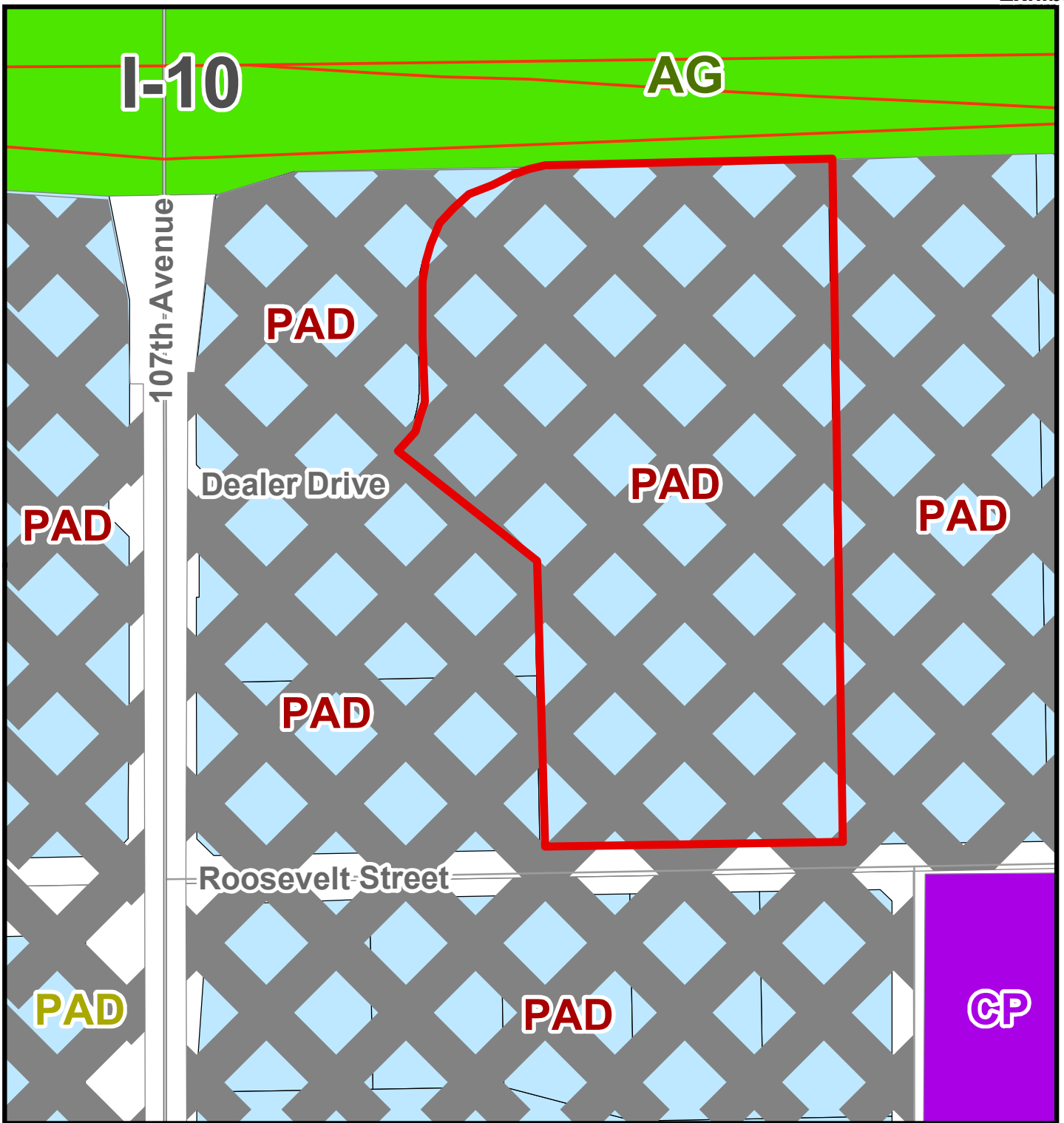


Aerial Photograph



 Subject Property



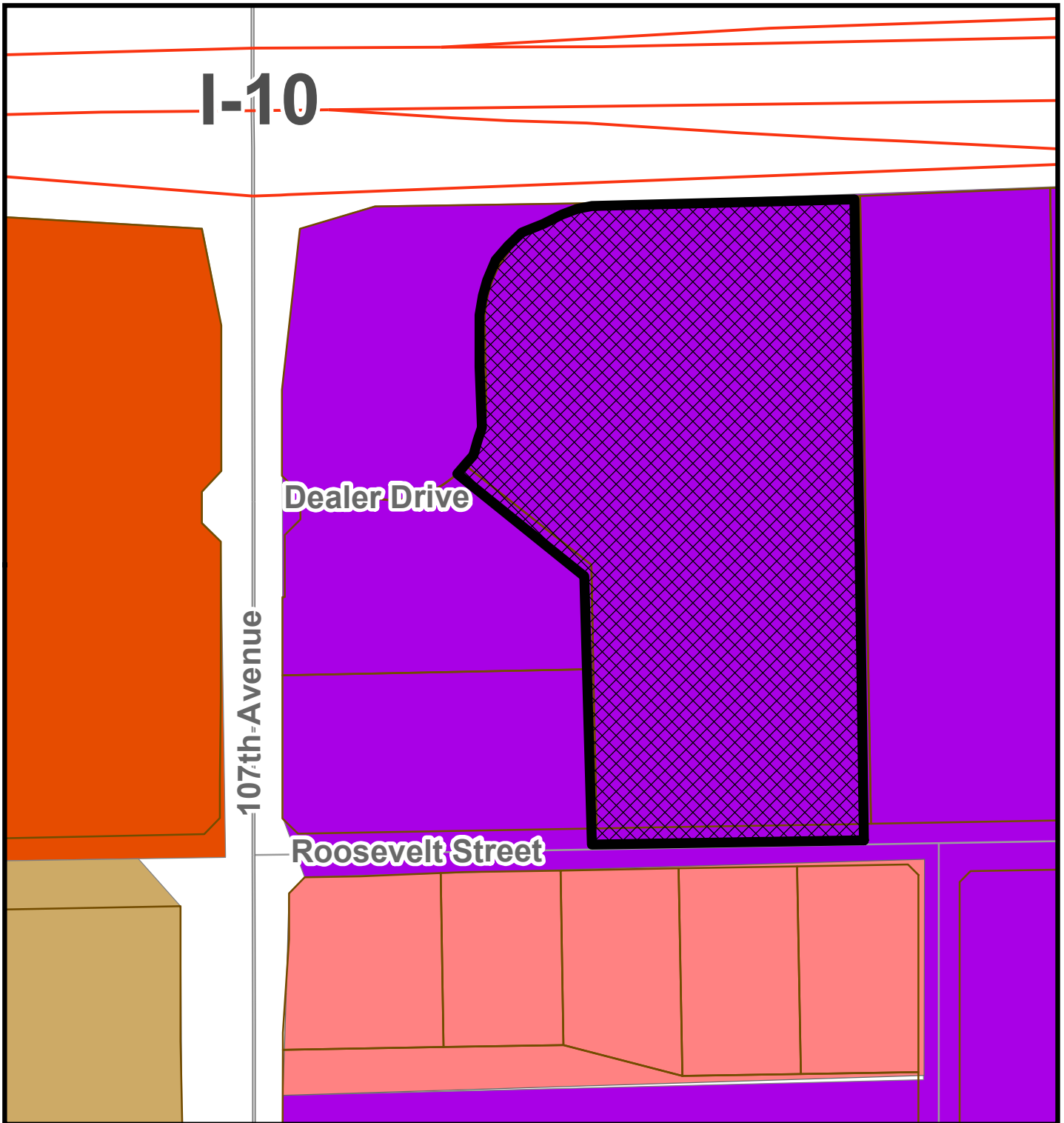


Zoning Vicinity Map



 Subject Property





General Plan Land Use Map

 Freeway Commercial

 Business Park

 Local Commercial

 Medium/High Density Residential



Subject Property



Exhibit D

Proposed Replat

Lot 11, Avondale Automall Phase 2





CITY COUNCIL REPORT

SUBJECT: Alamar Phase 2 Preliminary Plat (Application PL-18-0322)

MEETING DATE: 5/20/2019

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. Frank Koo, Wood Patel & Associates, for approval of a Preliminary Plat for Alamar Phase 2, subdividing 122.4 acres of land into 346 single-family residential lots located on the southwest corner of Avondale Boulevard and the Alamar Parkway alignment, El Mirage Road. Council will take appropriate action.

BACKGROUND:

The subject request is for the Phase 2 Preliminary Plat submitted by Brookfield Residential which subdivides 122.4 acres of land located at the southwest corner of Broadway Road and the future Alamar Parkway alignment, El Mirage Road, into 346 single-family lots (Exhibit A).

The Alamar master planned community is approximately 1,124 acres and is bordered by Avondale Boulevard on the east, Dysart Road on the west, Illini Street alignment on the north (approximately ¾-mile south of Lower Buckeye Road), and Sunland Avenue alignment to the south (¼-mile north of Southern Avenue). On May 21, 2018, Council approved the annexation and rezoning for the Alamar Planned Area Development. Additionally, Council also approved a Pre-Annexation Development Agreement (PADA) with Brookfield Residential which details Brookfield's responsibilities for the Alamar development and reimbursement to the City for their proportionate share of the Rigby Water Company and approved the formation of a Community Facilities District (CFD) for the financing of Alamar's necessary infrastructure. Lastly, on September 17, 2018, Council approved the Alamar Phase 1 Preliminary Plat effectively subdividing 138.57 acres of land into 461 single-family residential lots.

Existing uses surrounding the property are as follows:

NORTH: Broadway Road alignment, future phases of the Alamar residential development.

EAST: Alamar Phase 1, 461 single-family residential lots on 138.57 acres of land.

SOUTH: Alamar's Phase 3 component for single-family residential.

WEST: Vacant undeveloped land reserved for future phases of the Alamar development.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Preliminary Plat (EXHIBIT D) for Phase 2 of the Alamar Planned Area Development. The plat subdivides the 122.4-acre site into 346 single-family residential lots. The Phase 2 Preliminary Plat creates three lot sizes; 45' x 115' (172 lots), 50' x 120' (99 Lots), and 60' x 120' (75 Lots) ranging from 5,175 sq. ft. to 7,200 sq. ft. The open space tracts total 30.12 acres and include three neighborhood parks. The plat also includes landscaping, open space details, recreational amenities, pedestrian paths, multi-use trails, perimeter walls, and entry signage. The plat dedicates to the City of Avondale required rights-of-way, easements, and tracts.

PUBLIC PARTICIPATION:

Preliminary Plats are not public hearing items; thus, no public notifications are required. However, as is the City's policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. As of the writing of this report, Staff has not been contacted by any member of the public regarding this request.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a hearing on this item on April 18, 2019 (EXHIBIT G). Commission had the following questions and comments during the question and answer portion of the session:

- Commissioner Iwanski asked if the formative parks contained all passive amenities. Staff stated that was correct and that the Beacon Park being built in Phase 1 contained the majority of the active amenities.
- Commissioner Iwanski asked if there was a conjunctive use agreement between the Littleton Elementary School District and Brookfield Residential. Staff stated that there was an agreement in place with the school district that will allow residents of Alamar to utilize specific school facilities on an after-hour basis.
- Chairman Van Leuven asked if headlight intrusion had been addressed on the Phase 2 and Phase 3 plats. Staff stated that as part of the review process headlight intrusion had been addressed on the plats.

Planning Commission recommended approval 4-0 of the Alamar Phase 2 Preliminary Plat, subject to the recommended conditions of approval.

ANALYSIS:

The Alamar PAD includes a Land Use Budget that establishes the baseline parameters for the Alamar development with respect to density, lot size, and housing product distribution. The Land Use Budget ensures a variety of land use and densities occur in incremental stages that align with the total overall units allowed by the underlying General Plan land use designations. The Land Use Budget lot sizes will be reviewed by the City during the Preliminary and Final Plat processes for future phases ensuring compliance with the General Plan and the PAD.

The Phase 2 Preliminary Plat request is the second Preliminary Plat submitted in the Southeast Planning Unit of the Alamar Development which is planned for 1,190 residential units. The Preliminary Plat complies with the Alamar PAD, meets the requirements of the City's Subdivision Ordinance, and conforms to the City's recently adopted Single-Family Residential Design Manual.

Landscape, entry monumentation, amenities, and wall plans are also included as part of the Preliminary Plat (EXHIBIT E). The open space includes a variety of forms, including but not limited to:

- Three Neighborhood Parks – Neighborhood Parks are roughly 0.5 acres and strategically embedded in each grouping of neighborhoods. Each of these parks will provide creative play opportunities with programming specific to each neighborhood’s needs including ramadas, picnic shelters, and shade structures. Formative Parks will not include any retention areas.

- The Phase 2 Preliminary Plat establishes early connections to the planned trails network. The second and third phases of the Greenway Trail Link will be constructed with the development. This trails system will eventually connect with the Parkway Trail Link, the East-West Connector Trail, and the Regional Trail Connector.

Alamar Phase 2 development will be accessed by Broadway Road and the future Alamar Parkway alignment. The developer will be responsible for the dedication and construction of each of the roadways associated with Phase 2. Future right-of-way improvements will be completed as additional phases of development occur. Details of the rights-of-way are as follows:

- Broadway Road (Minor Arterial) – 100 feet of right-of way for the ultimate width improvements which consists of two travel lanes in each direction, a raised median, curb, gutter, sidewalk, bike lane, and street lights.

- Alamar Parkway (Minor Collector) – 80 feet of right-of-way for the ultimate width improvements which consist of one travel lane in each direction, center turn lane, curb, gutter, sidewalk, and street lights.

- Neighborhood Entry – 60 feet of right-of-way for the ultimate width improvements which consist of one travel lane in each direction, raised median, curb, gutter, sidewalk, and street lights.

- Local Roadway – 50 feet of right-of-way for the ultimate width improvements which consist of one travel lane in each direction, curb, gutter, sidewalk, and street lights.

Enhanced entry/gateway monumentation and overall project theming will be provided within the community and at each of the entrances. A perimeter wall will be designed to provide for community security, safety, and will be enhanced by the development’s landscape plan. The wall designs conform with the representations in the Alamar PAD.

Alamar will utilize development standards unique to each housing product type and land use zone. The regulations and provisions, as well as, the development standards are contained within the approved Alamar PAD and will take precedence over regulatory standards contained in the Avondale Zoning Ordinance. The primary goal of these standards is to encourage creative and flexible community-oriented neighborhoods, establish architectural design, and incorporate a landscape strategy that reinforces the importance of streetscape design. All future builders will be required to receive approval through the City’s Residential Design Review process to confirm that all future housing product conforms to these standards.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

Brookfield Residential has reached a donation agreement with the Littleton Elementary School District. The ultimate elementary school site location has been determined and will be located north of Broadway Road between the Beacon Community Park and the 30-acre regional park. Additionally, there are provisions written into the donation agreement with the school district that will allow residents of Alamar to utilize specific school facilities on an after-hour basis.

DISCUSSION:

Staff recommends approval of this request for the following reasons:

1. The Phase 2 Preliminary Plat is in direct conformance with the General Plan 2030 Land Use Map for the

1,124-acre Alamar development.

2. The Phase 2 Preliminary Plat is in conformance with the overall Alamar PAD Development Plan and the Land Use Budget for the Southeast Planning Unit.

3. 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 Goals and Objectives:

INITIATIVE: Foster sustainable community development

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

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

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

BUDGET IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-18-0322 with five (5) recommended conditions of approval as follows:

1. Development of Alamar Phase 2 shall conform to the following documents, except as modified by these conditions of approval:

a. The Alamar Phase 2 Preliminary Plat date stamped April 1, 2019 and attached as staff report Exhibit D.

b. The Alamar Phase 2 Conceptual Landscape, Amenity, and Wall Plan date stamped February 13, 2019 and attached as staff report Exhibit E.

2. In accordance with the approved Alamar Development Agreement, approval of the Preliminary Plat shall be effective for a period of two years from the date of Council approval and may be extended for an additional period of two years upon application by the Developer and written approval of the Director of Development & Engineering Services.

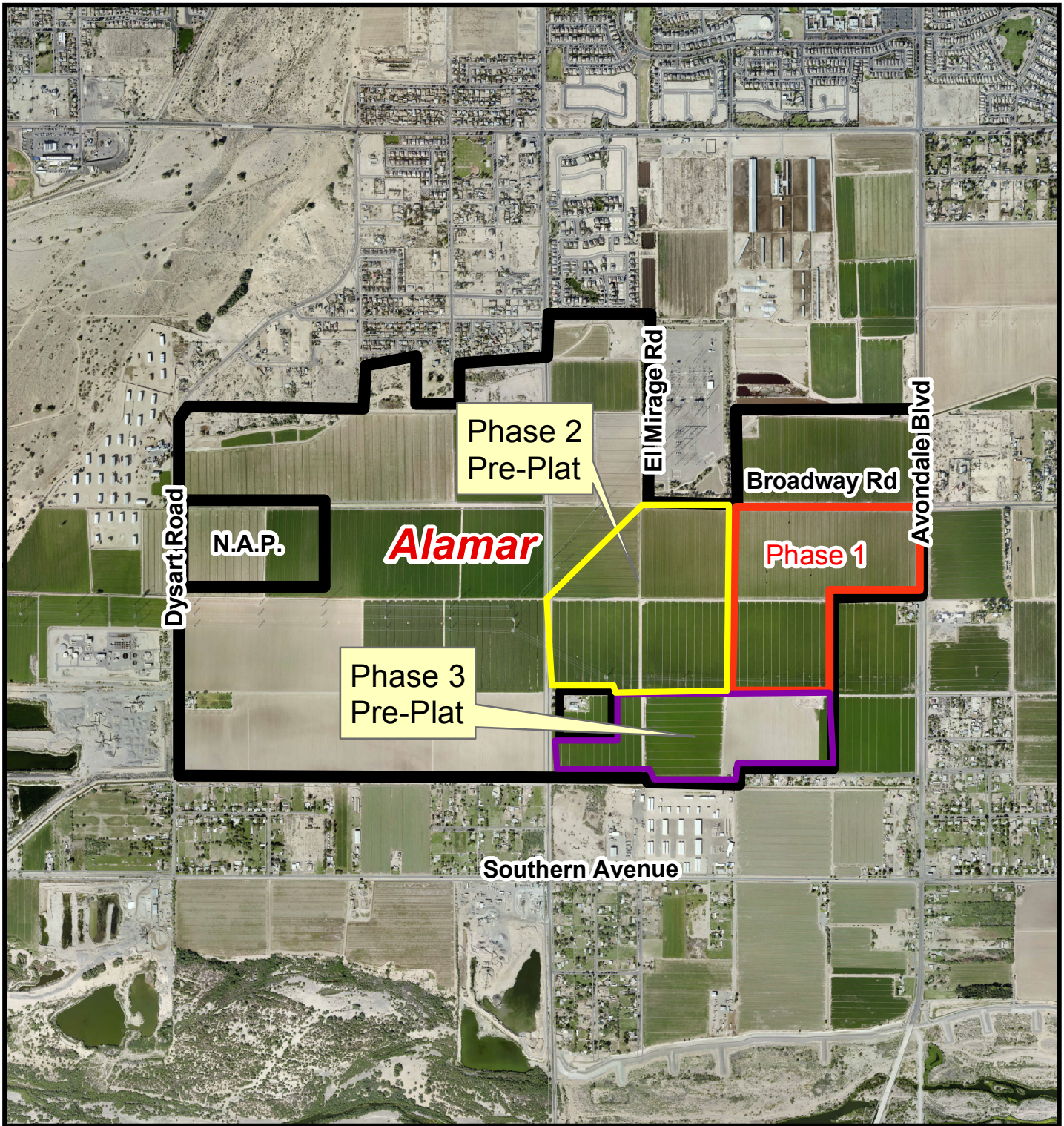
3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

4. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required in accordance with Article 13 of the approved Alamar Pre-Annexation Development Agreement (Resolution No. 3454-518).

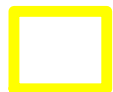
5. Approval of this subdivision plat is conditioned upon conformance with the conditions of approval included in the Alamar PAD, Ordinance No. 1651-516, as approved by the Avondale City Council on May 21, 2018 and as attached as staff report Exhibit F.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-18-0322, a request to approve the Alamar Phase 2 Preliminary Plat, subject to the five (5) recommended conditions of approval.

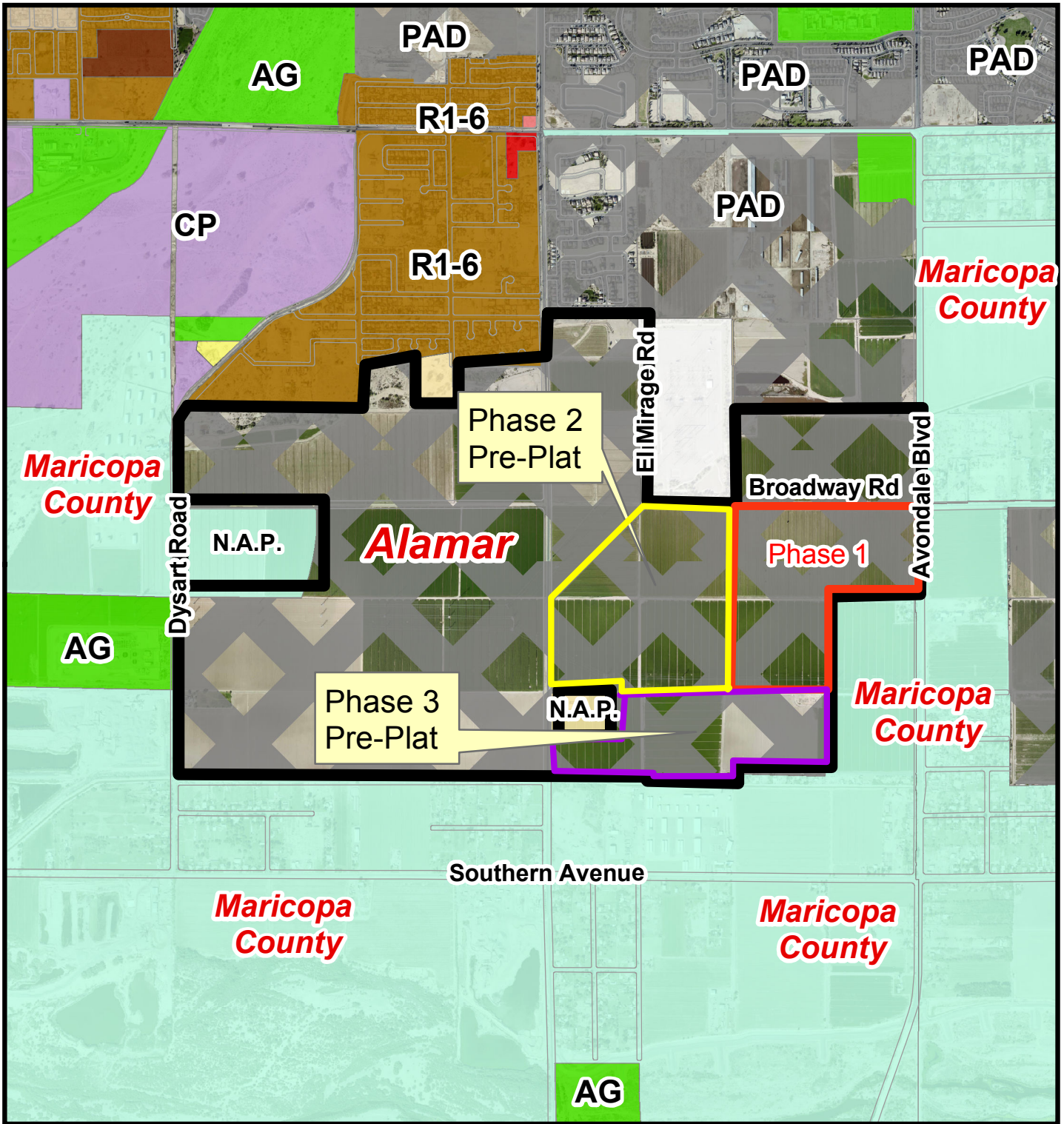


Aerial Vicinity Map



Subject Property



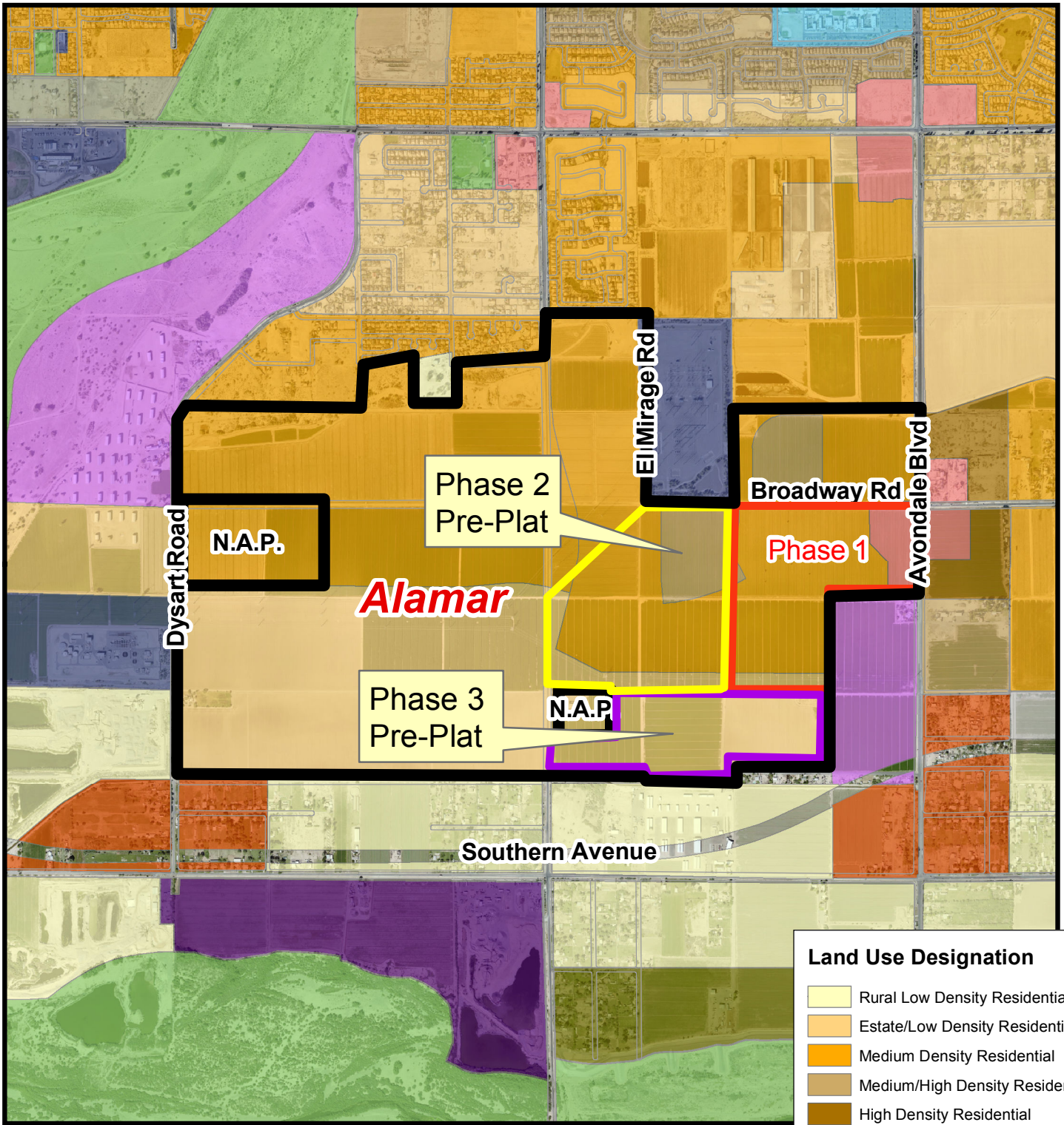


Zoning Map



 Subject Property





Land Use Designation

- Rural Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Office/Professional
- Industrial
- Mixed Use
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Civic
- Education

General Plan Land Use Map



Subject Property



Exhibit D

PRELIMINARY PLAT

ALAMAR PHASE 2

A REPLAT OF TRACT QQ OF THE FINAL PLAT OF ALAMAR PHASE 1
AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 25,
AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



	BNDRY	PROJECT BOUNDARY
	C/L	CENTER LINE
	S/L	SECTION LINE
	R/W	RIGHT OF WAY
		EASEMENT LINE
	938	PROPOSED CONTOUR w/ ELEVATION
	938	EXISTING CONTOUR w/ ELEVATION

	SURVEY MONUMENT
	FLOW ARROW
	GRADE BREAK
	EXISTING OVERHEAD UTILITY
	EXISTING SEWER MANHOLE
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	WATER VALVE
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SCUPPER WITH RISER
	CATCH BASIN
	STORM DRAIN PIPE

	ACRES	SQ. FT.
GROSS AREA	122.4	5329893
NET AREA	94.1	4098782
ARTERIAL R/W	13.4	581848
COLLECTOR R/W	14.9	649263
OPEN SPACE	43.5	1895513

LOT MIX	PHASE 1	PHASE 2	PHASE 3	TOTAL	%	PAD (MIN.-MAX.)
45"x15"	157	172	71	400	36%	20-35%
50"x120"	155	99	95	349	31%	25-40%
60"x120"	85	75	70	230	21%	20-40%
70"x130"	64	0	81	145	13%	10-20%
TOTAL	461	346	317	1124	100%	

- 1 - COVER
- 2 - INDEX MAP
- 3 - TABLES
- 4-5 - DETAILS AND SECTIONS
- 6-12 - PRELIMINARY PLAT

WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
ELECTRIC	SALT RIVER PROJECT
TELEPHONE	CENTURYLINK
GAS	SOUTHWEST GAS
CABLE TV	COX COMMUNICATIONS
WASTE DISPOSAL	CITY OF AVONDALE

PRELIMINARY PLAT
ALAMAR - PHASE 2
AVONDALE, ARIZONA
COVER SHEET

[illegible]

SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	3/28/2019
JOB NUMBER	174612.05
SHEET	1 OF 12

COMMUNITY NUMBER	PANEL #	SUFFIX	DATE OF FIRM (INDEX DATE)	FIRM ZONE	BASE FLOOD ELEV. (1 AD ZONE, USE DEPTH)
040038	2165	M	NOVEMBER 4, 2015	X (SHADED)	-
040038	2170	M	NOVEMBER 4, 2015	A, AE	-

ALL FLOOD ZONES ARE SHOWN IN THIS PLAN SET.

