



City of Avondale

City Council Meeting

Monday, February 7, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager

Tracy Stevens, Deputy City Manager | Lindsey Duncan, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting
Notice & Agenda
Monday, February 7, 2022

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

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

**REGULAR MEETING
6:00 PM**

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

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

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

3. PRESENTATION ITEMS

a. SWEARING IN OF NEW COUNCIL MEMBER

Newly appointed Council Member Gloria Solorio will take her Oath of Office.

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the following City Council meeting minutes: (a) December 22, 2021, (b) December 23, 2021, and (c) January 4, 2022. The Council will take appropriate action.

b. TRANSFER OF BUDGET APPROPRIATION BETWEEN DEPARTMENTS

City Council will consider a request to approve certain transfers of budget appropriations between departments. The Council will take appropriate action.

c. RESOLUTION 1007-0222 - MEMORANDUM OF UNDERSTANDING WITH MARICOPA COUNTY ATTORNEY'S OFFICE FOR TESTING OF SEXUAL ASSAULT KITS

City Council will consider a request to adopt Resolution 1007-0222, authorizing the Avondale Police Department's continued participation in the memorandum of understanding with Maricopa County Attorney's Office for the testing of Sexual Assault Kits and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1008-0222 - FUNDING AGREEMENT WITH THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION FOR THE AVONDALE EDGE EMCC SCHOLARSHIP FUND

City Council will consider a request to adopt Resolution 1008-0222, approving the Funding Agreement between the City of Avondale and Maricopa County Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTIONS 1009-0222 AND 1010-0222 – MAINTENANCE IMPROVEMENT DISTRICT NO. 22 FOR ALAMAR PHASE 4 AND ALAMAR PHASE 4 RE-PLAT

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1009-0222, declaring its intention to form the Maintenance Improvement District No. 22, Alamar Phase 4 and Alamar Phase 4 Re-Plat, providing for the assessment; and (c) adopt Resolution 1010-0222, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency, and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2006-0222 - ABANDONMENT OF A WATER LINE EASEMENT - DUTCH BROS

City Council will consider a request to adopt Ordinance 2006-0222, authorizing the abandonment of a public water line easement on Dutch Bros. property located at the southwest corner of 114th Avenue and Dale Earnhardt Drive and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ALAMAR PHASE 4 RE-PLAT - FINAL PLAT - APPLICATION PL-21-0311

City Council will consider a request by Mr. Frank Koo PE, Wood, Patel & Associates, Inc., for approval of a Final Plat - Alamar Phase 4 Replat to create 22 single-family residential lots, area tracts, and dedicates streets and easements on approximately 14 acres located at the southwest corner of El Mirage Road and Alamar Boulevard. The Council will take appropriate action.

5. REGULAR AGENDA

a. COUNCIL APPOINTMENT TO SUBCOMMITTEE ON BOARDS, COMMISSIONS AND COMMITTEES

City Council will consider a request to appoint a member to the Council Subcommittee on Boards, Commissions and Committees. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2007-0222 — THE RESIDENCES AT AGUA FRIA ANNEXATION — APPLICATION PL-21-0191

City Council will hold a public hearing and consider a request to adopt Ordinance 2007-0222, approving a request by Adam Baugh, Withey Morris PLC, on behalf of property owner Mattfeld Holdings LLC to annex approximately 4.11 acres generally located approximately 1,203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road. The Council will take appropriate action.

c. PUBLIC HEARING AND RESOLUTION 1011-0222 - THE RESIDENCES AT THE AGUA FRIA - MINOR GENERAL PLAN AMENDMENT - APPLICATION PL-21-0335

City Council will hold a public hearing and consider a request to adopt Resolution 1011-0222, approving a request by Adam Baugh, Withey Morris PLC, on behalf of property owners Gisela and Carlos Roberto Blancas and Carl and Patricia Weiler, to amend the General Plan 2030 Land Use Map for approximately 7.16 acres of a larger 22-acre property, located approximately 500 west of the southwest corner of Buckeye Road and El Mirage Road, for The Residences at the Agua Fria which is a proposed 22 acre multi-family development. The proposed Minor General Plan Amendment (GPA), if approved, will amend the General Plan 2030 Land Use Map designation from Medium Density Residential (MDR) to High Density Residential (HDR). The Council will take appropriate action.

d. PUBLIC HEARING AND ORDINANCE 2008-0222 – THE RESIDENCES AT THE AGUA FRIA – REZONE – APPLICATION PL-21-0192

City Council will hold a public hearing and consider a request to adopt Ordinance 2008-0222, approving a request by Adam Baugh, Withey Morris PLC, on behalf of property owners Mattfeld Holdings LLC, Gisela and Carlos Roberto Blancas and Carl and Patricia Weiler, to rezone approximately 22.3 net acres located approximately 500 feet west of the southwest corner of Buckeye Road and El Mirage Road from Urban Residential-6 (R1-6), Rural Residential-43 (RR-43), and Diamond Ridge PAD zoning to The Residences at the Agua Fria PAD for a multi-family residential use. The Council will take appropriate action.

e. LIV AVONDALE - DEVELOPMENT PLAN (SITE PLAN & DESIGN REVIEW) - APPLICATION PL-21-0260

City Council will consider a request by Mr. Dan Mann, 3engineering on behalf of Jason Lentz, LIV Development, for approval of PL-21-0260 LIV Avondale Development Plan (Site Plan and Design Review), a proposed 316-unit multi-family residential apartment community and 1,064 square foot retail space located within The BLVD Specific Plan on approximately 13.03 acres at the southwest corner of Avondale Boulevard and the Roosevelt Street. The Council will take appropriate action.

6. RECESS OF THE REGULAR MEETING

WORK SESSION

Convene immediately following the Regular Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. WATER RESOURCES UPDATE

City Council will receive an update from staff regarding the City's diverse water portfolio, the current condition of our resources, and the planning underway to ensure that our water resources grow with the future of our City. This item is for discussion only.

3. ADJOURNMENT

REGULAR MEETING
Resume immediately following the Work Session

CALL TO ORDER BY MAYOR

1. ROLL CALL NOTED BY THE CITY CLERK

2. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(3) and (A)(4) for discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated litigation with the former city manager and to instruct the City Attorney or attorneys for the City on such litigation.

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

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

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

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

PURPOSE:

City Council will consider a request to approve the following City Council meeting minutes: (a) December 22, 2021, (b) December 23, 2021, and (c) January 4, 2022. The Council will take appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the following City Council meeting minutes: (a) December 22, 2021, (b) December 23, 2021, and (c) January 4, 2022 .

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
SONORAN CONFERENCE ROOM
December 22, 2021

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 9:00 a.m.

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

Note: Council Members Dennis and Kilgore attended the meeting by video.

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Assistant City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Mary Grace McNear, Deputy City Attorney; Stephen Kemp, Attorney II; Marcella Carrillo, City Clerk; Dale Nannenga, Public Safety Chief; and Marshall Pimentel, Intergovernmental Affairs Administrator.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. ADJOURNMENT INTO EXECUTIVE SESSION

Mayor Weise moved to adjourn the Special Meeting and hold an executive session pursuant to: (a) Ariz. Rev. Stat. § 38--431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the City Attorney or attorneys of the City concerning legal issues pertaining to the employment agreement between the City and the City Manager and to instruct the City Attorney or attorneys of the City concerning the employment agreement; and (b) Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of the City Manager; Council Member Pineda seconded the motion.

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

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

Meeting adjourned at 9:01 p.m.

City Council reconvened the Special Meeting at 11465 Civic Center Drive in open and public session at 10:50 a.m.

3. DISCUSSION REGARDING CITY MANAGER

Council Member Malone moved to place the City Manager on administrative leave; Council Member Nielson seconded the motion. Prior to the vote, Council Member Malone amended her motion to place the City Manager on administrative leave with pay; Council Member Nielson seconded the motion.

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

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

Mayor Weise moved to appoint Cherlene Penilla as Acting City Manager; Council Member Nielson seconded the motion.

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

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

4. ADJOURNMENT

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

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

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

Meeting adjourned at 10:57 a.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Council of the City of Avondale held on the 22nd day of December 2021. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
December 23, 2021

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 2:00 p.m. All participants attended by phone or video.

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

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Assistant City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Mary Grace McNear, Deputy City Attorney; Steve Kemp, Attorney II; Marcella Carrillo, City Clerk; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 30 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYMENT AGREEMENT WITH CHARLES A. MONTOYA

City Council discussed and took action to terminate the employment agreement with Charles A. Montoya as City Manager with cause, effective immediately and to direct the City Attorney to take all necessary steps to implement such action.

Nicholle Harris, City Attorney, provided a brief staff report, noting that the legal analysis determines that cause exists under Subsections 3.1 of the employment agreement which states that City Council may terminate the agreement with cause and pay no severance if the City Manager has: (c) Either in his personal or professional capacity, severely damaged the reputation of the City or the City Council or otherwise substantially impaired the City's ability to maintain or attract businesses; and (e) Caused or allowed any practice activity decision or organizational circumstance which is either illegal, immoral, imprudent or in violation of the ICMA Code of Ethics.

Ms. Harris explained that the legal analysis has been provided to City Council through the City Council Report that is uploaded to the agenda packet. The proposed motion is based on a determination by City Council that Mr. Montoya has engaged in prohibited action. Under Subsections 3.1 C and E and such actions constitute a basis for termination of his employment agreement with cause.

Council Member Nielson requested the City Council Report be corrected to reflect the correct date of the Executive Session meeting (December 22, 2021).

Council Member Dennis moved to terminate the employment agreement with Charles A. Montoya as City Manager with cause, effective immediately and to direct the City Attorney to take all necessary steps to implement such action; Vice Mayor Malone seconded the motion.

Council Member Dennis thanked the employees of the City for their continued service to the Avondale residents.

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

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

3. ADJOURNMENT

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

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

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

Meeting adjourned at 2:05 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Council of the City of Avondale held on the 23rd day of December 2021. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY HALL – SONORAN CONFERENCE ROOM
January 4, 2022

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 5:00 p.m.

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

Note: Council Member Nielson attended the meeting through the Zoom Meeting Platform.

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Stephen Kemp, Attorney II; and Marcella Carrillo, City Clerk.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Special Meeting and hold an executive session pursuant to: (a) Ariz. Rev. Stat. § 38--431.03(A)(3) and (A)(4) for discussion with the City Attorney or attorneys for the City for legal advice concerning issues pertaining to the termination of the employment agreement with the former city manager and to instruct the City Attorney or attorneys for the City on such issues; and (b) Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion with Acting City Manager regarding assignments and responsibilities; Council Member Pineda seconded the motion.

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

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

Meeting adjourned at 5:02 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Council of the City of Avondale held on the 4th day of January 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Transfer of Budget Appropriation between Departments

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

Ensuring departments have the necessary appropriation ensures the city can continue to innovate and provide high levels of service.

PURPOSE:

City Council will consider a request to approve certain transfers of budget appropriations between departments. The Council will take appropriate action.

BACKGROUND:

Per ARS 42-17102, the budget adopted by City Council is adopted by fund and department. Per ARS 42-17106, the City Council has the authority to transfer monies between budget items. Per Article VI, Section 7 of the City of Avondale City Charter, City Council may approve the transfer of appropriations between departments.

DISCUSSION:

The final FY2022 budget was adopted on June 7, 2021. Since the budget adoption, there have been circumstances where staff recommends transferring budget appropriations between departments. The specific transfers are outlined in Exhibit A, and the general reasons for the recommended transfers are outlined below.

Adjusting for carryover: As part of the budget process, staff estimated the amount needed for projects or other purchases budgeted in FY2021 that may not be completed by the end of FY2021. This amount was budgeted in FY2022 and represents the carryover. The estimate was done well before the end of the fiscal year for the budget to be developed on time. Consequently, a reconciliation was done to adjust the budgeted carryover amounts to reflect final FY2021 expenditures. Staff recommends transferring the excess carryforward amounts to the appropriate contingency line items, which may be used for emergencies or for unexpected expenses at council direction.

Budget Corrections: The operating budget associated with the new Facilities Department was shifted from City Administration, but the budget for facilities projects was not.

Adjusting for alternative funding sources: Certain programs in the FY2022 budget were originally budgeted to the General Fund but alternative funding sources were found after the budget was adopted. Staff proposes transferring the unnecessary General Fund appropriation to contingency.

Organizational Changes: The reporting structure associated with various activities and positions may change, which requires budget transfers. Transfers are recommended for the following organizational changes:

Transfer transit services from Development and Engineering Services to Public Works.

Transfer the Internal Auditor position to City Administration. The internal auditor position was established in FY2020 within the Finance and Budget Department.

Transfer the following staff and functions to the new Public Safety Department:

- Threats Liaison Officer (1 FTE) and a Community Outreach Coordinator (1 FTE) from Fire and Medical
- Public Safety Investigation Sergeant (1 FTE) and a Policy and Procedures Analyst (1 FTE) from the Police Department
- Security Officer Unit (7 FTE) from the Police Department
- Badging supplies from Human Resources. Badging will be done by the Security Officer Unit.
- Code Compliance (6 FTE) from Development and Engineering Services

Transfer the Revitalization Manager (1.0 FTE) position from Neighborhood and Family Services Department to the Economic Development Department. The Revitalization Manager position originally functioned out of Economic Development and was transferred to NFS in 2009. Economic Development, Neighborhood and Family Services, and other departments will continue to function with a high degree of coordination to advance the revitalization strategies established for Old Town, Cashion and Las Ligas neighborhoods.

BUDGET IMPACT:

The proposed budget transfers will ensure departments have access to the budget necessary to manage their assigned programs.

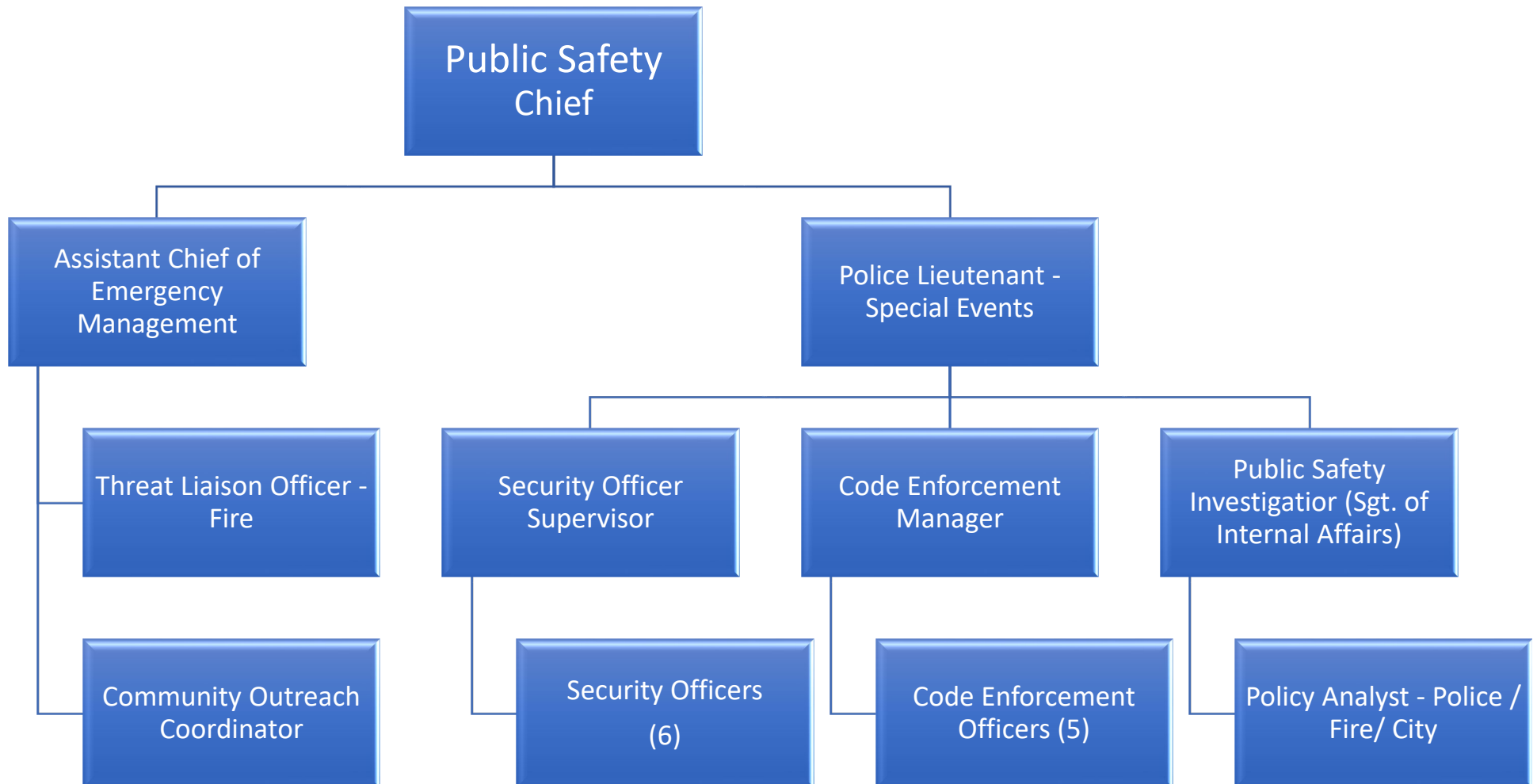
RECOMMENDATION:

Staff recommends council approve the budget transfers as outlined in Exhibit A.

Contact person for document distribution:

Exhibit A- Budget Transfer Detail

<u>From Dept</u>	<u>To Dept/Contingency</u>	<u>Description</u>	<u>Amt</u>	<u>FTE</u>
Carryover Adjustment				
City Council	GF Contingency	Discretionary fund carryover adjustment	6,300	0
Finance & Budget	GF Contingency	Adj for carryover spent in FY2021	18,000	0
Fire & Medical	GF Contingency	Adj for carryover spent in FY2021	172,500	0
Police	GF Contingency	Adj for carryover spent in FY2021	8,900	0
Budget Corrections				
City Administration	Facilities	Transfer project from City Admin to Facilities	817,000	0
Alternative Funding Sources				
Information Technology	GF Contingency	Alternative funding source found - Grants	15,000	0
Neighborhood & Family Services	GF Contingency	Alternative funding source found - Grants	473,400	0
Organizational Changes				
Development & Engineering	Public Works	Transfer Transit to Public Works	1,785,000	0
Finance & Budget	City Administration	Transfer Internal Auditor to City Administration	93,300	1
Development & Engineering	Public Safety	Transfer Code Compliance Unit to Public Safety	333,200	6
Fire & Medical	Public Safety	Transfer Community Outreach Coordinator to Public Safety	36,100	1
Fire & Medical	Public Safety	Transfer Fire Captain (Threat Liaison Officer) to Public Safety	65,900	1
Human Resources	Public Safety	Transfer employee badging supplies from HR to Public Safety	3,000	0
Police	Public Safety	Transfer Security Officer Unit to Public Safety	251,100	7
Police	Public Safety	Transfer Police Sergeant to Public Safety	73,800	1
Police	Public Safety	Transfer Policy and Procedures Analyst to Public Safety	35,200	1
Neighborhood & Family Services	Economic Development	Transfer Revitalization Manager to Economic Development	57,700	1



CITY COUNCIL REPORT

SUBJECT: Resolution 1007-0222 - Memorandum of Understanding with Maricopa County Attorney's Office for testing of Sexual Assault Kits

MEETING DATE: 2/7/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police, (623) 333-7235

THROUGH: Dale Nannenga, Public Safety Chief, (623) 333-7207

STRATEGIC PLAN:

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1007-0222, authorizing the Avondale Police Department's continued participation in the memorandum of understanding with Maricopa County Attorney's Office for the testing of Sexual Assault Kits and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On October 1, 2018, the Maricopa County Attorney's Office received a Sexual Assault Kit Initiative ("SAKI") grant from the United States Department of Justice, Office of Justice Programs to have untested sexual assault kits tested. Sexual assault evidence collections kits are used to collect physical evidence useful in the investigation of instances of sexual assaults and abuse

DISCUSSION:

The purpose of this Agreement is authorizing the Avondale Police Department's continued participation in the memorandum of understanding between the City of Avondale and the Maricopa County Attorney's Office. The provided amended memorandum of understanding states that the Maricopa County Attorney's Office shall continue submitting a report of the results of the untested sexual assault kits to the United States Department of Justice, Office of Justice Programs as contemplated by the SAKI grant agreement through and including October 10, 2022.

This Amendment to Extend the memorandum of understanding is hereby entered into effective on date of the last signature set out below and extended for a period of one year from the date of the last signature.

BUDGET IMPACT:

Maricopa County Attorney's Office received a Sexual Assault Kit Initiative ("SAKI") grant from the United States Department of Justice, Office of Justice Programs funding the testing of Sexual Assault Kits. No additional money is being requested or needed.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the Avondale Police Department's participation in the memorandum of understanding between the City of Avondale and the Maricopa County Attorney's Office for the testing of Sexual Assault Kits and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: Lt. Brandon Busse, 623-333-7290

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COUNTY ATTORNEY'S OFFICE

This Agreement amends Memorandum of Understanding (MOU) between the City of Avondale and the Maricopa County Attorney's Office ("MCAO") for the testing of Sexual Assault Kits funded by a grant from the Office of the District Attorney of New York County, State of New York.

1. On October 1, 2018, MCAO received a Sexual Assault Kit Initiative ("SAKI") grant from the United States Department of Justice, Office of Justice Programs ("DOJ").
2. Section 2.4 is amended to add that MCAO shall submit reports to the DOJ as contemplated by the SAKI grant agreement.
3. The reporting requirements for DANY as outlined in Section 1.4, 1.7, 2.4, 4.1, 4.3.4 and Attachment B of the MOU and any amendments shall apply to the DOJ's SAKI grant. The reporting on SAKI and DANY shall continue through and including October 10, 2022 on the schedule outlined in the August 15, 2016 MOU.
4. Unless expressly changed by this Amendment, the terms of the MOU shall continue to govern the relationship between the parties.

This Amendment to Extend the MOU is hereby entered into effective on date of the last signature set out below and extended for a period of one year from the date of the last signature.

**SIGNATURES FOR THIS AGREEMENT ARE ON THE FOLLOWING PAGE. THE
REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

CITY OF AVONDALE, BY AND
THROUGH THE AVONDALE POLICE
DEPARTMENT ("AGENCY")

THE MARICOPA COUNTY
ATTORNEY'S OFFICE
("MCAO")

By: _____
Name: _____
Title: _____
Date: _____

Allister Adel
Maricopa County Attorney
Date: _____

MARICOPA COUNTY BOARD OF
SUPERVISORS

Signature: _____
Chairman, Maricopa County Board of
Supervisors
Date: _____

ATTEST:
Signature: _____
Clerk of the Board
Date: _____

Approved as to legal form:

Approved as to legal form:

By: _____
Legal Counsel to the Agency
Date: _____

By: _____
Legal Counsel to MCAO
Date: _____

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COUNTY ATTORNEY'S OFFICE

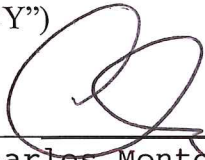
This Agreement amends Memorandum of Understanding (MOU) between the City of Avondale and the Maricopa County Attorney's Office ("MCAO") for the testing of Sexual Assault Kits funded by a grant from the Office of the District Attorney of New York County, State of New York.

1. On October 1, 2018, MCAO received a Sexual Assault Kit Initiative ("SAKI") grant from the United States Department of Justice, Office of Justice Programs ("DOJ").
2. Section 2.4 is amended to add that MCAO shall submit reports to the DOJ as contemplated by the SAKI grant agreement.
3. The reporting requirements for DANY as outlined in Section 1.4, 1.7, 2.4, 4.1, 4.3.4 and Attachment B of the MOU and any amendments shall apply to the DOJ's SAKI grant. The reporting on SAKI and DANY shall continue through and including October 10, 2021 on the schedule outlined in the August 15, 2016 MOU.
4. Unless expressly changed by this Amendment, the terms of the MOU shall continue to govern the relationship between the parties.

This Amendment to Extend the MOU is hereby entered into effective on date of the last signature set out below.