ALL FLOOD ZONES ARE SHOWN IN THIS PLAN SET

ZONE AE

* THIS PLAN REFLECTS THE CHANGES TO THE FLOODPLAIN BASED ON THE PENDING LOMR CASE NO. 18-09-0518P. THE REMAINING ZONE AE WILL BE REDUCED BY A NEW CLOMR/LOMR CASE.

MATCH SHEET 8

SHEET NUMBER

SHEET MATCHLINE

TYPICAL LOT SIZE BOUNDARY

SITUATE GARAGE ON THE SIDE OF LOT MOST VULNERABLE TO HEADLIGHTS

45x115'	STANDARD LOT SIZE
72 LOTS	NUMBER OF LOTS
MHDR	DENSITY RESIDENTIAL

RESIDENTIAL
MEDIUM HIGH DENSITY RESIDENTIAL
MEDIUM LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL

WOOD/PATEL
MISSION: CLIENT SERVICE®
(602) 335-8500
WWW.WOODPATEL.COM



PRELIMINARY PLAT
ALAMAR - PHASE 2
AVONDALE, ARIZONA
INDEX SHEET

DATE _____

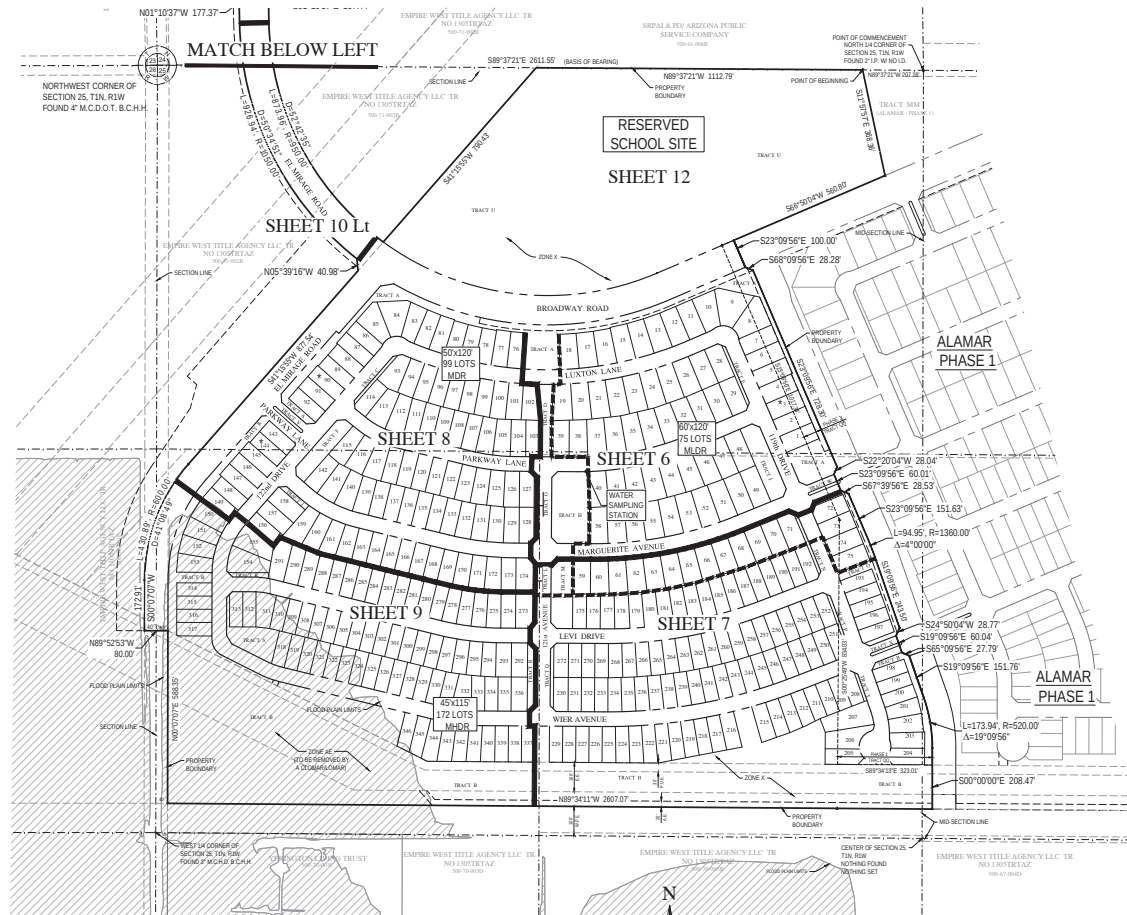
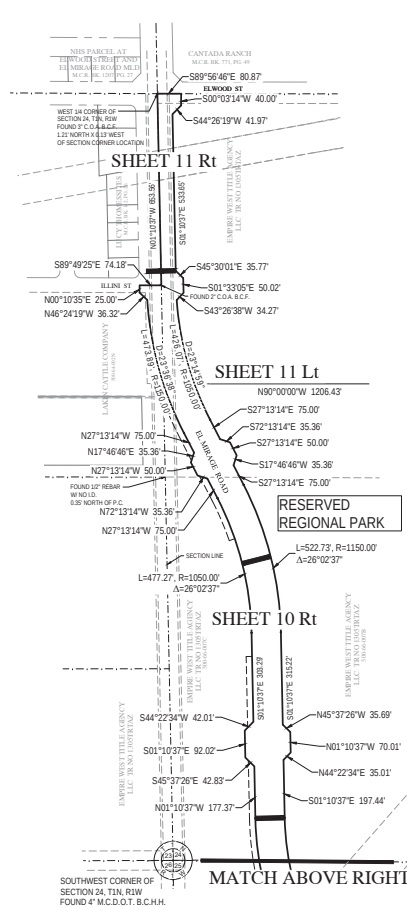
DESCRIPTION



EXPIRES 12-31-21	
SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	3/28/2019
JOB NUMBER	174612.05
SHEET	

2 OF 12

(CHECKED BY: F.K. DESIGNED BY: E.S. DRAFTED BY: B.T.)



0 200
Horz. 1 in. = 200 ft.

INDEX MAP



LOT AREA TABLE

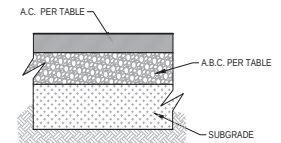
Lot Number	Square Feet	Acres	Typical Size	Residential Zoning Type
1	7200.0	0.165	60x120	MLDR
2	7200.0	0.165	60x120	MLDR
3	7200.0	0.165	60x120	MLDR
4	7200.0	0.165	60x120	MLDR
5	7440.0	0.171	60x120	MLDR
6	7440.0	0.171	60x120	MLDR
7	7426.6	0.170	60x120	MLDR
8	10211.2	0.234	60x120	MLDR
9	11082.6	0.254	60x120	MLDR
10	8483.7	0.195	60x120	MLDR
11	7432.8	0.171	60x120	MLDR
12	7618.2	0.175	60x120	MLDR
13	7654.0	0.176	60x120	MLDR
14	7654.0	0.176	60x120	MLDR
15	7654.0	0.176	60x120	MLDR
16	7477.6	0.172	60x120	MLDR
17	7477.6	0.172	60x120	MLDR
18	7477.6	0.172	60x120	MLDR
19	8010.7	0.184	60x120	MLDR
20	7770.8	0.178	60x120	MLDR
21	7858.7	0.180	60x120	MLDR
22	7999.9	0.184	60x120	MLDR
23	7962.9	0.183	60x120	MLDR
24	7943.5	0.182	60x120	MLDR
25	7796.4	0.179	60x120	MLDR
26	7714.1	0.177	60x120	MLDR
27	7470.6	0.172	60x120	MLDR
28	7360.0	0.169	60x120	MLDR
29	7360.0	0.169	60x120	MLDR
30	7410.0	0.170	60x120	MLDR
31	7410.0	0.170	60x120	MLDR
32	7661.6	0.176	60x120	MLDR
33	7970.4	0.183	60x120	MLDR
34	8049.5	0.185	60x120	MLDR
35	8080.9	0.186	60x120	MLDR
36	8080.6	0.186	60x120	MLDR
37	8048.4	0.185	60x120	MLDR
38	7773.3	0.178	60x120	MLDR
39	7459.9	0.171	60x120	MLDR
40	7659.7	0.176	60x120	MLDR
41	7893.0	0.181	60x120	MLDR
42	7964.0	0.183	60x120	MLDR
43	8106.3	0.186	60x120	MLDR
44	8162.8	0.187	60x120	MLDR
45	8314.3	0.191	60x120	MLDR
46	8228.3	0.189	60x120	MLDR
47	8200.2	0.188	60x120	MLDR
48	8200.4	0.188	60x120	MLDR
49	8110.8	0.186	60x120	MLDR
50	7971.1	0.183	60x120	MLDR
51	8179.6	0.188	60x120	MLDR
52	8184.0	0.188	60x120	MLDR
53	8127.5	0.187	60x120	MLDR
54	8042.0	0.185	60x120	MLDR
55	7958.6	0.183	60x120	MLDR
56	7877.3	0.181	60x120	MLDR
57	7798.0	0.179	60x120	MLDR
58	7687.9	0.176	60x120	MLDR
59	7320.0	0.168	60x120	MLDR
60	7557.2	0.171	60x120	MLDR
61	7660.8	0.176	60x120	MLDR
62	7711.8	0.177	60x120	MLDR
63	7722.7	0.177	60x120	MLDR
64	7733.4	0.178	60x120	MLDR
65	7707.9	0.177	60x120	MLDR
66	7588.4	0.174	60x120	MLDR
67	7590.2	0.174	60x120	MLDR
68	7693.3	0.177	60x120	MLDR
69	7553.5	0.173	60x120	MLDR
70	7627.0	0.175	60x120	MLDR
71	7747.2	0.178	60x120	MLDR
72	7278.4	0.167	60x120	MLDR
73	7256.9	0.167	60x120	MLDR
74	7256.9	0.167	60x120	MLDR
75	7256.9	0.167	60x120	MLDR
76	6403.3	0.147	50x120	MLDR
77	6403.3	0.147	50x120	MLDR
78	6255.6	0.144	50x120	MLDR
79	6255.6	0.144	50x120	MLDR
80	6255.6	0.144	50x120	MLDR

Lot Number	Square Feet	Acres	Typical Size	Residential Zoning Type
81	6403.3	0.147	50x120	MLDR
82	6439.0	0.148	50x120	MLDR
83	6854.5	0.157	50x120	MLDR
84	9234.2	0.212	50x120	MLDR
85	8439.6	0.194	50x120	MLDR
86	6184.6	0.142	50x120	MLDR
87	6200.0	0.142	50x120	MLDR
88	6000.0	0.138	50x120	MLDR
89	6000.0	0.138	50x120	MLDR
90	6150.0	0.141	50x120	MLDR
91	6150.0	0.141	50x120	MLDR
92	6150.0	0.141	50x120	MLDR
93	7764.4	0.178	50x120	MLDR
94	6544.5	0.150	50x120	MLDR
95	6445.1	0.148	50x120	MLDR
96	6389.5	0.147	50x120	MLDR
97	6370.9	0.146	50x120	MLDR
98	6416.6	0.147	50x120	MLDR
99	6488.0	0.149	50x120	MLDR
100	6584.8	0.151	50x120	MLDR
101	6436.0	0.148	50x120	MLDR
102	6953.5	0.160	50x120	MLDR
103	6224.8	0.143	50x120	MLDR
104	6415.9	0.147	50x120	MLDR
105	6788.5	0.156	50x120	MLDR
106	6759.6	0.155	50x120	MLDR
107	6289.8	0.144	50x120	MLDR
108	6150.0	0.141	50x120	MLDR
109	6150.0	0.141	50x120	MLDR
110	6203.1	0.142	50x120	MLDR
111	6309.3	0.145	50x120	MLDR
112	7319.3	0.168	50x120	MLDR
113	7878.9	0.181	50x120	MLDR
114	6427.3	0.148	50x120	MLDR
115	7557.7	0.174	50x120	MLDR
116	7246.9	0.166	50x120	MLDR
117	7145.6	0.164	50x120	MLDR
118	6402.1	0.147	50x120	MLDR
119	6273.0	0.144	50x120	MLDR
120	6273.0	0.144	50x120	MLDR
121	6273.0	0.144	50x120	MLDR
122	6273.0	0.144	50x120	MLDR
123	6480.0	0.149	50x120	MLDR
124	6491.0	0.149	50x120	MLDR
125	6455.5	0.148	50x120	MLDR
126	6370.7	0.146	50x120	MLDR
127	6075.0	0.139	50x120	MLDR
128	6075.0	0.139	50x120	MLDR
129	6326.0	0.145	50x120	MLDR
130	6459.7	0.148	50x120	MLDR
131	6468.7	0.149	50x120	MLDR
132	6452.2	0.148	50x120	MLDR
133	6248.5	0.143	50x120	MLDR
134	6150.0	0.141	50x120	MLDR
135	6150.0	0.141	50x120	MLDR
136	6150.0	0.141	50x120	MLDR
137	6150.0	0.141	50x120	MLDR
138	6150.0	0.141	50x120	MLDR
139	6559.4	0.151	50x120	MLDR
140	7330.9	0.168	50x120	MLDR
141	7329.3	0.168	50x120	MLDR
142	6774.5	0.156	50x120	MLDR
143	6137.5	0.141	50x120	MLDR
144	6150.0	0.141	50x120	MLDR
145	6400.0	0.147	50x120	MLDR
146	6400.0	0.147	50x120	MLDR
147	6400.0	0.147	50x120	MLDR
148	6000.0	0.138	50x120	MLDR
149	6422.4	0.147	50x120	MLDR
150	6772.7	0.155	50x120	MLDR
151	6764.3	0.155	50x120	MLDR
152	6764.3	0.155	50x120	MLDR
153	6764.3	0.155	50x120	MLDR
154	9692.1	0.223	50x120	MLDR
155	9055.4	0.208	50x120	MLDR
156	6329.0	0.145	50x120	MLDR
157	6060.3	0.139	50x120	MLDR
158	7198.0	0.165	50x120	MLDR
159	8238.6	0.189	50x120	MLDR
160	7142.6	0.164	50x120	MLDR

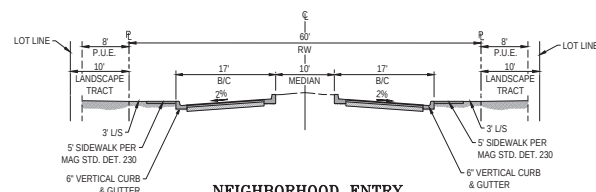
Lot Number	Square Feet	Acres	Typical Size	Residential Zoning Type
161	6814.6	0.156	50x120	MLDR
162	6399.3	0.147	50x120	MLDR
163	6000.0	0.138	50x120	MLDR
164	6000.0	0.138	50x120	MLDR
165	6000.0	0.138	50x120	MLDR
166	6000.0	0.138	50x120	MLDR
167	6000.0	0.138	50x120	MLDR
168	6000.0	0.138	50x120	MLDR
169	6235.0	0.143	50x120	MLDR
170	6326.1	0.145	50x120	MLDR
171	6361.8	0.146	50x120	MLDR
172	6525.3	0.150	50x120	MLDR
173	6013.2	0.138	50x120	MLDR
174	7150.0	0.164	50x120	MLDR
175	5568.0	0.128	45x115	MHDR
176	5567.2	0.128	45x115	MHDR
177	5691.7	0.131	45x115	MHDR
178	5906.2	0.136	45x115	MHDR
179	5690.1	0.131	45x115	MHDR
180	5853.4	0.134	45x115	MHDR
181	5895.2	0.135	45x115	MHDR
182	5940.7	0.136	45x115	MHDR
183	5899.9	0.138	45x115	MHDR
184	5777.9	0.133	45x115	MHDR
185	5864.7	0.135	45x115	MHDR
186	5886.1	0.135	45x115	MHDR
187	5842.5	0.134	45x115	MHDR
188	5677.9	0.130	45x115	MHDR
189	5625.0	0.129	45x115	MHDR
190	5625.0	0.129	45x115	MHDR
191	5625.0	0.129	45x115	MHDR
192	5670.1	0.130	45x115	MHDR
193	5212.4	0.120	45x115	MHDR
194	5212.4	0.120	45x115	MHDR
195	5212.4	0.120	45x115	MHDR
196	5195.5	0.119	45x115	MHDR
197	5353.3	0.123	45x115	MHDR
198	5175.0	0.119	45x115	MHDR
199	5175.0	0.119	45x115	MHDR
200	5250.4	0.121	45x115	MHDR
201	5791.8	0.133	45x115	MHDR
202	5362.5	0.124	45x115	MHDR
203	5295.0	0.121	45x115	MHDR
204	6838.2	0.157	45x115	MHDR
205	6501.5	0.149	45x115	MHDR
206	9086.7	0.209	45x115	MHDR
207	11475.6	0.263	45x115	MHDR
208	5359.2	0.123	45x115	MHDR
209	5175.0	0.119	45x115	MHDR
210	5175.0	0.119	45x115	MHDR
211	5191.6	0.119	45x115	MHDR
212	5462.9	0.125	45x115	MHDR
213	5687.5	0.131	45x115	MHDR
214	5788.5	0.133	45x115	MHDR
215	6477.4	0.149	45x115	MHDR
216	6370.9	0.146	45x115	MHDR
217	5706.5	0.131	45x115	MHDR
218	5644.3	0.130	45x115	MHDR
219	5700.4	0.131	45x115	MHDR
220	5812.8	0.133	45x115	MHDR
221	5982.2	0.137	45x115	MHDR
222	5985.6	0.137	45x115	MHDR
223	5822.9	0.134	45x115	MHDR
224	5717.1	0.131	45x115	MHDR
225	5652.7	0.130	45x115	MHDR
226	5535.0	0.127	45x115	MHDR
227	5535.0	0.127	45x115	MHDR
228	5535.0	0.127	45x115	MHDR
229	5535.0	0.127	45x115	MHDR
230	5776.8	0.133	45x115	MHDR
231	5233.4	0.120	45x115	MHDR
232	5233.4	0.120	45x115	MHDR
233	5274.5	0.121	45x115	MHDR
234	5399.2	0.124	45x115	MHDR
235	5399.2	0.124	45x115	MHDR
236	5399.2	0.124	45x115	MHDR

STREET	AC THK	ABC THK	SUB-BASE*
LOCAL / NEIGHBORHOOD ENTRY	3"	8"	12"
MINOR ARTERIAL (BROADWAY RD)	5"	14"	12"
MINOR COLLECTOR (EL MIRAGE RD)	3.5 *	10"	12"

NOTE:
ROADWAY SECTION PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
*SUB-BASE TO BE MOISTURE CONDITIONED AND MIN. 95% COMPACTED

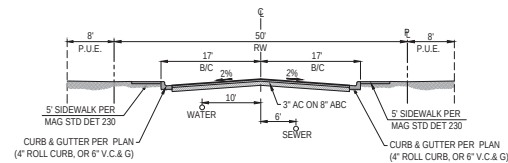


ROADWAY PAVEMENT SECTION
N.T.S.



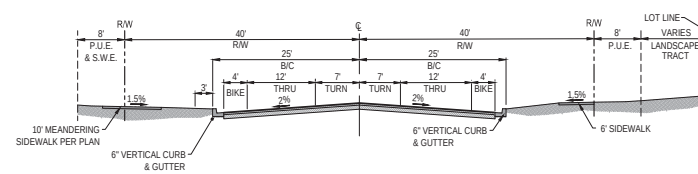
NEIGHBORHOOD ENTRY
(PARKWAY LN, WIER AVE & MARGUERITA AVE)

N.T.S.



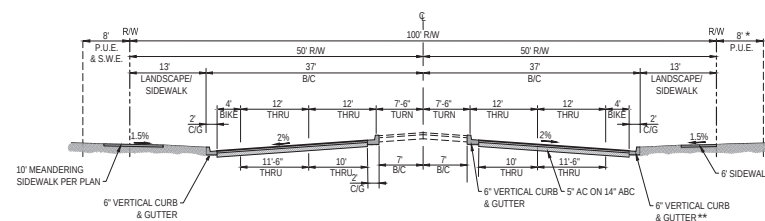
TYPICAL LOCAL ROADWAY
LOOKING EAST AND SOUTH

LOOKING EAST AND SOUTH
N.T.S.



EL MIRAGE ROAD #2, & ALAMAR PARKWAY
(MINOR COLLECTOR)

LOOKING NORTH
N.T.S.



BROADWAY LOOP, EL MIRAGE ROAD #1
(MINOR ARTERIAL)

LOOKING WEST & NORTH
N.T.S.

* = 12' P.U.E./ S.W.E. ALONG SCHOOL SITE FRONTAGE
 ** = 10' SIDEWALK ALONG SCHOOL SITE FRONTAGE

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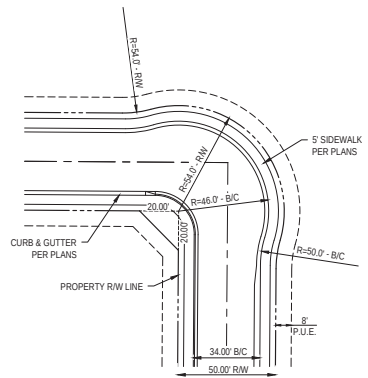


PRELIMINARY PLAT
ALAMAR - PHASE 2
AVONDALE, ARIZONA
DETAIL SHEET

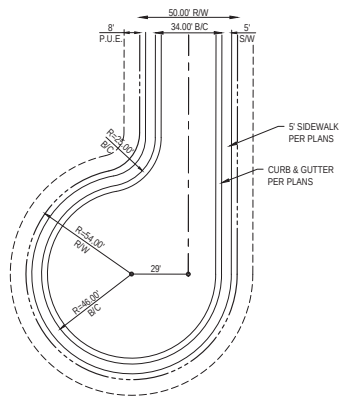
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EXPIRES 12-31-21	
SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	3/28/2019
JOB NUMBER	174612.05
SHEET	

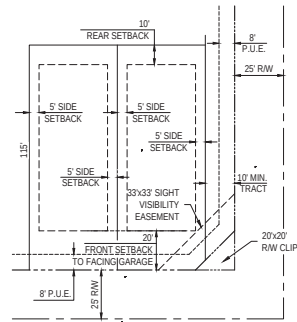
SHEET
4 OF 12



TYPICAL OFFSET CUL-DE-SAC
N.T.S.

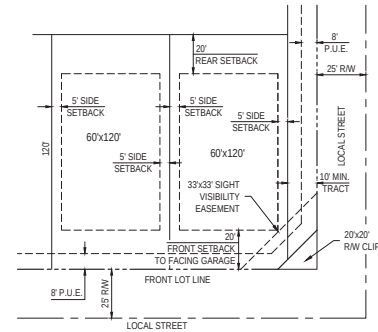


TYPICAL CUL-DE-SAC
N.T.S.



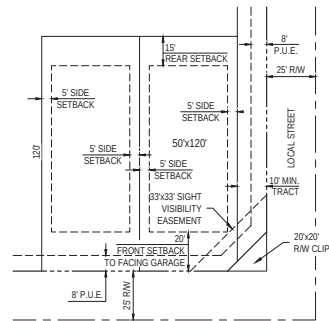
TYPICAL SETBACK DETAIL
45x115' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



TYPICAL SETBACK DETAIL
60x120' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



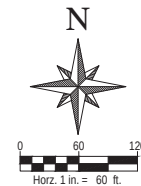
TYPICAL SETBACK DETAIL
50x120' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.

DATE	DESCRIPTION



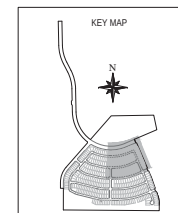
EXPIRES 12-31-25	N/A
SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	3/28/2019
JOB NUMBER	174612.05
SHEET	5



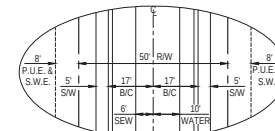
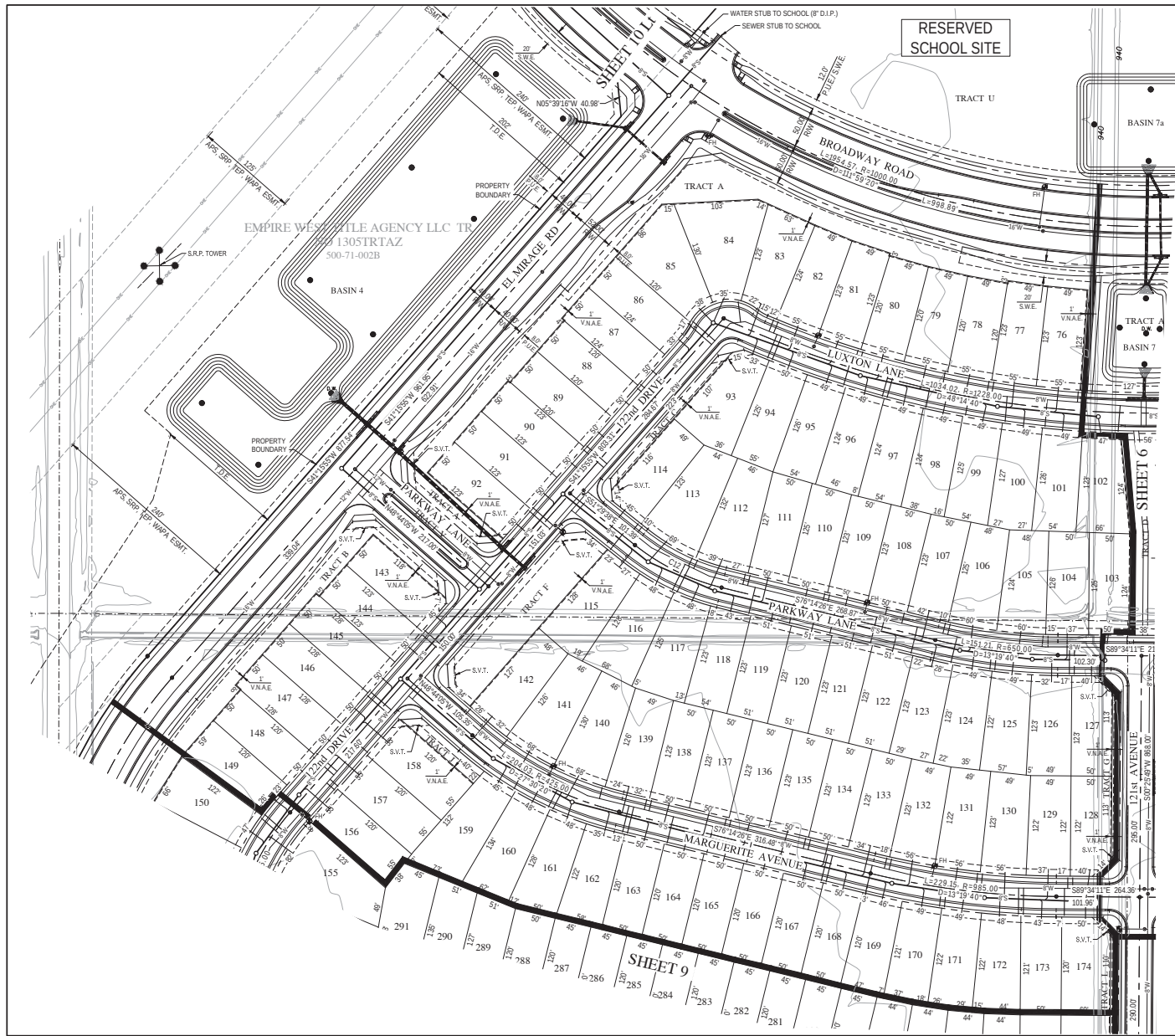
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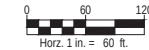
PRELIMINARY PLAT
ALAMAR - PHASE 2
A VONDALE, ARIZONA
PRELIMINARY PLAT

[illegible]

EXPRES 12-31-21	
SCALE (HORIZ.)	1" = 60'
SCALE (VERT.)	N/A
DATE	3/28/2019
JOB NUMBER	174612.0
SHEET	
6	OF 12



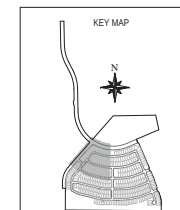
TYPICAL LOCAL STREET
NTS



Horz. 1 in. = 60 ft.



CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C12	24°44'47"	275.00	118.77	60.33	117.85



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PRELIMINARY PLAT
ALAMAR - PHASE 2
AVONDALE, ARIZONA
PRELIMINARY PLAT

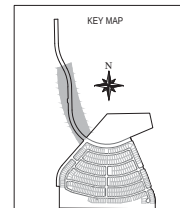
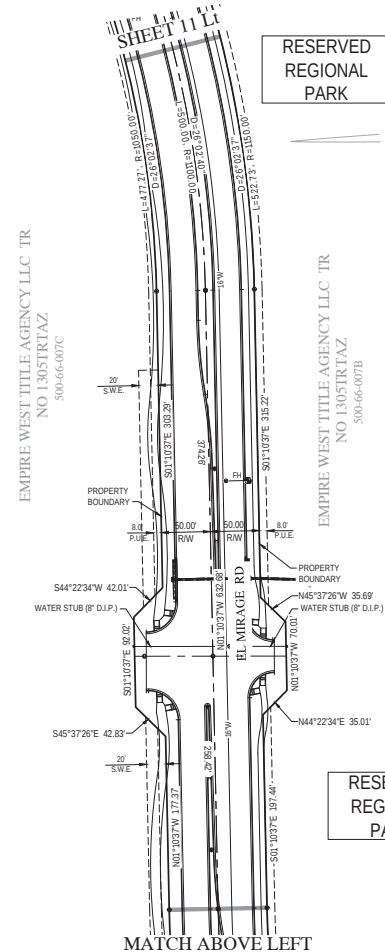
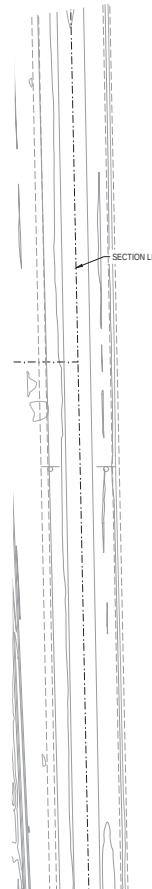
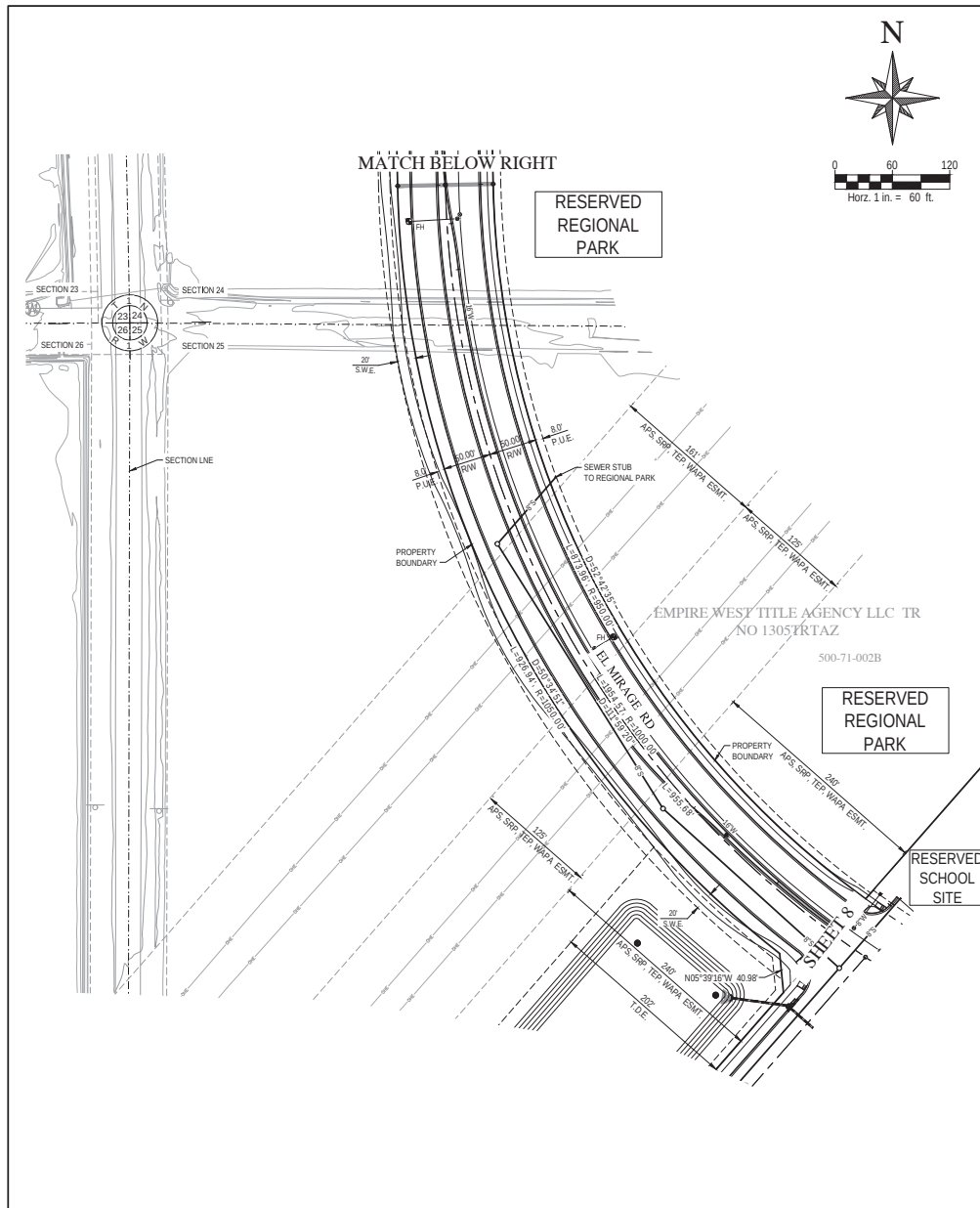
DATE	DESCRIPTION



EXPIRES 12-31-21
SCALE (HORIZ.) 1" = 60'
SCALE (VERT.) N/A
DATE 3/28/2019
JOB NUMBER 174612.05
SHEET 8 OF 12

2:001\174612\500.dwg 2:001\174612\500.dwg

(CHECKED BY: F.K. DESIGNED BY: E.S. DRAFTED BY: E.T.)



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ARIZONA
Professional Engineer
No. 174612-05
Expiration Date: 12/31/21

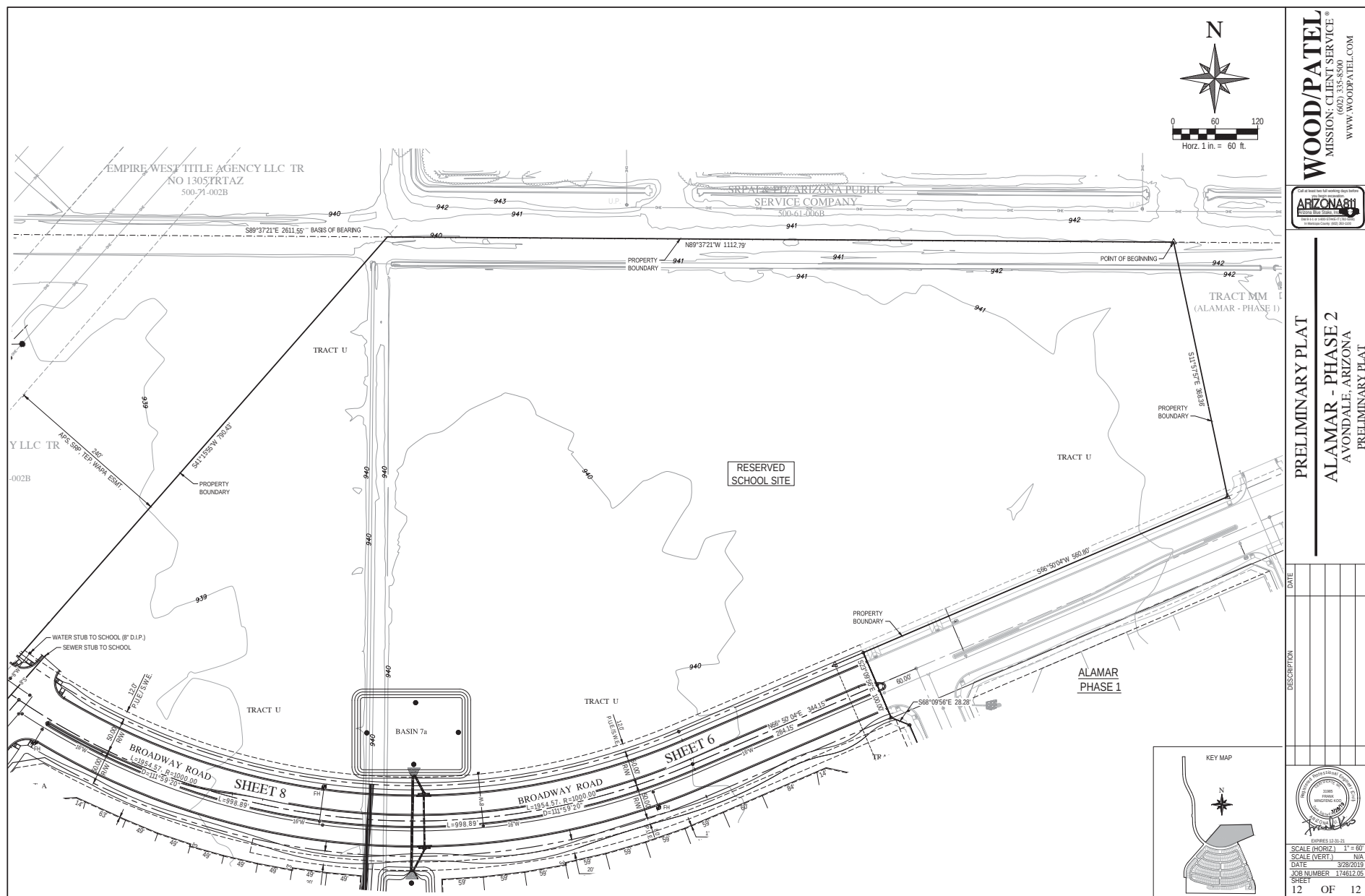
PRELIMINARY PLAT
ALAMAR - PHASE 2
AVONDALE, ARIZONA
PRELIMINARY PLAT

DATE	DESCRIPTION	BY

SCALE (HORIZ.) 1" = 60'
SCALE (VERT.) N/A
DATE 3/28/2019
JOB NUMBER 174612-05
SHEET 10 OF 12

EXPIRES 12-31-21
CHECKED BY: E.S. DESIGNED BY: E.S. DRAFTED BY: E.T.

2:\2019\174612-05\dwg\Pre_Plat\174612-05-000-Pre_Plat.dwg





ALAMAR

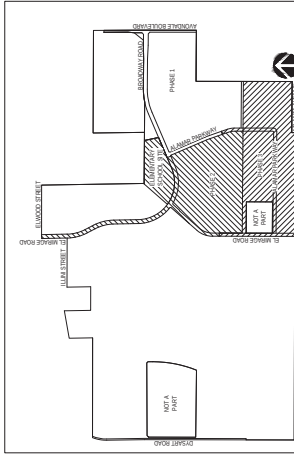
NET AREA	109	4347159	20.30% (NET)
ARTERIAL R/W	13.4	583426	
COLLECTOR R/W	0.0	0	
OPEN SPACE	22.2	967578	

	ACRES	SQ. FT.
GROSS AREA	122.4	5330585
NET AREA	109.0	4747159
ARTERIAL R/W	13.4	583426
COLLECTOR R/W	0.0	0
OPEN SPACE	22.2	967578
		20.3% (NET)

A PROPOSED SUBDIVISION OF A PORTION OF THE NORTHEAST
QUARTER OF SECTION 25, AND SOUTHWEST QUARTER OF
SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

CIVIL ENGINEER
Wood/ Patel
2051 W. Northern Ave, Suite 100
Phoenix, AZ 85021
Phone: (602).335-8500
Contact: Frank Koo, PE

CONTEXT MAP



SCALE 1"=1,500'-0"



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PROJECT PHASE	
●	PRELIMINARY PLAT 11.14.18
○	CONSTRUCTION DOCUMENTS
○	ISSUE FOR BID SET
○	ISSUE FOR CONSTRUCTION

[illegible]

PRELIMINARY
NOT FOR
CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 2 LANDSCAPE
COVER SHEET

DRAWN	SY/TH
CHECKED	JD
DATE	11/14/18
SCALE AS SHOWN	
JOB NO.	1704
SHEET	
C-001	
OF 21 SHEETS	

C-001 OF 21 SHEETS



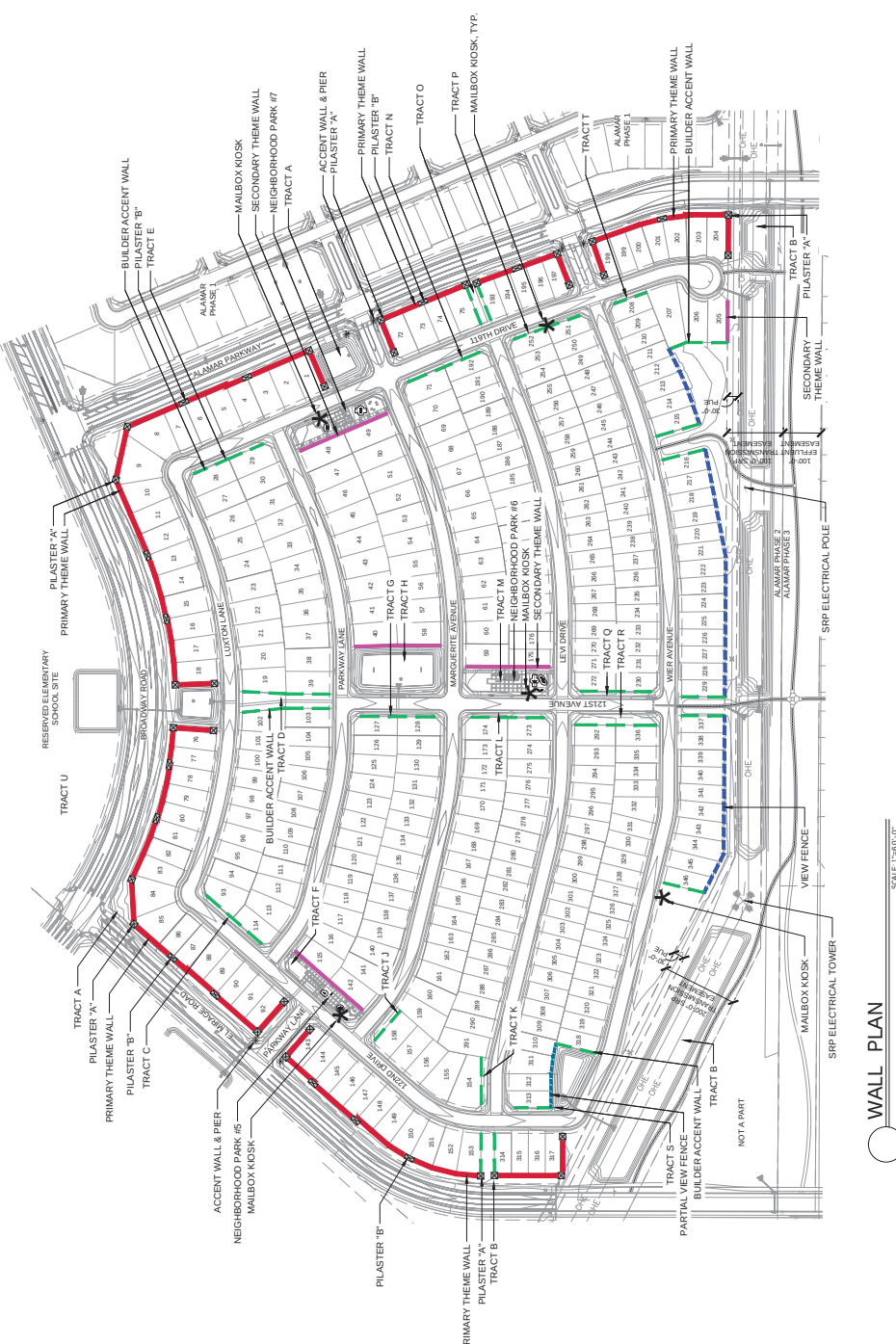
PROJECT PHASE	DATE
PRELIMINARY PLAT	
CONSTRUCTION DOCUMENTS	
ISSUE FOR BIDDING	
ISSUE FOR CONSTRUCTION	

REVISIONS	NO.	DESCRIPTION	DATE
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		

PRELIMINARY - NOT FOR CONSTRUCTION

WALL PLAN
PRELIMINARY PLAT - PHASE 2 LANDSCAPE
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

DRAWN	SV/TH
CHECKED	JD
DATE	11/14/18
SCALE	AS SHOWN
JOB NO.	1704
SHEET	A-101
	2 OF 21 SHEETS



LEGEND

---	PROPERTY BOUNDARY
---	SIGHT VISIBILITY TRIANGLE
---	8' PUBLIC UTILITY EASEMENT
---	R.O.W.



WALL LEGEND PHASE 2

WALL TYPE	QTY.	DETAIL
PRIMARY THEME WALL	4'-3,776 L.F.	DETAIL 1 & 2, SHEET A-102
SECONDARY THEME WALL	4'-1,060 L.F.	DETAIL 3, SHEET A-102
VIEW FENCE (F FENCE OVER 2' WALL)	4'-1,360 L.F.	DETAIL 3, SHEET A-103
PARTIAL VIEW FENCE (F FENCE OVER 4' WALL)	4'-172 L.F.	DETAIL 1, SHEET A-104
PIASTER 'A'	28	DETAIL 1 & 2, A-103
PIASTER 'B'	4'-3,751 L.F.	DETAIL 2, SHEET A-104
BUILDER ACCENT WALL	5	DETAIL 4, SHEET A-102 & 5
MAILBOX KIOSK, TYP.	6	DETAIL 1 & 2, SHEET A-103
ACCENT WALL & PIER		

WALL PLAN

SCALE 1"=40'-0"

CALL FOR WRITING DATA
602-263-1100
1-800-STAKE-IT
(OFFICE IN PHOENIX COUNTY)





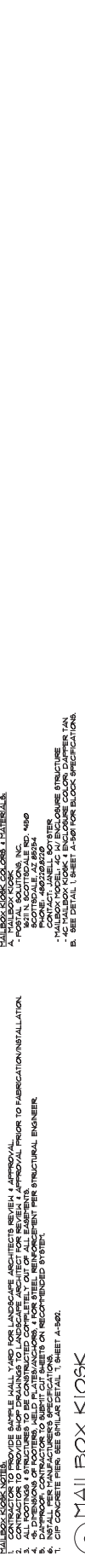
4 NEIGHBORHOOD ENTRY - ACC



REVISIONS		
NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

1

DRAWN	SY/TH
CHECKED	JD
DATE	11/14/18
SCALE	AS SHOWN
JOB NO.	1704
SHEET	
A-105 5 OF 21 SHEETS	



2. INTERBANKS

SCALE 12 • 10°



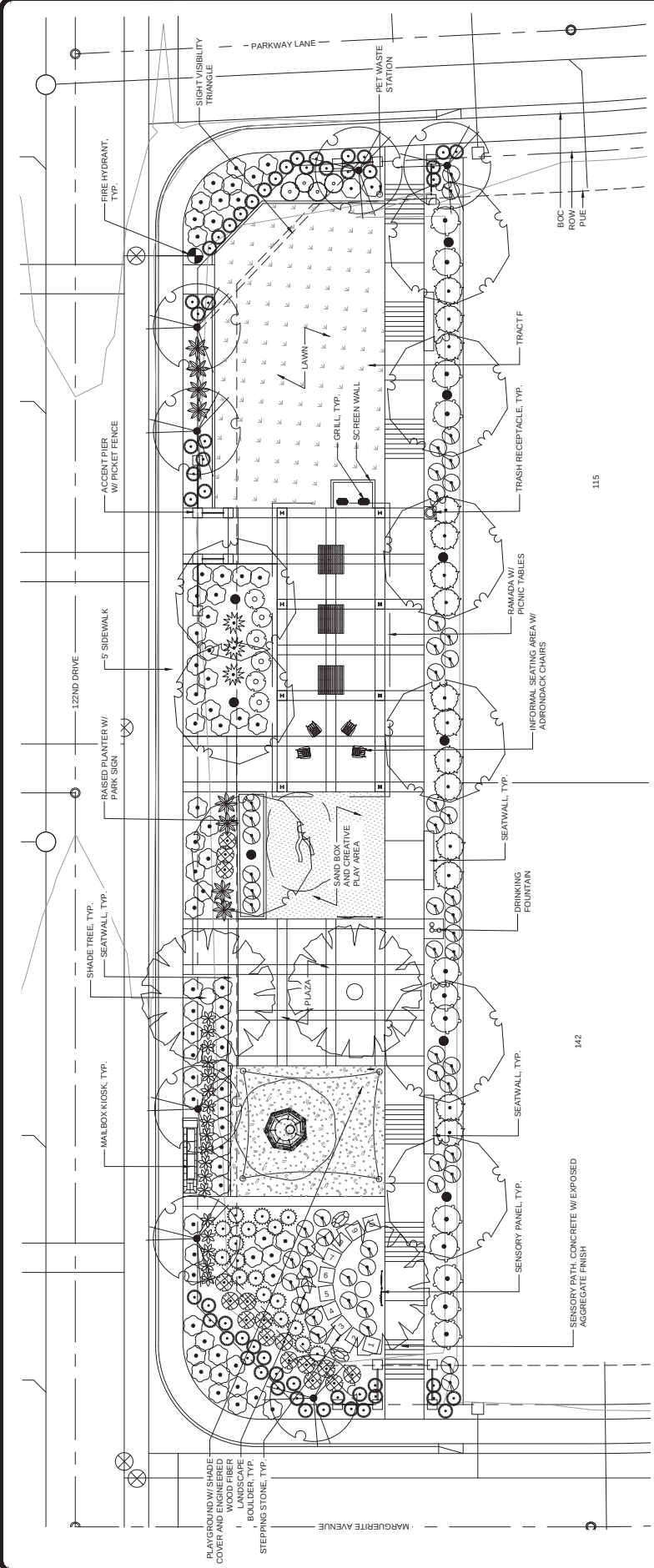
PROJECT PHASE	
PRELIMINARY PLAN	☒
CONSTRUCTION DOCUMENTS	☐
ISSUE FOR BIDDING	☐
ISSUE FOR CONSTRUCTION	☐

REVISIONS	
NO.	DESCRIPTION

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 2 LANDSCAPE
PLANTING PLAN - PHASE 2 - NEIGHBORHOOD PARK #5

DATE	11/14/18
CHECKED	JD
DRAWN	SV/TH
SCALE	AS SHOWN
JOB NO.	1704
SHEET	LP-201
OF 23	SHEETS



LEGEND

PROPERTY BOUNDARY	---
SIGHT VISIBILITY TRIANGLE	---
8' PUBLIC UTILITY EASEMENT	---
R.O.W.	---

0 10 20 30 40 feet
SCALE 1" = 10'

NORTH

CALL FOR WORKING DRAFT
602-263-1100
1-800-STAKE-IT
©2018 SWABACK ARCHITECTS + PLANNERS

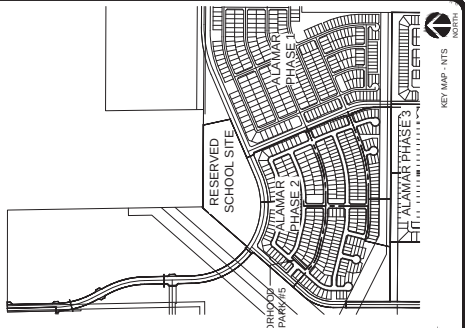
PLANT SCHEDULE - NEIGHBORHOOD PARK #5

SCALE 1/8" = 1'-0"

TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	7
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	3
	Prosopis chilensis / Chilean Mesquite	24" Box	3
SHRUBS			
	Agave weberi / Weber's Agave	5 Gal.	3
	Bougainvillea x 'Rosarita' / Bougainvillea	5 Gal.	4
	Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal.	15
	Convolvulus cneorum / Bush Morning Glory	1 Gal.	16
	Dodonaea viscosa 'Green' / Green Hopseed Bush	5 Gal.	12
	Eremophila glabra 'Mingenew Gold' / Eru Bush	1 Gal.	72
	Hesperaloe parviflora / Giant Yucca	5 Gal.	8
	Hesperaloe parviflora 'Brakelights' TM / Brakelights Red Yucca	1 Gal.	18
	Lantana camara 'Dallas Red' / Dallas Red Lantana	5 Gal.	6
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	55
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	5 Gal.	2
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 Gal.	17
	Ruellia brittoniana / Blue Bells	1 Gal.	54

GROUND COVERS

	Cynodon dactylon 'Midiron' / Bermuda Grass	CONT	QTY
	INERT MATERIAL - NEIGHBORHOOD PARK 5	Sod	2,059 sf
	ENGINEERED WOOD FIBER		
	SAND		
	NATURAL DESERT PAVEMENT 3" Minus-Express Curable by Granite Express		
	COMPACTED D.G. 1 1/4" Minus-Express Brown by Granite Express		
	BOLDERS Landscape Boulder		





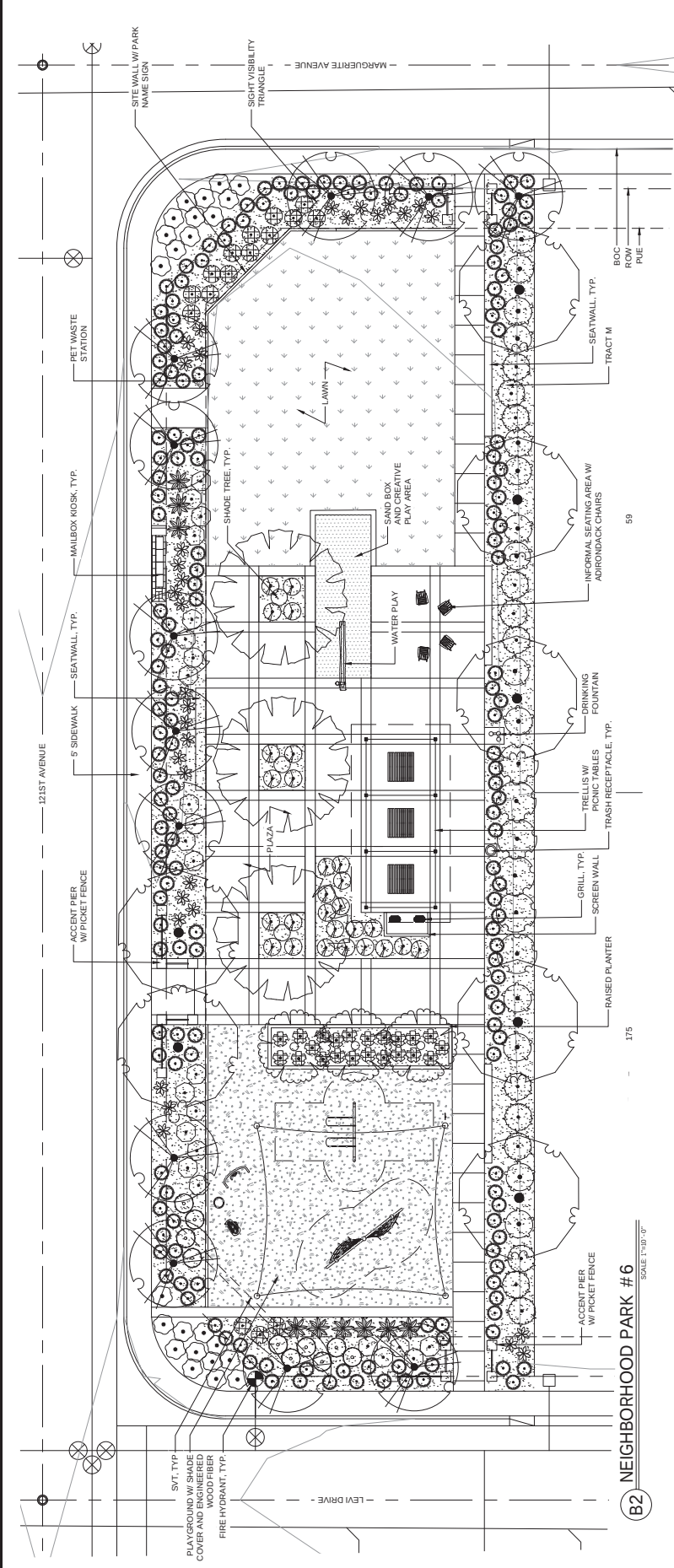
PROJECT PHASE	
PRELIMINARY PLAN	☒
CONSTRUCTION DOCUMENTS	☐
ISSUE FOR BIDDING	☐
ISSUE FOR CONSTRUCTION	☐

REVISIONS	
NO.	DESCRIPTION

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 2 LANDSCAPE
PLANTING PLAN - PHASE 2 - NEIGHBORHOOD PARK #6

DRAWN	SV/TH
CHECKED	JD
DATE	11/14/18
SCALE	AS SHOWN
JOB NO.	1704
SHEET	LP-202
OF 23 SHEETS	



LEGEND

PROPERTY BOUNDARY
SIGHT/VISIBILITY TRIANGLE
PUBLIC UTILITY EASEMENT
ROW

0 10 20 30 40 50 60 Feet
SCALE 1" = 10'