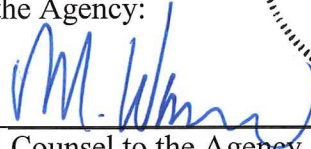
SIGNATURES FOR THIS AGREEMENT ARE ON THE FOLLOWING PAGE. THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CITY OF AVONDALE, BY AND THROUGH
THE AVONDALE POLICE DEPARTMENT
("AGENCY")

By: 
Name: Charles Montoya
Title: City Manager
Date: 10/24/19

ATTEST:

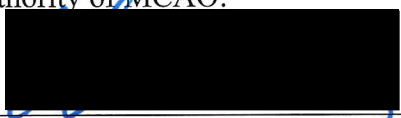
Approved as to legal form and
as being within the powers and
authority of the Agency:

By: 
Legal Counsel to the Agency
Date: 10/23/19

MARICOPA COUNTY, BY AND
THROUGH THE MARICOPA COUNTY
ATTORNEY'S OFFICE ("MCAO")


Name: *Allister Adel*
County Attorney
Date: 11-25-19

Approved as to legal form and
as being within the powers and
authority of MCAO:


Legal Counsel to MCAO
Date: 11-19-19





August 24, 2016

Maricopa County Attorney's Office
301 W Jefferson St
Phoenix, AZ 85003

Re: Memorandum of Understanding

Gretchen McClellan,

Enclosed you will find one (1) signed original of the Memorandum of Understanding Between Maricopa County Attorney's Office and the City of Avondale.

If I can be of further assistance, please call me at 623-333-1215.

Thank you,

A handwritten signature in black ink, appearing to read "Amapola Arreola", is written over a faint, circular official stamp.

Amapola Arreola
City of Avondale
City Clerk Office
aarreola@avondale.org

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COUNTY ATTORNEY'S OFFICE

This Memorandum of Understanding (MOU) is made between the City of Avondale, Arizona, acting through the Avondale Police Department (collectively referred to herein as the "Agency"), and Maricopa County, by and through the Maricopa County Attorney's Office ("MCAO").

WHEREAS, sexual assault and abuse have substantial and detrimental effects on the health and general welfare of the people of Maricopa County;

WHEREAS, sexual assault evidence collection kits ("SAKs") are used to collect physical evidence useful in the investigation of instances of sexual assaults and abuse;

WHEREAS, Agency has "Untested SAKs", which are defined for purposes of this MOU as a SAK that has not been analyzed by a forensic lab within 365 days of being booked into law enforcement evidence. SAKs for cases in which the identity of the offender is not an issue, the statute of limitations has expired, or the offender was convicted without DNA evidence still fall under this definition and are not excluded from this MOU. SAKs that have been tested, but have not been tested for the presence of DNA evidence, also fall under the definition of "Untested SAK" and are not excluded. Untested SAKs do not include SAKs in cases where a victim chooses not to report a crime. Such non-reported, unreported, anonymous or "Jane Doe" SAKs should not be tested under the terms of this MOU unless a victim has decided to make a police report at a later time. In addition, the term "Untested SAK" does not include cases where evidence exists that no crime was committed (e.g., the victim recants or video footage exists demonstrating there was no crime).

WHEREAS, MCAO desires to collaborate with the Agency to have Untested SAKs tested and to report the results of such testing as set out in this MOU;

WHEREAS, MCAO has applied for and been awarded a grant ("Grant") from the District Attorney of New York County, State of New York, ("DANY") under the DANY Sexual Assault Kit Backlog Reduction grant program to assist in the reduction of the number of Untested SAKs in Maricopa County;

WHEREAS, pursuant to the program described in the Grant and the grant agreement executed by MCAO and DANY ("Grant Agreement"), the Agency and MCAO desire to cooperate to submit Untested SAKs to an appropriate and accredited commercial laboratory ("Laboratory") so that evidence contained in Untested SAKS can be tested for

the presence of certain biological substances containing Deoxyribonucleic Acid ("DNA");

WHEREAS, MCAO and the Agency intend that DNA profiles identified by the Laboratory will be submitted to the State of Arizona Department of Public Safety (the "DPS Lab") for review and potential submission to the Federal Bureau of Investigation's combined DNA Index System ("CODIS"), to enable the Agency to develop potential investigative leads that could result in the identification of a suspect or suspects of alleged sexual assault, abuse, or other crimes;

WHEREAS, the Agency intends to cooperate with MCAO in prosecution of the suspect or suspects identified as a result of DNA testing by the Laboratory and the further analysis by the DPS Lab of evidence contained in the Untested SAKs;

WHEREAS, pursuant to its statutory mission, MCAO intends to review charges submitted by law enforcement for potential prosecution and take appropriate action;

NOW, THEREFORE, the parties hereto agree to enter into this MOU according to the terms and conditions set forth below.

1. DUTIES OF THE AGENCY

1.1. INVENTORY, SELECTION, AND SHIPPING OF UNTESTED SAKs.

1.1.1. INVENTORY OF UNTESTED SAKs. The Agency will create an inventory listing, by a mutually agreed upon tracking system of reference numbers or names, the Untested SAKs that the Agency intends to submit to the Laboratory pursuant to this MOU.

1.1.2. SELECTION. Upon receipt of the inventory described above, MCAO will advise the Agency of the number of Untested SAKs that the Agency is authorized to deliver to the Laboratory for testing as set out in this MOU. MCAO's duty to pay the Laboratory for testing applies only with respect to (i) the testing functions contemplated by this MOU, and (ii) the Untested SAKs approved by MCAO, in a written communication to the Agency, for shipment to the Laboratory.

1.1.3. FORKLIFT APPROACH. The Agency shall use a "Forklift Approach" in identifying the Untested SAK for testing under this MOU. "Forklift Approach" means the testing of all Untested SAKs irrespective of the type of kit. Under a "Forklift Approach" Untested SAKs should not be excluded from the sample of kits to be tested for reasons including: expired statute of limitations, perceived

weaknesses in the case, the nature of the victim/defendant relationship, victim cooperation at the time the crime was reported, previous adjudication of the case, or prior forensic testing.

1.1.4. RANDOM SAMPLING OF UNTESTED SAKs. If MCAO authorization for testing pursuant to this MOU applies to fewer than all the Untested SAKs listed in the inventory submitted by the Agency, the Agency will use a random method of selecting the Untested SAKs authorized by MCAO. Only Untested SAKs selected through use of such a Random Sample selection process will be eligible for testing and reporting as set out in this MOU. "Random Sample" means a process of selecting a subset of SAKs in which each kit in the subset has an equal probability of being selected for testing. For example, if the Agency is authorized by MCAO to test one-fourth of its total backlog of Untested SAKs pursuant to this MOU, the Random Sample should include every fourth Untested SAK, and the Agency is not permitted to select intentionally a specific kit for testing. However, notwithstanding the foregoing, specific Untested SAKs may be selected for testing if a statute of limitations will expire within two years; the Agency will notify MCAO of the Untested SAKs selected based on this statute of limitations provision.

1.1.5. SHIPPING. Upon receipt of authorization from MCAO and, if section 1.1.4 above applies, selection of the Untested SAKs to be submitted for testing, the Agency shall ship the Untested SAKs to the Laboratory designated by MCAO.

1.2. RECEIPT AND PROCESSING OF SAKs FOLLOWING LABORATORY TESTING.

Following the testing by the Laboratory, the SAKs shall be delivered to the DPS Lab for further testing. The DPS Lab must approve and comply with the technical specifications to be used in performing DNA analysis by the Laboratory (see the agreements set out in Attachment A for such specifications), take ownership of the data produced, perform technical review(s) of the data according to the FBI DNA Quality Assurance Standards, and provide to the Agency all eligible profiles for entry into CODIS. The Agency shall enter all eligible profiles into CODIS.

1.3. PAYMENTS TO THIRD PARTIES.

- 1.3.1. PAYMENT FOR SHIPPING OF SAKs. The Agency shall be responsible for payment of all shipping expenses incurred in submitting the Untested SAKs to the Laboratory and for return of the SAKs and results from the Laboratory.
- 1.3.2. PAYMENT TO THE LABORATORY. MCAO has executed a separate agreement (see Attachment A) with each Laboratory that provides for payment of a fixed amount to cover certain testing functions related to the Untested SAKs. The Agency will be solely responsible for paying the Laboratory for any additional testing or processing relating to the Untested SAKs.
- 1.3.3. PAYMENT TO THE DPS LAB. Pursuant to an Intergovernmental Agreement between MCAO and the DPS Lab (the "MCAO/DPS IGA"), MCAO shall pay the DPS Lab a fixed amount per SAK for the services provided by the DPS Lab pursuant to the MCAO/DPS IGA and as described in this MOU. MCAO shall not have any duty to pay the DPS Lab any amount in excess of the fixed amount set forth in the MCAO/DPS IGA. The Agency agrees to pay the DPS Lab for any amounts due in excess of the amounts paid by MCAO pursuant to the MCAO/DPS IGA.
- 1.4. REQUIRED QUARTERLY REPORTS TO MCAO. Not later than January 10th, April 10th, July 10th, and October 10th of each year through and including October 10, 2019, the Agency shall report the information set out in Attachment B to MCAO, in a format provided by MCAO (which may include separate reporting of cumulative and interim or periodic data), regarding the SAKs tested pursuant to this MOU. The Agency will cooperate with MCAO to provide all data that may be required by DANY.
- 1.5. TRACKING AND SHARING INFORMATION. The Agency agrees to track and share with MCAO all information regarding the selection, submittal, and processing of SAKs contemplated by this MOU, including inventory, selection, shipping, DNA testing by the Laboratory, receipt and determination of CODIS eligibility by Forensic Services, follow-up investigation by the Agency, and submittal to MCAO for consideration of prosecution.
- 1.6. TECHNICAL SPECIFICATIONS AND PRESERVING THE CHAIN OF CUSTODY. The Agency agrees to the Technical Specifications and Chain of Custody provisions set out in Exhibit I of the agreement between MCAO and the Laboratory (see Attachment

A). The Chain of Custody protocols for handling SAKs are intended to document and preserve a record of a continuous chain of custody of the evidence contained in the SAKs; such protocols shall include submitting with the Untested SAKs to the Laboratory a manifest of the contents of the package and appropriate supporting documentation.

1.7. RECORD KEEPING AND INSPECTION. The Agency shall maintain current, complete, and accurate records and accounts of all actions, obligations, and expenditures regarding performance of this MOU. The Agency shall permit and have readily available for examination and auditing by MCAO and any of its duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this MOU. The Agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six years after termination of this MOU, whichever time period is longer.

2. DUTIES OF MCAO

2.1. RECEIPT AND REVIEW OF PROPOSED SUBMISSION OF UNTESTED SAKS.

MCAO shall receive and review the inventory submitted by the Agency, and provide written authorization regarding shipment by the Agency of a certain number, determined by MCAO, of Untested SAKs to the Laboratory.

2.2. PAYMENT TO LABORATORY. Pursuant to MCAO's agreement with the Laboratory (attached hereto as Attachment A), MCAO shall pay the Laboratory a fixed amount for services regarding the Untested SAKs processed by the Laboratory as contemplated by this MOU. MCAO shall not have any duty to pay the Laboratory any amount in excess of the fixed amount set forth in the agreement between MCAO and the Laboratory; if the Agency requests the Laboratory to perform services in addition to those covered by the agreement between MCAO and the Laboratory, the Agency shall be responsible to pay for such additional services.

2.3. PAYMENT TO THE DPS LAB FOR SERVICES AND PROCESSING. Pursuant to the MCAO/DPS IGA, MCAO shall pay the DPS Lab a fixed amount per SAK for the services provided by the DPS Lab pursuant to the MCAO/DPS IGA and as described in

this MOU. MCAO shall not have any duty to pay the DPS Lab any amount in excess of the fixed amount set forth in the MCAO/DPS IGA. The Agency agrees to pay the DPS Lab for any amounts due in excess of the amounts paid by MCAO pursuant to the MCAO/DPS IGA.

2.4. REPORTING TO DANY. MCAO shall submit the reports to DANY as contemplated by the Grant Agreement.

2.5. RECORD KEEPING AND INSPECTION. MCAO shall maintain current, complete, and accurate records and accounts of all actions, obligations, and expenditures regarding performance of this MOU. MCAO shall permit and have readily available for examination and auditing by the Agency and any of its duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this MOU. The MCAO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six years after termination of this MOU, whichever time period is longer.

3. MUTUAL DUTIES AND REPRESENTATIONS.

3.1. INDEMNIFICATION. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (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 the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

3.2. COOPERATION. MCAO and the Agency each agree to cooperate with each other and to participate in actions contemplated by the Grant and this MOU, including but not limited to participation in any task force organized for purposes of establishing, interpreting, or enforcing protocols for elimination of a backlog of Untested SAKs.

3.3. AUTHORITY TO ENTER INTO AND PERFORM THIS MOU. MCAO and Agency each represent, as evidenced by a resolution or other form of approval from its respective governing body that (i) it has the authority to execute this MOU and perform the obligations and actions contemplated in this MOU; and (ii) it has received all required

approvals and authorizations for such execution and performance, and such approvals and authorizations have not been revoked or limited in time or scope.

3.4. AGREEMENT TO USE BEST PRACTICES IN MEETING GOALS OF THE GRANT.

MCAO and the Agency each agree to cooperate and use its best efforts to cause the following “best practice” procedures to be implemented: (a) all eligible DNA profiles resulting from SAK testing should be entered into CODIS within a reasonable timeframe, (b) law enforcement agencies and prosecutors should be notified of all CODIS hits that result from such testing so that investigation and where appropriate, prosecution can occur, and (c) a coordinated strategy to notify and engage victims following CODIS hits should be implemented.

4. GENERAL PROVISIONS.

4.1. TIME FOR PERFORMANCE. The submittal of Untested SAKs and the processing and submittal of entries into CODIS shall be completed on or before September 30, 2017. The reporting obligations under this MOU shall continue through and include the final quarterly reporting date of October 10, 2019.

4.2. EXTENSION. This MOU may be extended for up to three one-year increments with the written agreement of the parties. The terms and conditions of this MOU shall remain the same during any extension period.

4.3. TERMINATION.

4.3.1. Termination Without Cause. Either party may terminate this MOU on sixty (60) days' advance written notice.

4.3.2. Termination for Cause. Either party may terminate this MOU for cause if the other party fails to perform the duties set out herein. The non-breaching party shall provide written notice of termination, which shall be effective thirty (30) days following receipt of such notice.

4.3.3. Conflict of Interest. This Agreement may be canceled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

4.3.4. Continuing Duties Following Termination. Termination shall not excuse or release either party from complying with the provisions of this MOU with respect to SAKs submitted to the Laboratory prior to the termination date. Without limitation,

the duties to report and indemnify shall continue to be effective beyond any termination of this MOU.

4.3.5. No Submittal of Untested SAKs Following Notice of Termination. No Untested SAKs shall be submitted to the Laboratory following receipt of notice of termination of this MOU.

4.4. LIMITATION OF MCAO FINANCIAL RESPONSIBILITY. MCAO shall be responsible only for obligations regarding testing and processing of Untested SAKs authorized by MCAO as expressly set out in this MOU.

4.5. NON-APPROPRIATIONS. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds or the incurring of expenses by Agency or MCAO shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the Agreement. The obligation of each party to make any payment pursuant to this Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such party. If the governing body of either party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and each party shall be relieved of any subsequent obligation under this Agreement.

4.6. E-VERIFY, RECORDS AND AUDITS. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other Party and the other party's subcontractors who work under this Agreement to ensure that the other Party and its

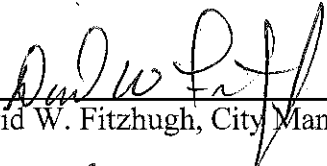
subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

4.7. NOTICES. Whenever written notice is required or permitted to be given by either party to the other, such notice shall have been deemed to have been delivered and received on the date of personal hand-delivery or five (5) business days following deposit in the United States mail of a properly stamped envelope, certified or registered mail, return receipt requested, containing the notice and addressed to:

For MCAO:	Operations Division Chief 301 W. Jefferson, Suite 800 Phoenix, AZ 85003
For Agency:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: David W. Fitzhugh, City Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.

This MOU is hereby entered into effective on date of the last signature set out below.

CITY OF AVONDALE, BY AND THROUGH
THE AVONDALE POLICE DEPARTMENT
("AGENCY")



David W. Fitzhugh, City Manager

Date: 8-15-2016

MARICOPA COUNTY, BY AND
THROUGH THE MARICOPA
COUNTY ATTORNEY'S OFFICE
("MCAO")



William G. Montgomery, County Attorney

Date: 6-23-16

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Andrew J. McGuire, City Attorney

Date: 8.23.16



Legal Counsel to MCAO

Date: 6-7-16

Attachment A:
Agreements between MCAO and Each Laboratory

FORENSIC DNA TESTING SERVICES AGREEMENT

THIS AGREEMENT is made as of the Effective Date set out below by and between Maricopa County, Arizona, acting through and on behalf of the Maricopa County Attorney's Office (hereinafter "MCAO") and Sorenson Forensics, LLC (hereinafter called "the PRIVATE LAB").

WHEREAS, sexual assault evidence collection kits ("SAKs") are used to collect physical evidence useful in the investigation of instances of sexual assaults and abuse;

WHEREAS, local jurisdictions within Maricopa County, Arizona, and their respective law enforcement agencies (each an "Agency") have "Untested SAKs", which are defined for purposes of this Agreement as a SAK that has not been analyzed by a forensic services laboratory within 365 days of being booked into law enforcement evidence.

WHEREAS, MCAO has applied for and been awarded a grant ("Grant") from the District Attorney of New York County, State of New York, ("DANY") under the DANY Sexual Assault Kit Backlog Reduction grant program to assist in the reduction of the number of Untested SAKs in Maricopa County;

WHEREAS, pursuant to the program described in the Grant and the grant agreement executed by MCAO and DANY ("Grant Agreement"), the Agencies and MCAO have entered into agreements to cooperate to submit Untested SAKs to private forensic laboratories operated by entities such as the PRIVATE LAB, so that evidence contained in Untested SAKs can be tested for the presence of certain biological substances containing Deoxyribonucleic Acid ("DNA");

WHEREAS, the PRIVATE LAB is engaged in the business of providing forensic DNA testing; and

WHEREAS, DANY, in pursuance of its efforts to provide for reduction of backlogs of Untested SAKs, has entered into an agreement with the PRIVATE LAB that describes and provides for pricing of services to be provided by the PRIVATE LAB pursuant to this Agreement

WHEREAS, the MCAO desires to enter into this Agreement with the PRIVATE LAB to provide forensic DNA testing of Untested SAKs submitted to the PRIVATE LAB by the Agencies pursuant to their agreements with MCAO, and the PRIVATE LAB desires to provide the services as described herein, in coordination with the crime laboratories used by the Agencies (an "Agency Crime Lab");

IT IS THEREFORE AGREED AS FOLLOWS:

1. SERVICES. The PRIVATE LAB agrees to perform such forensic DNA testing and expert testimony services as described in the attached Exhibit I, as the same may be modified from time to time by mutual agreement of the PRIVATE LAB and MCAO.
 - 1.1. NON-EXCLUSIVE AGREEMENT. This is a non-exclusive Agreement. MCAO and the Agencies shall have the right to acquire services from other sources during the term of this Agreement.

2. PRIVATE LAB'S REPRESENTATIONS AND WARRANTIES.

2.1. FORENSIC DNA TESTING. The PRIVATE LAB warrants to MCAO that all services provided hereunder shall be performed in accordance with established and recognized forensics testing standards and procedures and in accordance with applicable federal, state, and local laws.

2.2. PRIVATE LAB'S CAPABILITY AND CAPACITY TO COMPLETE SERVICES. PRIVATE LAB represents and warrants that it has the capability and capacity to provide for the acceptance, testing, and return of up to 3,500 SAKs as contemplated by this Agreement. PRIVATE LAB shall return the SAKs and provide a written report to the Agency Crime Lab detailing the biological screening and DNA testing performed and the results of that testing which will include an interpretive statement for any DNA comparisons with known standards supported by statistical calculations. PRIVATE LAB shall provide completed case files to the Agency Crime Lab within 60 days from receipt of evidence or upon a mutually agreed upon delivery schedule for large bulk shipments of evidence with all such SAKs to be accepted, tested, and returned/shipped to the relevant Agency Crime Labs prior to April 30, 2017. This representation and warranty refers to the PRIVATE LAB's capability and capacity to accept, test, and return SAKs submitted by the Agencies as contemplated by this Agreement, separate from and in addition to any other testing or other activities the PRIVATE LAB may perform for other persons, or for the Agencies pursuant to other agreements between the PRIVATE LAB and one or more Agencies. The PRIVATE LAB understands that time is of the essence, because the testing contemplated by this Agreement is an initial part of a process set out in the Grant Agreement, and that further review, testing, and potential entry into the CODIS data base maintained by law enforcement authorities will be needed regarding the SAKs accepted, tested, and returned by PRIVATE LAB as contemplated in this Agreement.

2.3. PRIVATE LAB'S ACCREDITATION AND QUALITY ASSURANCE. The PRIVATE LAB shall maintain ASCLD/LAB accreditation and maintain ISO/IEC 17025 accreditation. The PRIVATE LAB shall comply with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories.

2.4. WARRANTY REGARDING CONTAMINATION. PRIVATE LAB shall assess any contamination to determine its possible origin. When possible, samples with sufficient material remaining, will be re-extracted or re-amplified as needed at no additional cost. Any contamination will be documented (to include appropriate corrective action measures taken) and this documentation must accompany the data. If additional sample does not remain or the original results are more complete than additional work performed, results obtained during contamination may be reported (depending on the contamination event). Non-contaminated samples or samples associated with a contaminated blank in a batch may be reported if the contamination event is determined to be a non-systemic single tube event. Please contact MCAO and the relevant Agency Crime Lab as soon as possible when it is determined that a contamination event has taken place to assess how the results will be reported. Cases involving contamination will not be charged to MCAO, the Agency, or the Agency Crime Lab. In addition, they will be re-analyzed if sample permits at no charge.

2.5. WARRANTY REGARDING UNEXPECTED RESULTS. If unexpected DNA results are obtained (e.g. no or partial DNA profile from a bloodstain, etc.), troubleshooting by the PRIVATE LAB will be required prior to returning of DNA data and evidence. If sample

remains (no more than half of the sample will be consumed without the Agency Crime Lab's permission), the PRIVATE LAB will re-analyze the sample. If, based on troubleshooting, it is determined that the PRIVATE LAB extracted an insufficient quantity or encountered an analytical problem that resulted in the inability to obtain a DNA profile, additional testing will be done by the PRIVATE LAB at no charge.

2.6. NO OTHER WARRANTIES. No other warranties are made by PRIVATE LAB.

3. FEES. The PRIVATE LAB agrees to charge, and the MCAO agrees to pay, for all services described in Exhibit I in the manner and in the amounts set forth in the attached Exhibit II.
4. BILLING. The PRIVATE LAB will submit to the MCAO on or about the fifteenth (15th) of each month an itemized statement of services rendered pursuant to this Agreement by the PRIVATE LAB for the prior month, and the MCAO agrees to remit payment to the PRIVATE LAB within sixty (60) days following receipt of said statement.
5. ACCREDITATION OF TESTING SITES. Testing performed hereunder shall be performed at the PRIVATE LAB's forensic DNA testing facility located in Salt Lake City, Utah. The facility is and shall remain a duly licensed forensic laboratory under applicable federal, state and municipal law. Current accreditations and licenses for the facility are available upon request.
6. EFFECTIVE DATE, TERM, AND TERMINATION. This Agreement shall be effective as of the date of the last signature below,
 - 6.1. Termination Without Cause. Either party may terminate this Agreement on sixty (60) days' advance written notice.
 - 6.2. Termination for Cause. Either party may terminate this Agreement for cause if the other party fails to perform the duties set out herein. The non-breaching party shall provide written notice of termination, which shall be effective thirty (30) days following receipt of such notice.
 - 6.3. Continuing Duties Following Termination. Termination shall not excuse or release either party from complying with the provisions of this Agreement with respect to SAKs submitted to the PRIVATE LAB prior to the termination date. Without limitation or exclusion of other duties, the duties to report and indemnify shall continue to be effective beyond any termination of this Agreement.
 - 6.4. No Acceptance of Untested SAKs Following Notice of Termination. PRIVATE LAB shall not accept or begin testing of Untested SAKs submitted to the PRIVATE LAB pursuant to this Agreement following receipt of notice of termination of this Agreement. If such Untested SAKs are received, PRIVATE LAB shall contact MCAO and transfer the Untested SAKs as directed by MCAO.
7. CHANGE IN LAW OR REGULATION. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements, or subsequent enactments by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating the PRIVATE LAB for testing performed pursuant to this Agreement, or would materially increase the cost of the PRIVATE LAB's performance hereunder,

this Agreement shall terminate upon a thirty (30) day notice thereof to the other party, unless within said thirty (30) day period the parties agree to such modifications of the Agreement as may be necessary to establish compliance with such authorities or to reflect such change in compensation or cost.