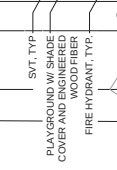
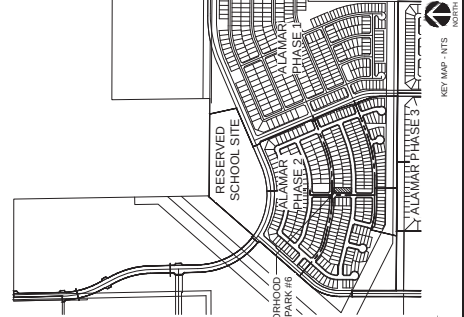
NORTH

PLANT SCHEDULE - NEIGHBORHOOD PARK #6

BOTANICAL NAME / COMMON NAME	CONT	QTY
TREES		
Parkinsonia 'Desert Museum' / Desert Museum Palo Verde	24" Box	12
Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	2
Prosopis juliflora / Chilean Mesquite	24" Box	3
Prunus persica 'Earligrande' / Earligrande Peach	15 Gal.	3
SHRUBS		
Bougainvillea 'Rosenka' / Bougainvillea	5 Gal.	10
Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal.	15
Convolvulus escurum / Bush Morning Glory	1 Gal.	16
Dodonaea viscosa 'Green' / Green Hopseed Bush	5 Gal.	17
Eremophila glabra 'Mingnew Gold' / Emu Bush	1 Gal.	24
Hesperaloe parviflora / Giant Yucca	5 Gal.	9
Hesperaloe parviflora 'Brakeights' TM / Brakeights Red Yucca	1 Gal.	33
Lantana x 'New Gold' / New Gold Lantana	1 Gal.	176
Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	25
Ruellia brittoniana / Blue Bell	1 Gal.	27
Vauquelinia californica / Arizona Rosewood	5 Gal.	5
GROUND COVERS		
Cynodon dactylon 'Midiron' / Bermuda Grass	Sod	3,085 sf

INERT MATERIAL - NEIGHBORHOOD PARK #6

	ENGINEERED WOOD FIBER
	SAND
	NATURAL DESERT PAVEMENT 3" Minus - Express Carrel by Granite Express
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	BOULDERS Landscape Boulder



PROJECT PHASE	
PRELIMINARY PLAN	☒
CONSTRUCTION DOCUMENTS	☐
ISSUE FOR BIDDING	☐
ISSUE FOR CONSTRUCTION	☐

REVISIONS	
NO.	DESCRIPTION

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 2 LANDSCAPE
PLANTING PLAN - PHASE 2 - NEIGHBORHOOD PARK #6

DRAWN	SV/TH
CHECKED	JD
DATE	11/14/18
SCALE	AS SHOWN
JOB NO.	1704
SHEET	LP-202
OF 23 SHEETS	



SWABACK
ARCHITECTS + PLANNERS
2000 N. CENTRAL AVENUE, SUITE 200
SCOTTSDALE, ARIZONA 85250
480.367.2000 | www.swaback.com

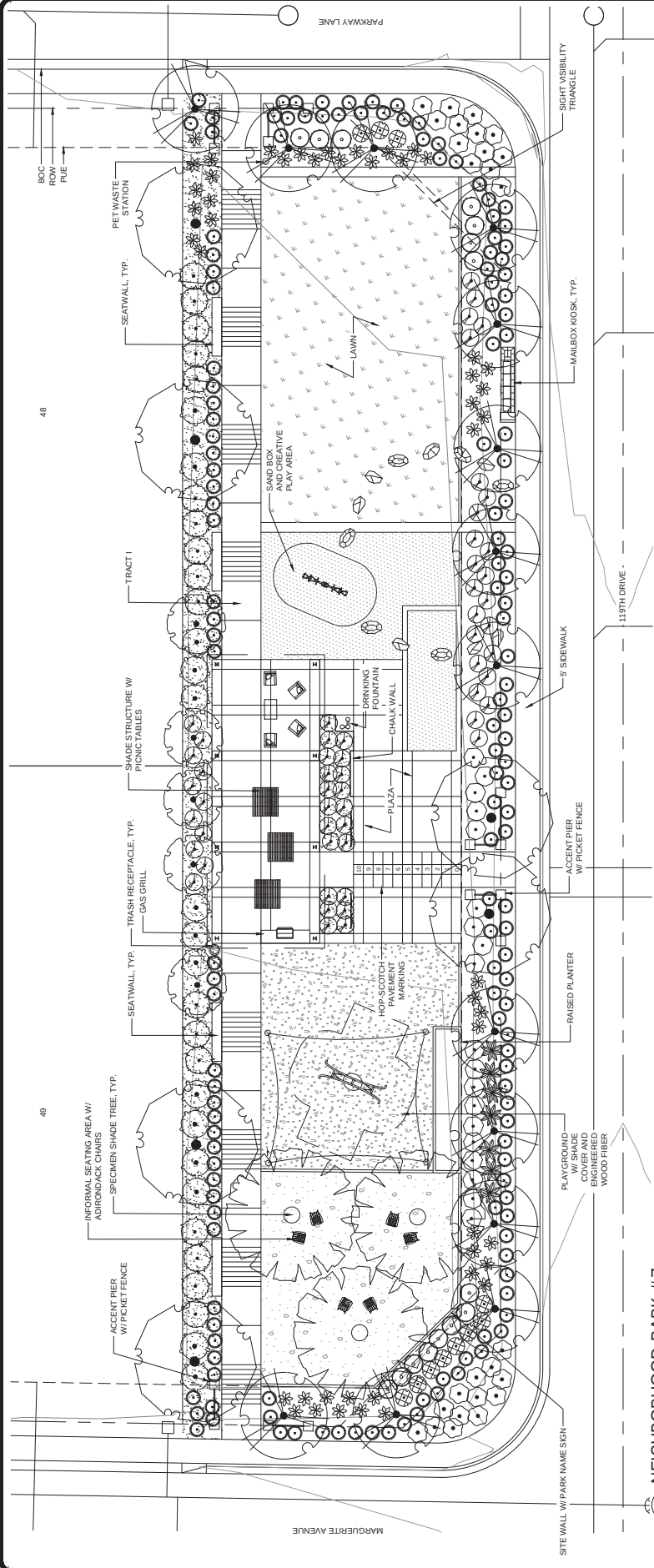
PROJECT PHASE	
☒ PRELIMINARY PLAN	CONSTRUCTION DOCUMENTS
☐ ISSUE FOR BIDDING	ISSUE FOR CONSTRUCTION

REVISIONS	
NO.	DESCRIPTION

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAN - PHASE 2 LANDSCAPE
PLANTING PLAN - PHASE 2 - NEIGHBORHOOD PARK # 7

DATE: 11/14/18	SY/TH
CHECKED: JD	SY/TH
SCALE: AS SHOWN	SY/TH
JOB NO.: 1704	SY/TH
SHEET: 1704	SY/TH
LP-203	SY/TH
OF 25 SHEETS	SY/TH



B3 NEIGHBORHOOD PARK # 7

SCALE 1"=10'-0"

INERT MATERIAL - NEIGHBORHOOD PARK 5

ENGINEERED WOOD FIBER

SAND

NATURAL DESERT PAVEMENT

3" Minus - Express Camel by Granite Express

1 1/2" Minus - Express Brown by Granite Express

COMPACTED D.G.

BOULDERS

Landscape Boulder

BOTANICAL NAME / COMMON NAME	CONT	QTY
Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	14
Pistacia chinensis 'Red Rust' / Red Rust Chinese Pistache	24" Box	2
Prosopis chilensis / Chilean Mesquite	24" Box	3
BOTANICAL NAME / COMMON NAME		
Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	15
Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal.	14
Convolvulus creorum / Bush Morning Glory	1 Gal.	11
Didonea viscosa 'Green' / Green Hopsed Bush	5 Gal.	21
Eremophila glabra 'Mingnew Gold' / Emu Bush	1 Gal.	26
Hesperaloe parviflora / Giant Yucca	5 Gal.	7
Hesperaloe parviflora 'Brake Lights' TM / Brake Lights Red Yucca	1 Gal.	49
Lantana x 'New Gold' / New Gold Lantana	1 Gal.	155
Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	19
Ruellia brittoniana / Blue Bell	1 Gal.	54
BOTANICAL NAME / COMMON NAME		
Cynodon dactylon 'Midiron' / Bermuda Grass	Sod	2,855 sf

GROUND COVERS

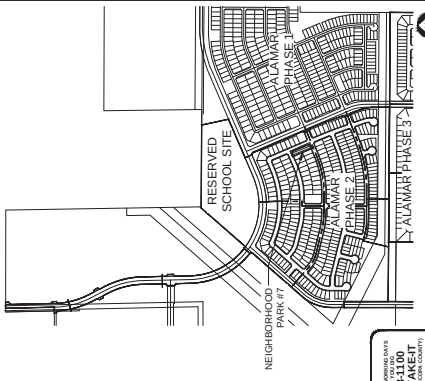


LEGEND

PROPERTY BOUNDARY	---
SIGHT VISIBILITY TRIANGLE	---
# PUBLIC UTILITY EASEMENT	---
R.O.W.	---



CALL THE WORKING DAY
602-263-1100
1-800-STAKE-IT
CONTACT NEIGHBORHOOD COUNTY



ORDINANCE NO. 1651-518

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 1,130 GROSS ACRES GENERALLY LOCATED FROM DYSART ROAD TO THE WEST TO AVONDALE BOULEVARD TO THE EAST, $\frac{3}{4}$ MILE SOUTH OF LOWER BUCKEYE ROAD, AND $\frac{1}{4}$ MILE NORTH OF SOUTHERN AVENUE, AS SHOWN IN APPLICATION PL-17-0223, FROM RURAL RESIDENTIAL-43 (RR-43) TO LAKIN PROPERTY PLANNED AREA DEVELOPMENT (LAKIN PAD).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas"), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for a $\pm 1,130$ acre parcel of real property from Rural Residential-43 (RR-43) to Lakin Property Planned Area Development (Lakin Property PAD); and

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

WHEREAS, on April 19, 2018, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

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

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

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

SECTION 2. The $\pm 1,130$ acre parcel of real property generally located from Dysart Road to the west to Avondale Boulevard to the east, $\frac{3}{4}$ mile south of Lower Buckeye Road, and $\frac{1}{4}$ mile north of Southern Avenue, as shown in Application PL-17-0223, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby rezoned from Rural Residential-43 (R-43) to Lakin Property Planned Area Development (Lakin Property PAD), subject to the City of Avondale adopted codes, requirements, standards and regulations and the following stipulations:

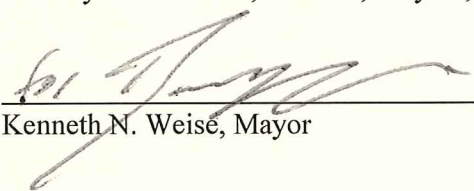
1. Development shall conform to the Lakin Property PAD Narrative date stamped April 2, 2018, except as modified by these conditions.

2. All off-site improvements on Avondale Boulevard shall be completed in the first phase of development, except for the northern most 600' of Avondale Boulevard adjacent to the northeast corner of property. The northern most 600 feet of Avondale Boulevard must be completed prior to issuance of a permit for improvements to (i) the adjacent commercial site or (ii) the adjacent public safety site.

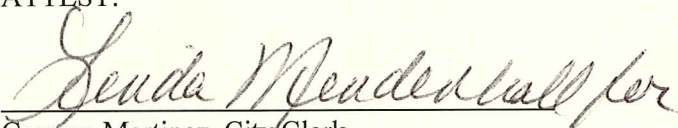
SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 21, 2018.


Kenneth N. Weise, Mayor

ATTEST:


Carmen Martinez, City Clerk

APPROVED:

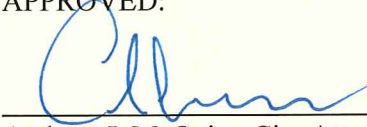

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1651-518

[Legal Description and Map]

See following pages.

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 1 of 5

PARCEL DESCRIPTION Lakin Property PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 2 of 5

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 3 of 5

THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 4 of 5

AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

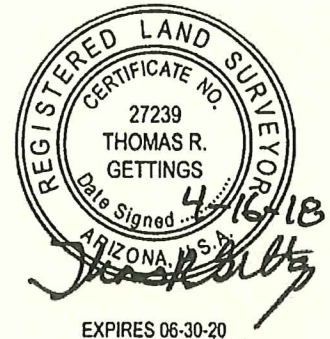
THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18.docx



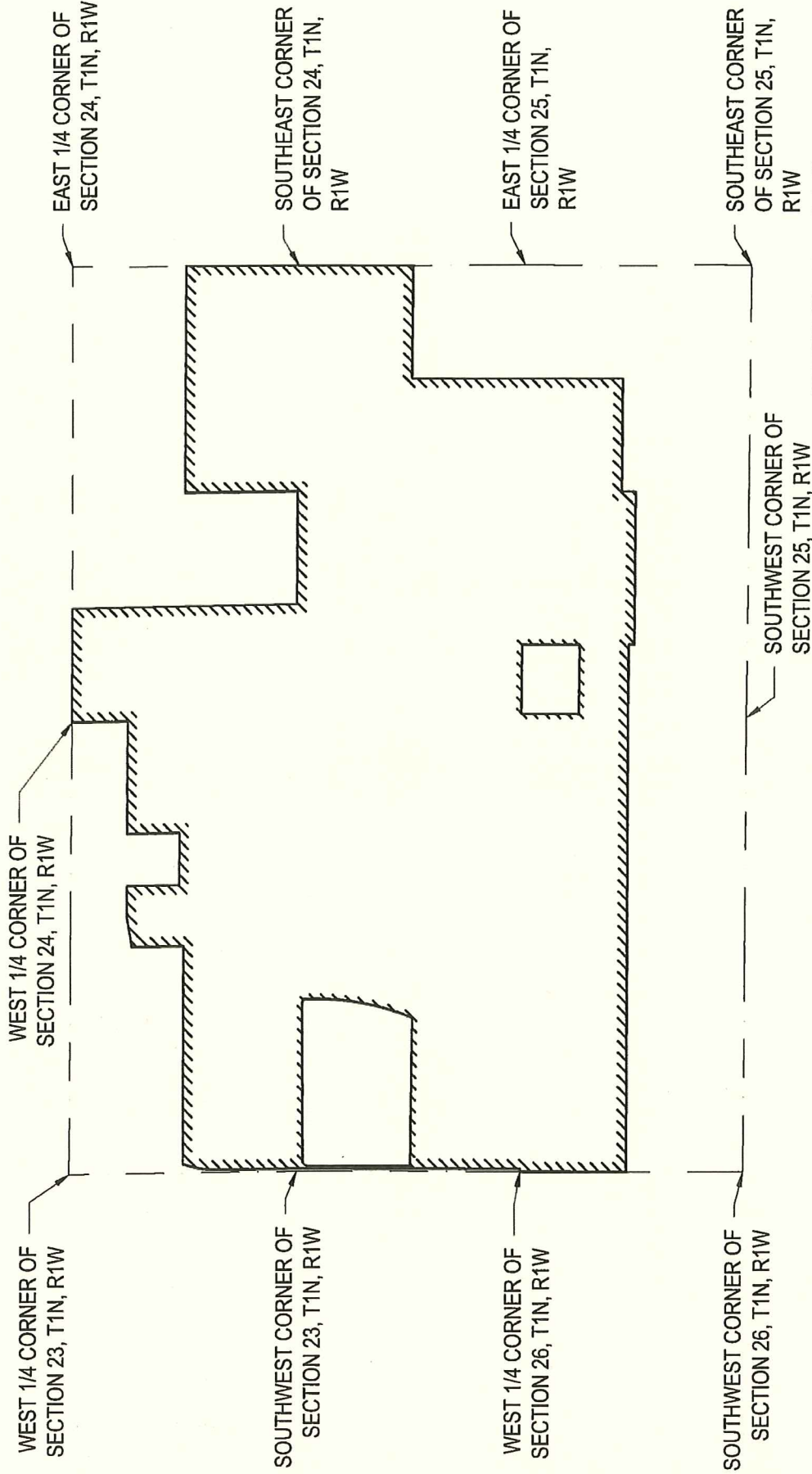


EXHIBIT "A"

LAKIN RANCH
PAD SUBMITTAL

09/13/17

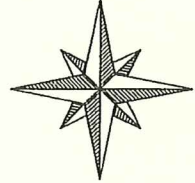
WP# 174612

PAGE 1 OF 1

NOT TO SCALE

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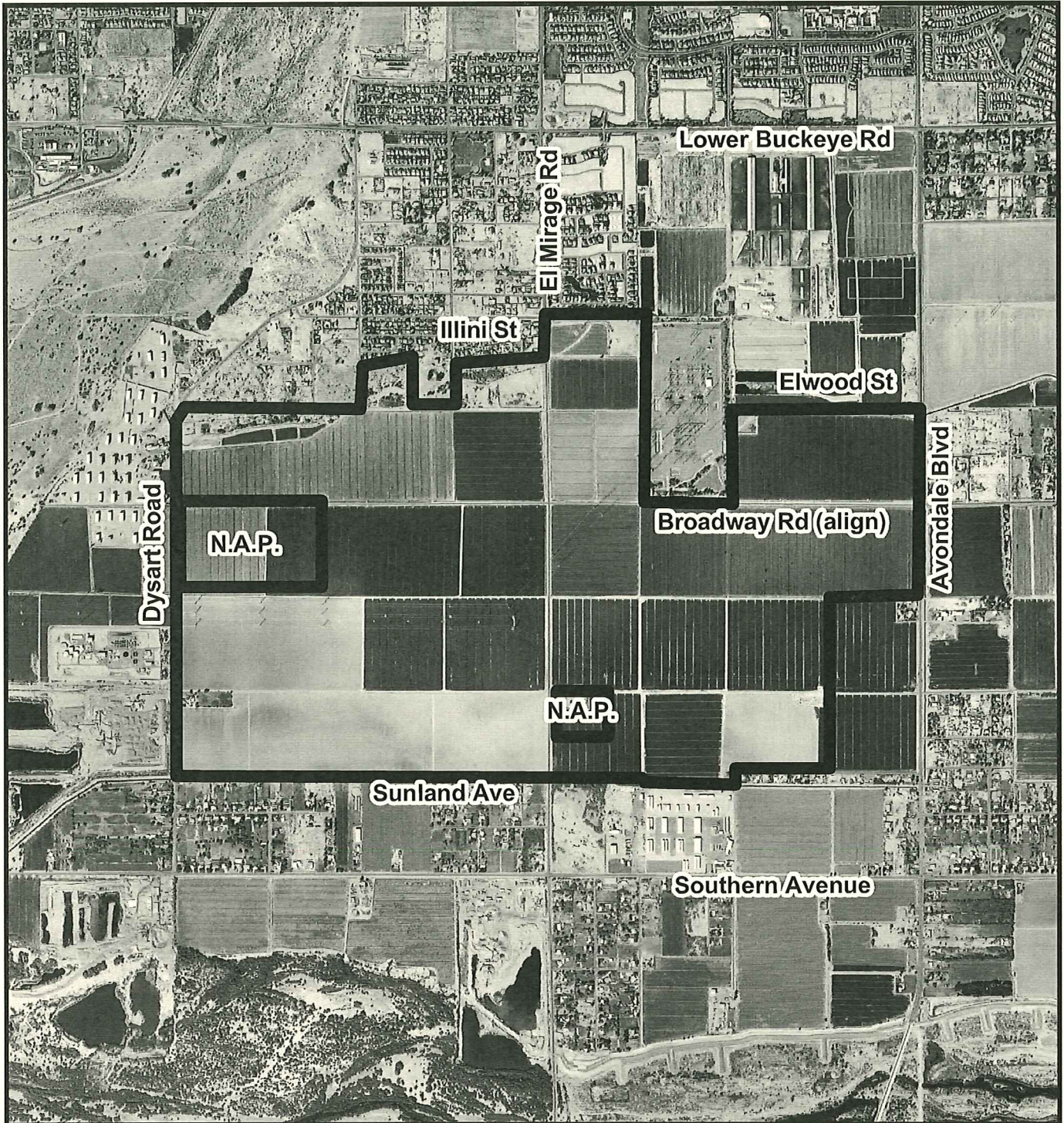
N



Thomas R. Gettings
Date Signed 9-13-17
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 27239
THOMAS R. GETTINGS
STATE OF ARIZONA

EXPIRES 06-30-20

WOOD/PATEL
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WWW.WOODPATEL.COM



Aerial / Location Map



Avondale



Subject Property

Exhibit G

Alamar Preliminary Plats Phase 2 & Phase 3

Excerpt of Planning Commission Meeting Notes
April 18, 2019

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

Thursday, April 18, 2019
6:00 P.M.

I. CALL TO ORDER

Chair Van Leuven called the Regular Meeting to order at approximately 6:00 p.m.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

Rusty Van Leuven, Chair
Lisa Amos – Vice Chair
Maribel Guerrero, Alternate
David Iwanski, Commissioner
Lisa Osborne, Commissioner

COMMISSIONERS UNEXCUSED

Linda Warren, Commissioner
Christopher Thompson, Commissioner
Denise Stanfield, Commissioner

CITY STAFF PRESENT

Jodie Novak, Planning Manager
Rick Williams, Senior Planner
Ken Galica, Lead Planner
Michelle Pelishek, Planner
Michael Wawro, City Attorney

III. OPENING STATEMENT

Chair Van Leuven read the Opening Statement.

IV. APPROVAL OF MINUTES

Chair Van Leuven invited a motion to approve the minutes. Commissioner Iwanski moved to accept the minutes from the March 21, 2019, regular meeting as presented. Vice Chair Amos seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Aye
Lisa Amos	Aye
David Iwanski	Aye
Lisa Osborne	Aye

The motion was approved 4 to 0.

V. PUBLIC HEARING ITEMS:

1. PL-18-0322 Alamar Phase 2 Preliminary Plat

The Planning Commission will consider a request by Frank Koo with Wood, Patel & Associates for approval of the Alamar Phase 2 Preliminary Plat. The plat includes approximately 122.4 acres located at the southwest corner of Broadway Road and the Alamar Parkway alignment, El Mirage Road. The proposed plat subdivides the land into 346 single-family residential lots, common open space, and landscape areas. Staff contact: Rick Williams

Mr. Williams noted that the official groundbreaking for the Alamar Project had occurred two weeks prior. He stated that although the presentation would cover both Phase 2 and Phase 3 Preliminary Plats (PL-18-0322 and PL-18-0323), they would each need their own motion.

Mr. Williams provided the following highlights:

- Phase 1 was through the final plat stage
- Phase 2 and Phase 3 (boundaries outlined in presentation)
- Phase 2 contains 122.4 acres, three lot sizes ranging from 5,175 square feet up to 7,200 square feet
- Three formative parks associated with Phase 2 (about ½ acre in size) and contain specific amenities such as in turf areas, shaded ramadas, and other types of small scale amenities
- Phase 3 has 317 lots, four lot from 5,175 square feet up to 9,100 square feet – the largest lot in the development
- Phase 3 contains four parks
- Development conforms to the General Plan 2030 but more specifically to the PAD (development standards are reasonable and not detrimental to anyone in surrounding area)
- Conditions of approval of both Phase 2 and 3 are reasonable to ensure conformance with provisions as outlined by the development agreement, the PAD, and City code and ordinances

- Staff recommends approval of Phase 2, subject to conditions of approval in staff's report, and staff recommends approval of Phase 3, also subject to conditions of approval in staff's report
- First neighbourhood park will be developed in conjunction with Phase 1, in addition to the community park, which includes swimming pool, playground splash pad and other amenities; the formative park within each of the communities is more passive (diagram shown): Formative park #5 and although each of the 7 parks are a little bit different, they are all similar, with mailboxes, shaded ramadas, open space lawn (small scale)

Chair Van Leuven invited a motion to approve PL-18-0322. Vice Chair Amos moved to approve matter PL-18-0322 Alamar Phase 2 Preliminary Plat, subject to conditions of approval in staff's report. Commissioner Osborne seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Aye
Lisa Amos	Aye
David Iwanski	Aye
Lisa Osborne	Aye

The motion was approved 4 to 0.

2. **PL-18-0323 Alamar Phase 3 Preliminary Plat**

The Planning Commission will consider a request by Frank Koo with Wood, Patel & Associates for approval of the Alamar Phase 3 Preliminary Plat. The plat includes approximately 99.4 acres located north of Sunland Avenue and east of the Alamar Parkway Alignment, El Mirage Road. The proposed plat subdivides the land into 317 single-family residential lots, common open space, and landscape areas.

Staff contact: Rick Williams

Chair Van Leuven invited a motion to approve PL-18-0323. Commissioner Iwanski moved to approve matter PL-18-0323 Alamar Phase 3 Preliminary Plat, subject to conditions of approval in staff's report. Commissioner Osborne seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Aye
Lisa Amos	Aye
David Iwanski	Aye
Lisa Osborne	Aye

The motion was approved 4 to 0.

With no further business, the meeting concluded at approximately 6:35 p.m.

FOR SPECIAL ACCOMMODATIONS

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

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, impresión grande o intérprete, deben comunicarse con la Secretaría de la Ciudad al 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta.

Staff Signature

Date



CITY COUNCIL REPORT

SUBJECT: Alamar Phase 3 Preliminary Plat (Application PL-18-0323)

MEETING DATE: 5/20/2019

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. Frank Koo, Wood Patel & Associates, for approval of the Alamar Phase 3 Preliminary Plat, subdividing 99.4 acres of land into 317 single-family residential lots, located north of Sunland Avenue and east of the Alamar Parkway alignment, El Mirage Road. Council will take appropriate action.

BACKGROUND:

The subject request is for the Phase 3 Preliminary Plat submitted by Brookfield Residential which subdivides 99.4 acres of land located south of Phase 2 and east of El Mirage Road into 317 single-family lots (EXHIBIT A).

The Alamar master planned community is approximately 1,124 acres and is bordered by Avondale Boulevard on the east, Dysart Road on the west, Illini Street alignment on the north (approximately ¾-mile south of Lower Buckeye Road), and Sunland Avenue alignment to the south (¼-mile north of Southern Avenue). On May 21, 2018, Council approved the annexation and rezoning for the Alamar Planned Area Development. Additionally, Council also approved a Pre-Annexation Development Agreement (PADA) with Brookfield Residential which details Brookfield's responsibilities for the Alamar development and reimbursement to the City for their proportionate share of the Rigby Water Company and approved the formation of a Community Facilities District (CFD) for the financing of Alamar's necessary infrastructure. Lastly, on September 17, 2018, Council approved the Alamar Phase I Preliminary Plat effectively subdividing 138.57 acres of land into 461 single-family residential lots.

Existing uses surrounding the property are as follows:

NORTH: Portions of Phases 1 and 2 of the Alamar residential development.

EAST: Eastern property line of the Alamar development and then vacant undeveloped land zoned C-2.

SOUTH: A combination of single-family residential on larger rural lots and agriculture uses. One-quarter mile south is Southern Avenue, which is anticipated to be the future alignment of ADOT's SR30 freeway (subject to

final approval by ADOT).

WEST: Vacant undeveloped land reserved for future phases of the Alamar development.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Preliminary Plat (EXHIBIT D) for Phase 3 of the Alamar Planned Area Development. The plat subdivides the 99.4-acre site into 317 single-family residential lots. The Phase 3 Preliminary Plat creates four lot sizes; 45' x 115' (71 lots), 50' x 120' (95 Lots), 60' x 120' (70 Lots), and 70' x 130 (81 lots) ranging from 5,175 sq. ft. to 9,100 sq. ft. The open space tracts total 30.3 acres and include four neighborhood parks. The plat also includes landscaping, open space details, recreational amenities, pedestrian paths, multi-use trails, perimeter walls, and entry signage. The plat dedicates to the City of Avondale required rights-of-way, easements, and tracts.

PUBLIC PARTICIPATION:

Preliminary Plats are not public hearing items; thus, no public notifications are required. However, as is the City's policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. As of the writing of this report, Staff has not been contacted by any member of the public regarding this request.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a hearing on this item on April 18, 2019 (EXHIBIT G). Commission had the following questions and comments during the question and answer portion of the session:

- Commissioner Iwanski asked if the formative parks contained all passive amenities. Staff stated that was correct and that the Beacon Park being built in Phase 1 contained the majority of the active amenities.
- Commissioner Iwanski asked if there was a conjunctive use agreement between the Littleton Elementary School District and Brookfield Residential. Staff stated that there was an agreement in place with the school district that will allow residents of Alamar to utilize specific school facilities on an after-hour basis
- Chairman Van Leuven asked if headlight intrusion had been addressed on the Phase 2 and Phase 3 plats. Staff stated that as part of the review process headlight intrusion had been addressed on the plats.

Planning Commission recommended approval 4-0 of the Alamar Phase 3 Preliminary Plat, subject to the recommended conditions of approval.

ANALYSIS:

The Alamar PAD includes a Land Use Budget that establishes the baseline parameters for the Alamar development with respect to density, lot size, and housing product distribution. The Land Use Budget ensures a variety of land use and densities occur in incremental stages that align with the total overall units allowed by the underlying General Plan land use designations. The Land Use Budget lot sizes will be reviewed by the City during the Preliminary and Final Plat processes for future phases ensuring compliance with the General Plan and the PAD.