8. NON-ASSIGNABILITY. This Agreement shall not be assigned, delegated, or transferred by either party without the written consent of the other party. A merger or corporate reorganization shall not be considered an assignment requiring written consent.
9. NOTICES. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be hand-delivered (a receipt showing such hand-delivery shall be issued by the receiving party and retained by the delivering party) or sent by postage prepaid certified or registered mail, return receipt requested, to the address set out below. Notices shall be deemed delivered upon delivery or five business days following deposit in the mail, whichever is earlier, and shall be sent to the following addresses:

to the PRIVATE LAB at:

Sorenson Forensics, LLC
2511 S. West Temple
Salt Lake City UT 84115
Attn:

to MCAO at:

Maricopa County Attorney's Office
301 West Jefferson Street
Phoenix, AZ 85003
Attn:

10. INDEPENDENT RELATIONSHIP. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the MCAO and the PRIVATE LAB other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.
11. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control including, without limitation, an act of God, terrorism, fire, flood, earthquake, hurricane, tornado, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "Force Majeure Event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that MCAO will not be excused from the payment of any sums of money owed by MCAO to the PRIVATE LAB for services provided prior to the Force Majeure Event and provided further, however, that if a party suffering a Force Majeure Event is unable to cure that event within thirty (30) days of when it first occurred, the other party may immediately terminate this Agreement upon written notice. The foregoing provisions of this section shall not release a party from using its best efforts to avoid or remove such cause for delay nor from immediately notifying the other party, in writing, as soon as it has knowledge of the delay. Further, whenever such cause for delay shall cease to

exist, such party shall also immediately notify the other party in writing and shall continue performance with reasonable promptness.

12. LIMITATION ON LIABILITY. In no event shall either party be held responsible for punitive damages, or consequential, incidental, or special damages (including lost profits or revenue) incurred by the other party or of any third party.
13. BENEFIT. This Agreement is intended to inure only to the benefit of the PRIVATE LAB and the MCAO. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.
14. NONDISCRIMINATION. All services provided by the PRIVATE LAB hereunder shall be in compliance with all applicable Federal and State laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap or veteran status.
15. HEADINGS. The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
16. ENFORCEABILITY/SEVERANCE CLAUSE. The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction.
17. INTEGRATION. This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The parties shall not be bound by any representation, promise or inducement made by either party or agent of either party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of the Agreement, the terms and conditions in the Agreement shall control.
18. WAIVER. No course or dealing between the MCAO and the PRIVATE LAB or any delay on the part of a party in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of that party hereunder, and no express waiver shall affect any condition, covenant, rule or regulations other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
19. MODIFICATION. This Agreement may not be modified except in writing signed by authorized representatives of both parties. Any other document issued by the PRIVATE LAB or MCAO with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions hereof, and the terms and conditions of this Agreement shall supersede any conflicting, different or additional terms and conditions of such purchase order or other document whether or not they would materially alter this Agreement.
20. USE OF NAME. Each party acknowledges that the other has either a proprietary or general interest in its name and reputation. Therefore, each party agrees that it shall not use the other's name nor shall either party mention or describe this Agreement or its relationship with the other party in any press release, advertising, marketing, and promotional materials or other publications or materials without first obtaining the prior written approval from the other party.

21. INDEMNIFICATION. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (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 the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Nothing in this Agreement shall be construed to affect in any way the PRIVATE LAB's or the MCAO's rights, privileges, and immunities or defenses (including but not limited to sovereign immunity), which may exist by statute or common law with regard to any claim, action or cause of action by or on behalf of any third party.

22. INSURANCE. On or prior to the Effective Date of this Agreement, PRIVATE LAB shall procure and maintain for the duration of this Agreement insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the PRIVATE LAB, its agents, representatives, or employees.

- 22.1. MINIMUM LIMITS OF COVERAGE. Without limiting any obligations or liabilities, the PRIVATE LAB, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to MCAO. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from MCAO. PRIVATE LAB shall maintain limits no less than:

- 22.1.1. COMMERCIAL GENERAL LIABILITY. Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Agreement or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent. In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance. Such policy shall contain a "severability of interests" provision.

- 22.1.2. WORKER'S COMPENSATION. The PRIVATE LAB shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of PRIVATE LAB employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

- 22.1.3. AUTOMOBILE LIABILITY. Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any, hired, and non-owned vehicles assigned to or used in performance of the PRIVATE LAB services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any

replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- 22.1.4. ADDITIONAL INSURED. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name MCAO, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the PRIVATE LAB shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of MCAO for applicable deductible amounts under such policy(s).
- 22.1.5. COVERAGE TERM. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by MCAO. Failure to do so shall constitute a material breach of this Agreement.
- 22.1.6. PRIMARY COVERAGE. PRIVATE LAB's insurance shall be primary insurance to MCAO, and any insurance or self-insurance maintained by MCAO shall not contribute to it.
- 22.1.7. CLAIM REPORTING. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect MCAO.
- 22.1.8. WAIVER. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against MCAO, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the PRIVATE LAB.
- 22.1.9. DEDUCTIBLE/RETENTION. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the PRIVATE LAB and shall not be applicable with respect to the coverage provided to MCAO under such policies. PRIVATE LAB shall be solely responsible for deductible and/or self-insurance retention and MCAO, at its option, may require PRIVATE LAB to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 22.1.10. CERTIFICATES OF INSURANCE. Prior to commencing work or services under this Contract, PRIVATE LAB shall furnish MCAO with certificates of insurance issued by the PRIVATE LAB's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to MCAO at the address specified for notices under this Agreement.

22.1.11. COPIES OF POLICIES. MCAO shall have the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. MCAO shall not be obligated, however, to review same or to advise PRIVATE LAB of any deficiencies in such policies and endorsements, and such receipt shall not relieve PRIVATE LAB from, or be deemed a waiver of, MCAO's right to insist on strict fulfillment of PRIVATE LAB's obligations under this Agreement.

23. APPLICABLE LAW; DISPUTES; REMEDIES. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. A party to this Agreement shall not commence legal proceeding against the other party for breach or any other legal claim associated with or arising out of this Agreement before first bringing the alleged breach or problem to the other party's attention in writing and agreeing to an in-person meeting to attempt to resolve the dispute. If such attempt to resolve the dispute is unsuccessful, any legal action relating to this Agreement shall be brought in the Arizona Superior Court for Maricopa County in Phoenix, Arizona. No expression of any remedy in this Agreement shall preclude the availability of any other remedy authorized by law or equity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Maricopa County, on behalf of and through the Maricopa County Attorney's Office ("MCAO")

By: _____

Name: William G Montgomery

Title: County Attorney

Date: 3-9-16

SORENSEN FORENSICS LLC ("PRIVATE LAB")

By: _____

Name: Douglas R. Legg

Title: President & COO

Date: 15 March 2016

EXHIBIT I

SCOPE OF WORK BIOLOGICAL SCREENING & DNA TESTING SERVICES

PRIVATE LAB shall provide biological screening and DNA testing services on an "as needed" basis for the Agencies. Services shall be performed using procedures validated for forensic casework and generally accepted in the forensic scientific community. Standard operating procedures detailing all procedures used in processing Agency cases shall be available for review at any time. MCAO may designate and assign, as set forth herein or in separate written instructions, certain delivery, receipt, and approval functions to a law enforcement agency ("Agency") or the crime laboratory used by such agency ("Agency Crime Lab"). The responsibilities and tasks required of PRIVATE LAB in providing such services include, but shall not be limited to, the following:

A. Evidence Handling. PRIVATE LAB shall provide Chain of Custody (COC) forms and establish sample acceptance procedures that are acceptable to PRIVATE LAB, MCAO, and the Agency Crime Lab. MCAO or the Agency Crime Lab may from time-to-time communicate specific instructions and requests to PRIVATE LAB concerning the performance of the work, which is the subject hereof. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with PRIVATE LAB.

1. All evidence samples shall be delivered to PRIVATE LAB by an Agency or Agency Crime Lab via a shipping carrier with tracking number, such as UPS or FedEx.
2. Case items shall be individually and securely sealed and packaged.
3. A case submission form/manifest shall be included with each delivery of case items to PRIVATE LAB. PRIVATE LAB shall compare the submission form/manifest with items received and inspect all evidence seals within one business day of receiving the samples. PRIVATE LAB shall report to MCAO and the Agency or Agency Crime Lab originating the shipment any manifest inconsistencies or problems with package or seal integrity within two business days of PRIVATE LAB's receipt of samples.
4. PRIVATE LAB shall maintain a complete electronic chain of custody for all samples.
5. At no time will PRIVATE LAB consume more than 50% of any item or sub-sample for DNA extraction unless written permission is first obtained from MCAO or the Agency or Agency Crime Lab originating the shipment explicitly authorizing such consumption.
6. Cases with the oldest date of receipt PRIVATE LAB shall be analyzed first. Upon request submitted by both MCAO and the Agency or Agency Crime Lab originating the shipment, PRIVATE LAB shall test a case out of receipt order.

7. A form of Client Work Processing and Reporting Requirement Sheet will be agreed upon by PRIVATE LAB and MCAO or the Agency or Agency Crime Lab originating the shipment prior to any casework being processed.

B. Sexual Assault Evidence Collection Kit Processing

The following standardize set of processing instructions will be incorporated into our proposed flat rate pricing:

- All evidentiary swabs contained within the sexual assault evidence collection kit will be Y-screened*. Underwear (only) included in the kit will be processed as needed.

*Note: PRIVATE LAB Forensics Y-screening method includes both RT-PCR quantification for the presence of male DNA and serological testing for seminal fluid and/or saliva using an immunochromatographic assay.

- Up to 3 STR amplifications/kit will be performed under the proposed plan
 - Single contributor-- One evidence sample and one reference sample will be analyzed in our DNA process via STR analysis
 - Multiple contributor – Two evidence samples and one reference sample will be analyzed in our DNA process via STR analysis
 - Includes one round of rework that may include re-extraction or re-amplification, as needed.
 - Acceptable reference samples include Buccal *sample* or blood collection tubes
- All interpretation thresholds (RFU values) including baseline, analytical, stochastic, and stutter filter thresholds.
- Additional items of evidence and additional amplification requests will be subject to additional testing charges (this includes YSTR analysis and additional STR testing requests); no additional testing shall be performed without express written authorization from both MCAO and the Agency Crime Lab that shipped the evidence to PRIVATE LAB.
- Vaginal aspirate shall be stored and shipped back to the Agency Crime Lab frozen unless the PRIVATE LAB appropriately preserves the sample for storage and return at room temperature.
- PRIVATE LAB shall extract DNA from evidentiary items and shall amplify and type using the commercial kit designated by the Agency Crime Lab which will take control of

the data produced by PRIVATE LAB for technical review and CODIS entry. PRIVATE LAB must switch to a kit encompassing the new CODIS core loci designated by the Agency Crime Lab at the time requested by the Agency Crime Lab, or no later than September 30, 2016. Agency Crime Lab will give PRIVATE LAB 30 days' notice prior to switching to kit encompassing new CODIS core loci.

- Allele sizes and designations shall be determined with an appropriate internal lane standard and allelic ladder which represents all of the common alleles for that particular locus.
- Samples shall be stored and handled in a proper manner to prevent loss, cross transfer, contamination and/or deleterious change.
- Submitting Agencies and their designated labs must accept both the kits and DNA Extracts.
 - Extracted DNA samples shall be returned with the evidence samples to the lab designated by MCAO and/or the submitting Agency on ice. All sample extracts will be returned on ice. Variation from this may result in additional charges.
 - The PRIVATE LAB shall return all samples sealed in their original containers. The acceptable mode of transportation must provide proper ambient conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt turnaround.
 - MCAO agrees that Agency Crime Labs will accept processed kits back in as few as 30-days from case review. Variation from this may result in additional charges.
- No hair analysis will be performed

C. **Data Reporting.** PRIVATE LAB shall provide a written report detailing the biological screening and DNA testing performed and the results of that testing which will include an interpretive statement for any DNA comparisons with known standards supported by statistical calculations. PRIVATE LAB shall provide completed case files to the Agency Crime Lab within 60 days from receipt of evidence or upon a mutually agreed upon delivery schedule for large bulk shipments of evidence. PRIVATE LAB shall provide formal pre-trial DNA case consultation at no charge. PRIVATE LAB Forensics will provide trial expert witness testimony services upon request at the prices stated in Exhibit "B". MCAO shall have the right to receive copies of any data reports made by PRIVATE LAB.

PRIVATE LAB will issue a report to MCAO and to the Agency Crime Lab for all cases submitted to the PRIVATE LAB under this Agreement, including the results of male DNA screening.

For all cases, provide for extraction, quantitation, amplification, and electrophoresis information, including electropherograms and raw data, shall be provided to the Agency Crime Lab. In addition to the information set out above, the PRIVATE LAB shall provide to the Agency Crime Lab copies of all communication within the PRIVATE LAB relating to the case work, including without limitation all emails, documentation of technical review, and the State of Arizona Sexual Assault Examination Report. All documentation shall be properly labeled in accordance with ASCLD/LAB criteria and FBI "Quality Assurance Standards for Forensic DNA Testing Laboratories" to permit a quality review to be conducted by Agency Crime Lab personnel.

PRIVATE LAB shall provide to the Agency Crime Lab interpretation guidelines used in the determination of alleles calls and report conclusions. Guidelines should, at a minimum, address the following:

- All interpretation thresholds (RFU values) including baseline, analytical, stochastic, and stutter filter thresholds;
- Peak height imbalance interpretation;
- Interpretation of controls.

D. **Confidentiality.** Case information and test results are confidential criminal justice information. Access to case information and evidence, including sub-samples and DNA extracts, must be controlled by PRIVATE LAB's laboratory and limited to those personnel identified to the MCAO as working under this contract. PRIVATE LAB cannot provide information concerning cases to anyone other than specified representatives of the MCAO; specified representatives of MCAO shall be deemed to include representatives of the Agency or Agency Crime Lab that originated shipment of the relevant case evidence. Any "outside" inquiries related to the processing of samples shall be immediately reported to the MCAO designee.

E. **Subcontracting.** PRIVATE LAB shall not sub-contract any services without prior written permission from the MCAO explicitly stating so. PRIVATE LAB shall be responsible for all payments due to the subcontractor for all tests and analyses performed hereunder and PRIVATE LAB shall be responsible for any amounts paid to the subcontractor that are in excess of the then effective contract rates that the MCAO is required to pay for such tests hereunder.

F. **Testimony and Interviews.** The services set forth below shall be provided by PRIVATE LAB upon request by MCAO for all cases/SAKs analyzed by PRIVATE LAB pursuant to this Agreement, regardless of whether this Agreement is then active or has been terminated, cancelled, or expired:

- One telephonic interview or in-person interview at the PRIVATE LAB site of each analyst or analyst's supervisor involved in processing the case proceeding to court

will be provided by the PRIVATE LAB and paid by MCAO at a rate of \$100 an hour.

- Travel expenses (flight, lodging, and per diem for food) for one witness per case will be provided by the MCAO.
- Expert testimony, to be paid at the rate of \$100 an hour (travel time not included, but time in the courthouse testifying or waiting to testify are included).

Exhibit II

PRICE SCHEDULE

I. GENERAL

A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

B. The Client is exempt from sales, use, and federal excise taxes on these products and/or services.

C. Prices and/or discounts stated shall be firm for the full term of this Agreement.

II. PRICING

Service Offering	Contract Price
Flat Rate Sexual Assault Evidence Collection Kit* (Scope of Work detailed below)	\$598.00/kit
Y-screening of additional items of evidence in Sexual Assault Investigation (post-kit analysis)	\$150/item
Additional STR and/or YSTR amplifications (includes data analysis and applicable comparison)	\$180/sample
Rush Service – 10 business day TAT	100% per sample charge
Rush Service – 15 business day TAT	50% per sample charge
Expert Witness Testimony (rate applies to telephonic or in person interview at PRIVATE LAB site, and to onsite services in Arizona) -excludes travel related costs for expert	\$100/hour

*Flat rate pricing includes the following testing:

- Y-screening of kit contents to include all probative body swabs and underwear (only if included inside the kit)
- Single Contributor Cases – 1 evidence and 1 reference sample will proceed for STR testing
- Multiple Contributor Cases – 2 evidence and 1 reference sample will proceed for STR testing
- NO AMOUNTS IN EXCESS OF THE PRICE PER KIT SET OUT IN THIS EXHIBIT II, ITEM NO. 1 MAY BE CHARGED TO MCAO FOR ANY SERVICE UNLESS MCAO PROVIDES ITS WRITTEN CONSENT TO SUCH ADDITIONAL CHARGE; SUCH CONSENT MUST BE OBTAINED PRIOR TO PERFORMING THE SERVICE FROM WHICH THE ADDITIONAL CHARGE ARISES.

III. INVOICING AND PAYMENT

Client shall make payment to Sorenson for all products and/or services provided by Sorenson pursuant to this Agreement. Sorenson shall submit a monthly invoice for Services rendered and Client shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the Client.

Invoices shall be submitted to:

Name/Agency: Maricopa County Attorney's Office

Attention: Gretchen McClellan

Address: 301 W. Jefferson, 5th floor

Phoenix AZ 85003

Phone No: 602.506.0041

Email: mccleg01@mcao.maricopa.gov

Two methods of payment are authorized under this Agreement:

By a client check drawn on a U.S. bank, or by a wire transfer to the following Sorenson account:

Account Name: Sorenson Forensics, LLC

Account # 934629692

Routing# 124-001545

ABA# 021000021

Bank Name: JP Morgan Chase Bank, UT

South Salt Lake City Office

Salt Lake City, Utah 84101 USA

FORENSIC DNA TESTING SERVICES AGREEMENT

THIS AGREEMENT is made as of the Effective Date set out below by and between Maricopa County, Arizona, acting through and on behalf of the Maricopa County Attorney's Office (hereinafter "MCAO") and Bode Cellmark Forensics, Inc. a wholly owned subsidiary of Laboratory Corporation of America Holdings (LabCorp) (hereinafter "BODE CELLMARK").

WHEREAS, sexual assault evidence collection kits ("SAKs") are used to collect physical evidence useful in the investigation of instances of sexual assaults and abuse;

WHEREAS, local jurisdictions within Maricopa County, Arizona, and their respective law enforcement agencies (each an "Agency") have "Untested SAKs", which are defined for purposes of this Agreement as a SAK that has not been analyzed by a forensic services laboratory within 365 days of being booked into law enforcement evidence.

WHEREAS, MCAO has applied for and been awarded a grant ("Grant") from the District Attorney of New York County, State of New York, ("DANY") under the DANY Sexual Assault Kit Backlog Reduction grant program to assist in the reduction of the number of Untested SAKs in Maricopa County;

WHEREAS, pursuant to the program described in the Grant and the grant agreement executed by MCAO and DANY ("Grant Agreement"), the Agencies and MCAO have entered into agreements to cooperate to submit Untested SAKs to private forensic laboratories operated by entities such as BODE CELLMARK, so that evidence contained in Untested SAKs can be tested for the presence of certain biological substances containing Deoxyribonucleic Acid ("DNA");

WHEREAS, BODE CELLMARK is engaged in the business of providing forensic DNA testing; and

WHEREAS, DANY, in pursuance of its efforts to provide for reduction of backlogs of Untested SAKs, has entered into an agreement with BODE CELLMARK that describes and provides for pricing of services to be provided by BODE CELLMARK pursuant to this Agreement;

WHEREAS, the MCAO desires to enter into this Agreement with BODE CELLMARK to provide forensic DNA testing of Untested SAKs submitted to BODE CELLMARK by the Agencies pursuant to their agreements with MCAO, and BODE CELLMARK desires to provide the services as described herein, in coordination with the crime laboratories used by the Agencies (an "Agency Crime Lab");

IT IS THEREFORE AGREED AS FOLLOWS:

1. SERVICES. BODE CELLMARK agrees to perform such forensic DNA testing and expert testimony services as described in the attached Exhibit I (hereinafter "Services"), as the same may be modified from time to time by mutual agreement of BODE CELLMARK and MCAO.
 - 1.1. NON-EXCLUSIVE AGREEMENT. This is a non-exclusive Agreement. MCAO and the Agencies shall have the right to acquire services from other sources during the term of this Agreement.

2. BODE CELLMARK'S REPRESENTATIONS AND WARRANTIES.

FORENSIC DNA TESTING. BODE CELLMARK warrants to MCAO that all services provided hereunder shall be performed in accordance with established and recognized forensics testing standards and procedures and in accordance with applicable federal, state, and local laws.

NO OTHER WARRANTIES ARE MADE BY BODE CELLMARK. IN NO EVENT SHALL EITHER PARTY BE HELD RESPONSIBLE FOR PUNITIVE DAMAGES, OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) INCURRED BY THE OTHER PARTY OR OF ANY THIRD PARTY.

2.1. BODE CELLMARK'S ACCREDITATION AND QUALITY ASSURANCE. BODE CELLMARK shall maintain ASCLD/LAB accreditation and maintain ISO/IEC 17025 accreditation. BODE CELLMARK shall comply with the FBI Quality Assurance Standards for Forensic DNA Testing Laboratories.

2.2. NO OTHER WARRANTIES. No other warranties are made by BODE CELLMARK.

3. FEES. BODE CELLMARK agrees to charge, and the MCAO agrees to pay, for all services described in Exhibit I in the manner and in the amounts set forth in the attached Exhibit II.
4. BILLING. BODE CELLMARK will submit to the MCAO on or about the fifteenth (15th) of each month an itemized statement of services rendered pursuant to this Agreement by BODE CELLMARK for the prior month, and the MCAO agrees to remit payment to BODE CELLMARK within ninety (90) days following receipt of said statement.
5. ACCREDITATION OF TESTING SITES. Testing performed hereunder shall be performed at BODE CELLMARK'S forensic DNA testing facility located in Lorton, Virginia. The facility is and shall remain a duly licensed forensic laboratory under applicable federal, state and municipal law. Current accreditations and licenses for the facility are available upon request.
6. EFFECTIVE DATE, TERM, AND TERMINATION. This Agreement shall be effective as of the date of the last signature below,
- 6.1. Termination Without Cause. Either party may terminate this Agreement upon sixty (60) days' advance written notice to the other party.
- 6.2. Termination for Cause. Either party may terminate this Agreement for cause if the other party fails to perform the duties set out herein. The non-breaching party shall provide written notice of termination, which shall be effective thirty (30) days following receipt of such notice.
- 6.3. Continuing Duties Following Termination. Termination shall not excuse or release either party from complying with the provisions of this Agreement with respect to SAKs submitted to BODE CELLMARK prior to the effective date of the termination. Without limitation or exclusion of other duties, the duties to report and indemnify shall continue to be effective beyond any termination or expiration of this Agreement.

6.4. No Acceptance of Untested SAKs Following Notice of Termination. BODE CELLMARK shall not accept or begin testing of Untested SAKs submitted to BODE CELLMARK pursuant to this Agreement following receipt of notice of termination of this Agreement. If such Untested SAKs are received, BODE CELLMARK shall contact MCAO and transfer the Untested SAKs as directed by MCAO.