The Phase 3 Preliminary Plat request is the third Preliminary Plat submitted in the Southeast Planning Unit of the Alamar Development which is planned for 1,190 residential units. The Preliminary Plat complies with the Alamar PAD, meets the requirements of the City's Subdivision Ordinance, and conforms to the City's recently adopted Single-Family Residential Design Manual.

Landscape, entry monumentation, amenities, and wall plans are also included as part of the Preliminary Plat (EXHIBIT E). The open space includes a variety of forms, including but not limited to:

- Four Neighborhood Parks – Neighborhood Parks are roughly 0.5 acres and strategically embedded in each grouping of neighborhoods. Each of these parks will provide creative play opportunities with programming specific to each neighborhood's needs including ramadas, picnic shelters, and shade structures. Formative Parks will not include any retention areas.
- The Phase 3 Preliminary Plat establishes early connections to the planned trails network. The second and third phases of the Greenway Trail Link will be constructed with the development. This trails system will eventually connect with the Parkway Trail Link, the East-West Connector Trail, and the Regional Trail Connector.
- Alamar Phase 3 development will be accessed by the future Alamar Parkway alignment and the future Chambers Avenue alignment. The developer will be responsible for the dedication and construction of each of the roadways associated with Phase 3. Future right-of-way improvements will be completed as additional phases of development occur. Details of the rights-of-way are as follows:
 - Alamar Parkway & Chambers Avenue (Minor Collector) – 80 feet of right-of-way for the ultimate width improvements which consist of one travel lane in each direction, center turn lane, curb, gutter, sidewalk, and street lights.
 - Neighborhood Entry – 60 feet of right-of-way for the ultimate width improvements which consist of one travel lane in each direction, raised median, curb, gutter, sidewalk, and street lights.
 - Local Roadway – 50 feet of right-of-way for the ultimate width improvements which consist of one travel lane in each direction, curb, gutter, sidewalk, and street lights.

Enhanced entry/gateway monumentation and overall project theming will be provided within the community and at each of the entrances. A perimeter wall will be designed to provide for community security, safety, and will be enhanced by the development's landscape plan. The wall designs conform with the representations in the Alamar PAD.

The Alamar will utilize development standards unique to each housing product type and land use zone. The regulations and provisions, as well as, the development standards are contained within the approved Alamar PAD and will take precedence over regulatory standards contained in the Avondale Zoning Ordinance. The primary goal of these standards is to encourage creative and flexible community-oriented neighborhoods, establish architectural design, and incorporate a landscape strategy that reinforces the importance of streetscape design. All future builders will be required to receive approval through the City's Residential Design Review process to confirm that all future housing product conforms to these standards.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

Brookfield Residential has reached a donation agreement with the Littleton Elementary School District. The ultimate elementary school site location has been determined and will be located north of Broadway Road between the Beacon Community Park and the 30-acre regional park. Additionally, there are provisions written into the donation agreement with the school district that will allow residents of Alamar to utilize specific school facilities on an after-hour basis.

DISCUSSION:

Staff recommends approval of this request for the following reasons:

1. The Phase 3 Preliminary Plat is in direct conformance with the General Plan 2030 Land Use Map for the 1,124-acre Alamar development.
2. The Phase 3 Preliminary Plat is in conformance with the overall Alamar PAD Development Plan and the Land Use Budget for the Southeast Planning Unit.
3. 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 Goals and Objectives:

INITIATIVE: Foster sustainable community development

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

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

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

BUDGET IMPACT:

This item has no budgetary impact.

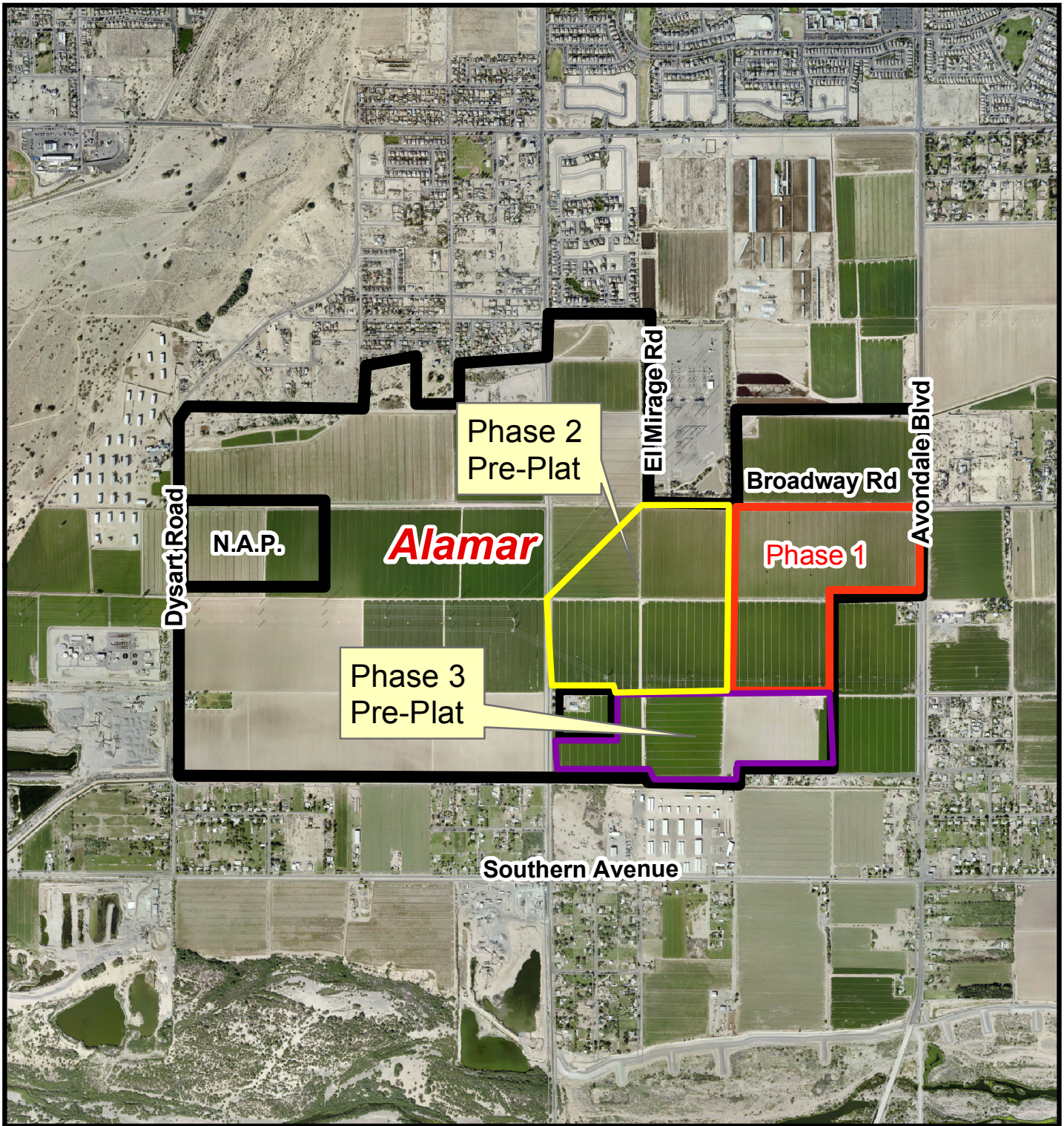
RECOMMENDATION:

Staff recommends that City Council **APPROVE** application PL-18-0323 with five (5) recommended conditions of approval as follows:

1. Development of Alamar Phase 3 shall conform to the following documents, except as modified by these conditions of approval:
 - a. The Alamar Phase 3 Preliminary Plat date stamped April 1, 2019 and attached as staff report Exhibit D.
 - b. The Alamar Phase 3 Conceptual Landscape, Amenity, and Wall Plan date stamped February 13, 2019 and attached as staff report Exhibit E.
2. In accordance with the approved Alamar Development Agreement, approval of the Preliminary Plat shall be effective for a period of two years from the date of Council approval and may be extended for an additional period of two years upon application by the Developer and written approval of the Director of Development & Engineering Services.
3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
4. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required in accordance with Article 13 of the approved Alamar Pre-Annexation Development Agreement (Resolution No. 3454-518).
5. Approval of this subdivision plat is conditioned upon conformance with the conditions of approval included in the Alamar PAD, Ordinance No. 1651-516, as approved by the Avondale City Council on May 21, 2018 and attached as staff report Exhibit F.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-18-0323, a request to approve the Alamar Phase 3 Preliminary Plat, subject to the five (5) recommended conditions of approval.

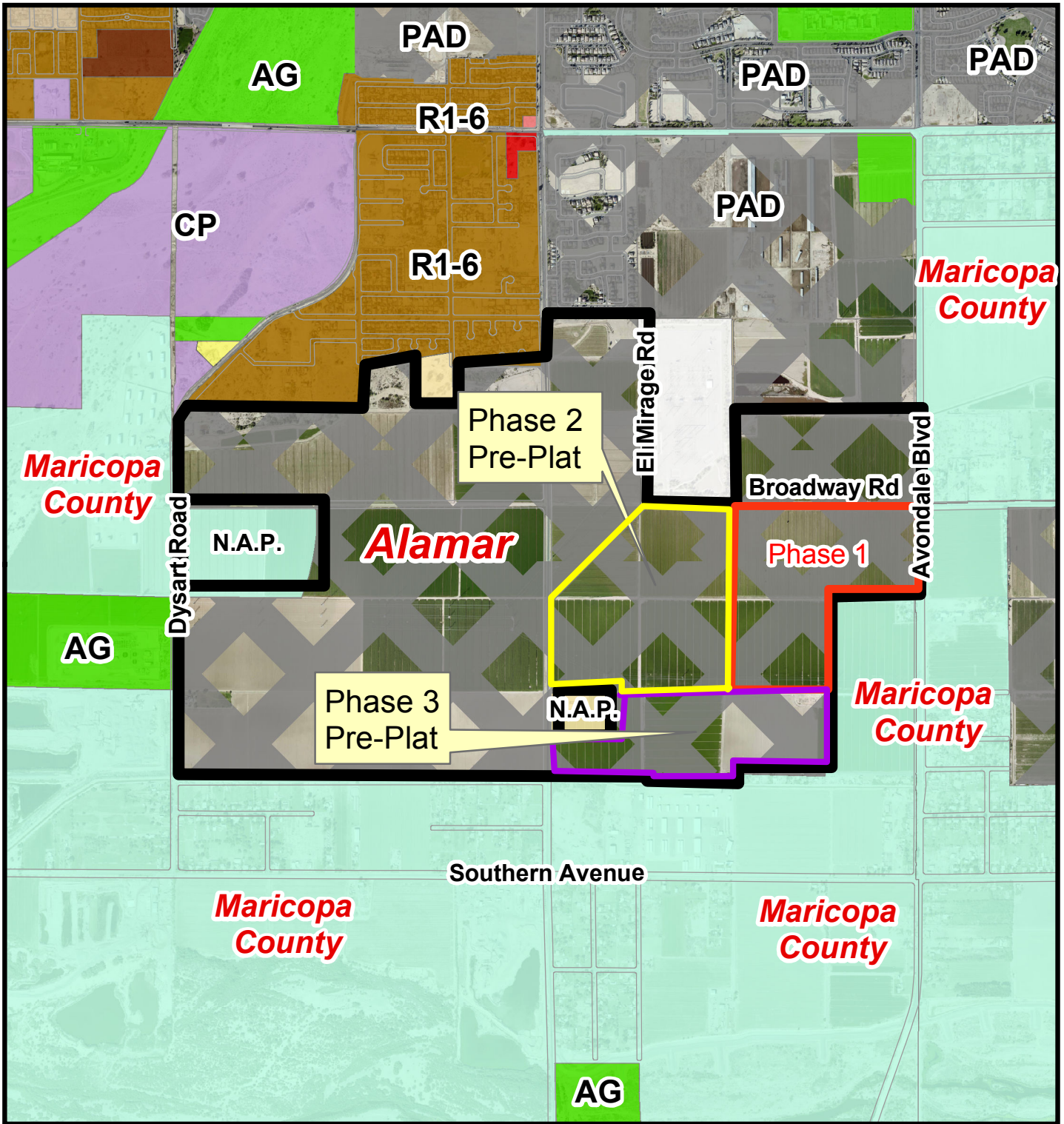


Aerial Vicinity Map



Subject Property



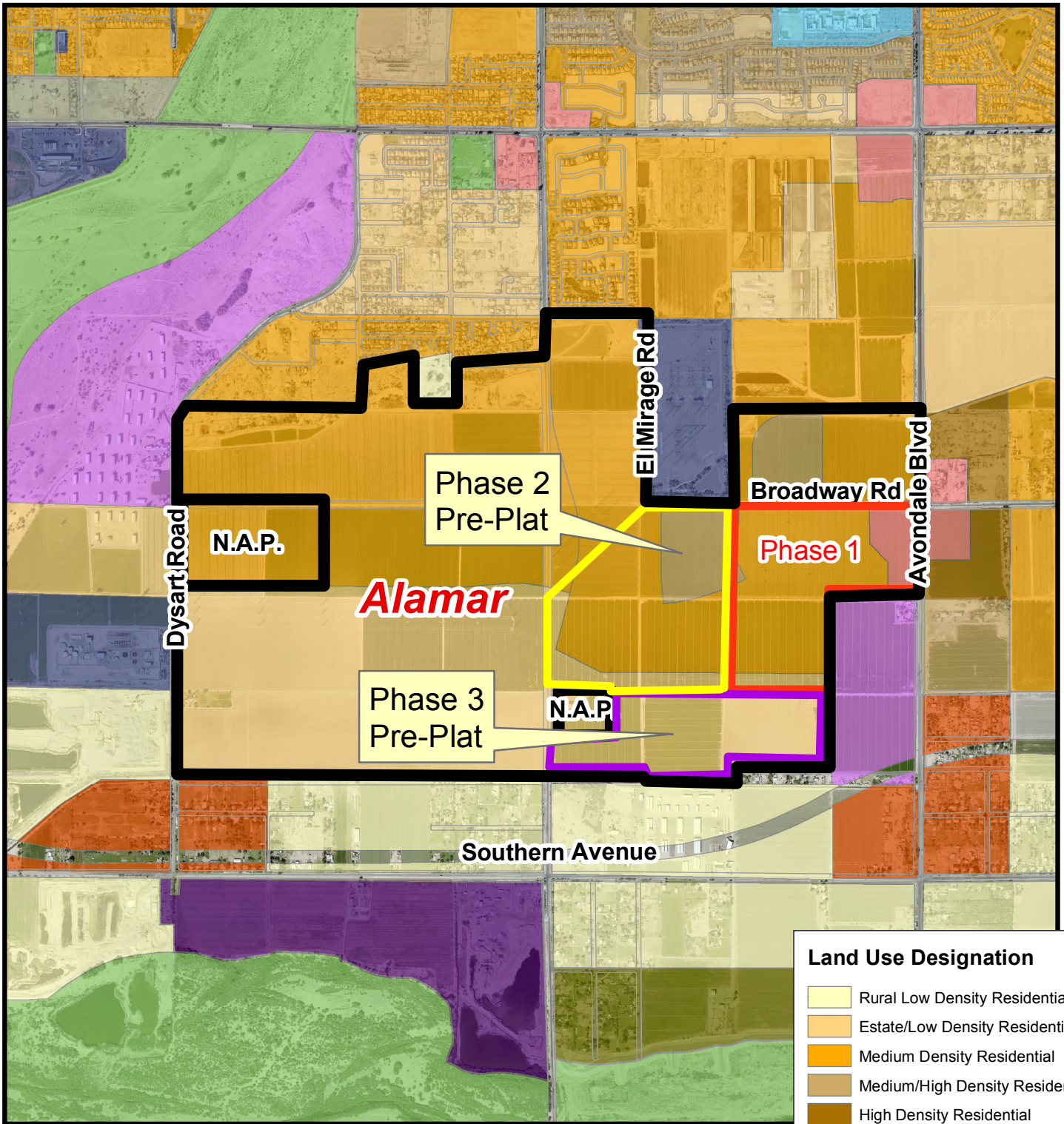


Zoning Map



 Subject Property





Land Use Designation

- Rural Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Office/Professional
- Industrial
- Mixed Use
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Civic
- Education

General Plan Land Use Map



Subject Property



Submitted April 1, 2019

Exhibit D

PRELIMINARY PLAT

ALAMAR - PHASE 3

A REPLAT OF TRACT RR OF THE FINAL PLAT OF ALAMAR PHASE 1
AND A PROPOSED SUBDIVISION OF A PORTION OF SECTIONS 25 AND 26
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

TRACT RR, ALAMAR-PHASE 1, RECORDED IN BOOK ., PAGE ., MARICOPA COUNTY RECORDS (M.C.R.),
AND A PARCEL OF LAND WITHIN SECTIONS 25 AND 26, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25, A 3-INCH MARICOPA COUNTY
HIGHWAY DEPARTMENT (M.C.H.D.) BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST
CORNER OF SAID SECTION 25, A 3-INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION,
(M.C.D.O.T.) BRASS CAP IN HANDHOLE, BEARS NORTH 00°07'00" EAST (BASIS OF BEARING), A
DISTANCE OF 2615.86 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, NORTH
00°07'00" EAST, A DISTANCE OF 688.13 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID WEST LINE, SOUTH 89°52'53" EAST, A DISTANCE OF 40.00 FEET, TO THE EAST
LINE OF THE WEST 40 FEET OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°07'00" WEST, A DISTANCE OF 588.35 FEET, TO THE NORTH
LINE OF THE SOUTH 100 FEET OF THE NORTH HALF OF SAID SECTION 25;

THENCE LEAVING SAID EAST LINE, ALONG SAID NORTH LINE, SOUTH 89°34'11" EAST, A DISTANCE
OF 2007.07 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT RR;

THENCE LEAVING SAID NORTH LINE, ALONG THE WEST LINE OF SAID TRACT RR, NORTH 00°00'00"

WEST, A DISTANCE OF 208.47 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET,
CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 19°09'56", A DISTANCE OF 173.94 FEET, TO
THE CURVES END;

THENCE NORTH 19°09'56" WEST, A DISTANCE OF 151.76 FEET, TO THE NORTHWEST CORNER OF SAID
TRACT RR;

THENCE LEAVING SAID WEST LINE, ALONG THE NORTH LINE OF SAID TRACT RR, NORTH 70°50'04"
EAST, A DISTANCE OF 80.00 FEET, TO THE NORTHEAST CORNER OF SAID TRACT RR;

THENCE LEAVING SAID NORTH LINE, ALONG THE EAST LINE OF SAID TRACT RR, SOUTH 19°09'56"

EAST, A DISTANCE OF 151.76 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET,
CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 19°09'56", A DISTANCE OF 200.70 FEET, TO
THE CURVES END;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 209.07 FEET, TO THE SOUTHEAST CORNER OF SAID
TRACT RR AND SAID NORTH LINE OF THE SOUTH 100 FEET OF THE NORTH HALF OF SECTION 25;

THENCE LEAVING SAID EAST LINE, ALONG SAID NORTH LINE, SOUTH 89°34'11" EAST, A DISTANCE
OF 1191.50 FEET, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SAID SECTION 25;

THENCE LEAVING SAID NORTH LINE, ALONG SAID EAST LINE, SOUTH 00°05'32" WEST, A DISTANCE
OF 100.00 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER;

THENCE LEAVING SAID EAST LINE, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 25, SOUTH 00°05'36" WEST, A DISTANCE OF 1146.52 FEET, TO
THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SAID
NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER;

THENCE LEAVING SAID EAST LINE, ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTH
HALF OF THE SOUTH HALF OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH

89°32'04" WEST, A DISTANCE OF 1306.23 FEET, TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF
THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER AND THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 25;

THENCE LEAVING SAID NORTH LINE, ALONG SAID EAST LINE, SOUTH 00°05'54" WEST, A DISTANCE
OF 163.67 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER;

THENCE LEAVING SAID EAST LINE, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 25, NORTH 00°23'00" WEST, A DISTANCE OF 1768.47 FEET, TO
THE WEST LINE OF THE EAST 28 RODS OF SAID NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER;

THENCE LEAVING SAID SOUTH LINE, ALONG SAID WEST LINE, NORTH 00°06'27" EAST, A DISTANCE
OF 66.00 FEET, TO THE NORTH LINE OF THE SOUTH 66 FEET OF SAID NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER;

THENCE LEAVING SAID WEST LINE, ALONG SAID NORTH LINE, NORTH 89°32'00" WEST, A DISTANCE
OF 844.44 FEET, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE LEAVING SAID NORTH LINE, ALONG THE NORTH LINE OF THE SOUTH 66 FEET OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26, NORTH 89°51'06" WEST, A
DISTANCE OF 40.00 FEET, TO THE WEST LINE OF THE EAST 40 FEET OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE, ALONG SAID WEST LINE, NORTH 00°07'00" EAST, A DISTANCE
OF 448.60 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 44°43'36" WEST, A DISTANCE OF 42.54 FEET, TO THE
WEST LINE OF THE EAST 70.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID WEST LINE, NORTH 00°07'00" EAST, A DISTANCE OF 80.00 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 45°16'24" EAST, A DISTANCE OF 42.31 FEET, TO SAID
WEST LINE OF THE EAST 40 FEET OF THE SOUTHEAST QUARTER;

THENCE ALONG SAID WEST LINE, NORTH 00°07'00" EAST, A DISTANCE OF 653.14 FEET, TO THE SOUTH
LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26;

THENCE LEAVING SAID WEST LINE, ALONG THE WEST LINE OF THE EAST 40 FEET OF SAID
NORTHEAST QUARTER, NORTH 00°07'00" EAST, A DISTANCE OF 688.13 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°52'53" EAST, A DISTANCE OF 40.00 FEET, TO THE
POINT OF BEGINNING;

EXCEPT THE FOLLOWING PROPERTY DESCRIBED IN DOCUMENT 2017-0704314, MARICOPA COUNTY
RECORDS (M.C.R.):

THE WESTERLY 840.07 FEET OF THE NORTHERLY 468.35 FEET OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTHERLY 40.00 FEET AND THE WESTERLY 55.00 FEET

ALSO EXCEPT THE FOLLOWING PROPERTY DESCRIBED IN DOCUMENT 2017-0799341, MARICOPA
COUNTY RECORDS (M.C.R.):

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY
840.07 FEET OF NORTHERLY 468.35 FEET OF NORTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA;

CONTAINING 4,865,106 SQUARE FEET OR 111.6875 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

THIS PARCEL DESCRIPTION IS BASED ON CLIENT PROVIDED INFORMATION AND IS LOCATED WITHIN
AN AREA SURVEYED BY WOOD, PATEL & ASSOCIATES, INC. DURING THE MONTH OF APRIL, 2018.

ANY MONUMENTATION NOTED IN THIS PARCEL DESCRIPTION IS WITHIN ACCEPTABLE TOLERANCE
(AS DEFINED IN ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS DATED 02/14/2002) OF SAID
POSITIONS BASED ON SAID SURVEY.

LEGEND

---	BNDRY	PROJECT BOUNDARY
---	CL	CENTER LINE
---	SL	SECTION LINE
---	R/W	RIGHT OF WAY
---	EASEMENT LINE	
---	PROPOSED CONTOUR w/ ELEVATION	
---	EXISTING CONTOUR w/ ELEVATION	

S.V.T.	SIGHT VISIBILITY TRIANGLE
P.U.E.	PUBLIC UTILITY EASEMENT
A.E.	ACCESS EASEMENT
I.E.	IRRIGATION EASEMENT
W.E.	WATER EASEMENT
E.E.	ELECTRICAL EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
W.P.E.	WATER PIPE EASEMENT
S.E.	SEWER EASEMENT
T.D.E.	TEMPORARY DRAINAGE EASEMENT
S.W.E.	SIDEWALK EASEMENT
F.S.L.	FRONT SETBACK LINE
R.S.L.	REAR SETBACK LINE
S.S.L.	SIDE SETBACK LINE
B.P.	BOLLARD PROTECTION
RF	RIGHT-OF-WAY
FF	FINISHED FLOOR ELEVATION
PAD	PAD ELEVATION
B.C.H.H.	BRASS CAP IN HANDHOLE
F.M.	FORCE MAIN

○	SURVEY MONUMENT
→	FLOW ARROW
◆	GRADE BREAK
○-H	EXISTING OVERHEAD UTILITY
○-H	EXISTING SEWER MAINHOLE
○	FIRE HYDRANT
○	SANITARY SEWER MAINHOLE
○	WATER VALVE
-S-	PROPOSED SEWER LINE
-W-	PROPOSED WATER LINE
-W-	PROPOSED SCUPPER WITH RIPRAP
□	CATCH BASIN
□	STORM DRAIN PIPE

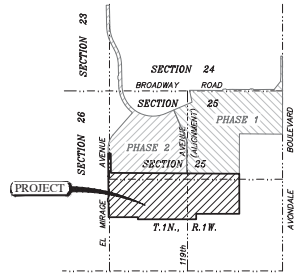
SITE SUMMARY

	ACRES	SQ. FT.
GROSS AREA	111.7	4865106
NET AREA	100.7	4388294
ARTERIAL R/W	3.5	154396
COLLECTOR R/W	7.4	322416
OPEN SPACE	30.3	1321255

NOTE

ALAMAR PHASE 3 WILL BE SUBJECT TO A MAINTENANCE
IMPROVEMENT DISTRICT (MID).

LOT MIX	PHASE 1	PHASE 2	PHASE 3	TOTAL	%	PAD (MIN.-MAX.)
45'x115'	157	172	71	400	36%	20-35%
50'x120'	155	99	95	349	31%	25-40%
60'x120'	85	75	70	230	21%	20-40%
70'x130'	64	0	81	145	13%	10-20%
TOTAL	461	346	317	1124	100%	



VICINITY MAP
N.T.S.

OWNER

EMPIRE WEST TITLE AGENCY, LLC
3131 EAST CAMELBACK ROAD, SUITE 115
PHOENIX, ARIZONA 85016
PHONE: (602) 222-1118
CONTACT: JULIE HERMAN

DEVELOPER

BROOKFIELD RESIDENTIAL (ARIZONA)
14646 N. KIERLAND BOULEVARD, SUITE 105
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 903-7509
CONTACT: ROGER THEIS

BENCHMARK

NATIONAL GEODETIC SURVEY CONTROL POINT H
395, PID D10444, LOCATED AT THE NORTHWEST
CORNER OF EL MIRAGE ROAD AND BROADWAY
ROAD, HAVING AN ELEVATION OF 939.03', NAVD
88 DATUM.

BASIS OF BEARING

GEODETIC "NORTH" BASED ON MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION (MCDOT)
GEODETIC DENSIFICATION AND CADASTRAL SURVEY
(GDACS) WEBSITE WWW.MCDOT.MARICOPA.GOV
UNDER THE SURVEY INFORMATION LINK ON MARCH 1,
2017.

PROJECTION: CENTRAL ZONE, NAD 83, (EPOCH 2010)
DATUM: GRS-80
UNITS: INTERNATIONAL FEET
GEOD MODEL: GEOD 2012A

NATIONAL GEODETIC SURVEY CONTROL POINT: H 395
PID: D10444
LATITUDE: 33°24'22.5252"N
LONGITUDE: 112°19'25.0898"W
ELLIPSOID HEIGHT: 255.899 (METERS)
DESCRIPTION: BRASS DISK IN CONCRETE SLEEVE

MODIFIED TO GROUND AT (GRID) N: 875587.531, E: 575808.124,
USING A SCALE FACTOR OF 1.0001224277.

HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: NONE

PROJECT DESCRIPTION

ALAMAR PHASE 3 CONSISTS OF 317 SINGLE FAMILY
DETACHED RESIDENTIAL LOTS WITH FOUR
NEIGHBORHOOD PARKS, OPEN SPACES AND RETENTION
BASINS. THE EXISTING ZONING PLANNED AREA
DEVELOPMENT (PAD) IN CITY OF AVONDALE.

CIVIL SHEET INDEX

- 1 - COVER
- 2 - INDEX MAP
- 3 - TABLES
- 4 - DETAILS AND SECTIONS
- 5 - PRELIMINARY PLAT

TOTAL SHEETS: 14

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PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
COVER SHEET

DATE	
DESCRIPTION	



SCALE (HORIZ.) N/A
SCALE (VERT.) N/A
DATE 3/18/2019
JOB NUMBER 174612.06
SHEET 1 OF 14

COMMUNITY NUMBER	PANEL #	SUFFIX	DATE OF FIRM (INDEX DATE)	FIRM ZONE	BASE FLOOD ELEV. (1% AO ZONE, USE DEPTH)
040038	2165	M	NOVEMBER 4, 2015	X (SHADED)	-
040038	2170	M	NOVEMBER 4, 2015	A, AE	-
ALL FLOOD ZONES ARE SHOWN IN THIS PLAN SET.					

ZONE AE

* THIS PLAN REFLECTS THE CHANGES TO THE FLOODPLAIN BASED ON THE PENDING LOMR CASE NO. 18-09-0518P
THE REMAINING ZONE AE WILL BE REDUCED BY A NEW CLOMR/LOMR CASE.

MATCH SHEET 8

 SHEET MATCHLINE

* SITUATE GARAGE ON THE SIDE OF LOT MOST VULNERABLE TO HEADLIGHTS

45x115'	STANDARD LOT SIZE
72 LOTS	NUMBER OF LOTS
MHDR	DENSITY RESIDENTIAL

MDHR= MEDIUM HIGH DENSITY RESIDENTIAL
MLDR= MEDIUM LOW DENSITY RESIDENTIAL
MDR= MEDIUM DENSITY RESIDENTIAL
LDR= LOW DENSITY RESIDENTIAL



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PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
INDEX SHEET



SCALE (HORIZ.) N/A
SCALE (VERT.) N/A
DATE 3/18/2019
JOB NUMBER 174612.06
SHEET
2 OF 14

LOT AREA TABLE

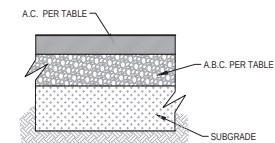
Lot Number	Square Feet	Acres	Typical Size	Residential Zoning Type
1	9310.9	0.214	70x130	LDR
2	9346.4	0.215	70x130	LDR
3	9373.2	0.215	70x130	LDR
4	9400.0	0.216	70x130	LDR
5	9370.8	0.215	70x130	LDR
6	15106.2	0.347	70x130	LDR
7	14698.4	0.337	70x130	LDR
8	9339.9	0.214	70x130	LDR
9	9404.5	0.216	70x130	LDR
10	9404.5	0.216	70x130	LDR
11	9404.5	0.216	70x130	LDR
12	9404.5	0.216	70x130	LDR
13	9404.5	0.216	70x130	LDR
14	9404.5	0.216	70x130	LDR
15	9404.5	0.216	70x130	LDR
16	9404.5	0.216	70x130	LDR
17	9404.5	0.216	70x130	LDR
18	9404.5	0.216	70x130	LDR
19	9404.5	0.216	70x130	LDR
20	9404.5	0.216	70x130	LDR
21	9404.5	0.216	70x130	LDR
22	9404.5	0.216	70x130	LDR
23	9404.5	0.216	70x130	LDR
24	9404.5	0.216	70x130	LDR
25	9404.5	0.216	70x130	LDR
26	9404.5	0.216	70x130	LDR
27	11551.5	0.265	70x130	LDR
28	14951.4	0.343	70x130	LDR
29	11548.2	0.265	70x130	LDR
30	9501.8	0.218	70x130	LDR
31	12782.1	0.293	70x130	LDR
32	15070.5	0.346	70x130	LDR
33	10118.7	0.232	70x130	LDR
34	9380.0	0.215	70x130	LDR
35	9100.0	0.209	70x130	LDR
36	9100.0	0.209	70x130	LDR
37	9100.0	0.209	70x130	LDR
38	9100.0	0.209	70x130	LDR
39	9450.0	0.217	70x130	LDR
40	9450.0	0.217	70x130	LDR
41	9450.0	0.217	70x130	LDR
42	9450.0	0.217	70x130	LDR
43	9100.0	0.209	70x130	LDR
44	9100.0	0.209	70x130	LDR
45	9100.0	0.209	70x130	LDR
46	9100.0	0.209	70x130	LDR
47	9100.0	0.209	70x130	LDR
48	9100.0	0.209	70x130	LDR
49	9100.0	0.209	70x130	LDR
50	9050.0	0.208	70x130	LDR
51	9100.0	0.209	70x130	LDR
52	9100.0	0.209	70x130	LDR
53	9100.0	0.209	70x130	LDR
54	9100.0	0.209	70x130	LDR
55	9100.0	0.209	70x130	LDR
56	9050.0	0.208	70x130	LDR
57	9050.0	0.208	70x130	LDR
58	9100.0	0.209	70x130	LDR
59	9100.0	0.209	70x130	LDR
60	9100.0	0.209	70x130	LDR
61	9100.0	0.209	70x130	LDR
62	9100.0	0.209	70x130	LDR
63	9100.0	0.209	70x130	LDR
64	9100.0	0.209	70x130	LDR
65	9100.0	0.209	70x130	LDR
66	9100.0	0.209	70x130	LDR
67	9100.0	0.209	70x130	LDR
68	9100.0	0.209	70x130	LDR
69	9100.0	0.209	70x130	LDR
70	9100.0	0.209	70x130	LDR
71	9100.0	0.209	70x130	LDR
72	9100.0	0.209	70x130	LDR
73	9100.0	0.209	70x130	LDR
74	9050.0	0.208	70x130	LDR
75	9050.0	0.208	70x130	LDR
76	9100.0	0.209	70x130	LDR
77	9100.0	0.209	70x130	LDR
78	9100.0	0.209	70x130	LDR
79	9100.0	0.209	70x130	LDR
80	9100.0	0.209	70x130	LDR

Lot Number	Square Feet	Acres	Typical Size	Residential Zoning Type
81	9050.0	0.208	70x130	LDR
82	5422.0	0.124	45x115	MHDR
83	5437.0	0.125	45x115	MHDR
84	5451.1	0.125	45x115	MHDR
85	5466.3	0.125	45x115	MHDR
86	5481.5	0.126	45x115	MHDR
87	5492.0	0.127	45x115	MHDR
88	5529.0	0.127	45x115	MHDR
89	7366.0	0.169	45x115	MHDR
90	9939.0	0.228	45x115	MHDR
91	9507.0	0.218	45x115	MHDR
92	5562.0	0.128	45x115	MHDR
93	5625.0	0.129	45x115	MHDR
94	5625.0	0.129	45x115	MHDR
95	5625.0	0.129	45x115	MHDR
96	5625.0	0.129	45x115	MHDR
97	5625.0	0.129	45x115	MHDR
98	5625.0	0.129	45x115	MHDR
99	5625.0	0.129	45x115	MHDR
100	5625.0	0.129	45x115	MHDR
101	5625.0	0.129	45x115	MHDR
102	5625.0	0.129	45x115	MHDR
103	5625.0	0.129	45x115	MHDR
104	5625.0	0.129	45x115	MHDR
105	5625.0	0.129	45x115	MHDR
106	5625.0	0.129	45x115	MHDR
107	5622.8	0.129	45x115	MHDR
108	6724.0	0.154	45x115	MHDR
109	9884.0	0.227	45x115	MHDR
110	10419.0	0.239	45x115	MHDR
111	5418.0	0.124	45x115	MHDR
112	5527.9	0.127	45x115	MHDR
113	5539.8	0.127	45x115	MHDR
114	5551.7	0.127	45x115	MHDR
115	5563.6	0.128	45x115	MHDR
116	5575.5	0.128	45x115	MHDR
117	5587.4	0.128	45x115	MHDR
118	5599.3	0.129	45x115	MHDR
119	5611.2	0.129	45x115	MHDR
120	5623.1	0.129	45x115	MHDR
121	5125.0	0.118	45x115	MHDR
122	5175.0	0.119	45x115	MHDR
123	5175.0	0.119	45x115	MHDR
124	5175.0	0.119	45x115	MHDR
125	5175.0	0.119	45x115	MHDR
126	5175.0	0.119	45x115	MHDR
127	5175.0	0.119	45x115	MHDR
128	5175.0	0.119	45x115	MHDR
129	5175.0	0.119	45x115	MHDR
130	5175.0	0.119	45x115	MHDR
131	5175.0	0.119	45x115	MHDR
132	5175.0	0.119	45x115	MHDR
133	5175.0	0.119	45x115	MHDR
134	5175.0	0.119	45x115	MHDR
135	5175.0	0.119	45x115	MHDR
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149	5175.0	0.119	45x115	MHDR
150	5175.0	0.119	45x115	MHDR
151	5175.0	0.119	45x115	MHDR
152	5125.0	0.118	45x115	MHDR
153	7150.0	0.164	50x120	MDR
154	6000.0	0.138	50x120	MDR
155	6000.0	0.138	50x120	MDR
156	6000.0	0.138	50x120	MDR
157	6000.0	0.138	50x120	MDR
158	6000.0	0.138	50x120	MDR
159	6000.0	0.138	50x120	MDR
160	6000.0	0.138	50x120	MDR

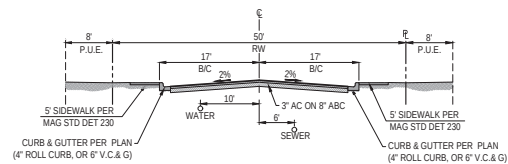
Lot Number	Square Feet	Acres	Typical Size	Residential Zoning Type
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163	6000.0	0.138	50x120	MDR
164	6000.0	0.138	50x120	MDR
165	6000.0	0.138	50x120	MDR
166	6000.0	0.138	50x120	MDR
167	7150.0	0.164	50x120	MDR
168	7150.0	0.164	50x120	MDR
169	6000.0	0.138	50x120	MDR
170	6000.0	0.138	50x120	MDR
171	6000.0	0.138	50x120	MDR
172	6000.0	0.138	50x120	MDR
173	6000.0	0.138	50x120	MDR
174	6000.0	0.138	50x120	MDR
175	6000.0	0.138	50x120	MDR
176	6000.0	0.138	50x120	MDR
177	6000.0	0.138	50x120	MDR
178	6000.0	0.138	50x120	MDR
179	6000.0	0.138	50x120	MDR
180	6000.0	0.138	50x120	MDR
181	6000.0	0.138	50x120	MDR
182	7150.0	0.164	50x120	MDR
183	7150.0	0.164	50x120	MDR
184	6000.0	0.138	50x120	MDR
185	6000.0	0.138	50x120	MDR
186	6000.0	0.138	50x120	MDR
187	6000.0	0.138	50x120	MDR
188	6000.0	0.138	50x120	MDR
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195	6000.0	0.138	50x120	MDR
196	6000.0	0.138	50x120	MDR
197	7150.0	0.164	50x120	MDR
198	6306.0	0.146	50x120	MDR
199	6321.0	0.166	50x120	MDR
200	7224.0	0.166	50x120	MDR
201	10665.0	0.245	50x120	MDR
202	10292.0	0.236	50x120	MDR
203	5920.0	0.136	50x120	MDR
204	6000.0	0.138	50x120	MDR
205	6000.0	0.138	50x120	MDR
206	6000.0	0.138	50x120	MDR
207	6000.0	0.138	50x120	MDR
208	6000.0	0.138	50x120	MDR
209	6000.0	0.138	50x120	MDR
210	6000.0	0.138	50x120	MDR
211	6000.0	0.138	50x120	MDR
212	6000.0	0.142	50x120	MDR
213	6185.6	0.138	50x120	MDR
214	6000.0	0.138	50x120	MDR
215	6000.0	0.138	50x120	MDR
216	6000.0	0.138	50x120	MDR
217	6000.0	0.138	50x120	MDR
218	6000.0	0.138	50x120	MDR
219	6000.0	0.138	50x120	MDR
220	6000.0	0.138	50x120	MDR
221	6000.0	0.138	50x120	MDR
222	6000.0	0.138	50x120	MDR
223	6000.0	0.138	50x120	MDR
224	6000.0	0.138	50x120	MDR
225	6000.0	0.138	50x120	MDR
226	6000.0	0.138	50x120	MDR
227	6200.0	0.138	50x120	MDR
228	6319.0	0.145	50x120	MDR
229	8355.0	0.192	50x120	MDR
230	10498.0	0.241	50x120	MDR
231	8539.0	0.196	50x120	MDR
232	6194.0	0.142	50x120	MDR
233	6010.0	0.138	50x120	MDR
234	6009.5	0.138	50x120	MDR
235	6009.5	0.138	50x120	MDR
236	6009.5	0.138	50x120	MDR
237	5960.0	0.138	50x120	MDR
238	6005.3	0.138	50x120	MDR
240	5998.0	0.138	50x120	MDR

STREET	AC THK	ABC THK	SUB-BASE*
LOCAL / NEIGHBORHOOD ENTRY	3"	8"	12"
MINOR ARTERIAL (BROADWAY RD)	5"	14"	12"
MINOR COLLECTOR (EL MIRAGE RD)	3.5"	10"	12"

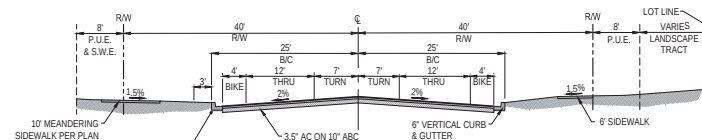
NOTE:
ROADWAY SECTION PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
*SUB-BASE TO BE MOISTURE CONDITIONED AND MIN. 95% COMPACTED



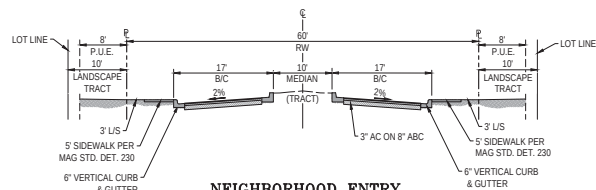
ROADWAY PAVEMENT SECTION
N.T.S.



TYPICAL LOCAL ROADWAY
LOOKING EAST AND SOUTH
N.T.S.



EL MIRAGE ROAD #2.
ALAMAR PARKWAY. & CHAMBERS AVENUE
(MINOR COLLECTOR)
LOOKING NORTH & EAST
N.T.S.

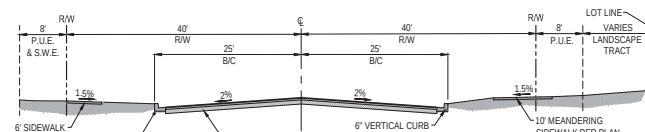


VERTICAL CURB
& GUTTER

NEIGHBORHOOD ENTRY

(122nd AVE, 119th DR, 121st DR, & GROVE ST)

N.T.S.



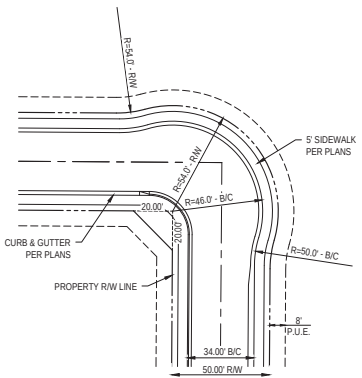
EL MIRAGE ROAD #2,
ALAMAR PARKWAY, & ALAMAR PARKWAY
(MINOR COLLECTOR)
LOOKING NORTH & EAST
N.T.S.



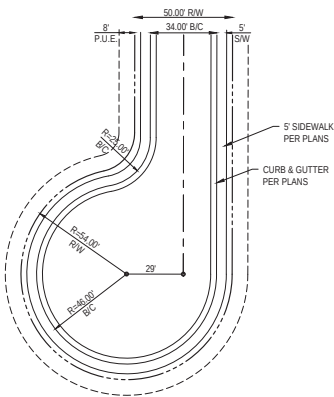
PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
DETAIL SHEET

[illegible]

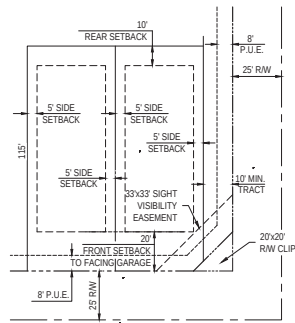
SCALE (HORIZ.)	N/A
SCALE (VERT.)	N/A
DATE	3/18/2019
JOB NUMBER	174612.06
SHEET	
4	OF 14



TYPICAL OFFSET CUL-DE-SAC
N.T.S.

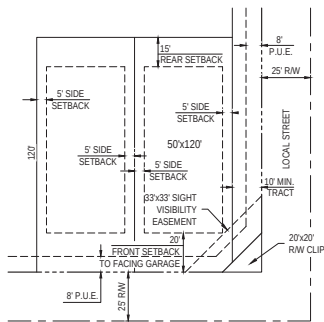


TYPICAL CUL-DE-SAC
N.T.S.



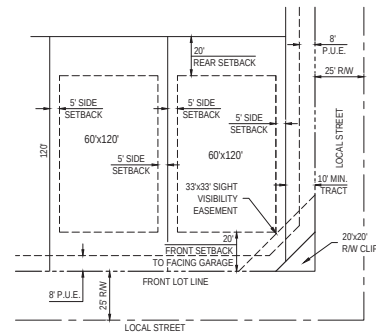
TYPICAL SETBACK DETAIL
45'x115' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



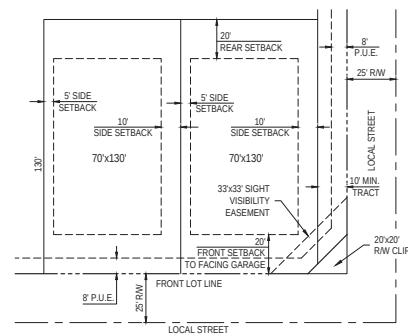
TYPICAL SETBACK DETAIL
50'x120' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



TYPICAL SETBACK DETAIL
60'x120' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



TYPICAL SETBACK DETAIL
70'x130' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.

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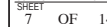


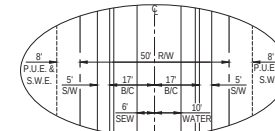
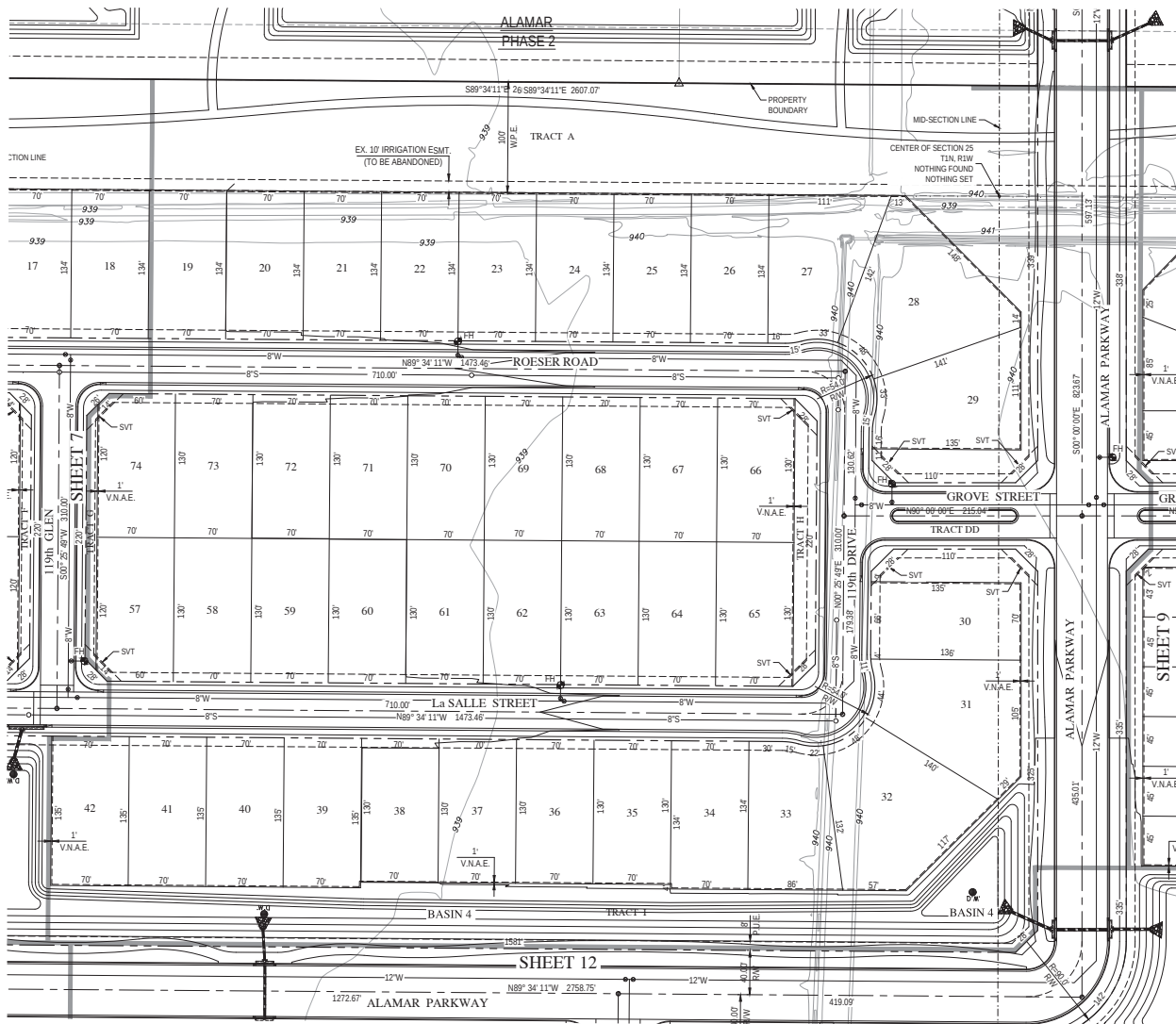
PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
DETAIL SHEET

DATE	
DESCRIPTION	

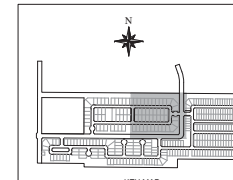
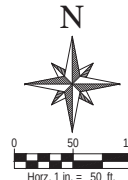


EXPIRES 12-31-21
SCALE (HORIZ.) N/A
SCALE (VERT.) N/A
DATE 3/18/2019
JOB NUMBER 174612.06
SHEET 5 OF 14





TYPICAL LOCAL STREET
NTS



KEY MAP

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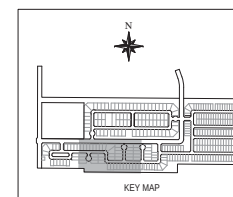
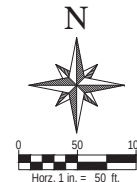
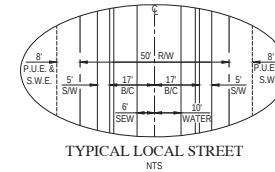
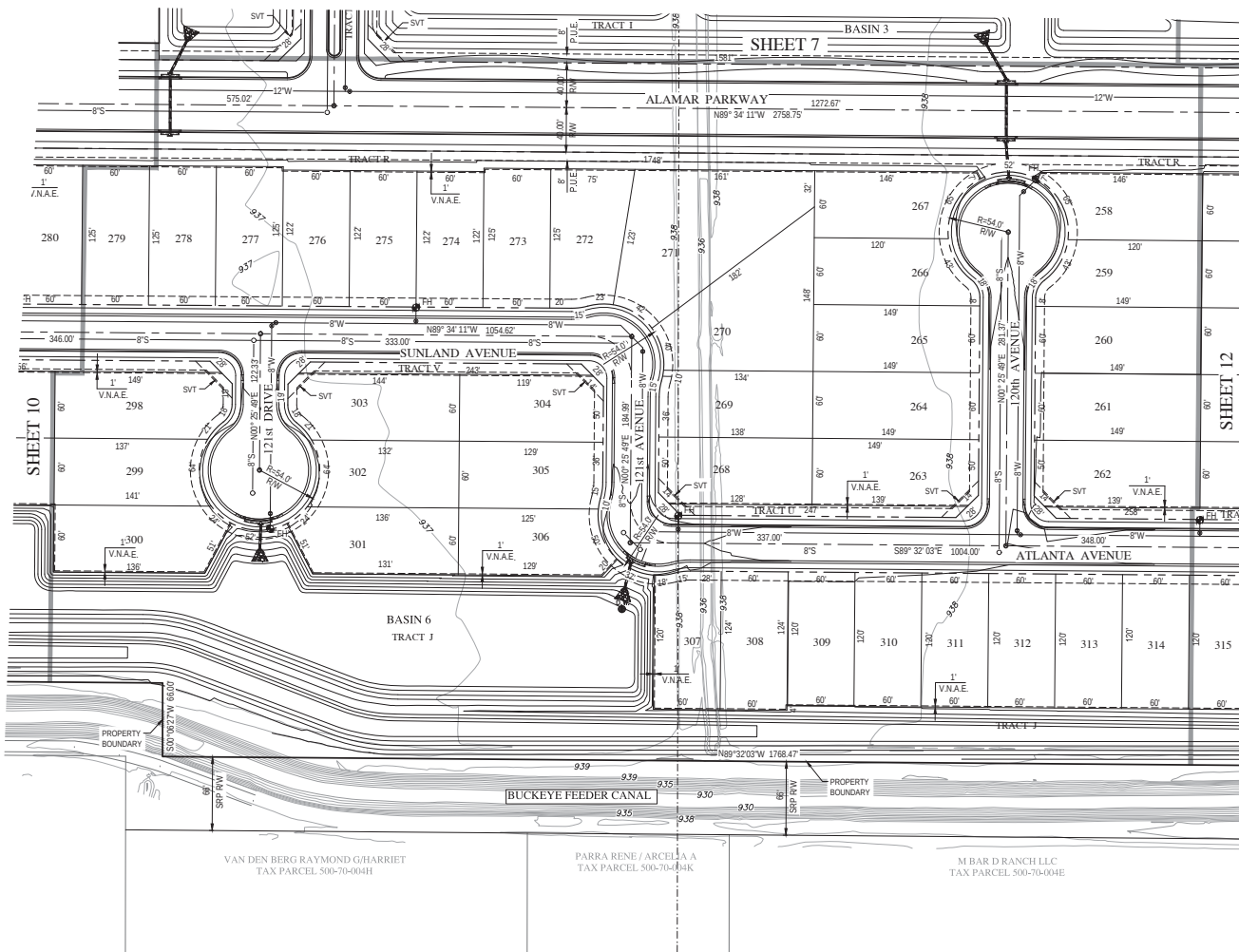


PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
PRELIMINARY PLAT

DATE	DESCRIPTION



EXPIRES 12-31-21
SCALE (HORIZ.) 1" = 50'
SCALE (VERT.) N/A
DATE 3/18/2019
JOB NUMBER 174612.06
SHEET 8 OF 14



WOOD/PATEL
MISSION: CLIENT SERVICE®
(602) 335-8500
WWW.WOODPATEL.COM

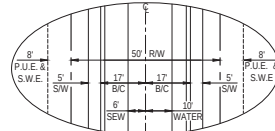
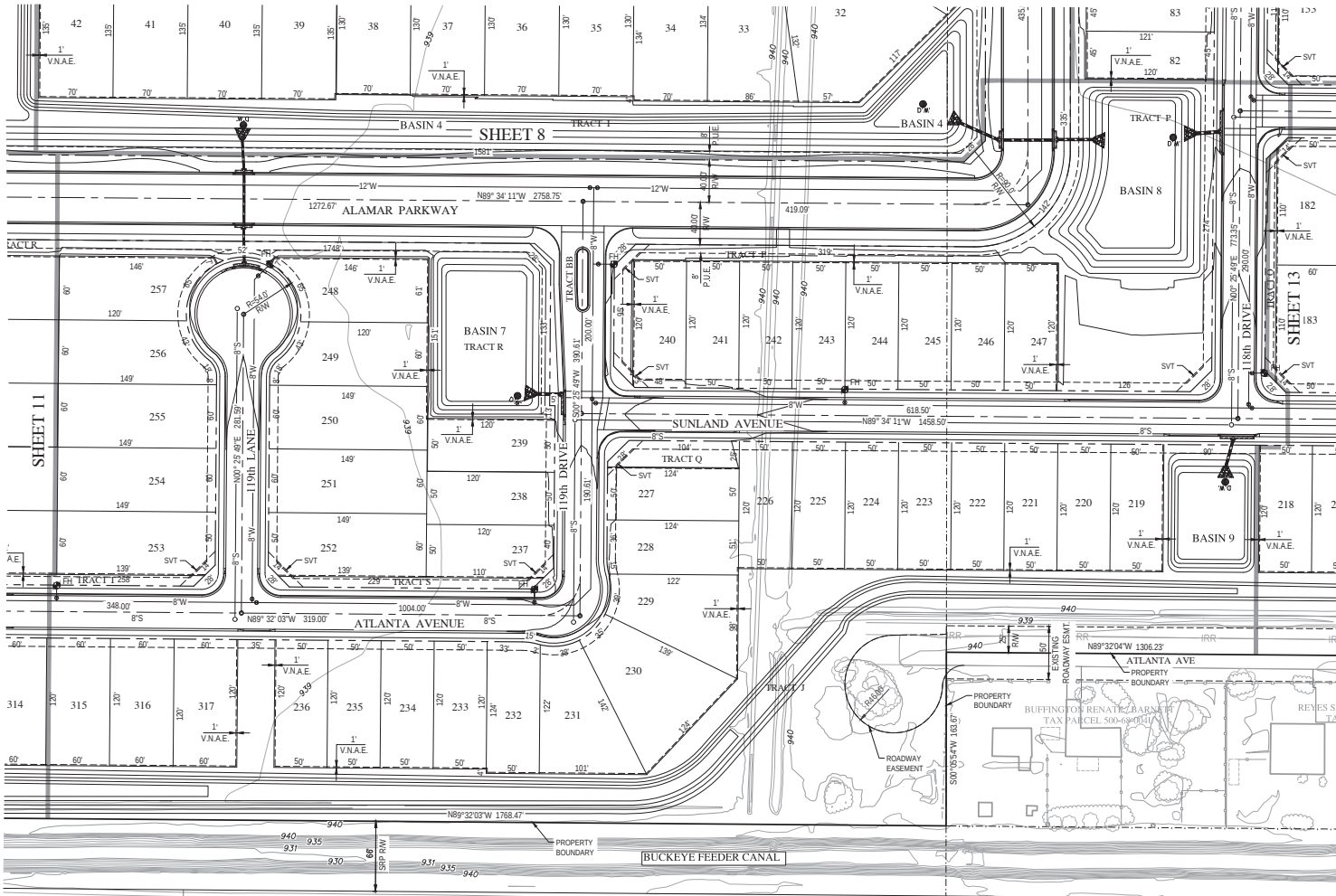


PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
PRELIMINARY PLAT

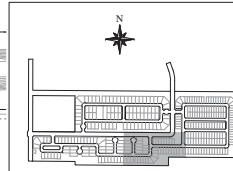
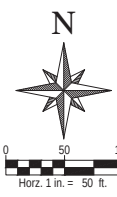
DATE	DESCRIPTION



EXPIRES 12-31-21
SCALE (HORIZ.) 1" = 50'
SCALE (VERT.) N/A
DATE 3/18/2019
JOB NUMBER 174612.06
SHEET 11 OF 14



TYPICAL LOCAL STREET



KEY MAP

WOOD/PATEL
MISSION: CLIENT SERVICE[®]
(602) 335-8500
WWW.WOODPATEL.COM



PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
PRELIMINARY PLAT

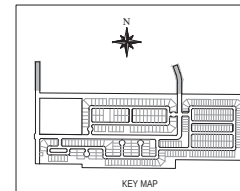
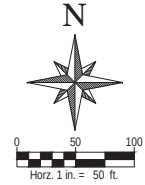
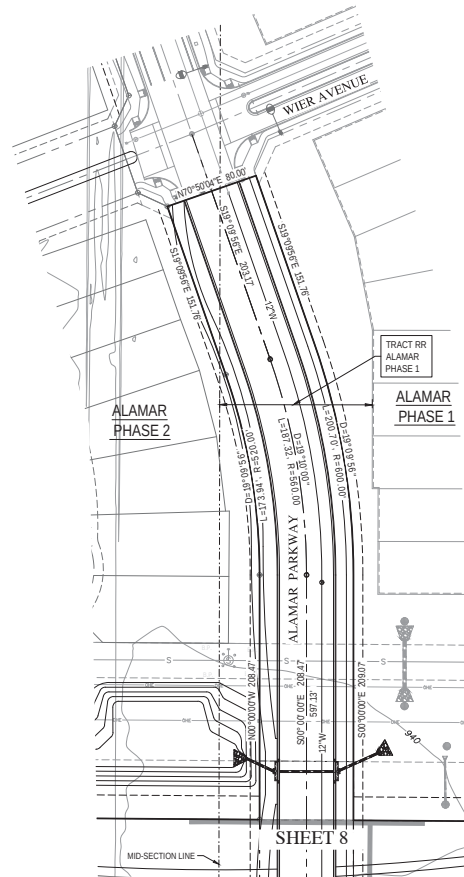
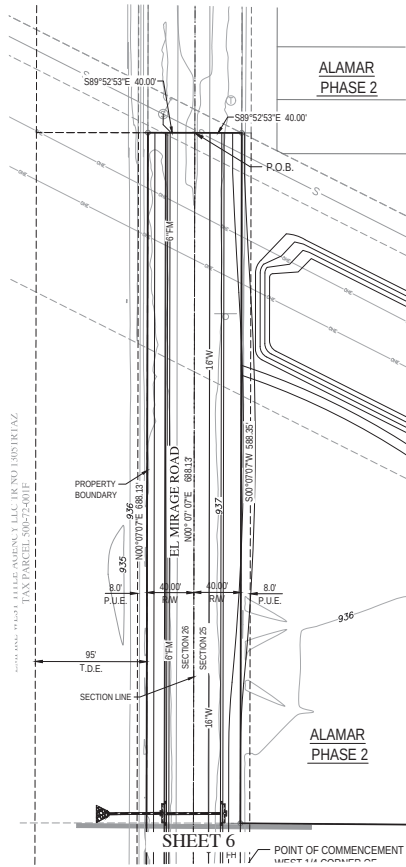
DATE	DESCRIPTION



EXPIRES 12/31/21
SCALE (HORIZ.) 1" = 50'
SCALE (VERT.) 1" = 10'
DATE 3/18/2019
JOB NUMBER 174612.06
SHEET 12 OF 14

2:\03\174612\06\06\Pre_Plat\174612.06-000-Pre Plat.dwg

(CHECKED BY: FK DESIGNED BY: ??? DRAFTED BY: BT)



WOOD/PATEL
MISSION: CLIENT SERVICE®
(602) 335-8500
WWW.WOODPATEL.COM



PRELIMINARY PLAT
ALAMAR - PHASE 3
AVONDALE, ARIZONA
PRELIMINARY PLAT

DATE	DESCRIPTION

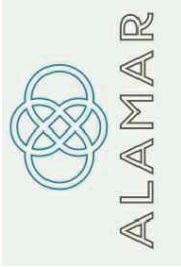


14 OF 14

210317174612.06.dwg/Pre_Plat/Plat/4612.06-000-Pre_Plat.dwg

(CHECKED BY: FK, DESIGNED BY: ???, DRAFTED BY: BT)

LANDSCAPE PRELIMINARY PLAT FOR:



Submitted February 13, 2019

PHASE 3 - SITE SUMMARY

ACRES	SQ. FT.
GRASS AREA	98.4
NET AREA	88.3
LANDSCAPE AREA	284,755
LOT TOTAL SQ. FT.	28,000
OPEN SPACE	7.3
	115,007
	34.0% (NET)

LOT #	AREA	%
4574157	71	27%
5074157	95	30%
6074157	70	27%
7074157	44	16%
TOTAL	281	100%

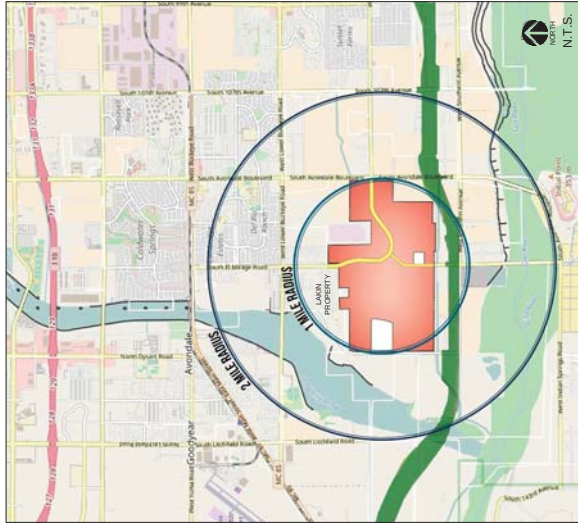
PHASE 3 LANDSCAPE

Avondale, Maricopa County, Arizona

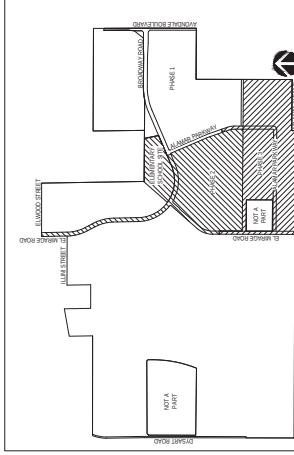
A PROPOSED SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, AND SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER/ DEVELOPER
Brookfield Residential
14646 N. Kierland Boulevard, Suite 165
Scottsdale, AZ 85254
Phone: (602) 903-7509
Contact: Roger Theis

CIVIL ENGINEER
Wood/ Patel
2051 W. Northern Ave, Suite 100
Phoenix, AZ 85021
Phone: (602) 335-8500
Contact: Frank Koo, PE



VICINITY MAP



CONTEXT MAP

SCALE 1"=1,500'-0"

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SWABACK
ARCHITECTS + PLANNERS
2105 N. Central Expressway
Suite 100, Phoenix, AZ 85012
480.357.2010 | www.swaback.com



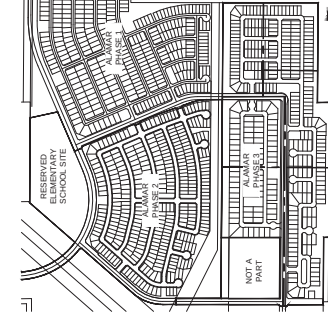
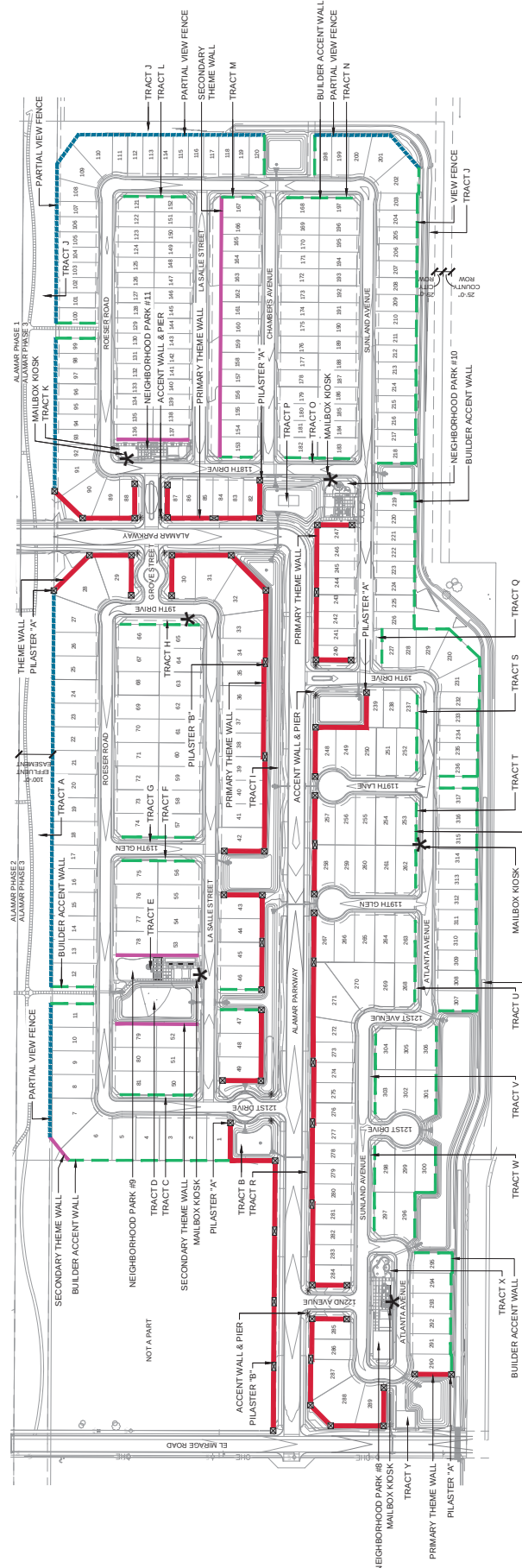
PROJECT PHASE
PRELIMINARY PLAT
CONSTRUCTION DOCUMENTS
ISSUE FOR BIDDING
ISSUE FOR CONSTRUCTION

REVISIONS		
NO.	DESCRIPTION	DATE
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PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 3 LANDSCAPE
WALL PLAN - PHASE 3

DATE: 11/14/18	CHECKED: JD	DESIGNED: SY/TH
SCALE: AS SHOWN	SHEET: 1704	JOB NO.: 1704
A-101 2 OF 31 SHEETS		



LEGEND

---	PROPERTY BOUNDARY
---	8 FT. VISIBILITY TRIANGLE
---	8 FT. PUBLIC UTILITY EASEMENT
---	R.O.W.

WALL LEGEND PHASE 3

	QTY.	DETAIL
PRIMARY THEME WALL	47,782 LF.	DETAIL 1 & 2, SHEET A-102
SECONDARY THEME WALL	47,158 LF.	DETAIL 3, SHEET A-102
PARTIAL VIEW FENCE (2' FENCE OVER 4' WALL)	47,384 LF.	DETAIL 1, SHEET A-104
PLASTER 'A'	47	DETAIL 1 & 2, A-103
PLASTER 'B'	47	DETAIL 1 & 2, A-103
MAILBOX KIOSK TYP.	47	DETAIL 2, SHEET A-104
BUILDER ACCENT WALL	47	DETAIL 4, SHEET A-102 &
ACCENT WALL & PIER	47	DETAIL 1 & 2, SHEET A-103

CALL FOR WORKING DRAFTS
602-263-1100
1-800-STAKE-IT
(OFFICE IN MARICOPA COUNTY)





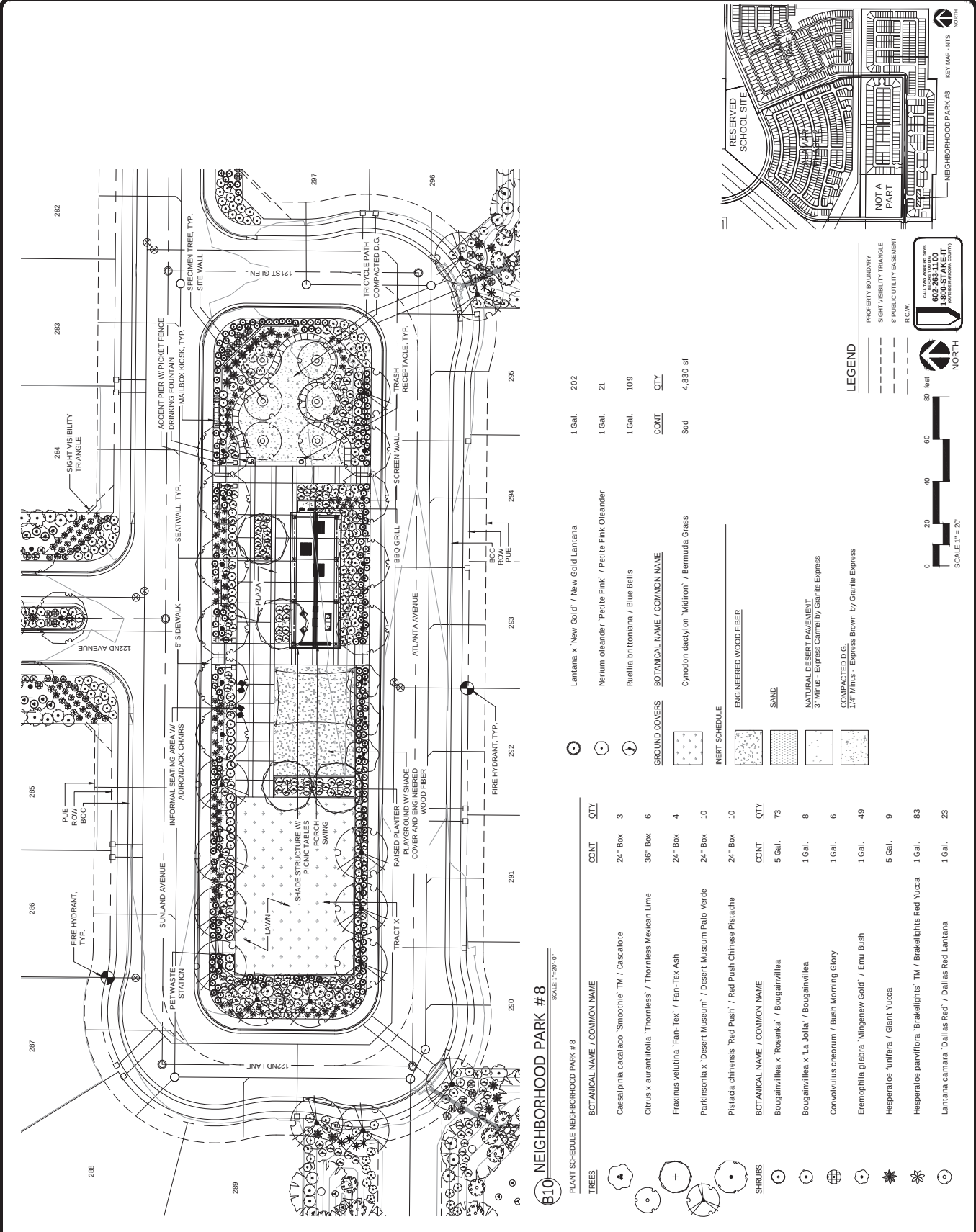
PROJECT PHASE	
☒ PRELIMINARY PLAN	
☐ CONSTRUCTION DOCUMENTS	
☐ ISSUE FOR BIDDING	
☐ ISSUE FOR CONSTRUCTION	

REVISIONS	
NO.	DATE

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 3 LANDSCAPE
PLANTING PLAN - PHASE 3 - NEIGHBORHOOD PARK # 8

DATE	SY/TH
CHECKED	JD
DATE	11/14/18
SCALE	AS SHOWN
JOB NO.	1784
SHEET	7 OF 24 SHEETS



NEIGHBORHOOD PARK # 8

SCALE 1"=20'-0"

PLANT SCHEDULE NEIGHBORHOOD PARK # 8

TREES

BOTANICAL NAME / COMMON NAME	CONT	QTY
Caesalpinia cacalaco 'Smoothie' TM / Cascadote	24" Box	3
Citrus x aurantifolia 'Thornless' / Thornless Mexican Lime	36" Box	6
Fraxinus velutina 'Fan-Tex' / Fan-Tex Ash	24" Box	4
Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	10
Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	10

SHRUBS

BOTANICAL NAME / COMMON NAME	CONT	QTY
Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	73
Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal.	8
Convolvulus cneorum / Bush Morning Glory	1 Gal.	6
Eremophila glabra 'Mingnew Gold' / Ernu Bush	1 Gal.	49
Hesperaloe funifera / Giant Yucca	5 Gal.	9
Hesperaloe parviflora 'Brakeights' TM / Brakeights Red Yucca	1 Gal.	83
Lantana camara 'Dallas Red' / Dallas Red Lantana	1 Gal.	23

GROUND COVERS

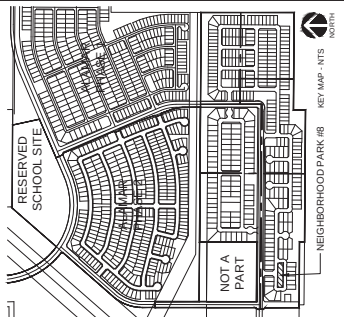
INERT SCHEDULE

ENGINEERED WOOD FIBER	1 Gal.	202
SAND	1 Gal.	21
NATURAL DESERT PAVEMENT	1 Gal.	109
3" Minus - Express Camel by Granite Express	CONT	QTY
COMPACTED D.G.	Sod	4,830 sf

LEGEND

PROPERTY BOUNDARY	---
SIGHT VISIBILITY TRIANGLE	---
8' PUBLIC UTILITY EASEMENT	---
ROW	---

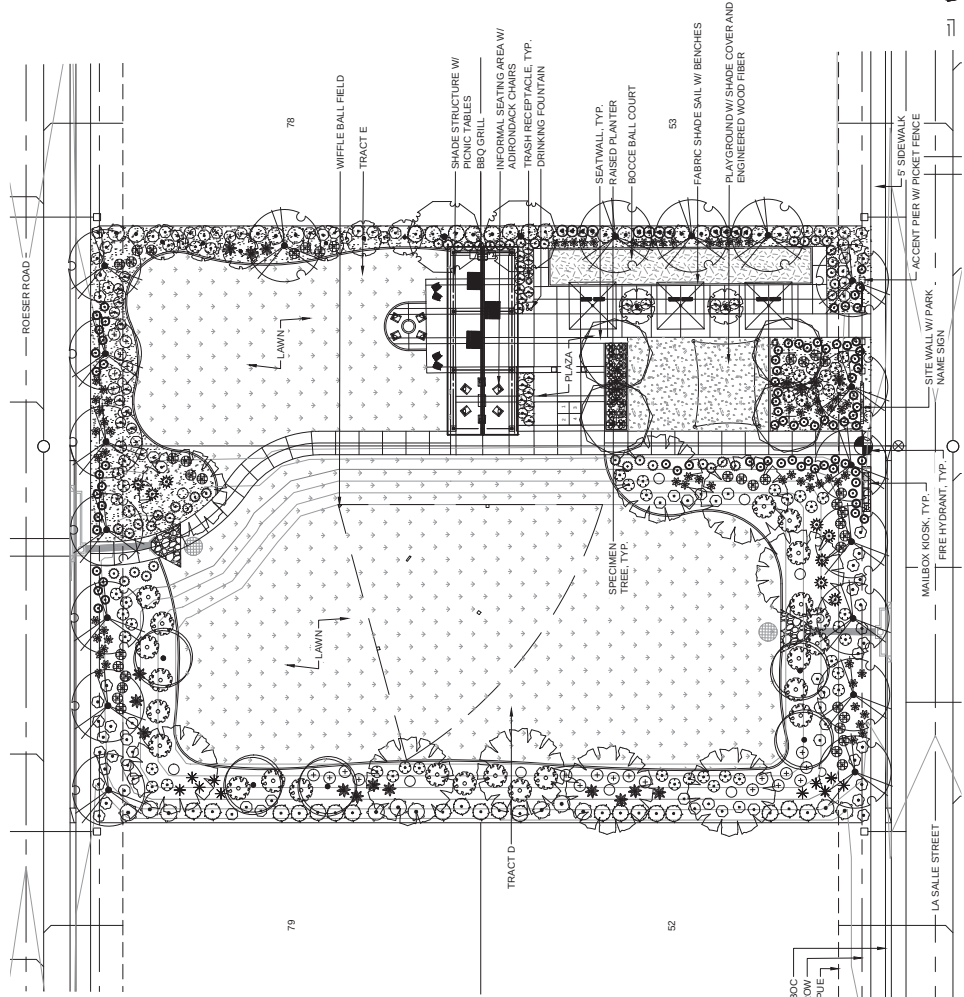
CALL THE WORKING DAY
602-263-1100
1-800-STAKE-IT
DAVID SWABACK ARCHITECTS



TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Fraxinus velutina 'Fan-Tex' / Fan-Tex Ash	24" Box	4
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	10
	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	2
	Prosopis x 'Phoenix' TM / Hybrid Mesquite	24" Box	1
	Sophora secundiflora / Texas Mountain Laurel	24" Box	8
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Agave weberi / Weber's Agave	5 Gal.	3
	Agave x 'Blue Glow' / Blue Glow Agave	5 gal	4
	Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal.	13
	Convolvulus cretorum / Bush Morning Glory	1 Gal.	16
	Dodonaea viscosa 'Green' / Green Hopseed Bush	5 Gal.	6
	Eremophila glabra 'Kalgoorlie' / Kalgoorlie Emu Bush	1 Gal.	21
	Eremophila glabra 'Mingenew Gold' / Emu Bush	1 Gal.	9
	Eremophila glabra camosa / Winter Blaze Emu Bush	1 Gal.	12
	Hesperaloe funifera / Giant Yucca	5 Gal.	7
	Hesperaloe parviflora 'Brakeights' TM / Brakeights Red Yucca	1 Gal.	34
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	52
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	30
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 Gal.	33
	Ruellia brittoniana / Blue Bells	1 Gal.	33
	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells	5 gal	6
	Wedelia trilobata / Wedelia	1 Gal.	18
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Cynodon dactylon 'Midiron' / Bermuda Grass	Sod	6,334

INERT SCHEDULE

- ENGINEERED WOOD FIBER
- SAND
- NATURAL DESERT PAVEMENT
- 3" Minus - Express Carmel by Granite Express



NEIGHBORHOOD PARK #9

SCALE 1"=20'-0"

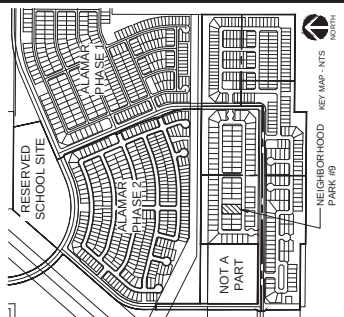
LEGEND

- PROPERTY BOUNDARY
- SIGHT VISIBILITY TRIANGLE
- 8' PUBLIC UTILITY EASEMENT
- ROW



SCALE 1"=20'

CALL THE WORKING DAY
602-263-1100
1-800-STAKE-IT
(outside Maricopa County)



PROJECT PHASE

☒ PRELIMINARY PLAN
☐ 11.4 JB
☐ CONSTRUCTION DOCUMENTS
☐ ISSUE FOR BID SET
☐ ISSUE FOR CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE
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PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAN - PHASE 3 LANDSCAPE
PLANTING PLAN - PHASE 3 - NEIGHBORHOOD PARK #9

DATE	SY/TH
CHECKED: JD	
DATE: 11/14/18	
SCALE: AS SHOWN	
JOB NO.: 1784	
SHEET	
LP-302	
8 OF 34 SHEETS	



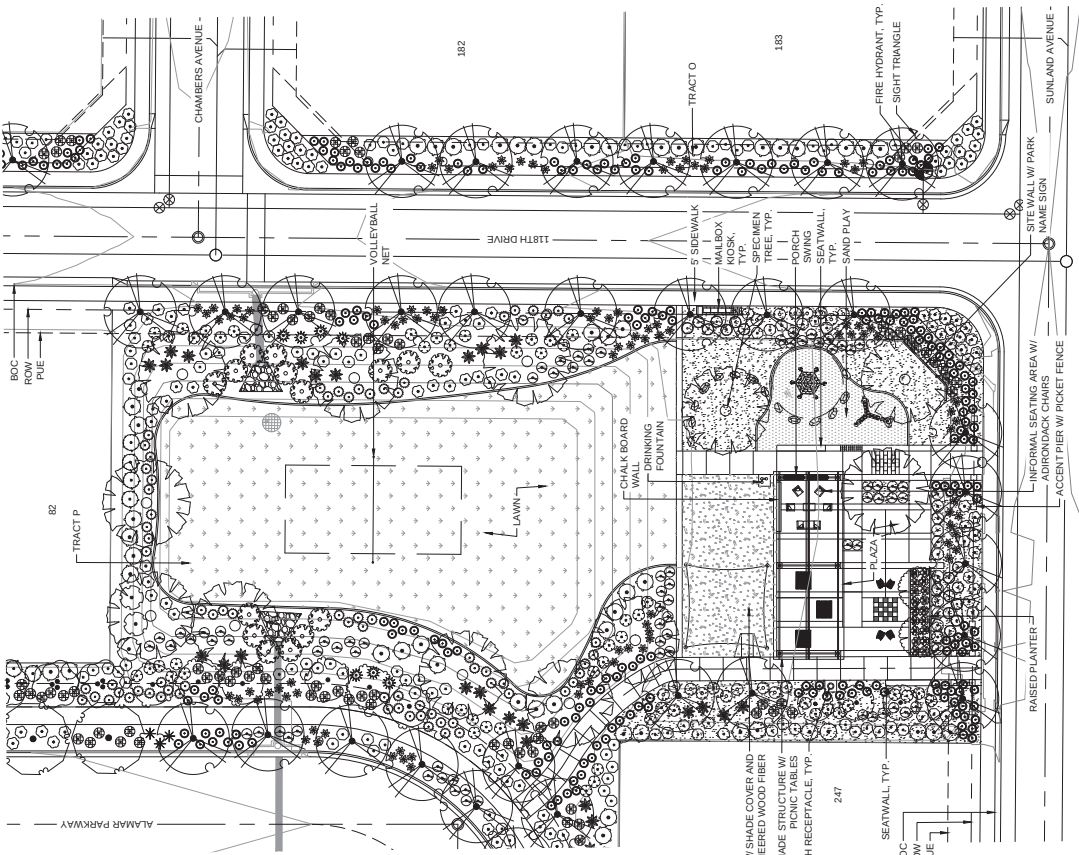
PROJECT PHASE
PRELIMINARY PLAN
CONSTRUCTION DOCUMENTS
ISSUE FOR BIDDING
ISSUE FOR CONSTRUCTION

REVISIONS
NO. DESCRIPTION DATE

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 3 LANDSCAPE
PLANTING PLAN - PHASE 3 - NEIGHBORHOOD PARK #10

DATE: 11/14/18	CHECKED: JD	DRAWN: SV/TH
SCALE: AS SHOWN	NORTH	
JOB NO.: 1784	SHEET	
LP-303	9 OF 24 SHEETS	



LEGEND

PROPERTY BOUNDARY
SIGHT VISIBILITY TRIANGLE
8' PUBLIC UTILITY EASEMENT
ROW

0 20 40 60 80 Feet
SCALE 1" = 20'

NEIGHBORHOOD PARK #10
SCALE 1" = 20' 0"

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	10
	Prosopis x 'Phoenix' TM / Hybrid Mesquite	24" Box	3
	Prunus persica 'Earligrande' / Earligrande Peach	15 Gal.	2
	Sophora secundiflora / Texas Mountain Laurel	24" Box	3
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	15
	Convolvulus oneorum / Bush Morning Glory	1 Gal.	16
	Eremophila glabra 'Kalgoorlie' / Kalgoorlie Emu Bush	1 Gal.	10
	Eremophila glabra 'Mingnew Gold' / Emu Bush	1 Gal.	25
	Hesperaloe funifera / Giant Yucca	5 Gal.	4
	Hesperaloe parviflora 'Brakeights' TM / Brakeights Red Yucca	1 Gal.	20
	Lantana camara 'Dallas Red' / Dallas Red Lantana	1 Gal.	17
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	80
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	22
	Ruellia brittoniana / Blue Bells	1 Gal.	33
	Wedelia trilobata / Wedelia	1 Gal.	18