7. CHANGE IN LAW OR REGULATION. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements, or subsequent enactments by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating BODE CELLMARK for testing performed pursuant to this Agreement, or would materially increase the cost of BODE CELLMARK'S performance hereunder, this Agreement shall terminate upon a thirty (30) day notice thereof to the other party, unless within said thirty (30) day period the parties agree to such modifications of the Agreement as may be necessary to establish compliance with such authorities or to reflect such change in compensation or cost.
8. NON-ASSIGNABILITY. This Agreement shall not be assigned, delegated, or transferred by either party without the written consent of the other party. A merger or corporate reorganization shall not be considered an assignment requiring written consent.
9. NOTICES. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be hand-delivered (a receipt showing such hand-delivery shall be issued by the receiving party and retained by the delivering party) or sent by postage prepaid certified or registered mail, return receipt requested, to the address set out below. Notices shall be deemed delivered upon delivery or five business days following deposit in the mail, whichever is earlier, and shall be sent to the following addresses:

to BODE CELLMARK at:

Bode Cellmark Forensics, Inc.
10430 Furnace Road, Suite 107
Lorton VA 22079
Attn: Contract Department

with a copy to:

Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, NC 27215
Attn: Law Department

to MCAO at:

Maricopa County Attorney's Office
301 West Jefferson Street
Phoenix, AZ 85003
Attn:

10. INDEPENDENT RELATIONSHIP. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the MCAO and BODE CELLMARK other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.
11. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control including, without limitation, an act of God, terrorism, fire, flood, earthquake, hurricane, tornado, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "Force Majeure Event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that MCAO will not be excused from the payment of any sums of money owed by MCAO to BODE CELLMARK for services provided prior to the Force Majeure Event and provided further, however, that if a party suffering a Force Majeure Event is unable to cure that event within thirty (30) days of when it first occurred, the other party may immediately terminate this Agreement upon written notice. The foregoing provisions of this section shall not release a party from using its best efforts to avoid or remove such cause for delay nor from immediately notifying the other party, in writing, as soon as it has knowledge of the delay. Further, whenever such cause for delay shall cease to exist, such party shall also immediately notify the other party in writing and shall continue performance with reasonable promptness.
12. LIMITATION ON LIABILITY. In no event shall either party be held responsible for punitive damages, or consequential, incidental, or special damages (including lost profits or revenue) incurred by the other party or of any third party.
13. BENEFIT. This Agreement is intended to inure only to the benefit of BODE CELLMARK and the MCAO. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.
14. NONDISCRIMINATION. All services provided by BODE CELLMARK hereunder shall be in compliance with all applicable Federal and State laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap or veteran status.
15. HEADINGS. The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
16. ENFORCEABILITY/SEVERANCE CLAUSE. The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction.
17. INTEGRATION. This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The parties shall not be bound by any representation, promise or inducement made by either party or agent of either party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of the Agreement, the terms and conditions in the Agreement shall control.

18. WAIVER. No course or dealing between the MCAO and BODE CELLMARK or any delay on the part of a party in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of that party hereunder, and no express waiver shall affect any condition, covenant, rule or regulations other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
19. MODIFICATION. This Agreement may not be modified except in writing signed by authorized representatives of both parties. Any other document issued by BODE CELLMARK or MCAO with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions hereof, and the terms and conditions of this Agreement shall supersede any conflicting, different or additional terms and conditions of such purchase order or other document whether or not they would materially alter this Agreement.
20. USE OF NAME. Each party acknowledges that the other has either a proprietary or general interest in its name and reputation. Therefore, each party agrees that it shall not use the other's name nor shall either party mention or describe this Agreement or its relationship with the other party in any press release, advertising, marketing, and promotional materials or other publications or materials without first obtaining the prior written approval from the other party.
21. INDEMNIFICATION. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all third party claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Nothing in this Agreement shall be construed to affect in any way BODE CELLMARK'S or the MCAO's rights, privileges, and immunities or defenses (including but not limited to sovereign immunity), which may exist by statute or common law with regard to any claim, action or cause of action by or on behalf of any third party.

22. INSURANCE. On or prior to the Effective Date of this Agreement, BODE CELLMARK shall procure and maintain for the duration of this Agreement insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by BODE CELLMARK, its agents, representatives, or employees.
 - 22.1. MINIMUM LIMITS OF COVERAGE. Without limiting any obligations or liabilities, BODE CELLMARK, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to MCAO. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from MCAO. BODE CELLMARK shall maintain limits no less than:
 - 22.1.1. COMMERCIAL GENERAL LIABILITY. Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Agreement or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products,

completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent. In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance. Such policy shall contain a "severability of interests" provision.

- 22.1.2. WORKER'S COMPENSATION. BODE CELLMARK shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of BODE CELLMARK employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- 22.1.3. ADDITIONAL INSURED. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name MCAO, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded BODE CELLMARK shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of MCAO for applicable deductible amounts under such policy(s).
- 22.1.4. COVERAGE TERM. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by MCAO. Failure to do so shall constitute a material breach of this Agreement.
- 22.1.5. PRIMARY COVERAGE. BODE CELLMARK'S insurance shall be primary insurance to MCAO, and any insurance or self-insurance maintained by MCAO shall not contribute to it.
- 22.1.6. CLAIM REPORTING. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect MCAO.
- 22.1.7. WAIVER. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against MCAO, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of BODE CELLMARK.
- 22.1.8. DEDUCTIBLE/RETENTION. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by BODE CELLMARK and shall not be applicable with respect to the coverage provided to MCAO under such policies. BODE CELLMARK shall be solely responsible for deductible and/or self-insurance retention and MCAO, at its option, may

require BODE CELLMARK to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

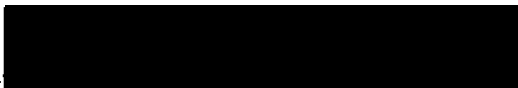
22.1.9. CERTIFICATES OF INSURANCE. Prior to commencing work or services under this Contract, BODE CELLMARK shall furnish MCAO with certificates of insurance issued by BODE CELLMARK'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to MCAO at the address specified for notices under this Agreement.

22.1.10. COPIES OF POLICIES. MCAO shall have the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. MCAO shall not be obligated, however, to review same or to advise BODE CELLMARK of any deficiencies in such policies and endorsements, and such receipt shall not relieve BODE CELLMARK from, or be deemed a waiver of, MCAO's right to insist on strict fulfillment of PRIVATE LAB's obligations under this Agreement.

23. APPLICABLE LAW; DISPUTES; REMEDIES. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. A party to this Agreement shall not commence legal proceeding against the other party for breach or any other legal claim associated with or arising out of this Agreement before first bringing the alleged breach or problem to the other party's attention in writing and agreeing to an in-person meeting to attempt to resolve the dispute. If such attempt to resolve the dispute is unsuccessful, any legal action relating to this Agreement shall be brought in the Arizona Superior Court for Maricopa County in Phoenix, Arizona. No expression of any remedy in this Agreement shall preclude the availability of any other remedy authorized by law or equity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Maricopa County, on behalf of and through the Maricopa County Attorney's Office ("MCAO")

By: 

Name: *William G. Montgomery*
Title: *Maricopa County Attorney*
Date: *5-23-16*

Bode Cellmark Forensics, Inc. ("BODE CELLMARK")

By: 

Name: Angie R. Miller
Title: Contract Manager
Date: April 29, 2016

EXHIBIT I

SCOPE OF WORK BIOLOGICAL SCREENING & DNA TESTING SERVICES

BODE CELLMARK shall provide biological screening and DNA testing services on an "as needed" basis for the Agencies. Services shall be performed using procedures validated for forensic casework and generally accepted in the forensic scientific community. Standard operating procedures detailing all procedures used in processing Agency cases shall be available for review at any time. MCAO may designate and assign, as set forth herein or in separate written instructions, certain delivery, receipt, and approval functions to a law enforcement agency ("Agency") or the crime laboratory used by such agency ("Agency Crime Lab"). The responsibilities and tasks required of BODE CELLMARK in providing such services include, but shall not be limited to, the following:

BODE CELLMARK shall return the SAKs and provide a written report to the Agency Crime Lab detailing the biological screening and DNA testing performed and the results of that testing which will include an interpretive statement for any DNA comparisons with known standards supported by statistical calculations. BODE CELLMARK shall provide completed case files to the Agency Crime Lab upon a mutually agreed upon delivery schedule for large bulk shipments of evidence with all such SAKs to be accepted, tested, and returned/shipped to the relevant Agency Crime Labs prior to April 30, 2017 or a mutually agreed upon date. BODE CELLMARK reserves the right to not accept shipments if shipment is beyond an agreed upon schedule.

BODE CELLMARK will consult with MCAO and the Agency Crime Lab and a delivery schedule will be agreed upon and confirmed in writing (email communication is acceptable) prior to shipment of SAKs to BODE CELLMARK.

A. Evidence Handling. BODE CELLMARK shall provide Chain of Custody (COC) forms and establish sample acceptance procedures that are acceptable to BODE CELLMARK, MCAO, and the Agency Crime Lab. MCAO or the Agency Crime Lab may from time-to-time communicate specific instructions and requests to BODE CELLMARK concerning the performance of the work, which is the subject hereof. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with BODE CELLMARK.

1. All evidence samples shall be delivered to BODE CELLMARK by an Agency or Agency Crime Lab via a shipping carrier with tracking number, such as UPS or FedEx.
2. Case items shall be individually and securely sealed and packaged.
3. A case submission form/manifest shall be included with each delivery of case items to BODE CELLMARK. BODE CELLMARK shall compare the submission form/manifest with items received and inspect all evidence seals within one business day of receiving the

samples. BODE CELLMARK shall report to MCAO and the Agency or Agency Crime Lab originating the shipment any manifest inconsistencies or problems with package or seal integrity within two business days of BODE CELLMARK's receipt of samples.

4. BODE CELLMARK shall maintain a complete electronic chain of custody for all samples.

5. At no time will BODE CELLMARK consume more than 50% of any item or sub-sample for DNA extraction unless written permission is first obtained from MCAO or the Agency or Agency Crime Lab originating the shipment explicitly authorizing such consumption.

6. Cases with the oldest date of receipt BODE CELLMARK shall be analyzed first. Upon request submitted by MCAO or the Agency or Agency Crime Lab originating the shipment, BODE CELLMARK shall test a case out of receipt order.

7. A form of Client Work Processing and Reporting Requirement Sheet will be agreed upon by BODE CELLMARK and MCAO or the Agency or Agency Crime Lab originating the shipment prior to any casework being processed.

B. Sexual Assault Evidence Collection Kit Processing

The following standardize set of processing instructions will be incorporated into our proposed flat rate pricing:

- All evidentiary swabs contained within the sexual assault evidence collection kit will be Y-screened*. Underwear (only) included in the kit will be processed at an additional charge, but such additional charge may be collected from MCAO only as set out in Exhibit II.

*Note: BODE CELLMARK Forensics Y-screening method includes both RT-PCR quantification for the presence of male DNA and, if requested, serological testing (at an additional charge at the BODE CELLMARK published list price) for seminal fluid and/or saliva using an immunochromatographic assay. Additional testing is only to be done with the approval of MCAO.

- Up to 3 STR amplifications/kit will be performed under the proposed plan
 - Single contributor— One evidence sample and one reference sample will be analyzed in our DNA process via STR analysis
 - Multiple contributor — Two evidence samples and one reference sample will be analyzed in our DNA process via STR analysis
 - Includes one round of rework that may include re-extraction or re-amplification, as needed.

- Acceptable reference samples include Buccal *sample* or blood collection tubes
- All interpretation thresholds (RFU values) including baseline, analytical, stochastic, and stutter filter thresholds.
- Additional items of evidence and additional amplification requests will be subject to additional testing charges (this includes YSTR analysis and additional STR testing requests); no additional testing shall be performed without express written authorization from both MCAO and the Agency Crime Lab that shipped the evidence to BODE CELLMARK.
- Vaginal aspirate shall be stored and shipped back to the Agency Crime Lab frozen unless BODE CELLMARK appropriately preserves the sample for storage and return at room temperature.
- BODE CELLMARK shall extract DNA from evidentiary items and shall amplify and type using the commercial kit designated by the Agency Crime Lab which will take control of the data produced by BODE CELLMARK for technical review and CODIS entry. BODE CELLMARK must switch to a kit encompassing the new CODIS core loci designated by the Agency Crime Lab at the time requested by the Agency Crime Lab, or no later than September 30, 2016. Agency Crime Lab will give BODE CELLMARK 30 days' notice prior to switching to kit encompassing new CODIS core loci. Cases already in progress at time of notification can be completed utilizing initial commercial kit.
- Allele sizes and designations shall be determined with an appropriate internal lane standard and allelic ladder which represents all of the common alleles for that particular locus.
- Samples shall be stored and handled in a proper manner to prevent loss, cross transfer, contamination and/or deleterious change.
- Submitting Agencies and their designated labs must accept both the kits and DNA Extracts.
 - Extracted DNA samples shall be returned with the evidence samples to the lab designated by MCAO and/or the submitting Agency on ice. All sample extracts will be returned on ice. Variation from this may result in additional charges.
 - BODE CELLMARK shall return all samples sealed in their original containers. The acceptable mode of transportation must provide proper ambient conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt turnaround.

- MCAO agrees that Agency Crime Labs will accept processed kits back in as few as 30-days from case review. Variation from this may result in additional charges.

No hair analysis will be performed.

- **CONTAMINATION:** BODE CELLMARK shall assess any contamination to determine its possible origin. When possible, samples with sufficient material remaining, will be re-extracted or re-amplified as needed at no additional cost. Any contamination will be documented (to include appropriate corrective action measures taken) and this documentation must accompany the data. If additional sample does not remain or the original results are more complete than additional work performed, results obtained during contamination may be reported (depending on the contamination event). Non-contaminated samples or samples associated with a contaminated blank in a batch may be reported if the contamination event is determined to be a non-systemic single tube event. Reporting of results associated with a contamination event must follow BODE CELLMARK'S Quality System and guidelines. Please contact MCAO and the relevant Agency Crime Lab as soon as possible when it is determined that a contamination event has taken place to assess how the results will be reported. In the event that a sample cannot be reported due to contamination, the sample will not be charged to MCAO, the Agency, or the Agency Crime Lab in so far as the contamination event is caused by the negligence, mishandling, or willful misconduct of BODE CELLMARK.

C. Data Reporting. BODE CELLMARK shall provide a written report detailing the biological screening and DNA testing performed and the results of that testing which will include an interpretive statement for any DNA comparisons with known standards supported by statistical calculations. BODE CELLMARK shall provide completed case files to the Agency Crime Lab within 60 days from receipt of evidence or upon a mutually agreed upon delivery schedule for large bulk shipments of evidence. BODE CELLMARK shall provide formal pre-trial DNA case consultation at no charge. BODE CELLMARK Forensics will provide trial expert witness testimony services upon request at the prices stated in Exhibit "B". MCAO shall have the right to receive copies of any data reports made by BODE CELLMARK.

BODE CELLMARK will issue a report to MCAO and to the Agency Crime Lab for all cases submitted to the BODE CELLMARK under this Agreement, including the results of male DNA screening.

For all cases, provide for extraction, quantitation, amplification, and electrophoresis information, including electropherograms and raw data, shall be provided to the Agency Crime Lab. In addition to the information set out above, BODE CELLMARK shall provide to the Agency Crime Lab copies of all communication within BODE CELLMARK relating to the case work, including without limitation all emails, documentation of technical review, and the State of Arizona Sexual Assault Examination Report. All documentation shall be properly labeled in accordance with ASCLD/LAB criteria and FBI "Quality Assurance Standards for Forensic DNA Testing Laboratories" to permit a quality review to be conducted by Agency Crime Lab personnel.

BODE CELLMARK shall provide to the Agency Crime Lab interpretation guidelines used in the determination of alleles calls and report conclusions. Guidelines should, at a minimum, address the following:

- All interpretation thresholds (RFU values) including baseline, analytical, stochastic, and stutter filter thresholds;
- Peak height imbalance interpretation;
- Interpretation of controls.

UNEXPECTED RESULTS: If unexpected DNA results are obtained (e.g. no or partial DNA profile from a bloodstain, minor male in sperm fraction of 2+ or greater sperm sample, etc.), troubleshooting by BODE CELLMARK will be required prior to returning of DNA data and evidence. If sample remains (no more than half of the sample will be consumed without the Agency Crime Lab's permission), BODE CELLMARK will re-analyze the sample. If, based on troubleshooting, it is determined that BODE CELLMARK extracted an insufficient quantity or encountered an analytical problem that resulted in the inability to obtain a DNA profile, additional testing will be done by BODE CELLMARK at no charge.

D. Confidentiality. Case information and test results are confidential criminal justice information. Access to case information and evidence, including sub-samples and DNA extracts, must be controlled by BODE CELLMARK's laboratory and limited to those personnel identified to the MCAO as working under this contract. BODE CELLMARK cannot provide information concerning cases to anyone other than specified representatives of the MCAO; specified representatives of MCAO shall be deemed to include representatives of the Agency or Agency Crime Lab that originated shipment of the relevant case evidence. Any "outside" inquiries related to the processing of samples shall be immediately reported to the MCAO designee.

E. Subcontracting. BODE CELLMARK shall not sub-contract any services without prior written permission from the MCAO explicitly stating so. BODE CELLMARK shall be responsible for all payments due to the subcontractor for all tests and analyses performed hereunder and BODE CELLMARK shall be responsible for any amounts paid to the subcontractor that are in excess of the then effective contract rates that the MCAO is required to pay for such tests hereunder.

F. Testimony and Interviews. The services set forth below shall be provided by BODE CELLMARK upon request by MCAO for all cases/SAKs analyzed by BODE CELLMARK pursuant to this Agreement, regardless of whether this Agreement is then active or has been terminated, cancelled, or expired:

- One telephonic interview or in-person interview at the BODE CELLMARK site of each analyst or analyst's supervisor involved in processing the case proceeding to court will be provided by BODE CELLMARK and paid by MCAO at a rate of \$100 an hour.

- Travel expenses (flight, lodging, and per diem for food) for one witness per case will be provided by the MCAO.
- Expert testimony, to be paid at the rate of \$100 an hour (travel time not included, but time in the courthouse testifying or waiting to testify are included).

Exhibit II

PRICING PROVISIONS:

1. The price per kit will be \$625/ kit with project completion in 12-24 months. A \$20/ kit surcharge will be applied to processing with a 24 loci kit.

NO AMOUNTS IN EXCESS OF THE PRICE PER KIT SET OUT IN THIS EXHIBIT II, ITEM NO. 1 MAY BE CHARGED TO MCAO FOR ANY SERVICE UNLESS MCAO PROVIDES ITS WRITTEN CONSENT TO SUCH ADDITIONAL CHARGE; SUCH CONSENT MUST BE OBTAINED PRIOR TO PERFORMING THE SERVICE FROM WHICH THE ADDITIONAL CHARGE ARISES.

2. If the technical specifications are modified to the workflow, the Price per kit will be subject to change.
3. If the submitting MCAO requires serology, an additional serology fee will be applied. Any changes to price as a result of a process modification will be quoted prior to processing.
4. Pricing is based on Direct to DNA screening all evidentiary swabs and STR testing one sample, the most probative/male DNA positive unknown sample.
5. For SAK kits that have multiple alleged perpetrators, recent consensual sex reported (within 120 hours), have a female assailant, or are male-to-male crime, additional testing may be necessary. Pricing includes testing up to 3 samples for these circumstances.
6. New York District Attorney (DANY) will only pay for the testing of the swabs to include the victim's reference. Additional samples are \$195/sample.
7. "Unused" STR tests from one case cannot be applied to another case.

Attachment B

Information to be Reported Pursuant to the DANY Sexual Assault Kit Backlog Elimination Grant Program Quarterly Performance Metrics Report

Definitions

- In a “Forensic Hit” or “Case to Case Match,” the new profile matches DNA from another forensic sample.
- In an “Offender/Arrestee Hit” or “Match to a Known Offender,” the new profile matches the DNA of an offender or arrestee profile already in CODIS (i.e. the match is to a sample in the offender index).
- In a “Confirmatory Hit,” the profile matches with the previously named suspect.
- A “John Doe” warrant or indictment is intended to stop the statute of limitations for an unknown offender.

Baseline Information:

1. Agency Name
2. How many kits did Agency apply for to test under this MOU?
3. Have the kits that will be tested under this MOU been fully inventoried? (Yes/No)
 - a. If no, how is your inventory process progressing?
4. What is the Agency’s policy for notifying victims following a CODIS hit? (Please note any trends that the Agency observed in victim response and lessons learned from the Agency’s. If some victims chose not to cooperate with law enforcement following notification, please describe any reasons they gave.)

Cumulative Data to be completed by the Agency:

For all the following questions, the Agency should please report only activity that occurred during the most recent quarter:

1. The number of Untested SAKs that qualify for the Grant (this will be set out in the inventory described in the MOU).
2. The number of Untested SAKs submitted to Laboratory for testing.
3. The number of victims the Agency attempted to notify following a CODIS hit.
4. The number of victims the Agency successfully notified following a CODIS hit.
5. The number of cases the Agency re-opened (or opened for the first time) as a result of identification through CODIS (a “CODIS hit”) based on a DNA profile resulting from the testing contemplated by this MOU.

6. The number of cases beyond the statute of limitations.
7. The number of arrests made as a result of a CODIS hit.

Individual CODIS Hit and Case Data to be completed by the Agency:

For the following questions, new information should be provided, and information provided on past reports should be updated by the Agency on each quarterly report:

1. Case # (CODIS ID)
2. Hit Type (Offender, Forensic, Confirmatory)
3. Top Charge Associated with Kit
4. Suspect Age at Crime
5. Victim Age at Crime
6. Total # of Associated Cases in CODIS
7. # of Associated Sexual Assault cases in CODIS
8. List all states where defendant profile is associated with a crime in CODIS
9. Why wasn't the kit previously tested? (Lack of resources, Case determined to be unfounded by law enforcement, Law enforcement cited non-credible victim, Law enforcement cited uncooperative victim, DNA testing was not available at time of crime, Evidence was not considered probative, Other)
10. If "Other" (ref. 9), please describe
11. Describe investigative activities undertaken following DNA testing (i.e. police file sought, case re-opened, etc.)
12. Agency DR number
13. Evidence Item Number
14. Name of Lab evidence was sent to, under MOU
15. Date evidence was sent to Lab
16. Suspect/Defendant name and:
 - a. Gender

- b. Ethnicity
- c. Age at time of arrest

17. Victim Name and:
- a. Gender

Testing Data (to be completed by the DPS Lab):

1. Number of kits submitted for testing
2. Number of kits that did not generate any or sufficient DNA for upload
3. Number of kits that produced a CODIS eligible profile
4. Date of receipt of kit from Agency (for each individual kit)
5. The number of SAKs that produced a CODIS eligible profile.
6. The number of DNA profiles entered into CODIS.
7. The number of hits in CODIS.
8. The number of "Forensic" or "Case to "Case" matches.
9. The number of "Offender/Arrestee hits" or "Matches to Known Offenders".
10. The number of "Confirmatory Hits".
11. The number of CODIS hits that match to a profile associated with another sexual assault case.
12. List each associated case in CODIS by top charge

Programmatic Information to be completed by the Agency:

1. How has your jurisdiction coordinated with the other agencies within your multi-disciplinary strategy this quarter? (Please include the number of stakeholder meetings held and the agencies that participated. Include examples of successful coordination among agencies in your jurisdiction as a result of this project, as well as any challenges that you have faced.)
2. Are all kits associated with a reported crime now submitted to the lab? Are all such kits tested as they come in? If not, what is the practice?
3. Would your jurisdiction potentially benefit by and utilize training and technical assistance in any of the following areas if it were available? Check all that apply.
 - a. CODIS functionality

- b. The forklift approach
- c. Best practices training for law enforcement
- d. Best practices training for hospital staff
- e. Best practices training for victim services staff
- f. Best practice training for prosecutors
- g. Interagency coordination
- h. Identifying additional funding sources
- i. Organizational consulting or assistance with process efficiency
- j. Other _____

Prosecution-related Data (to be completed by MCAO):

1. Number of felony prosecutions commenced
 - a. Number of prosecutions commenced with homicide as the top charge
 - b. Number of prosecutions commenced with felony sexual assault as the top charge
 - c. Number of prosecutions commenced with felony burglary as the top charge
 - d. Number of prosecutions commenced with felony robbery as the top charge
 - e. Number of prosecutions commenced with another felony as the top charge
2. Number of misdemeanor prosecutions commenced
3. Number of "John Doe" warrants or indictments obtained
4. Number of cases that resulted in a felony conviction
5. Number of cases that resulted in a misdemeanor conviction
6. Number of cases that resulted in a sexual assault conviction
7. Number of cases that resulted in an acquittal (on all charges)
8. Number of cases that resulted in a dismissal (on all charges)
9. Number of cases in which the CODIS hit identified a different assailant than the one originally named or prosecuted
10. Number of exonerations

(Individual case data:)

11. Did the case associated with this kit result in prosecution following DNA testing? (Yes, No)

12. If yes (ref. 11), what was the Top Charge and Charge Category (F/M) at commencement?
13. What was the disposition of this case? (Guilty plea, Guilty at trial, Not guilty at trial, Court dismissal, Hung jury, Mistrial, Other)
14. If "Other" (ref. 13), please describe.
15. Top Plea/Conviction Charge
16. Was notification of victim attempted? (Yes, No)
17. Was the victim successfully notified? (Yes, No)
18. Did the victim cooperate with the investigation? (Yes, No)
19. Defendant sentence? (Jail, Prison, Community supervision, Split sentence, None, Other)
20. Was case outside of the Statute of Limitations? (Yes, No)
21. Did the hit result in an exoneration? (Yes, No)
22. Aside from prosecution, how was hit info used? (Parole/probation notification, Sex Offender Registry information, Civil commitment, Used as evidence in another case, Other)
23. If "Other" (ref. 22), please describe.
24. Stranger Assault (Yes, No)
25. Acquaintance Assault (Yes, No)
26. Intimate Partner Violence (Yes, No)
27. Campus Assault (Yes, No)
28. Gang Assault (Yes, No)
29. List all states where convicted of a crime
30. Total # of Out of State Sexual Assault Convictions
31. List All Past Convictions

RESOLUTION NO. 1007-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AVONDALE AND THE MARICOPA COUNTY ATTORNEY'S OFFICE RELATING TO THE TESTING OF SEXUAL ASSAULT KITS.