GROUND COVERS

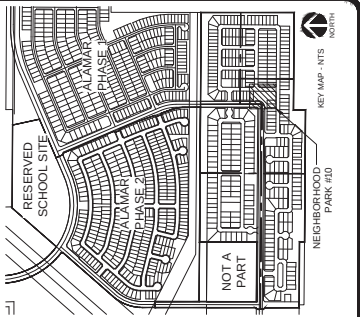
BOTANICAL NAME / COMMON NAME
Cynodon dactylon 'Midiron' / Bermuda Grass

ENGINEERED WOOD FIBER

SAND

NATURAL DESERT PAVEMENT
3" Minus - Express Camel by Granite Express

BOULDERS
Landscape Boulder



PLANT SCHEDULE NEIGHBORHOOD PARK #10			
TREES	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	10
	Prosopis x 'Phoenix' TM / Hybrid Mesquite	24" Box	3
	Prunus persica 'Earligrande' / Earligrande Peach	15 Gal.	2
	Sophora secundiflora / Texas Mountain Laurel	24" Box	3
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	QTY
	Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	15
	Convolvulus oneorum / Bush Morning Glory	1 Gal.	16
	Eremophila glabra 'Kalgoorlie' / Kalgoorlie Emu Bush	1 Gal.	10
	Eremophila glabra 'Mingnew Gold' / Emu Bush	1 Gal.	25
	Hesperaloe funifera / Giant Yucca	5 Gal.	4
	Hesperaloe parviflora 'Brakeights' TM / Brakeights Red Yucca	1 Gal.	20
	Lantana camara 'Dallas Red' / Dallas Red Lantana	1 Gal.	17
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	80
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	22
	Ruellia brittoniana / Blue Bells	1 Gal.	33
	Wedelia trilobata / Wedelia	1 Gal.	18
GROUND COVERS			
	BOTANICAL NAME / COMMON NAME		
	Cynodon dactylon 'Midiron' / Bermuda Grass		
INSERT SCHEDULE			
	ENGINEERED WOOD FIBER		
	SAND		
	NATURAL DESERT PAVEMENT 3" Minus - Express Camel by Granite Express		
	BOULDERS Landscape Boulder		



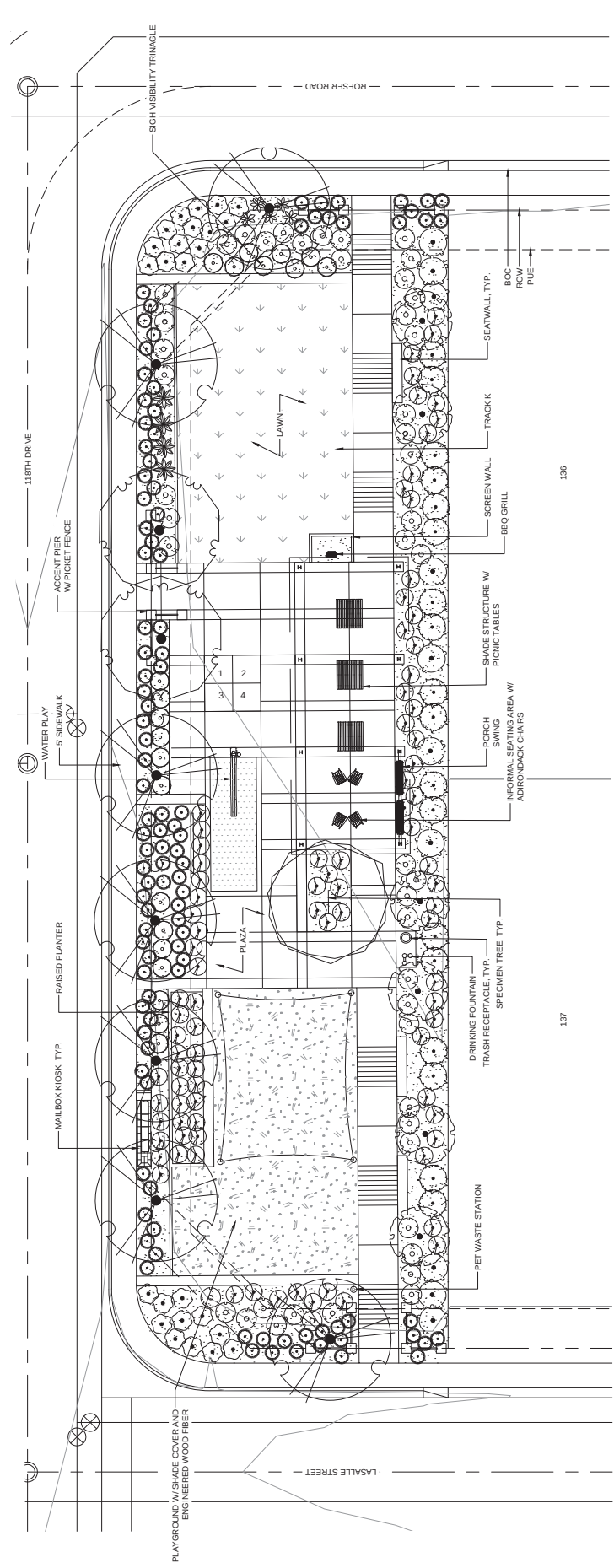
PROJECT PHASE	
PRELIMINARY PLAN	ISSUED FOR CONSTRUCTION
CONSTRUCTION DOCUMENTS	ISSUED FOR CONSTRUCTION
ISSUE FOR BID SET	ISSUED FOR CONSTRUCTION
ISSUE FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION

REVISIONS	
NO.	DESCRIPTION

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - PHASE 3 LANDSCAPE
PLANTING PLAN - PHASE 3 - NEIGHBORHOOD PARK #11

DATE	SY/TH
CHECKED	JD
DATE	11/14/18
SCALE	AS SHOWN
JOB NO.	1784
SHEET	10 OF 24 SHEETS



813 NEIGHBORHOOD PARK #11
SCALE 1"=10' 0"

PLANT SCHEDULE NEIGHBORHOOD PARK #11	
TREES	CONT. QTY.
Fraxinus velutina 'Fan-Tex' / Fan-Tex Ash	24" Box 1
Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box 7
Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box 2
Sophora secundiflora / Texas Mountain Laurel	24" Box 6
SHRUBS	
BOTANICAL NAME / COMMON NAME	CONT. QTY.
Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal. 21
Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal. 10
Dodonaea viscosa 'Green' / Green Hopsed Bush	5 Gal. 18
Eremophila glabra 'Mingrew Gold' / Emu Bush	1 Gal. 25
Hesperaloe parviflora / Giant Yucca	5 Gal. 4
Hesperaloe parviflora 'Brakeights' TM / Brakeights Red Yucca	1 Gal. 5
Lantana camara 'Dallas Red' / Dallas Red Lantana	1 Gal. 49
GROUND COVERS	
Lantana x 'New Gold' / New Gold Lantana	1 Gal. 108
Ruellia brittoniana / Blue Bells	1 Gal. 90
INERT SCHEDULE	
Cynodon dactylon 'Midiron' / Bermuda Grass	Sod 1,954 sf
ENGINEERED WOOD FIBER	
ENGINEERED WOOD FIBER	
SAND	
NATURAL DESERT PAVEMENT 3" Minus - Express Carrel by Granite Express	

LEGEND

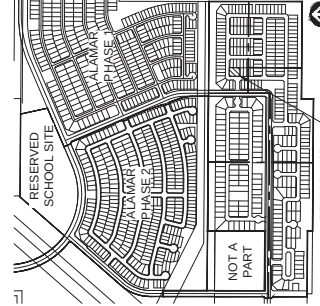
PROPERTY BOUNDARY
SIGHT VISIBILITY TRIANGLE
8' PUBLIC UTILITY EASEMENT
ROW

0 10 20 30 40 Feet
SCALE 1" = 10'

NORTH

KEY MAP - NTS
NEIGHBORHOOD PARK #11
NOT A PART
RESERVED SCHOOL SITE
ALAMAR PHASE 3 LANDSCAPE

CALL FOR WRITING DAY
602-263-1100
1-800-STAKE-IT
CONTACT NEIGHBORHOOD PARK #11



ORDINANCE NO. 1651-518

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 1,130 GROSS ACRES GENERALLY LOCATED FROM DYSART ROAD TO THE WEST TO AVONDALE BOULEVARD TO THE EAST, $\frac{3}{4}$ MILE SOUTH OF LOWER BUCKEYE ROAD, AND $\frac{1}{4}$ MILE NORTH OF SOUTHERN AVENUE, AS SHOWN IN APPLICATION PL-17-0223, FROM RURAL RESIDENTIAL-43 (RR-43) TO LAKIN PROPERTY PLANNED AREA DEVELOPMENT (LAKIN PAD).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas"), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for a $\pm 1,130$ acre parcel of real property from Rural Residential-43 (RR-43) to Lakin Property Planned Area Development (Lakin Property PAD); and

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

WHEREAS, on April 19, 2018, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

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

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

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

SECTION 2. The $\pm 1,130$ acre parcel of real property generally located from Dysart Road to the west to Avondale Boulevard to the east, $\frac{3}{4}$ mile south of Lower Buckeye Road, and $\frac{1}{4}$ mile north of Southern Avenue, as shown in Application PL-17-0223, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby rezoned from Rural Residential-43 (R-43) to Lakin Property Planned Area Development (Lakin Property PAD), subject to the City of Avondale adopted codes, requirements, standards and regulations and the following stipulations:

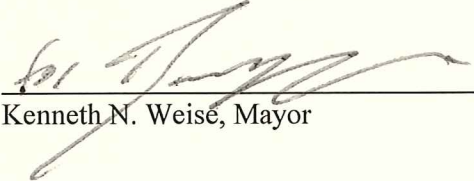
1. Development shall conform to the Lakin Property PAD Narrative date stamped April 2, 2018, except as modified by these conditions.

2. All off-site improvements on Avondale Boulevard shall be completed in the first phase of development, except for the northern most 600' of Avondale Boulevard adjacent to the northeast corner of property. The northern most 600 feet of Avondale Boulevard must be completed prior to issuance of a permit for improvements to (i) the adjacent commercial site or (ii) the adjacent public safety site.

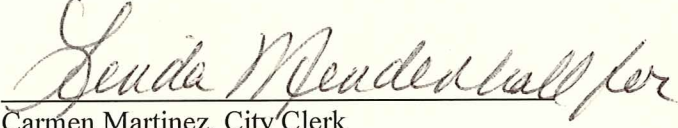
SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 21, 2018.


Kenneth N. Weise, Mayor

ATTEST:


Carmen Martinez, City Clerk

APPROVED:

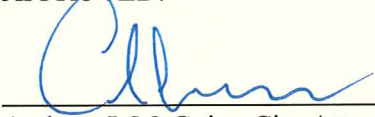

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1651-518

[Legal Description and Map]

See following pages.

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 1 of 5

PARCEL DESCRIPTION Lakin Property PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
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December 13, 2017
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THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

**Parcel Description
Lakin Property
PAD Limits**

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Revised February 2, 2018
December 13, 2017
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THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
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Revised February 2, 2018
December 13, 2017
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AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

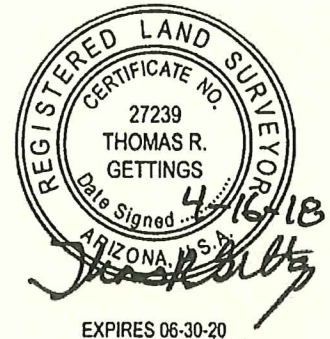
THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

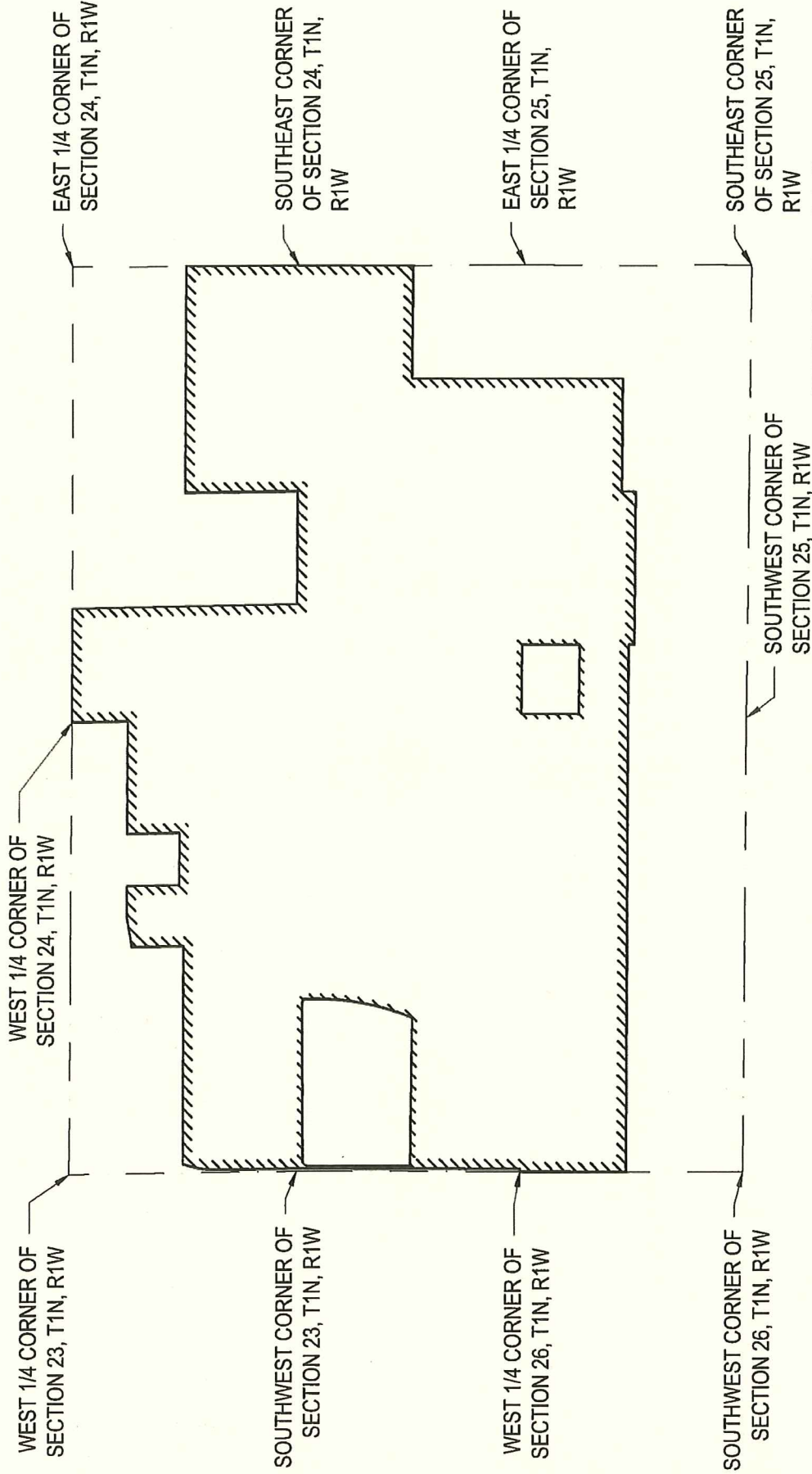
Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

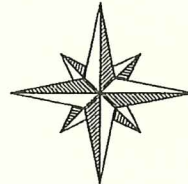
This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18.docx





N



WOOD/PATEL

MISSION: CLIENT SERVICE[®]
(602) 335-8500
WWW.WOODPATEL.COM

EXHIBIT "A"

LAKIN RANCH
PAD SUBMITTAL

09/13/17

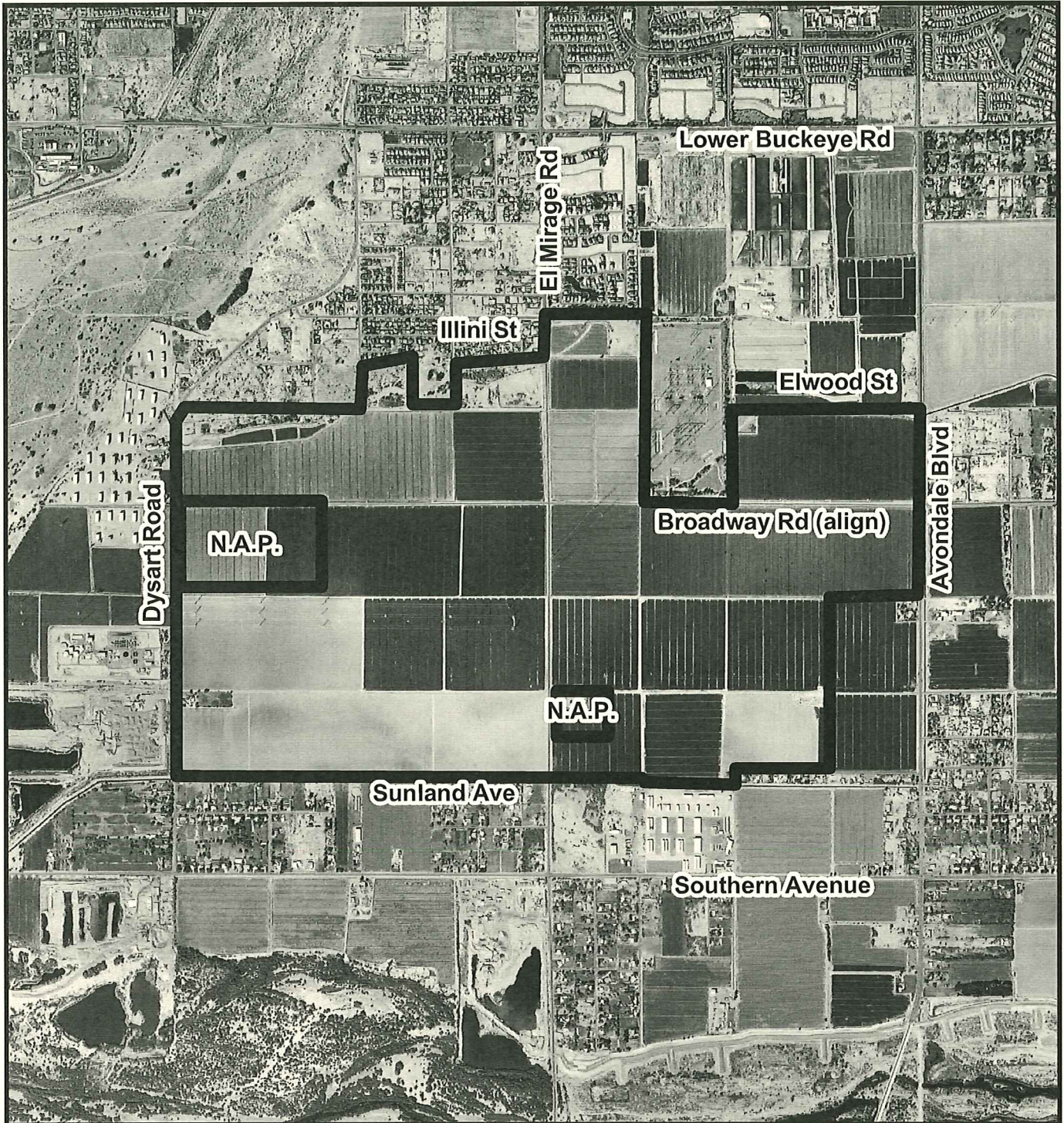
WP# 174612

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NOT TO SCALE

Z:\2017\174612\Survey\Exhibits\4612-E02.dwg

EXPIRES 06-30-20



Aerial / Location Map



Avondale



Subject Property

Exhibit G

Alamar Preliminary Plats Phase 2 & Phase 3

Excerpt of Planning Commission Meeting Notes
April 18, 2019

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

Thursday, April 18, 2019
6:00 P.M.

I. CALL TO ORDER

Chair Van Leuven called the Regular Meeting to order at approximately 6:00 p.m.

II. ROLL CALL

The following members and representatives were present:

COMMISSIONERS PRESENT

Rusty Van Leuven, Chair
Lisa Amos – Vice Chair
Maribel Guerrero, Alternate
David Iwanski, Commissioner
Lisa Osborne, Commissioner

COMMISSIONERS UNEXCUSED

Linda Warren, Commissioner
Christopher Thompson, Commissioner
Denise Stanfield, Commissioner

CITY STAFF PRESENT

Jodie Novak, Planning Manager
Rick Williams, Senior Planner
Ken Galica, Lead Planner
Michelle Pelishek, Planner
Michael Wawro, City Attorney

III. OPENING STATEMENT

Chair Van Leuven read the Opening Statement.

IV. APPROVAL OF MINUTES

Chair Van Leuven invited a motion to approve the minutes. Commissioner Iwanski moved to accept the minutes from the March 21, 2019, regular meeting as presented. Vice Chair Amos seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Aye
Lisa Amos	Aye
David Iwanski	Aye
Lisa Osborne	Aye

The motion was approved 4 to 0.

V. PUBLIC HEARING ITEMS:

1. PL-18-0322 Alamar Phase 2 Preliminary Plat

The Planning Commission will consider a request by Frank Koo with Wood, Patel & Associates for approval of the Alamar Phase 2 Preliminary Plat. The plat includes approximately 122.4 acres located at the southwest corner of Broadway Road and the Alamar Parkway alignment, El Mirage Road. The proposed plat subdivides the land into 346 single-family residential lots, common open space, and landscape areas. Staff contact: Rick Williams

Mr. Williams noted that the official groundbreaking for the Alamar Project had occurred two weeks prior. He stated that although the presentation would cover both Phase 2 and Phase 3 Preliminary Plats (PL-18-0322 and PL-18-0323), they would each need their own motion.

Mr. Williams provided the following highlights:

- Phase 1 was through the final plat stage
- Phase 2 and Phase 3 (boundaries outlined in presentation)
- Phase 2 contains 122.4 acres, three lot sizes ranging from 5,175 square feet up to 7,200 square feet
- Three formative parks associated with Phase 2 (about ½ acre in size) and contain specific amenities such as in turf areas, shaded ramadas, and other types of small scale amenities
- Phase 3 has 317 lots, four lot from 5,175 square feet up to 9,100 square feet – the largest lot in the development
- Phase 3 contains four parks
- Development conforms to the General Plan 2030 but more specifically to the PAD (development standards are reasonable and not detrimental to anyone in surrounding area)
- Conditions of approval of both Phase 2 and 3 are reasonable to ensure conformance with provisions as outlined by the development agreement, the PAD, and City code and ordinances

- Staff recommends approval of Phase 2, subject to conditions of approval in staff's report, and staff recommends approval of Phase 3, also subject to conditions of approval in staff's report
- First neighbourhood park will be developed in conjunction with Phase 1, in addition to the community park, which includes swimming pool, playground splash pad and other amenities; the formative park within each of the communities is more passive (diagram shown): Formative park #5 and although each of the 7 parks are a little bit different, they are all similar, with mailboxes, shaded ramadas, open space lawn (small scale)

Chair Van Leuven invited a motion to approve PL-18-0322. Vice Chair Amos moved to approve matter PL-18-0322 Alamar Phase 2 Preliminary Plat, subject to conditions of approval in staff's report. Commissioner Osborne seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Aye
Lisa Amos	Aye
David Iwanski	Aye
Lisa Osborne	Aye

The motion was approved 4 to 0.

2. **PL-18-0323 Alamar Phase 3 Preliminary Plat**

The Planning Commission will consider a request by Frank Koo with Wood, Patel & Associates for approval of the Alamar Phase 3 Preliminary Plat. The plat includes approximately 99.4 acres located north of Sunland Avenue and east of the Alamar Parkway Alignment, El Mirage Road. The proposed plat subdivides the land into 317 single-family residential lots, common open space, and landscape areas.

Staff contact: Rick Williams

Chair Van Leuven invited a motion to approve PL-18-0323. Commissioner Iwanski moved to approve matter PL-18-0323 Alamar Phase 3 Preliminary Plat, subject to conditions of approval in staff's report. Commissioner Osborne seconded the motion.

ROLL CALL VOTE

Russell Van Leuven	Aye
Lisa Amos	Aye
David Iwanski	Aye
Lisa Osborne	Aye

The motion was approved 4 to 0.

With no further business, the meeting concluded at approximately 6:35 p.m.

FOR SPECIAL ACCOMMODATIONS

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

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, impresión grande o intérprete, deben comunicarse con la Secretaría de la Ciudad al 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta.

Staff Signature

Date



CITY COUNCIL REPORT

SUBJECT: Cerro Vista - Continuance of a General Plan Amendment request (Application PL-18-0079)

MEETING DATE: 5/20/2019

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 continuance by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., for application PL-18-0079 Cerro Vista. The application is a request to amend the General Plan 2030 Land Use Map for 11.4-acres of land from Urban Residential (UR) to High Density Residential (HDR) on property located east of the northeast corner of Fairway Drive and Van Buren Street. The Council will take appropriate action.

BACKGROUND:

The City Council was scheduled to hear a request from Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., for a minor amendment to the General Plan 2030 Land Use Map for an 11.4-acre parcel of land located east of the northeast corner of Fairway Drive and Van Buren Street. The minor amendment, if approved, would change the land use designation for the subject site from Urban Residential (UR) to High Density Residential (HDR).

DISCUSSION:

The applicant has requested this item be continued to an undetermined meeting date to further address the project's development timing (Exhibit A). This item was heard by Planning Commission on April 18, 2019. Commission recommended approval 4-0 to continue this item. New noticing will be required for scheduling of future public hearings.

BUDGET IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

City Council to approve the applicant's request to **CONTINUE** application PL-18-0079 Cerro Vista indefinitely.

PROPOSED MOTION: I move that City Council **CONTINUE** application PL-18-0079 Cerro Vista Minor General Plan Amendment, as requested.



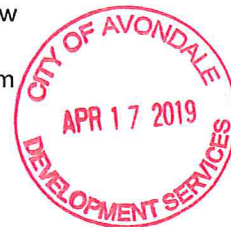
**TIFFANY
& BOSCO**
P.A.

Shaine T. Alleman

Attorney at Law

602.452.2712

sta@tblaw.com



April 17, 2019

Tracy Stevens, Development Services Director
City of Avondale, Development and Engineering Services Department
11465 W Civic Center Drive
Avondale, Arizona 85323

**RE: Cerro Vista Applications #'s PL-18-0079 (Minor GPA) & PL-18-0080 (PAD Rezoning);
Public Hearing Continuance Request**

Ms. Stevens:

As you are aware, we represent Virtua Avondale Eleven Owner, LLC ("Virtua") and Quyp Development Services, LLC ("Quyp") in its interest in the approximately 11.4 (gross) acres generally located 500' east of N. Fairway Drive on the north side of W. Van Buren Street in Avondale, Arizona (the "Property").

On April 8, 2019, we were sent an email communication from your offices regarding a new zoning condition on the Cerro Vista project requiring commencement of vertical construction within one (1) year. This time stipulation has caused major issues with my client, the client's lender, and its potential builders. These are issues that we have never confronted on any other projects and the issues cannot be resolved with the little time we have with getting this proposed stipulation only a week ago and with an upcoming hearing on Thursday, April 18, 2019.

On behalf of Virtua and Quyp, we formally request an indefinite continuance from any public hearings, including the scheduled Planning Commission, for the Cerro Vista General Plan Amendment and PAD Rezoning Applications until further notice.

As you aware, Virtua and Quyp have invested significant resources in Avondale and are eager to work with the City to bring forth development in the City. It is important that we have the City's support on Cerro Vista and all other projects. We look forward to continuing to work with the City to that end.

Sincerely,

Shaine T. Alleman

Cc: Mayor Kenneth Weise, City of Avondale
Rick Williams, City of Avondale
Jeremy Hall, Virtua Partners
Nick Montague, Quyp Development



CITY COUNCIL REPORT

SUBJECT: Cerro Vista - Continuance of a Rezoning request (Application PL-18-0080)

MEETING DATE: 5/20/2019

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 continuance by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., for application PL-18-0080 Cerro Vista. The application is a request to rezone approximately 11.4-acres of land from Agriculture (AG) and Community Commercial (C-2) to Planned Area Development (PAD) for a high-density urban living multi-family residential development. The Council will take appropriate action.

BACKGROUND:

The City Council was scheduled to hear a request from Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., to rezone 11.4-acres of land located east of the northeast corner of Fairway Drive and Van Buren Street. The requested rezoning, if approved, would change the zoning on the subject site from AG and C-2 to Cerro Vista PAD for a high-density urban living multi-family residential development.

DISCUSSION:

The applicant has requested this item be continued to an undetermined meeting date to further address the project's development timing (Exhibit A). This item was heard by Planning Commission on April 20, 2019. Commission recommended approval 4-0 to continue this item. New noticing will be required for scheduling of future public hearings.

BUDGET IMPACT:

This item has no budgetary impact.

RECOMMENDATION:

City Council to approve the applicant's request to **CONTINUE** application PL-18-0080 Cerro Vista indefinitely.

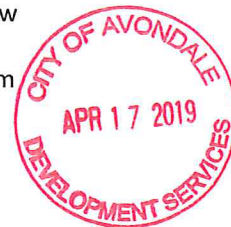
PROPOSED MOTION:

I move that City Council **CONTINUE** application PL-18-0080 Cerro Vista Rezoning request, as requested.



**TIFFANY
& BOSCO**
P.A.

Shaine T. Alleman
Attorney at Law
602.452.2712
sta@tblaw.com



April 17, 2019

Tracy Stevens, Development Services Director
City of Avondale, Development and Engineering Services Department
11465 W Civic Center Drive
Avondale, Arizona 85323

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Shaine T. Alleman

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