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

SECTION 1. The Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Attorney's Office relating to the testing of sexual assault kits (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1007-0222

[Amendment]

See following pages.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF AVONDALE
AND
MARICOPA COUNTY ATTORNEY'S OFFICE

This Agreement amends Memorandum of Understanding (MOU) between the City of Avondale and the Maricopa County Attorney's Office ("MCAO") for the testing of Sexual Assault Kits funded by a grant from the Office of the District Attorney of New York County, State of New York.

1. On October 1, 2018, MCAO received a Sexual Assault Kit Initiative ("SAKI") grant from the United States Department of Justice, Office of Justice Programs ("DOJ").
2. Section 2.4 is amended to add that MCAO shall submit reports to the DOJ as contemplated by the SAKI grant agreement.
3. The reporting requirements for DANY as outlined in Section 1.4, 1.7, 2.4, 4.1, 4.3.4 and Attachment B of the MOU and any amendments shall apply to the DOJ's SAKI grant. The reporting on SAKI and DANY shall continue through and including October 10, 2022 on the schedule outlined in the August 15, 2016 MOU.
4. Unless expressly changed by this Amendment, the terms of the MOU shall continue to govern the relationship between the parties.

This Amendment to Extend the MOU is hereby entered into effective on date of the last signature set out below and extended for a period of one year from the date of the last signature.

**SIGNATURES FOR THIS AGREEMENT ARE ON THE FOLLOWING PAGE. THE
REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

CITY OF AVONDALE, BY AND
THROUGH THE AVONDALE POLICE
DEPARTMENT ("AGENCY")

THE MARICOPA COUNTY
ATTORNEY'S OFFICE
("MCAO")

By: _____
Name: _____
Title: _____
Date: _____

Allister Adel
Maricopa County Attorney
Date: _____

MARICOPA COUNTY BOARD OF
SUPERVISORS

Signature: _____
Chairman, Maricopa County Board of
Supervisors
Date: _____

ATTEST:
Signature: _____
Clerk of the Board
Date: _____

Approved as to legal form:

Approved as to legal form:

By: _____
Legal Counsel to the Agency
Date: _____

By: _____
Legal Counsel to MCAO
Date: _____

CITY COUNCIL REPORT

SUBJECT: Resolution 1008-0222 - Funding Agreement with the Maricopa County Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund

MEETING DATE: 2/7/2022

TO: Mayor and Council

FROM: Kenneth Chapa, Economic Development Director, (623) 333-1411

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will help increase visitor traffic to Avondale.

PURPOSE:

City Council will consider a request to adopt Resolution 1008-0222, approving the Funding Agreement between the City of Avondale and Maricopa County Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

During Covid-19, many of our industry sectors have been negatively affected by a workforce shortage and reduced workforce pipeline. The purpose of this Agreement is for the City to fund a non-endowment scholarship to be administered by the Foundation that will provide financial support to students interested in pursuing programs in the public health and behavioral health fields, or the travel, tourism, and hospitality industry. This program will provide a workforce pipeline to help fill some hard to fill positions in these fields and create new career pathways within the sectors.

DISCUSSION:

The City would utilize funds from the American Rescue Plan Act of 2021 (ARPA) to provide the Foundation with an amount not to exceed \$430,000 for the Scholarship Fund over three years. The first distribution of \$110,000 would be provided within 30 days of execution of this agreement to the Foundation to be used for the Scholarship Fund. The City would pay an additional \$160,000 to the Foundation for the Scholarship Fund, subject to budget and appropriation requirements. If the Scholarship Fund is not depleted prior to January 1, 2026, the Foundation will remit the remaining balance of the Scholarship Fund back to the City by February 1, 2026.

The Foundation shall be considered a subrecipient of the ARPA funding and shall maintain records, books, documents, and other materials relevant to its performance under this Agreement and ARPA and shall provide the City with the necessary information to meet the City's reporting requirements to Treasury at least quarterly. This itemized report shall detail how the funds in the Scholarship Fund were expended.

BUDGET IMPACT:

The City shall provide the foundation with an allocation of funds from the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$430,000 for the Scholarship Fund over three years. The breakdown of these funds is as follows:

Year 1 - \$110,000

Year 2 - \$160,000

Year 3 - \$160,000

The year 1 amount was already approved by Council for fiscal year 2022.

RECOMMENDATION:

Staff recommends adoption of a Resolution approving the Funding Agreement Between the City of Avondale and the Maricopa County Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund not to exceed \$430,000.

Contact person for document distribution: Cheryl Covert

RESOLUTION NO. 1008-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A FUNDING AGREEMENT WITH THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION RELATING TO THE ESTABLISHMENT AND FUNDING OF THE AVONDALE EDGE EMCC SCHOLARSHIP.

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

SECTION 1. The Funding Agreement with the Maricopa County Community College District Foundation relating to the establishment and funding of the Avondale Edge EMCC Scholarship (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1008-0222

[Agreement]

See following pages.

**FUNDING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
FOUNDATION
FOR THE
AVONDALE EDGE EMCC SCHOLARSHIP FUND**

This Funding Agreement (this “Agreement”) is entered into as of December 1, 2021, between the City of Avondale, an Arizona municipal corporation (the “City”) and the Maricopa Community College District Foundation, an Arizona 501(c)3 non-profit corporation d/b/a Maricopa Community Colleges Foundation (the “Foundation”). The City and Foundation are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Effective March 11, 2021, the federal American Rescue Plan Act of 2021 (“ARPA”) authorizes the U.S. Department of the Treasury (“Treasury”) to allocate federal stimulus funding to the City (the “Funds”).
- B. Under Section 602(c)(3) of ARPA, the City may grant portions of the Funds to nonprofits to help supplement public health efforts and mitigate negative economic impacts caused by the COVID-19 pandemic (the “Pandemic”) in certain disproportionately affected industries.
- C. The Parties acknowledge that the local tourism, travel, and hospitality industries were negatively and disproportionately impacted by the Pandemic; resulting in an approximately 24% decline in revenue and 17% decline in employment through these industries nationwide.
- D. The Parties acknowledge the long-term health impacts the Pandemic will continue to require an increased public health response, including medical services for individuals with “long COVID” and other potential long-term impacts of COVID-19 exposure.
- E. The Parties acknowledge that the Pandemic’s impacts on behavioral health, including the toll of pandemic-related stress, have increased the need for behavioral health resources.
- F. The Parties acknowledge that Pandemic-related school closures and the transition to remote education raised particular challenges for lower-income students, potentially exacerbating educational disparities, while increases in economic hardship among families could have long-lasting impacts on children’s educational and economic prospects.

- G. The Maricopa County Community Colleges District, specifically Estrella Mountain Community College (“EMCC”), provides post-secondary education in fields related to public health, behavioral health, and the tourism, travel, and hospitality industries, with almost 75% of EMCC’s student population having a household income level of \$50,000 or less.
- H. The Foundation is a 501(c)(3) nonprofit corporation designated by the Maricopa County Community College District to receive and manage gifts, and provide scholarship opportunities, on behalf of its 10 colleges.
- I. The Parties intend to establish a new Avondale Edge EMCC Scholarship (the “Scholarship”) at EMCC to provide resources to persons interested in working in the public and behavioral health fields, or the tourism, travel, and hospitality industry.
- J. The Parties believe that the Scholarship will help alleviate educational disparities caused by the Pandemic, while creating a pool of local educated professionals to help mitigate future public health issues related to the Pandemic and enhance efforts to rebuild the local tourism, travel, and hospitality industries.
- K. The City and the District desire to enter into this Agreement to establish each Party’s rights and responsibilities with respect to the City providing the Foundation with funding for the Scholarship and the Foundation’s administration of the same.

AGREEMENT

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

- 1. **Purpose of Agreement.** The purpose of this Agreement is for the City to fund a non-endowment scholarship to be administered by the Foundation that will provide financial support to students interested in pursuing programs in the public health and behavioral health fields, or the travel, tourism, and hospitality industry.
- 2. **Duration of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2026, unless terminated by the City in writing.
- 3. **Use of Funds Received from City.** The Foundation shall use the Funds received from the City to create an Avondale Edge EMCC Scholarship Fund (the “Scholarship Fund”) that will be used to administer the Scholarship in accordance with the criteria set forth in Exhibit A of this Agreement, attached hereto and

incorporated herein by reference. The Foundation shall be the fiduciary for the Scholarship Fund and shall use the proceeds of the Scholarship Fund exclusively for the administration of the Scholarship as set forth in this Agreement. Once disbursed to the Foundation, monies in the Scholarship Fund may be rolled over to subsequent years. However, the Scholarship Fund must be fully depleted prior to January 1, 2026. If the Scholarship Fund is not depleted prior to January 1, 2026, the Foundation shall remit the remaining balance of the Scholarship Fund back to the City by February 1, 2026.

4. **City's Financial Obligation.** The City shall provide the Foundation with an amount not to exceed \$430,000.00 for the Scholarship Fund over three years as detailed herein. Within thirty (30) days of execution of this Agreement by the Parties, the City shall pay \$110,000.00 to the Foundation to be used for the Scholarship Fund. The date of the first payment shall be known as the "Initial Payment." On each of the second and third anniversaries of the Initial Payment, but no later than December 31, 2024, the City shall pay an additional \$160,000.00 to the Foundation for the Scholarship Fund, subject to budget and appropriation requirements as set forth herein.
5. **Reporting:** The Foundation shall be considered a subrecipient of ARPA funding and shall maintain records, books, documents, and other materials relevant to its performance under this Agreement and ARPA and shall provide the City with the necessary information to meet the City's reporting requirements to Treasury. This includes maintaining adequate records to demonstrate funds are utilized in accordance with the purposes of ARPA, along with information identifying the recipient, amount, and date of transfer. The City may request additional information, as needed, to meet Treasury requirements. These records shall be subject to inspection, review and audit by the City or its designee, in accordance with the Treasury's Interim Final Rule pertaining to Coronavirus State and Local Fiscal Recovery Funds and Treasury's Compliance & Reporting Guidelines, for five years following termination of this Agreement.

At least quarterly, the Foundation shall submit to the City an itemized report setting forth an accounting for the Scholarship Fund and detailing how the funds in the Scholarship Fund were expended.

6. **Noncompliance.** If the City, in its sole discretion, determines the Foundation is in breach of this Agreement, the City shall give written notice to the Foundation of the specific area of noncompliance. The Foundation shall comply within 30 calendar days of the date of notice.
7. **Termination for Cause:** If the Foundation does not comply within 30 calendar days from the date of the notice of breach, the City may terminate this Agreement, and the Foundation shall immediately return to the City all funds provided by the City pursuant to this Agreement.

8. **Termination of the Scholarship.** The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior written notice to the Foundation. Should the City terminate the Scholarship pursuant to this Section, this Agreement shall automatically terminate, in which event the Foundation shall refund to the City its proportionate share of the Scholarship Fund, excluding amounts of the Scholarship Fund disbursed to students as of the termination date.
9. **Compliance with Law, Guidelines.** The Foundation shall comply with all federal, state, and local laws and all other applicable requirements including the Family Educational Rights and Privacy Act, ARPA, the Uniform Administrative Requirements for Federal Awards at 2 C.F.R. Part 200, federal Single Audit requirements, Treasury's Interim Final Rule pertaining to Coronavirus State and Local Fiscal Recovery Funds and Treasury's Compliance & Reporting Guidelines, to the extent applicable.
10. **Conflict of Interest.** In accordance with ARIZ. REV. STAT. § 38-511, the Foundation and the City may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
11. **Indemnification:** The City's role is solely to provide funding for the Scholarship Fund. The Foundation agrees to defend, hold harmless and indemnify the City from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which the City, its agents, employees or said parties may be subject to related to the Scholarship or the Scholarship Fund, including, but not limited to, actions for bodily injury, illness, death, or property damage. This section shall survive the expiration or termination of this Agreement.
12. **Independent Contractor.** The Foundation is an independent contractor and not an agent or employee of the City.
13. **Entire Agreement; Amendments.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by the Parties.
14. **Assignment Prohibited.** The Foundation shall not assign any rights acquired hereby, without first obtaining the written consent of the City.

15. **Non-Appropriation.** The City's obligations pursuant to Section 4 above are contingent on the City's receipt from Treasury of all applicable Funds, in addition to annual appropriations approved by the City Council as set forth in this paragraph. The provisions of this Agreement for payment of funds or the incurring of expenses by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Foundation fully informed as to the availability of funds. The obligation of the City to incur expenses pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City shall be relieved of any subsequent obligation under this Agreement.
16. **Immigration Law Warranty.** As required by A.R.S. § 41-4401, the Foundation hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The Foundation further warrants that after hiring an employee, the Foundation verifies the employment eligibility of the employee through the E-Verify program. If the Foundation uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.
17. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the Party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Cherlene Penilla, Acting City Manager

With copy to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Nicholle Harris, City Attorney

If to the District: Maricopa Community Colleges Foundation
2419 West 14th Street
Tempe, Arizona 85281
Attn:

With copy to: Estrella Mountain Community College
3000 North Dysart Rd.
Avondale, Arizona 85392
Attn:

- or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the Party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.
18. **Israel.** The Foundation 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.
19. **Counterparts.** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
20. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

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

[Signatures on following page.]

“City”

THE CITY OF AVONDALE, an Arizona
municipal corporation,

Kenneth N. Weise, Mayor

Date: _____

Marcella Carrillo, City Clerk

“Foundation”

MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT FOUNDATION
D/B/A MARICOPA COMMUNITY
COLLEGES FOUNDATION, an Arizona
non-profit corporation,

Date: _____

EXHIBIT A
TO
FUNDING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION
FOR THE
AVONDALE EDGE EMCC SCHOLARSHIP FUND

[Scholarship Criteria]

Eligibility and Administration Requirements of the
Avondale Edge EMCC Scholarship Fund

1. The Scholarship Fund shall be used solely to fund scholarship opportunities to eligible applicants seeking an Associate Degree or Certificate at Estrella Mountain Community College in the following programs:
 - Associate in Arts, Emphasis in Psychology
 - Associate in Arts, Emphasis in Counseling and Applied Psychological Science
 - Associate in Arts, Emphasis in Psychology
 - Associate in Arts, Emphasis in Social Work
 - Associate in Science, Emphasis in Biological Sciences
 - Associate in Applied Science in Culinary Arts
 - Associate in Applied Science in Nursing
 - Certificate of Completion in Culinary Arts I or II
 - Certificate of Completion in Commercial Baking and Pastry
2. The Scholarship Fund may be used to pay for student tuition or certificate fees, equipment required for participation in a program, or for textbooks.
3. Eligible recipients include:
 - Residents of Avondale
 - Persons currently working in a public health or behavioral health facility, or restaurant located in the City of Avondale
 - Juniors and Seniors dual-enrolled in the Western Maricopa Education Center Culinary Post-Secondary Pathway at EMCC
4. The Foundation shall be responsible for verifying recipient eligibility prior to making a disbursement from the Scholarship Fund and shall maintain records of each recipient's eligibility to the satisfaction of the City.

CITY COUNCIL REPORT

SUBJECT: Resolutions 1009-0222 and 1010-0222 – Maintenance Improvement District No. 22 for Alamar Phase 4 and Alamar Phase 4 Re-Plat

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Development

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

PURPOSE:

City Council will consider a request to: (a) approve the Petition for Formation; (b) adopt Resolution 1009-0222, declaring its intention to form the Maintenance Improvement District No. 22, Alamar Phase 4 and Alamar Phase 4 Re-Plat, providing for the assessment; and (c) adopt Resolution 1010-0222, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency, and authorize the Mayor, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for formation of City of Avondale Maintenance Improvement District No. 22, Alamar Phase 4 and Phase 4 Re-Plat, southwest corner of El Mirage Road and Alamar Boulevard, is attached. In the case in which all of the property owners have consented to MID formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements

finalizes the formation of the Maintenance Improvement District process. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

ANALYSIS:

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

The Maintenance Improvement District has been approved through the Development and Engineering Services Department, which recommends that City Council formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills for those properties located within the District in the event that the Homeowner's Association fails.

DISCUSSION:

The proposed MID has been reviewed by the City Attorney and is in conformance with the City of Avondale's Subdivision Regulations and State statute governing Maintenance Improvement District formation.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

RECOMMENDATION:

Staff recommends Council **ADOPT** a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 22, Alamar Phase 4 and Phase 4 Re-Plat, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District.
2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

PROPOSED MOTION:

I move that City Council **ADOPT** the necessary resolutions approving City of Avondale Maintenance Improvement District No. 22, Alamar Phase 4 and Phase 4 Re-Plat, subject to two (2) recommended conditions of approval as listed in the staff report.

Contact person for document distribution: Eric Fitzer

RESOLUTION 1009-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING, IRRIGATION, DRAINAGE AND RETENTION FACILITIES AND HARDSCAPE ADJACENT TO DESIGNATED PUBLIC ROADWAYS WITHIN THE PROPOSED DISTRICT AND RELATED FACILITIES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 22 – ALAMAR IV, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the “City”) has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 22 – Alamar IV (the “Assessment District”) over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as a part of Exhibit A and incorporated herein by reference; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said activities shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities in the Assessment District are incidental to the maintenance and preservation of the public roadways and parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district tend to preserve the structural integrity of the public streets and parkway and mitigate flooding of adjacent areas by draining water to and from the public streets and parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

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 public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the “Work”) to be performed: The operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 22 – Alamar IV, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City

Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 22 – Alamar IV.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of ARIZ. REV. STAT. § 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1009-0222

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised December 22, 2021
Revised February 22, 2021
December 15, 2020
WP# 174612.09
Page 1 of 22
See Exhibit "A"

LEGAL DESCRIPTION AND ASSESSMENT DIAGRAM
Maintenance Improvement District No. 22
Alamar Phase 4 and Alamar Phase 4 Replat

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:

BEGINNING at the northwest corner of said Section 26, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap flush, stamped RLS26411 T1N R1W S22 23 27 26, from which the west quarter corner of said Section 26, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, bears South 00°06'26" West (basis of bearing), a distance of 2594.90 feet;

THENCE along the west line of said Section 23, North 00°48'18" West, a distance of 57.08 feet;

THENCE leaving said west line, North 89°11'42" East, a distance of 50.00 feet;

THENCE South 45°30'19" East, a distance of 35.54 feet;

THENCE North 89°47'41" East, a distance of 1907.167 feet;

THENCE North 44°47'53" East, a distance of 28.33 feet;

THENCE North 89°49'25" East, a distance of 59.97 feet;

THENCE South 45°12'07" East, a distance of 28.28 feet;

THENCE North 89°47'41" East, a distance of 604.88 feet, to the beginning of a curve;

THENCE easterly along said curve to the left, having a radius of 510.00 feet, concave northerly, through a central angle of 32°55'08", a distance of 293.02 feet, to the curves end;

THENCE North 56°52'33" East, a distance of 433.90 feet, to the beginning of a curve;

THENCE easterly along said curve to the right, having a radius of 590.00 feet, concave southeasterly, through a central angle of 33°03'12", a distance of 340.36 feet, to the curves end;

THENCE North 89°55'45" East, a distance of 1841.35 feet, to the westerly right-of-way line of El Mirage Road per Alamar-Phase 2, recorded in Book 1537, page 35, Maricopa County Records (MCR);

THENCE along said westerly right-of-way line, South 01°10'37" East, a distance of 92.02 feet;

THENCE South 45°37'26" East, a distance of 42.83 feet;

THENCE South 01°10'37" East, a distance of 177.37 feet, to the beginning of a curve;

THENCE southerly along said curve to the left, having a radius of 1050.00 feet, concave easterly, through a central angle of 50°34'51", a distance of 926.94 feet, to a point of intersection with a non-tangent line;

THENCE South 05°39'16" East, a distance of 40.98 feet;

THENCE South 41°15'55" West, a distance of 877.54 feet, to the beginning of a curve;

THENCE southwesterly along said curve to the left, having a radius of 600.00 feet, concave southeasterly, through a central angle of 41°08'49", a distance of 430.89 feet, to the curves end;

THENCE South 00°07'07" West, a distance of 166.68 feet, to the southerly line of that certain Public Utility Easement, recorded in Document 2004-0091790, MCR;

**Legal Description
Alamar Phase 4 and Alamar Phase 4 Replat
Maintenance Improvement District No. 22**

Revised December 22, 2021
Revised February 22, 2021
December 15, 2020
WP# 174612.09
Page 2 of 22
See Exhibit "A"

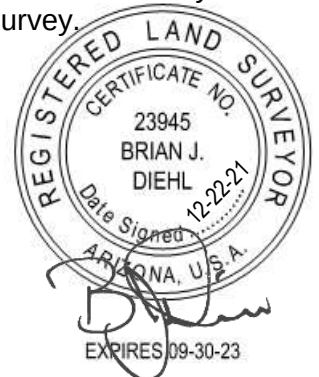
THENCE leaving said westerly right-of-way line, along said southerly line and the prolongation of said southerly line, North 63°16'05" West, a distance of 511.39 feet;
THENCE leaving said prolongation, North 41°12'26" East, a distance of 34.92 feet;
THENCE North 23°52'24" West, a distance of 137.58 feet;
THENCE North 89°10'16" West, a distance of 2092.51 feet;
THENCE North 00°06'28" East, a distance of 2.80 feet;
THENCE North 89°32'42" West, a distance of 774.82 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said non-tangent curve to the right, having a radius of 785.00 feet, concave easterly, whose radius bears South 87°12'00" East, through a central angle of 17°10'25", a distance of 235.29 feet, to the beginning of a compound curve;
THENCE northeasterly along said compound curve to the right, having a radius of 3010.00 feet, concave easterly, through a central angle of 1°06'11", a distance of 57.95 feet, to a point of intersection with a non-tangent line;
THENCE North 71°07'46" West, a distance of 80.00 feet, to the easterly line of that certain parcel of land recorded in Document 2007-0853115, MCR, and a point of intersection with a non-tangent curve;
THENCE along said easterly line, northerly along said non-tangent curve to the left, having a radius of 2930.00 feet, concave westerly, whose radius bears North 71°07'46" West, through a central angle of 19°04'08", a distance of 975.15 feet, to the curves end;
THENCE North 00°11'54" West, a distance of 125.93 feet;
THENCE North 45°11'54" West, a distance of 42.43 feet, to the northerly line of said certain parcel of land;
THENCE leaving said easterly line, along said northerly line, South 89°48'16" West, a distance of 1857.16 feet;
THENCE South 44°57'40" West, a distance of 56.71 feet;
THENCE leaving said northerly line, North 89°53'32" West, a distance of 65.00 feet, to the west line of said Section 26;
THENCE along said west line, North 00°06'28" East, a distance of 104.65 feet, to the **POINT OF BEGINNING**.

Containing 7,017,424 square feet or 161.0979 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 July, 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.

Y:\WP\Parcel Descriptions\2017\174612.09 Alamar Phase 4 & Alamar Phase 4 Replat MID L46R02 12-22-21.docx



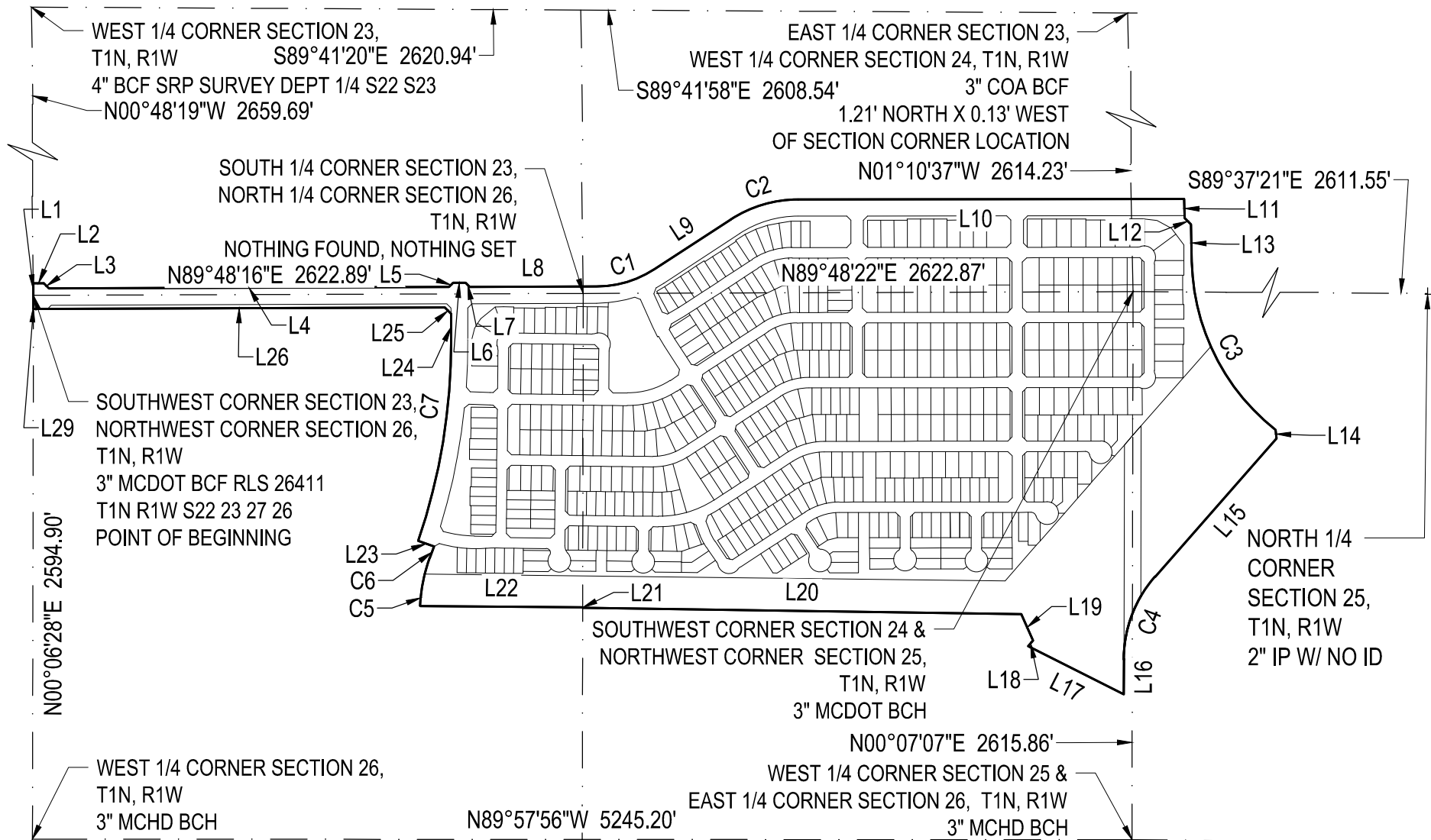


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 3 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°48'18"W	57.08'
L2	N89°11'42"E	50.00'
L3	S45°30'19"E	35.54'
L4	N89°47'41"E	1907.16'
L5	N44°47'53"E	28.33'
L6	N89°49'25"E	59.97'
L7	S45°12'07"E	28.28'
L8	N89°47'41"E	604.88'
L9	N56°52'33"E	433.90'
L10	N89°55'45"E	1841.35'
L11	S01°10'37"E	92.02'
L12	S45°37'26"E	42.83'
L13	S01°10'37"E	177.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	S05°39'16"E	40.98'
L15	S41°15'55"W	877.54'
L16	S00°07'07"W	166.68'
L17	N63°16'05"W	511.39'
L18	N41°12'26"E	34.92'
L19	N23°52'24"W	137.58'
L20	N89°10'16"W	2092.51'
L21	N00°06'28"E	2.80'
L22	N89°32'42"W	774.82'
L23	N71°07'46"W	80.00'
L24	N00°11'54"W	125.93'
L25	N45°11'54"W	42.43'
L26	S89°48'16"W	1962.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L29	N00°06'28"E	65.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	32°55'08"	510.00'	293.02'
C2	33°03'12"	590.00'	340.36'
C3	50°34'51"	1050.00'	926.94'
C4	41°08'49"	600.00'	430.89'
C5	17°10'25"	785.00'	235.29'
C6	1°06'11"	3010.00'	57.95'
C7	19°04'08"	2930.00'	975.15'

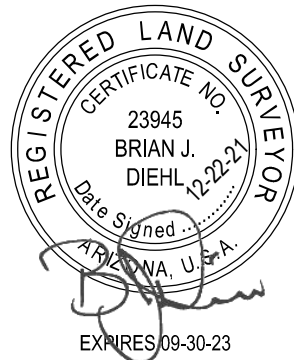


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 ALAMAR PHASE 4 AND PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 4 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	9,448	0.2169
LOT 2	9,450	0.2169
LOT 3	9,450	0.2169
LOT 4	9,450	0.2169
LOT 5	9,100	0.2089
LOT 6	9,100	0.2089
LOT 7	9,100	0.2089
LOT 8	9,353	0.2147
LOT 9	14,420	0.3310
LOT 10	12,824	0.2944
LOT 11	9,785	0.2246

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 12	9,450	0.2169
LOT 13	9,450	0.2169
LOT 14	9,800	0.2250
LOT 15	9,050	0.2078
LOT 16	9,100	0.2089
LOT 17	9,100	0.2089
LOT 18	9,100	0.2089
LOT 19	9,100	0.2089
LOT 20	9,100	0.2089
LOT 21	9,100	0.2089
LOT 22	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 23	9,100	0.2089
LOT 24	9,100	0.2089
LOT 25	9,100	0.2089
LOT 26	9,100	0.2089
LOT 27	9,100	0.2089
LOT 28	9,050	0.2078
LOT 29	11,200	0.2571
LOT 30	10,800	0.2479
LOT 31	10,702	0.2457
LOT 32	9,050	0.2078
LOT 33	9,100	0.2089

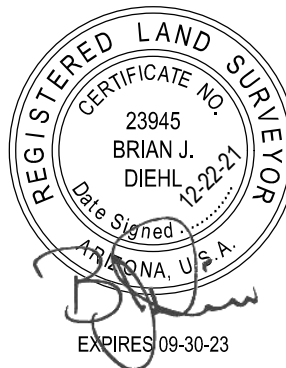


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 5 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 34	9,100	0.2089
LOT 35	9,100	0.2089
LOT 36	9,100	0.2089
LOT 37	9,100	0.2089
LOT 38	9,100	0.2089
LOT 39	9,050	0.2078
LOT 40	9,050	0.2078
LOT 41	9,100	0.2089
LOT 42	9,100	0.2089
LOT 43	9,100	0.2089
LOT 44	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 45	9,100	0.2089
LOT 46	9,100	0.2089
LOT 47	9,050	0.2078
LOT 48	9,066	0.2081
LOT 49	9,100	0.2089
LOT 50	9,100	0.2089
LOT 51	9,100	0.2089
LOT 52	9,100	0.2089
LOT 53	9,205	0.2113
LOT 54	9,100	0.2089
LOT 55	9,050	0.2078

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 56	7,825	0.1796
LOT 57	7,875	0.1808
LOT 58	7,875	0.1808
LOT 59	7,976	0.1831
LOT 60	7,875	0.1808
LOT 61	7,889	0.1811
LOT 62	8,728	0.2004
LOT 63	11,742	0.2696
LOT 64	10,173	0.2336
LOT 65	7,875	0.1808
LOT 66	7,875	0.1808

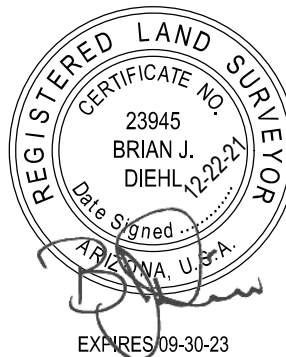


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 6 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 67	7,875	0.1808
LOT 68	7,825	0.1796
LOT 69	7,875	0.1808
LOT 70	7,875	0.1808
LOT 71	7,875	0.1808
LOT 72	7,875	0.1808
LOT 73	7,875	0.1808
LOT 74	7,875	0.1808
LOT 75	8,625	0.1980
LOT 76	8,625	0.1980
LOT 77	8,625	0.1980

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 78	8,033	0.1844
LOT 79	8,033	0.1844
LOT 80	8,033	0.1844
LOT 81	8,033	0.1844
LOT 82	8,033	0.1844
LOT 83	8,033	0.1844
LOT 84	8,033	0.1844
LOT 85	8,033	0.1844
LOT 86	8,033	0.1844
LOT 87	7,983	0.1833
LOT 88	7,982	0.1833

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 89	8,033	0.1844
LOT 90	8,032	0.1844
LOT 91	8,033	0.1844
LOT 92	8,033	0.1844
LOT 93	8,032	0.1844
LOT 94	8,032	0.1844
LOT 95	8,032	0.1844
LOT 96	8,032	0.1844
LOT 97	8,032	0.1844
LOT 98	8,140	0.1869
LOT 99	8,190	0.1880



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 7 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 100	8,190	0.1880
LOT 101	8,190	0.1880
LOT 102	8,190	0.1880
LOT 103	8,190	0.1880
LOT 104	8,190	0.1880
LOT 105	8,190	0.1880
LOT 106	8,190	0.1880
LOT 107	8,190	0.1880
LOT 108	8,140	0.1869
LOT 109	8,140	0.1869
LOT 110	8,190	0.1880

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 111	8,190	0.1880
LOT 112	8,190	0.1880
LOT 113	8,190	0.1880
LOT 114	8,190	0.1880
LOT 115	8,190	0.1880
LOT 116	8,190	0.1880
LOT 117	8,190	0.1880
LOT 118	8,190	0.1880
LOT 119	8,140	0.1869
LOT 120	8,190	0.1880
LOT 121	8,190	0.1880

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 122	8,190	0.1880
LOT 123	8,190	0.1880
LOT 124	8,190	0.1880
LOT 125	8,190	0.1880
LOT 126	8,190	0.1880
LOT 127	8,190	0.1880
LOT 128	8,190	0.1880
LOT 129	8,140	0.1869
LOT 130	8,140	0.1869
LOT 131	8,190	0.1880
LOT 132	8,190	0.1880

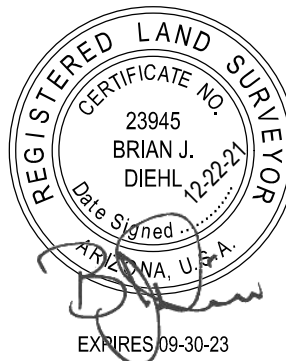


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 8 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 133	8,190	0.1880
LOT 134	8,190	0.1880
LOT 135	8,190	0.1880
LOT 136	8,190	0.1880
LOT 137	8,190	0.1880
LOT 138	8,190	0.1880
LOT 139	8,190	0.1880
LOT 140	8,190	0.1880
LOT 141	8,190	0.1880
LOT 142	8,190	0.1880
LOT 143	8,505	0.1952

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 144	8,505	0.1952
LOT 145	8,505	0.1952
LOT 146	8,190	0.1880
LOT 147	8,190	0.1880
LOT 148	8,190	0.1880
LOT 149	5,662	0.1300
LOT 150	5,734	0.1316
LOT 151	6,136	0.1409
LOT 152	5,993	0.1376
LOT 153	5,993	0.1376
LOT 154	5,993	0.1376

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 155	5,788	0.1329
LOT 156	5,176	0.1188
LOT 157	5,176	0.1188
LOT 158	5,176	0.1188
LOT 159	5,176	0.1188
LOT 160	5,401	0.1240
LOT 161	5,401	0.1240
LOT 162	5,401	0.1240
LOT 163	5,401	0.1240
LOT 164	5,452	0.1252
LOT 165	5,804	0.1332



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 9 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 166	6,602	0.1516
LOT 167	6,293	0.1445
LOT 168	6,663	0.1530
LOT 169	6,243	0.1433
LOT 170	5,175	0.1188
LOT 171	5,175	0.1188
LOT 172	5,175	0.1188
LOT 173	5,175	0.1188
LOT 174	5,175	0.1188
LOT 175	5,175	0.1188
LOT 176	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 177	5,320	0.1221
LOT 178	5,908	0.1356
LOT 179	6,956	0.1597
LOT 180	7,001	0.1607
LOT 181	6,152	0.1412
LOT 182	5,850	0.1343
LOT 183	5,850	0.1343
LOT 184	5,850	0.1343
LOT 185	5,509	0.1265
LOT 186	5,559	0.1276
LOT 187	5,559	0.1276

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 188	5,559	0.1276
LOT 189	5,509	0.1265
LOT 190	5,850	0.1343
LOT 191	5,850	0.1343
LOT 192	5,850	0.1343
LOT 193	6,633	0.1523
LOT 194	6,786	0.1558
LOT 195	6,205	0.1424
LOT 196	6,130	0.1407
LOT 197	5,559	0.1276
LOT 198	5,405	0.1241

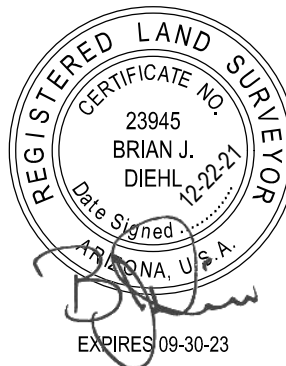


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 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 10 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 199	5,405	0.1241
LOT 200	5,405	0.1241
LOT 201	5,405	0.1241
LOT 202	5,409	0.1242
LOT 203	5,373	0.1233
LOT 204	5,422	0.1245
LOT 205	5,423	0.1245
LOT 206	5,422	0.1245
LOT 207	5,422	0.1245
LOT 208	5,423	0.1245
LOT 209	5,423	0.1245

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 210	5,423	0.1245
LOT 211	6,391	0.1467
LOT 212	7,450	0.1710
LOT 213	6,481	0.1488
LOT 214	5,850	0.1343
LOT 215	5,850	0.1343
LOT 216	5,850	0.1343
LOT 217	5,850	0.1343
LOT 218	5,800	0.1331
LOT 219	6,450	0.1481
LOT 220	6,500	0.1492

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 221	6,228	0.1430
LOT 222	5,850	0.1343
LOT 223	6,695	0.1537
LOT 224	6,941	0.1593
LOT 225	6,696	0.1537
LOT 226	6,223	0.1428
LOT 227	5,531	0.1270
LOT 228	5,422	0.1245
LOT 229	5,423	0.1245
LOT 230	5,423	0.1245
LOT 231	5,422	0.1245

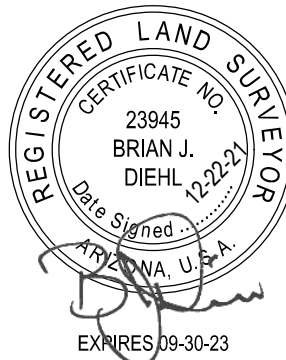


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 11 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 232	5,373	0.1233
LOT 233	5,260	0.1208
LOT 234	5,310	0.1219
LOT 235	5,310	0.1219
LOT 236	5,310	0.1219
LOT 237	5,310	0.1219
LOT 238	5,879	0.1350
LOT 239	7,615	0.1748
LOT 240	7,057	0.1620
LOT 241	5,715	0.1312
LOT 242	5,715	0.1312

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 243	5,715	0.1312
LOT 244	5,715	0.1312
LOT 245	5,715	0.1312
LOT 246	6,524	0.1498
LOT 247	6,010	0.1380
LOT 248	6,000	0.1377
LOT 249	6,000	0.1377
LOT 250	6,000	0.1377
LOT 251	6,000	0.1377
LOT 252	6,000	0.1377
LOT 253	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 254	6,000	0.1377
LOT 255	7,240	0.1662
LOT 256	7,816	0.1794
LOT 257	6,568	0.1508
LOT 258	6,082	0.1396
LOT 259	6,082	0.1396
LOT 260	6,082	0.1396
LOT 261	7,556	0.1735
LOT 262	6,400	0.1469
LOT 263	6,400	0.1469
LOT 264	7,154	0.1642



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 12 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 265	7,253	0.1665
LOT 266	7,219	0.1657
LOT 267	7,026	0.1613
LOT 268	6,247	0.1434
LOT 269	6,150	0.1412
LOT 270	6,100	0.1400
LOT 271	6,100	0.1400
LOT 272	6,025	0.1383
LOT 273	6,025	0.1383
LOT 274	6,025	0.1383
LOT 275	6,100	0.1400

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 276	6,025	0.1383
LOT 277	6,025	0.1383
LOT 278	6,025	0.1383
LOT 279	6,305	0.1447
LOT 280	6,360	0.1460
LOT 281	6,674	0.1532
LOT 282	7,627	0.1751
LOT 283	8,809	0.2022
LOT 284	7,090	0.1628
LOT 285	6,360	0.1460
LOT 286	6,360	0.1460

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 287	6,000	0.1377
LOT 288	6,000	0.1377
LOT 289	6,050	0.1389
LOT 290	6,050	0.1389
LOT 291	6,385	0.1466
LOT 292	6,847	0.1572
LOT 293	6,972	0.1600
LOT 294	7,027	0.1613
LOT 295	6,716	0.1542
LOT 296	6,494	0.1491
LOT 297	6,055	0.1390



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 13 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 298	6,502	0.1493
LOT 299	6,458	0.1483
LOT 300	6,500	0.1492
LOT 301	6,250	0.1435
LOT 302	6,250	0.1435
LOT 303	6,250	0.1435
LOT 304	6,000	0.1377
LOT 305	6,000	0.1377
LOT 306	6,010	0.1380
LOT 307	8,049	0.1848
LOT 308	9,153	0.2101

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 309	9,038	0.2075
LOT 310	6,391	0.1467
LOT 311	6,250	0.1435
LOT 312	6,010	0.1380
LOT 313	6,000	0.1377
LOT 314	6,000	0.1377
LOT 315	6,000	0.1377
LOT 316	6,000	0.1377
LOT 317	6,000	0.1377
LOT 318	6,000	0.1377
LOT 319	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 320	6,000	0.1377
LOT 321	6,000	0.1377
LOT 322	6,000	0.1377
LOT 323	6,000	0.1377
LOT 324	6,000	0.1377
LOT 325	6,000	0.1377
LOT 326	6,000	0.1377
LOT 327	6,010	0.1380
LOT 328	6,211	0.1426
LOT 329	6,250	0.1435
LOT 330	6,250	0.1435

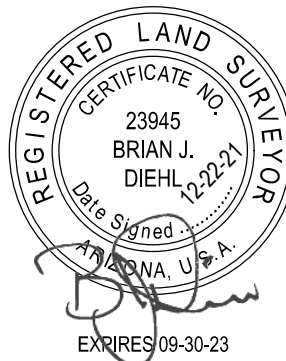


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 14 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 331	6,500	0.1492
LOT 332	6,500	0.1492
LOT 333	6,050	0.1389
LOT 334	6,050	0.1389
LOT 335	6,050	0.1389
LOT 336	6,050	0.1389
LOT 337	6,050	0.1389
LOT 338	6,050	0.1389
LOT 339	6,050	0.1389
LOT 340	6,000	0.1377
LOT 341	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 342	6,000	0.1377
LOT 343	6,000	0.1377
LOT 344	6,000	0.1377
LOT 345	6,000	0.1377
LOT 346	6,000	0.1377
LOT 347	6,550	0.1504
LOT 348	6,000	0.1377
LOT 349	6,000	0.1377
LOT 350	6,550	0.1504
LOT 351	6,885	0.1581
LOT 352	6,018	0.1381

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 353	6,018	0.1381
LOT 354	6,018	0.1381
LOT 355	6,018	0.1381
LOT 356	6,017	0.1381
LOT 357	6,017	0.1381
LOT 358	6,050	0.1389
LOT 359	6,840	0.1570
LOT 360	6,881	0.1580
LOT 361	5,400	0.1240
LOT 362	5,400	0.1240
LOT 363	5,625	0.1291



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 15 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 364	5,625	0.1291
LOT 365	5,400	0.1240
LOT 366	5,400	0.1240
LOT 367	5,353	0.1229
LOT 368	5,175	0.1188
LOT 369	5,175	0.1188
LOT 370	5,175	0.1188
LOT 371	5,175	0.1188
LOT 372	5,175	0.1188
LOT 373	5,175	0.1188
LOT 374	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 375	5,175	0.1188
LOT 376	5,130	0.1178
LOT 377	5,175	0.1188
LOT 378	5,175	0.1188
LOT 379	5,175	0.1188
LOT 380	5,175	0.1188
LOT 381	5,175	0.1188
LOT 382	5,175	0.1188
LOT 383	5,175	0.1188
LOT 384	5,175	0.1188
LOT 385	5,418	0.1244

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 386	5,860	0.1345
LOT 387	5,860	0.1345
LOT 388	5,305	0.1218
LOT 389	5,188	0.1191
LOT 390	5,216	0.1197
LOT 391	5,352	0.1229
LOT 392	5,400	0.1240
LOT 393	5,400	0.1240
LOT 394	5,400	0.1240
LOT 395	6,223	0.1429
LOT 396	6,262	0.1438

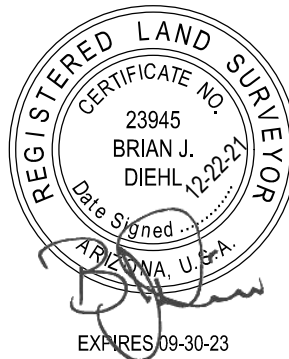


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 16 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 397	6,199	0.1423
LOT 398	6,468	0.1485
LOT 399	5,785	0.1328
LOT 400	5,217	0.1198
LOT 401	5,217	0.1198
LOT 402	5,217	0.1198
LOT 403	5,217	0.1198
LOT 404	5,217	0.1198
LOT 405	5,746	0.1319
LOT 406	6,559	0.1506
LOT 407	6,259	0.1437

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 408	6,614	0.1518
LOT 409	6,914	0.1587
LOT 410	6,539	0.1501
LOT 411	7,117	0.1634
LOT 412	6,616	0.1519
LOT 413	6,160	0.1414
LOT 414	7,050	0.1618
LOT 415	8,555	0.1964
LOT 416	5,157	0.1184
LOT 417	5,199	0.1194
LOT 418	5,210	0.1196

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 419	5,220	0.1198
LOT 420	5,220	0.1198
LOT 421	5,220	0.1198
LOT 422	5,220	0.1198
LOT 423	5,220	0.1198
LOT 424	5,220	0.1198
LOT 425	5,622	0.1291
LOT 426	6,075	0.1395
LOT 427	6,245	0.1434
LOT 428	6,226	0.1429
LOT 429	5,646	0.1296

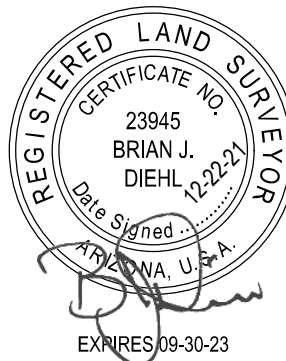


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 17 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 430	5,326	0.1223
LOT 431	5,326	0.1223
LOT 432	5,175	0.1188
LOT 433	5,175	0.1188
LOT 434	5,175	0.1188
LOT 435	5,175	0.1188
LOT 436	5,175	0.1188
LOT 437	5,175	0.1188
LOT 438	5,175	0.1188
LOT 439	5,175	0.1188
LOT 440	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 441	5,175	0.1188
LOT 442	5,175	0.1188
LOT 443	5,175	0.1188
LOT 444	5,175	0.1188
LOT 445	5,125	0.1177
LOT 446	5,175	0.1188
LOT 447	5,164	0.1185
LOT 448	5,804	0.1332
LOT 449	10,997	0.2525
LOT 450	7,975	0.1831
LOT 451	6,236	0.1432

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 452	5,400	0.1240
LOT 453	5,400	0.1240
LOT 454	5,350	0.1228
LOT 455	7,250	0.1664
LOT 456	6,521	0.1497
LOT 457	5,889	0.1352
LOT 458	5,886	0.1351
LOT 459	6,529	0.1499
LOT 460	7,205	0.1654
LOT 461	5,350	0.1228
LOT 462	5,400	0.1240



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 18 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 463	5,400	0.1240
LOT 464	5,400	0.1240
LOT 465	5,400	0.1240
LOT 466	5,350	0.1228
LOT 467	7,205	0.1654
LOT 468	6,404	0.1470
LOT 469	5,946	0.1365
LOT 470	5,910	0.1357
LOT 471	6,395	0.1468
LOT 472	7,250	0.1664
LOT 473	5,350	0.1228

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 474	5,400	0.1240
LOT 475	5,400	0.1240
LOT 476	5,995	0.1376
LOT 477	6,515	0.1496
LOT 478	8,558	0.1965
LOT 479	6,676	0.1533
LOT 480	11,208	0.2573
LOT 481	6,569	0.1508
LOT 482	6,941	0.1593
LOT 483	5,350	0.1228
LOT 484	5,400	0.1240

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 485	5,400	0.1240
LOT 486	5,909	0.1357

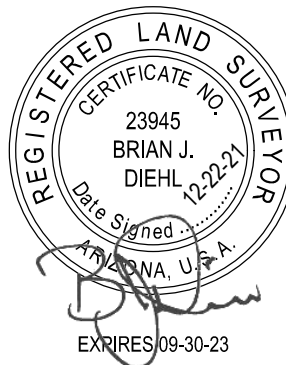


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 19 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	95,696	2.1969
TRACT AA	1,008	0.0231
TRACT AAA	1,220	0.0280
TRACT B	20,400	0.4683
TRACT BB	2,300	0.0528
TRACT BBB	1,540	0.0354
TRACT C	2,300	0.0528
TRACT CC	1,192	0.0274
TRACT CCC	34,308	0.7876
TRACT D	2,300	0.0528
TRACT DD	1,084	0.0249

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT DDD	825,755	18.9567
TRACT E	2,300	0.0528
TRACT EE	2,110	0.0484
TRACT EEE	385,214	8.8433
TRACT F	2,250	0.0517
TRACT FF	2,000	0.0459
TRACT FFF	69,320	1.5914
TRACT G	4,158	0.0955
TRACT GG	2,221	0.0510
TRACT H	1,974	0.0453
TRACT HH	2,110	0.0484

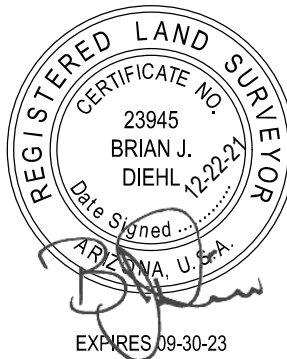


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 20 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT I	2,100	0.0482
TRACT II	1,050	0.0241
TRACT J	3,768	0.0865
TRACT JJ	109,152	2.5058
TRACT K	29,995	0.6886
TRACT KK	26,402	0.6061
TRACT L	2,300	0.0528
TRACT LL	6,183	0.1419
TRACT M	2,300	0.0528
TRACT MM	1,068	0.0245
TRACT N	2,250	0.0517

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT NN	1,004	0.0231
TRACT O	15,394	0.3534
TRACT OO	1,004	0.0231
TRACT P	150,669	3.4589
TRACT PP	40,955	0.9402
TRACT Q	18,580	0.4265
TRACT QQ	2,100	0.0482
TRACT R	2,300	0.0528
TRACT RR	2,200	0.0505
TRACT S	22,862	0.5248
TRACT SS	2,200	0.0505

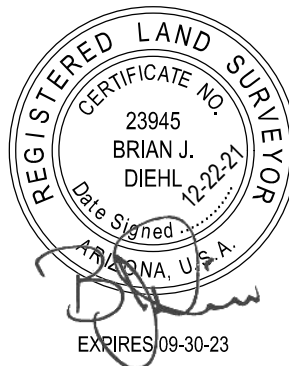


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 21 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT T	14,533	0.3336
TRACT TT	56,504	1.2971
TRACT U	1,050	0.0241
TRACT UU	13,814	0.3171
TRACT V	1,050	0.0241
TRACT VV	9,640	0.2213
TRACT W	1,050	0.0241
TRACT WW	1,050	0.0241
TRACT X	1,050	0.0241
TRACT XX	1,050	0.0241
TRACT Y	47,353	1.0871

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT YY	2,161	0.0496
TRACT Z	1,008	0.0231
TRACT ZZ	10,053	0.2308

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
OVERALL	7,014,036	161.0201
RIGHT-OF-WAY	1,640,444	37.6594

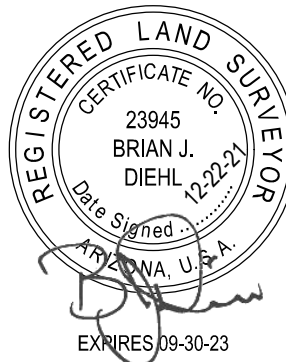


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 22 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

RESOLUTION 1010-0222

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 22 – ALAMAR IV; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has adopted Resolution 1010-0222 declaring its intent to form the City of Avondale Maintenance Improvement District No. 22 – Alamar IV; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

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 public interest or convenience require and it is the intention of the City Council to order the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and that the cost of such activities, together with appurtenant structures, be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 22 – Alamar IV (the “District”) as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and on file with the

Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines that the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures to be assessed, shall pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district, and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed district shall be made and all proceedings therein taken; that the Superintendent of Streets of the City (the City Engineer) shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION 1010-0222

[Legal Description and Map of Assessment District]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised December 22, 2021
Revised February 22, 2021
December 15, 2020
WP# 174612.09
Page 1 of 22
See Exhibit "A"

LEGAL DESCRIPTION AND ASSESSMENT DIAGRAM
Maintenance Improvement District No. 22
Alamar Phase 4 and Alamar Phase 4 Replat

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:

BEGINNING at the northwest corner of said Section 26, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap flush, stamped RLS26411 T1N R1W S22 23 27 26, from which the west quarter corner of said Section 26, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, bears South 00°06'26" West (basis of bearing), a distance of 2594.90 feet;

THENCE along the west line of said Section 23, North 00°48'18" West, a distance of 57.08 feet;

THENCE leaving said west line, North 89°11'42" East, a distance of 50.00 feet;

THENCE South 45°30'19" East, a distance of 35.54 feet;

THENCE North 89°47'41" East, a distance of 1907.167 feet;

THENCE North 44°47'53" East, a distance of 28.33 feet;

THENCE North 89°49'25" East, a distance of 59.97 feet;

THENCE South 45°12'07" East, a distance of 28.28 feet;

THENCE North 89°47'41" East, a distance of 604.88 feet, to the beginning of a curve;

THENCE easterly along said curve to the left, having a radius of 510.00 feet, concave northerly, through a central angle of 32°55'08", a distance of 293.02 feet, to the curves end;

THENCE North 56°52'33" East, a distance of 433.90 feet, to the beginning of a curve;

THENCE easterly along said curve to the right, having a radius of 590.00 feet, concave southeasterly, through a central angle of 33°03'12", a distance of 340.36 feet, to the curves end;

THENCE North 89°55'45" East, a distance of 1841.35 feet, to the westerly right-of-way line of El Mirage Road per Alamar-Phase 2, recorded in Book 1537, page 35, Maricopa County Records (MCR);

THENCE along said westerly right-of-way line, South 01°10'37" East, a distance of 92.02 feet;

THENCE South 45°37'26" East, a distance of 42.83 feet;

THENCE South 01°10'37" East, a distance of 177.37 feet, to the beginning of a curve;

THENCE southerly along said curve to the left, having a radius of 1050.00 feet, concave easterly, through a central angle of 50°34'51", a distance of 926.94 feet, to a point of intersection with a non-tangent line;

THENCE South 05°39'16" East, a distance of 40.98 feet;

THENCE South 41°15'55" West, a distance of 877.54 feet, to the beginning of a curve;

THENCE southwesterly along said curve to the left, having a radius of 600.00 feet, concave southeasterly, through a central angle of 41°08'49", a distance of 430.89 feet, to the curves end;

THENCE South 00°07'07" West, a distance of 166.68 feet, to the southerly line of that certain Public Utility Easement, recorded in Document 2004-0091790, MCR;

**Legal Description
Alamar Phase 4 and Alamar Phase 4 Replat
Maintenance Improvement District No. 22**

Revised December 22, 2021
Revised February 22, 2021
December 15, 2020
WP# 174612.09
Page 2 of 22
See Exhibit "A"

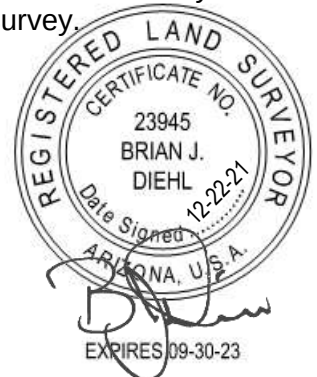
THENCE leaving said westerly right-of-way line, along said southerly line and the prolongation of said southerly line, North 63°16'05" West, a distance of 511.39 feet;
THENCE leaving said prolongation, North 41°12'26" East, a distance of 34.92 feet;
THENCE North 23°52'24" West, a distance of 137.58 feet;
THENCE North 89°10'16" West, a distance of 2092.51 feet;
THENCE North 00°06'28" East, a distance of 2.80 feet;
THENCE North 89°32'42" West, a distance of 774.82 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said non-tangent curve to the right, having a radius of 785.00 feet, concave easterly, whose radius bears South 87°12'00" East, through a central angle of 17°10'25", a distance of 235.29 feet, to the beginning of a compound curve;
THENCE northeasterly along said compound curve to the right, having a radius of 3010.00 feet, concave easterly, through a central angle of 1°06'11", a distance of 57.95 feet, to a point of intersection with a non-tangent line;
THENCE North 71°07'46" West, a distance of 80.00 feet, to the easterly line of that certain parcel of land recorded in Document 2007-0853115, MCR, and a point of intersection with a non-tangent curve;
THENCE along said easterly line, northerly along said non-tangent curve to the left, having a radius of 2930.00 feet, concave westerly, whose radius bears North 71°07'46" West, through a central angle of 19°04'08", a distance of 975.15 feet, to the curves end;
THENCE North 00°11'54" West, a distance of 125.93 feet;
THENCE North 45°11'54" West, a distance of 42.43 feet, to the northerly line of said certain parcel of land;
THENCE leaving said easterly line, along said northerly line, South 89°48'16" West, a distance of 1857.16 feet;
THENCE South 44°57'40" West, a distance of 56.71 feet;
THENCE leaving said northerly line, North 89°53'32" West, a distance of 65.00 feet, to the west line of said Section 26;
THENCE along said west line, North 00°06'28" East, a distance of 104.65 feet, to the **POINT OF BEGINNING**.

Containing 7,017,424 square feet or 161.0979 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 July, 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.

Y:\WP\Parcel Descriptions\2017\174612.09 Alamar Phase 4 & Alamar Phase 4 Replat MID L46R02 12-22-21.docx



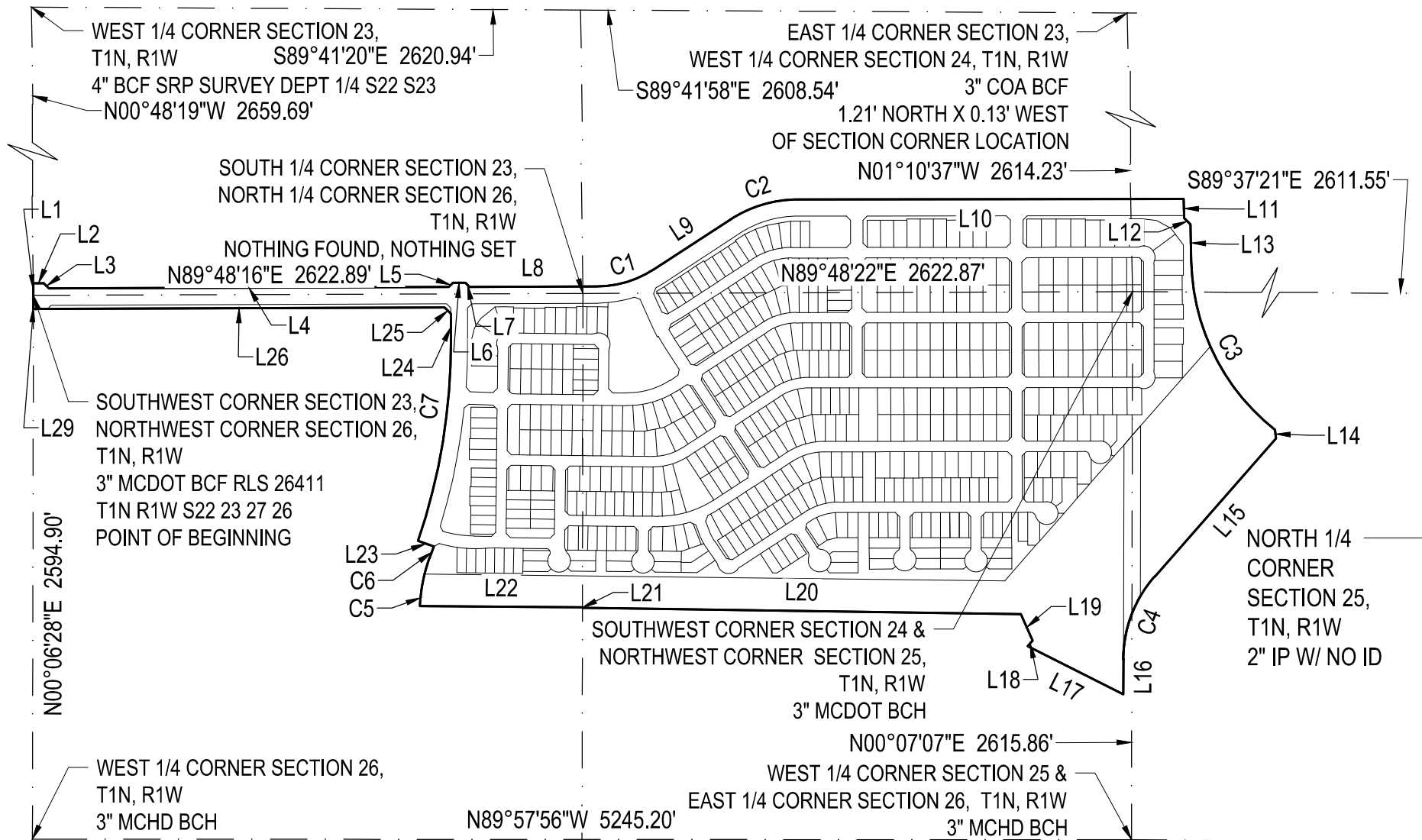


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 3 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°48'18"W	57.08'
L2	N89°11'42"E	50.00'
L3	S45°30'19"E	35.54'
L4	N89°47'41"E	1907.16'
L5	N44°47'53"E	28.33'
L6	N89°49'25"E	59.97'
L7	S45°12'07"E	28.28'
L8	N89°47'41"E	604.88'
L9	N56°52'33"E	433.90'
L10	N89°55'45"E	1841.35'
L11	S01°10'37"E	92.02'
L12	S45°37'26"E	42.83'
L13	S01°10'37"E	177.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	S05°39'16"E	40.98'
L15	S41°15'55"W	877.54'
L16	S00°07'07"W	166.68'
L17	N63°16'05"W	511.39'
L18	N41°12'26"E	34.92'
L19	N23°52'24"W	137.58'
L20	N89°10'16"W	2092.51'
L21	N00°06'28"E	2.80'
L22	N89°32'42"W	774.82'
L23	N71°07'46"W	80.00'
L24	N00°11'54"W	125.93'
L25	N45°11'54"W	42.43'
L26	S89°48'16"W	1962.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L29	N00°06'28"E	65.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	32°55'08"	510.00'	293.02'
C2	33°03'12"	590.00'	340.36'
C3	50°34'51"	1050.00'	926.94'
C4	41°08'49"	600.00'	430.89'
C5	17°10'25"	785.00'	235.29'
C6	1°06'11"	3010.00'	57.95'
C7	19°04'08"	2930.00'	975.15'

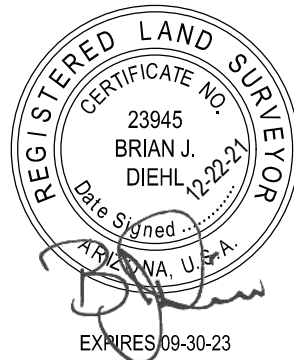


EXHIBIT "A"
 ALAMAR PHASE 4 AND PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 4 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	9,448	0.2169
LOT 2	9,450	0.2169
LOT 3	9,450	0.2169
LOT 4	9,450	0.2169
LOT 5	9,100	0.2089
LOT 6	9,100	0.2089
LOT 7	9,100	0.2089
LOT 8	9,353	0.2147
LOT 9	14,420	0.3310
LOT 10	12,824	0.2944
LOT 11	9,785	0.2246

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 12	9,450	0.2169
LOT 13	9,450	0.2169
LOT 14	9,800	0.2250
LOT 15	9,050	0.2078
LOT 16	9,100	0.2089
LOT 17	9,100	0.2089
LOT 18	9,100	0.2089
LOT 19	9,100	0.2089
LOT 20	9,100	0.2089
LOT 21	9,100	0.2089
LOT 22	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 23	9,100	0.2089
LOT 24	9,100	0.2089
LOT 25	9,100	0.2089
LOT 26	9,100	0.2089
LOT 27	9,100	0.2089
LOT 28	9,050	0.2078
LOT 29	11,200	0.2571
LOT 30	10,800	0.2479
LOT 31	10,702	0.2457
LOT 32	9,050	0.2078
LOT 33	9,100	0.2089

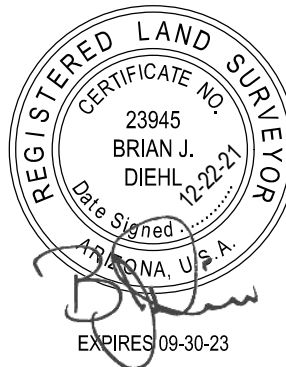


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 5 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 34	9,100	0.2089
LOT 35	9,100	0.2089
LOT 36	9,100	0.2089
LOT 37	9,100	0.2089
LOT 38	9,100	0.2089
LOT 39	9,050	0.2078
LOT 40	9,050	0.2078
LOT 41	9,100	0.2089
LOT 42	9,100	0.2089
LOT 43	9,100	0.2089
LOT 44	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 45	9,100	0.2089
LOT 46	9,100	0.2089
LOT 47	9,050	0.2078
LOT 48	9,066	0.2081
LOT 49	9,100	0.2089
LOT 50	9,100	0.2089
LOT 51	9,100	0.2089
LOT 52	9,100	0.2089
LOT 53	9,205	0.2113
LOT 54	9,100	0.2089
LOT 55	9,050	0.2078

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 56	7,825	0.1796
LOT 57	7,875	0.1808
LOT 58	7,875	0.1808
LOT 59	7,976	0.1831
LOT 60	7,875	0.1808
LOT 61	7,889	0.1811
LOT 62	8,728	0.2004
LOT 63	11,742	0.2696
LOT 64	10,173	0.2336
LOT 65	7,875	0.1808
LOT 66	7,875	0.1808

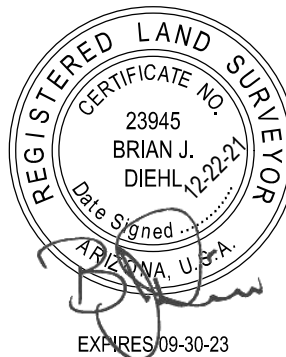


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 6 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 67	7,875	0.1808
LOT 68	7,825	0.1796
LOT 69	7,875	0.1808
LOT 70	7,875	0.1808
LOT 71	7,875	0.1808
LOT 72	7,875	0.1808
LOT 73	7,875	0.1808
LOT 74	7,875	0.1808
LOT 75	8,625	0.1980
LOT 76	8,625	0.1980
LOT 77	8,625	0.1980

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 78	8,033	0.1844
LOT 79	8,033	0.1844
LOT 80	8,033	0.1844
LOT 81	8,033	0.1844
LOT 82	8,033	0.1844
LOT 83	8,033	0.1844
LOT 84	8,033	0.1844
LOT 85	8,033	0.1844
LOT 86	8,033	0.1844
LOT 87	7,983	0.1833
LOT 88	7,982	0.1833

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 89	8,033	0.1844
LOT 90	8,032	0.1844
LOT 91	8,033	0.1844
LOT 92	8,033	0.1844
LOT 93	8,032	0.1844
LOT 94	8,032	0.1844
LOT 95	8,032	0.1844
LOT 96	8,032	0.1844
LOT 97	8,032	0.1844
LOT 98	8,140	0.1869
LOT 99	8,190	0.1880



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 7 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 100	8,190	0.1880
LOT 101	8,190	0.1880
LOT 102	8,190	0.1880
LOT 103	8,190	0.1880
LOT 104	8,190	0.1880
LOT 105	8,190	0.1880
LOT 106	8,190	0.1880
LOT 107	8,190	0.1880
LOT 108	8,140	0.1869
LOT 109	8,140	0.1869
LOT 110	8,190	0.1880

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 111	8,190	0.1880
LOT 112	8,190	0.1880
LOT 113	8,190	0.1880
LOT 114	8,190	0.1880
LOT 115	8,190	0.1880
LOT 116	8,190	0.1880
LOT 117	8,190	0.1880
LOT 118	8,190	0.1880
LOT 119	8,140	0.1869
LOT 120	8,190	0.1880
LOT 121	8,190	0.1880

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 122	8,190	0.1880
LOT 123	8,190	0.1880
LOT 124	8,190	0.1880
LOT 125	8,190	0.1880
LOT 126	8,190	0.1880
LOT 127	8,190	0.1880
LOT 128	8,190	0.1880
LOT 129	8,140	0.1869
LOT 130	8,140	0.1869
LOT 131	8,190	0.1880
LOT 132	8,190	0.1880

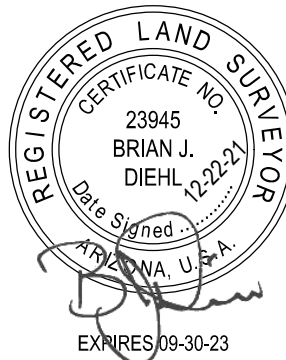


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 8 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 133	8,190	0.1880
LOT 134	8,190	0.1880
LOT 135	8,190	0.1880
LOT 136	8,190	0.1880
LOT 137	8,190	0.1880
LOT 138	8,190	0.1880
LOT 139	8,190	0.1880
LOT 140	8,190	0.1880
LOT 141	8,190	0.1880
LOT 142	8,190	0.1880
LOT 143	8,505	0.1952

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 144	8,505	0.1952
LOT 145	8,505	0.1952
LOT 146	8,190	0.1880
LOT 147	8,190	0.1880
LOT 148	8,190	0.1880
LOT 149	5,662	0.1300
LOT 150	5,734	0.1316
LOT 151	6,136	0.1409
LOT 152	5,993	0.1376
LOT 153	5,993	0.1376
LOT 154	5,993	0.1376

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 155	5,788	0.1329
LOT 156	5,176	0.1188
LOT 157	5,176	0.1188
LOT 158	5,176	0.1188
LOT 159	5,176	0.1188
LOT 160	5,401	0.1240
LOT 161	5,401	0.1240
LOT 162	5,401	0.1240
LOT 163	5,401	0.1240
LOT 164	5,452	0.1252
LOT 165	5,804	0.1332



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 9 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 166	6,602	0.1516
LOT 167	6,293	0.1445
LOT 168	6,663	0.1530
LOT 169	6,243	0.1433
LOT 170	5,175	0.1188
LOT 171	5,175	0.1188
LOT 172	5,175	0.1188
LOT 173	5,175	0.1188
LOT 174	5,175	0.1188
LOT 175	5,175	0.1188
LOT 176	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 177	5,320	0.1221
LOT 178	5,908	0.1356
LOT 179	6,956	0.1597
LOT 180	7,001	0.1607
LOT 181	6,152	0.1412
LOT 182	5,850	0.1343
LOT 183	5,850	0.1343
LOT 184	5,850	0.1343
LOT 185	5,509	0.1265
LOT 186	5,559	0.1276
LOT 187	5,559	0.1276

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 188	5,559	0.1276
LOT 189	5,509	0.1265
LOT 190	5,850	0.1343
LOT 191	5,850	0.1343
LOT 192	5,850	0.1343
LOT 193	6,633	0.1523
LOT 194	6,786	0.1558
LOT 195	6,205	0.1424
LOT 196	6,130	0.1407
LOT 197	5,559	0.1276
LOT 198	5,405	0.1241

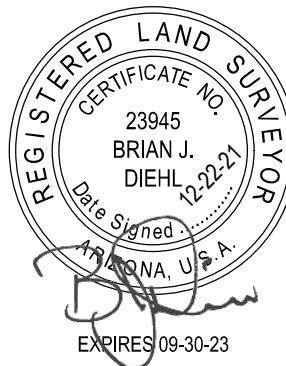


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 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 10 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 199	5,405	0.1241
LOT 200	5,405	0.1241
LOT 201	5,405	0.1241
LOT 202	5,409	0.1242
LOT 203	5,373	0.1233
LOT 204	5,422	0.1245
LOT 205	5,423	0.1245
LOT 206	5,422	0.1245
LOT 207	5,422	0.1245
LOT 208	5,423	0.1245
LOT 209	5,423	0.1245

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 210	5,423	0.1245
LOT 211	6,391	0.1467
LOT 212	7,450	0.1710
LOT 213	6,481	0.1488
LOT 214	5,850	0.1343
LOT 215	5,850	0.1343
LOT 216	5,850	0.1343
LOT 217	5,850	0.1343
LOT 218	5,800	0.1331
LOT 219	6,450	0.1481
LOT 220	6,500	0.1492

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 221	6,228	0.1430
LOT 222	5,850	0.1343
LOT 223	6,695	0.1537
LOT 224	6,941	0.1593
LOT 225	6,696	0.1537
LOT 226	6,223	0.1428
LOT 227	5,531	0.1270
LOT 228	5,422	0.1245
LOT 229	5,423	0.1245
LOT 230	5,423	0.1245
LOT 231	5,422	0.1245

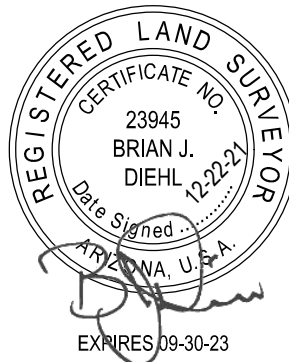


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 11 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 232	5,373	0.1233
LOT 233	5,260	0.1208
LOT 234	5,310	0.1219
LOT 235	5,310	0.1219
LOT 236	5,310	0.1219
LOT 237	5,310	0.1219
LOT 238	5,879	0.1350
LOT 239	7,615	0.1748
LOT 240	7,057	0.1620
LOT 241	5,715	0.1312
LOT 242	5,715	0.1312

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 243	5,715	0.1312
LOT 244	5,715	0.1312
LOT 245	5,715	0.1312
LOT 246	6,524	0.1498
LOT 247	6,010	0.1380
LOT 248	6,000	0.1377
LOT 249	6,000	0.1377
LOT 250	6,000	0.1377
LOT 251	6,000	0.1377
LOT 252	6,000	0.1377
LOT 253	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 254	6,000	0.1377
LOT 255	7,240	0.1662
LOT 256	7,816	0.1794
LOT 257	6,568	0.1508
LOT 258	6,082	0.1396
LOT 259	6,082	0.1396
LOT 260	6,082	0.1396
LOT 261	7,556	0.1735
LOT 262	6,400	0.1469
LOT 263	6,400	0.1469
LOT 264	7,154	0.1642



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 12 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 265	7,253	0.1665
LOT 266	7,219	0.1657
LOT 267	7,026	0.1613
LOT 268	6,247	0.1434
LOT 269	6,150	0.1412
LOT 270	6,100	0.1400
LOT 271	6,100	0.1400
LOT 272	6,025	0.1383
LOT 273	6,025	0.1383
LOT 274	6,025	0.1383
LOT 275	6,100	0.1400

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 276	6,025	0.1383
LOT 277	6,025	0.1383
LOT 278	6,025	0.1383
LOT 279	6,305	0.1447
LOT 280	6,360	0.1460
LOT 281	6,674	0.1532
LOT 282	7,627	0.1751
LOT 283	8,809	0.2022
LOT 284	7,090	0.1628
LOT 285	6,360	0.1460
LOT 286	6,360	0.1460

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 287	6,000	0.1377
LOT 288	6,000	0.1377
LOT 289	6,050	0.1389
LOT 290	6,050	0.1389
LOT 291	6,385	0.1466
LOT 292	6,847	0.1572
LOT 293	6,972	0.1600
LOT 294	7,027	0.1613
LOT 295	6,716	0.1542
LOT 296	6,494	0.1491
LOT 297	6,055	0.1390



EXHIBIT "A"
ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
MAINTENANCE IMPROVEMENT DISTRICT
NO. 22 ASSESSMENT DIAGRAM
REVISED 12/22/2021
WP# 174612.09
PAGE 13 OF 22
NOT TO SCALE
Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 298	6,502	0.1493
LOT 299	6,458	0.1483
LOT 300	6,500	0.1492
LOT 301	6,250	0.1435
LOT 302	6,250	0.1435
LOT 303	6,250	0.1435
LOT 304	6,000	0.1377
LOT 305	6,000	0.1377
LOT 306	6,010	0.1380
LOT 307	8,049	0.1848
LOT 308	9,153	0.2101

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 309	9,038	0.2075
LOT 310	6,391	0.1467
LOT 311	6,250	0.1435
LOT 312	6,010	0.1380
LOT 313	6,000	0.1377
LOT 314	6,000	0.1377
LOT 315	6,000	0.1377
LOT 316	6,000	0.1377
LOT 317	6,000	0.1377
LOT 318	6,000	0.1377
LOT 319	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 320	6,000	0.1377
LOT 321	6,000	0.1377
LOT 322	6,000	0.1377
LOT 323	6,000	0.1377
LOT 324	6,000	0.1377
LOT 325	6,000	0.1377
LOT 326	6,000	0.1377
LOT 327	6,010	0.1380
LOT 328	6,211	0.1426
LOT 329	6,250	0.1435
LOT 330	6,250	0.1435

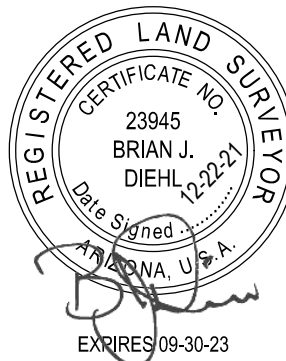


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 14 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 331	6,500	0.1492
LOT 332	6,500	0.1492
LOT 333	6,050	0.1389
LOT 334	6,050	0.1389
LOT 335	6,050	0.1389
LOT 336	6,050	0.1389
LOT 337	6,050	0.1389
LOT 338	6,050	0.1389
LOT 339	6,050	0.1389
LOT 340	6,000	0.1377
LOT 341	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 342	6,000	0.1377
LOT 343	6,000	0.1377
LOT 344	6,000	0.1377
LOT 345	6,000	0.1377
LOT 346	6,000	0.1377
LOT 347	6,550	0.1504
LOT 348	6,000	0.1377
LOT 349	6,000	0.1377
LOT 350	6,550	0.1504
LOT 351	6,885	0.1581
LOT 352	6,018	0.1381

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 353	6,018	0.1381
LOT 354	6,018	0.1381
LOT 355	6,018	0.1381
LOT 356	6,017	0.1381
LOT 357	6,017	0.1381
LOT 358	6,050	0.1389
LOT 359	6,840	0.1570
LOT 360	6,881	0.1580
LOT 361	5,400	0.1240
LOT 362	5,400	0.1240
LOT 363	5,625	0.1291



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 15 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 364	5,625	0.1291
LOT 365	5,400	0.1240
LOT 366	5,400	0.1240
LOT 367	5,353	0.1229
LOT 368	5,175	0.1188
LOT 369	5,175	0.1188
LOT 370	5,175	0.1188
LOT 371	5,175	0.1188
LOT 372	5,175	0.1188
LOT 373	5,175	0.1188
LOT 374	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 375	5,175	0.1188
LOT 376	5,130	0.1178
LOT 377	5,175	0.1188
LOT 378	5,175	0.1188
LOT 379	5,175	0.1188
LOT 380	5,175	0.1188
LOT 381	5,175	0.1188
LOT 382	5,175	0.1188
LOT 383	5,175	0.1188
LOT 384	5,175	0.1188
LOT 385	5,418	0.1244

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 386	5,860	0.1345
LOT 387	5,860	0.1345
LOT 388	5,305	0.1218
LOT 389	5,188	0.1191
LOT 390	5,216	0.1197
LOT 391	5,352	0.1229
LOT 392	5,400	0.1240
LOT 393	5,400	0.1240
LOT 394	5,400	0.1240
LOT 395	6,223	0.1429
LOT 396	6,262	0.1438



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 16 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 397	6,199	0.1423
LOT 398	6,468	0.1485
LOT 399	5,785	0.1328
LOT 400	5,217	0.1198
LOT 401	5,217	0.1198
LOT 402	5,217	0.1198
LOT 403	5,217	0.1198
LOT 404	5,217	0.1198
LOT 405	5,746	0.1319
LOT 406	6,559	0.1506
LOT 407	6,259	0.1437

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 408	6,614	0.1518
LOT 409	6,914	0.1587
LOT 410	6,539	0.1501
LOT 411	7,117	0.1634
LOT 412	6,616	0.1519
LOT 413	6,160	0.1414
LOT 414	7,050	0.1618
LOT 415	8,555	0.1964
LOT 416	5,157	0.1184
LOT 417	5,199	0.1194
LOT 418	5,210	0.1196

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 419	5,220	0.1198
LOT 420	5,220	0.1198
LOT 421	5,220	0.1198
LOT 422	5,220	0.1198
LOT 423	5,220	0.1198
LOT 424	5,220	0.1198
LOT 425	5,622	0.1291
LOT 426	6,075	0.1395
LOT 427	6,245	0.1434
LOT 428	6,226	0.1429
LOT 429	5,646	0.1296

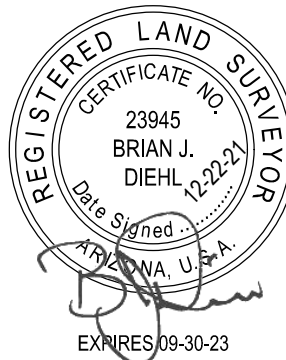


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 17 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 430	5,326	0.1223
LOT 431	5,326	0.1223
LOT 432	5,175	0.1188
LOT 433	5,175	0.1188
LOT 434	5,175	0.1188
LOT 435	5,175	0.1188
LOT 436	5,175	0.1188
LOT 437	5,175	0.1188
LOT 438	5,175	0.1188
LOT 439	5,175	0.1188
LOT 440	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 441	5,175	0.1188
LOT 442	5,175	0.1188
LOT 443	5,175	0.1188
LOT 444	5,175	0.1188
LOT 445	5,125	0.1177
LOT 446	5,175	0.1188
LOT 447	5,164	0.1185
LOT 448	5,804	0.1332
LOT 449	10,997	0.2525
LOT 450	7,975	0.1831
LOT 451	6,236	0.1432

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 452	5,400	0.1240
LOT 453	5,400	0.1240
LOT 454	5,350	0.1228
LOT 455	7,250	0.1664
LOT 456	6,521	0.1497
LOT 457	5,889	0.1352
LOT 458	5,886	0.1351
LOT 459	6,529	0.1499
LOT 460	7,205	0.1654
LOT 461	5,350	0.1228
LOT 462	5,400	0.1240



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 18 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 463	5,400	0.1240
LOT 464	5,400	0.1240
LOT 465	5,400	0.1240
LOT 466	5,350	0.1228
LOT 467	7,205	0.1654
LOT 468	6,404	0.1470
LOT 469	5,946	0.1365
LOT 470	5,910	0.1357
LOT 471	6,395	0.1468
LOT 472	7,250	0.1664
LOT 473	5,350	0.1228

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 474	5,400	0.1240
LOT 475	5,400	0.1240
LOT 476	5,995	0.1376
LOT 477	6,515	0.1496
LOT 478	8,558	0.1965
LOT 479	6,676	0.1533
LOT 480	11,208	0.2573
LOT 481	6,569	0.1508
LOT 482	6,941	0.1593
LOT 483	5,350	0.1228
LOT 484	5,400	0.1240

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 485	5,400	0.1240
LOT 486	5,909	0.1357

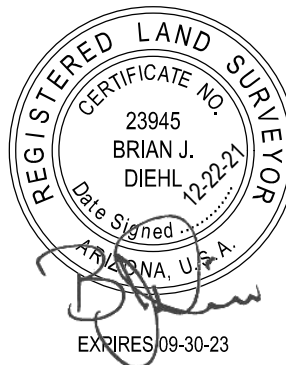


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 19 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	95,696	2.1969
TRACT AA	1,008	0.0231
TRACT AAA	1,220	0.0280
TRACT B	20,400	0.4683
TRACT BB	2,300	0.0528
TRACT BBB	1,540	0.0354
TRACT C	2,300	0.0528
TRACT CC	1,192	0.0274
TRACT CCC	34,308	0.7876
TRACT D	2,300	0.0528
TRACT DD	1,084	0.0249

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT DDD	825,755	18.9567
TRACT E	2,300	0.0528
TRACT EE	2,110	0.0484
TRACT EEE	385,214	8.8433
TRACT F	2,250	0.0517
TRACT FF	2,000	0.0459
TRACT FFF	69,320	1.5914
TRACT G	4,158	0.0955
TRACT GG	2,221	0.0510
TRACT H	1,974	0.0453
TRACT HH	2,110	0.0484

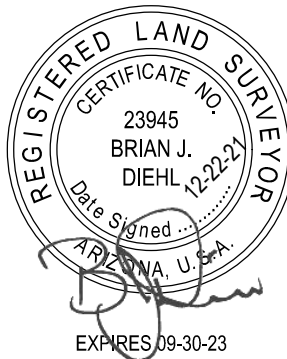


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 20 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT I	2,100	0.0482
TRACT II	1,050	0.0241
TRACT J	3,768	0.0865
TRACT JJ	109,152	2.5058
TRACT K	29,995	0.6886
TRACT KK	26,402	0.6061
TRACT L	2,300	0.0528
TRACT LL	6,183	0.1419
TRACT M	2,300	0.0528
TRACT MM	1,068	0.0245
TRACT N	2,250	0.0517

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT NN	1,004	0.0231
TRACT O	15,394	0.3534
TRACT OO	1,004	0.0231
TRACT P	150,669	3.4589
TRACT PP	40,955	0.9402
TRACT Q	18,580	0.4265
TRACT QQ	2,100	0.0482
TRACT R	2,300	0.0528
TRACT RR	2,200	0.0505
TRACT S	22,862	0.5248
TRACT SS	2,200	0.0505

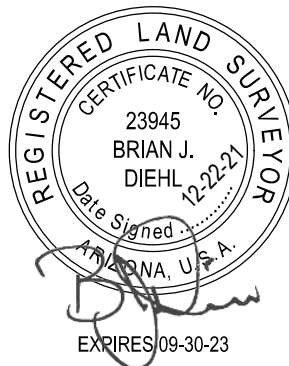


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 21 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT T	14,533	0.3336
TRACT TT	56,504	1.2971
TRACT U	1,050	0.0241
TRACT UU	13,814	0.3171
TRACT V	1,050	0.0241
TRACT VV	9,640	0.2213
TRACT W	1,050	0.0241
TRACT WW	1,050	0.0241
TRACT X	1,050	0.0241
TRACT XX	1,050	0.0241
TRACT Y	47,353	1.0871

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT YY	2,161	0.0496
TRACT Z	1,008	0.0231
TRACT ZZ	10,053	0.2308

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
OVERALL	7,014,036	161.0201
RIGHT-OF-WAY	1,640,444	37.6594

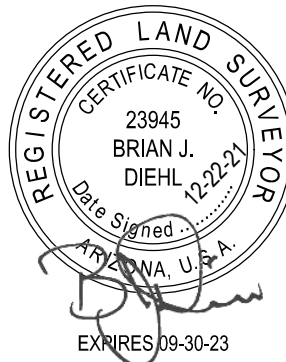


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 22 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF AVONDALE**

**Maintenance Improvement District No. 22
(Alamar Phase IV)**

To: Honorable Mayor and Council
City of Avondale, Arizona

Pursuant to ARIZ. REV. STAT. § 48-574(C), the undersigned property owners respectfully petition the Council of the City of Avondale, Arizona (the “City Council”) to order the formation of a Municipal Improvement District (the “District”) under ARIZ. REV. STAT. § 48-574, *et seq.* In support of this petition, the undersigned agree to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit A, attached hereto and incorporated herein by reference. The proposed District consists of ± 161.0979 acres and is entirely within the corporate boundaries of the City of Avondale.
2. Ownership. The undersigned is the sole owner of the real property within the proposed District.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways, and parkways within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - a. Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - b. All protest rights whatsoever under ARIZ. REV. STAT. §§ 48-579(A) and (B), as amended.
 - c. All objections to the filing of and adoption by the City of the plans and specifications, the Engineer’s estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit. The Engineer's Estimate of the costs and expenses of the improvements are attached as part of Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of _____, 2022.

"Property Owner"

BROOKFIELD LAKIN LLC,
a foreign limited liability company

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On, _____ 2022, before me personally appeared _____, the _____ of BROOKFIELD LAKIN LLC, a foreign limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Property Owner”

ALAMAR COMMUNITY ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On, _____ 2022, before me personally appeared _____, the
_____ of ALAMAR COMMUNITY ASSOCIATION, INC., an Arizona
nonprofit corporation, whose identity was proven to me on the basis of satisfactory evidence to be
the person who he/she claims to be, and acknowledged that he/she signed the above document on
behalf of the corporation.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Property Owner”

AG ESSENTIAL HOUSING MULTI STATE 2, LLC,
a foreign limited liability company

By: AG ESSENTIAL HOUSING COMPANY SPV 2, LLC
a Delaware limited liability company

Its: Member

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On, _____ 2022, before me personally appeared _____, the
_____ of AG ESSENTIAL HOUSING COMPANY SPV 2, LLC, a Delaware
limited liability company, the Member of AG ESSENTIAL HOUSING MULTI STATE 2, LLC,
a foreign limited liability company, whose identity was proven to me on the basis of satisfactory
evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above
document on behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Property Owner”

WOODSIDE HOME SALES AZ, LLC
a foreign limited liability company

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On, _____ 2022, before me personally appeared _____, the
_____ of WOODSIDE HOME SALES AZ, LLC, a foreign limited liability
company, whose identity was proven to me on the basis of satisfactory evidence to be the person
who he/she claims to be, and acknowledged that he/she signed the above document on behalf of
the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Property Owner”

CND-ALAMAR, LLC,
an Arizona limited liability company

By: DM WEEKLEY, INC.,
a foreign corporation
Its: Manager

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On, _____ 2022, before me personally appeared _____, the
_____ of DM WEEKLEY, INC., a foreign corporation, the Manager of CND-
ALAMAR, LLC, an Arizona limited liability company, whose identity was proven to me on the
basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that
he/she signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Property Owner”

BROOKFIELD HOLDINGS (ALAMAR) LLC,
a foreign limited liability company

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On, _____ 2022, before me personally appeared _____, the
_____ of BROOKFIELD HOLDINGS (ALAMAR) LLC, a foreign limited
liability company, whose identity was proven to me on the basis of satisfactory evidence to be the
person who he/she claims to be, and acknowledged that he/she signed the above document on
behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Property Owner”

MJBHM, LLC,
an Arizona limited liability company

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On, _____ 2022, before me personally appeared _____, the
_____ of MJBHM, LLC, an Arizona limited liability company, whose identity
was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be,
and acknowledged that he/she signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND APPROVED BY:

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Kenneth N. Weise, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

**EXHIBIT A
TO
PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF AVONDALE**

**Maintenance Improvement District No. 22
(Alamar Phase IV)**

[Assessment Diagram, Legal Description and Engineer's Estimate]

(See following pages.)

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised December 22, 2021
Revised February 22, 2021
December 15, 2020
WP# 174612.09
Page 1 of 22
See Exhibit "A"

LEGAL DESCRIPTION AND ASSESSMENT DIAGRAM
Maintenance Improvement District No. 22
Alamar Phase 4 and Alamar Phase 4 Replat

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:

BEGINNING at the northwest corner of said Section 26, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap flush, stamped RLS26411 T1N R1W S22 23 27 26, from which the west quarter corner of said Section 26, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, bears South 00°06'26" West (basis of bearing), a distance of 2594.90 feet;

THENCE along the west line of said Section 23, North 00°48'18" West, a distance of 57.08 feet;

THENCE leaving said west line, North 89°11'42" East, a distance of 50.00 feet;

THENCE South 45°30'19" East, a distance of 35.54 feet;

THENCE North 89°47'41" East, a distance of 1907.167 feet;

THENCE North 44°47'53" East, a distance of 28.33 feet;

THENCE North 89°49'25" East, a distance of 59.97 feet;

THENCE South 45°12'07" East, a distance of 28.28 feet;

THENCE North 89°47'41" East, a distance of 604.88 feet, to the beginning of a curve;

THENCE easterly along said curve to the left, having a radius of 510.00 feet, concave northerly, through a central angle of 32°55'08", a distance of 293.02 feet, to the curves end;

THENCE North 56°52'33" East, a distance of 433.90 feet, to the beginning of a curve;

THENCE easterly along said curve to the right, having a radius of 590.00 feet, concave southeasterly, through a central angle of 33°03'12", a distance of 340.36 feet, to the curves end;

THENCE North 89°55'45" East, a distance of 1841.35 feet, to the westerly right-of-way line of El Mirage Road per Alamar-Phase 2, recorded in Book 1537, page 35, Maricopa County Records (MCR);

THENCE along said westerly right-of-way line, South 01°10'37" East, a distance of 92.02 feet;

THENCE South 45°37'26" East, a distance of 42.83 feet;

THENCE South 01°10'37" East, a distance of 177.37 feet, to the beginning of a curve;

THENCE southerly along said curve to the left, having a radius of 1050.00 feet, concave easterly, through a central angle of 50°34'51", a distance of 926.94 feet, to a point of intersection with a non-tangent line;

THENCE South 05°39'16" East, a distance of 40.98 feet;

THENCE South 41°15'55" West, a distance of 877.54 feet, to the beginning of a curve;

THENCE southwesterly along said curve to the left, having a radius of 600.00 feet, concave southeasterly, through a central angle of 41°08'49", a distance of 430.89 feet, to the curves end;

THENCE South 00°07'07" West, a distance of 166.68 feet, to the southerly line of that certain Public Utility Easement, recorded in Document 2004-0091790, MCR;

**Legal Description
Alamar Phase 4 and Alamar Phase 4 Replat
Maintenance Improvement District No. 22**

Revised December 22, 2021
Revised February 22, 2021
December 15, 2020
WP# 174612.09
Page 2 of 22
See Exhibit "A"

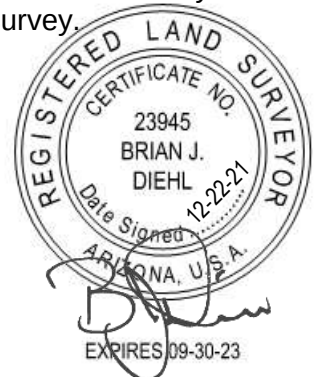
THENCE leaving said westerly right-of-way line, along said southerly line and the prolongation of said southerly line, North 63°16'05" West, a distance of 511.39 feet;
THENCE leaving said prolongation, North 41°12'26" East, a distance of 34.92 feet;
THENCE North 23°52'24" West, a distance of 137.58 feet;
THENCE North 89°10'16" West, a distance of 2092.51 feet;
THENCE North 00°06'28" East, a distance of 2.80 feet;
THENCE North 89°32'42" West, a distance of 774.82 feet, to a point of intersection with a non-tangent curve;
THENCE northeasterly along said non-tangent curve to the right, having a radius of 785.00 feet, concave easterly, whose radius bears South 87°12'00" East, through a central angle of 17°10'25", a distance of 235.29 feet, to the beginning of a compound curve;
THENCE northeasterly along said compound curve to the right, having a radius of 3010.00 feet, concave easterly, through a central angle of 1°06'11", a distance of 57.95 feet, to a point of intersection with a non-tangent line;
THENCE North 71°07'46" West, a distance of 80.00 feet, to the easterly line of that certain parcel of land recorded in Document 2007-0853115, MCR, and a point of intersection with a non-tangent curve;
THENCE along said easterly line, northerly along said non-tangent curve to the left, having a radius of 2930.00 feet, concave westerly, whose radius bears North 71°07'46" West, through a central angle of 19°04'08", a distance of 975.15 feet, to the curves end;
THENCE North 00°11'54" West, a distance of 125.93 feet;
THENCE North 45°11'54" West, a distance of 42.43 feet, to the northerly line of said certain parcel of land;
THENCE leaving said easterly line, along said northerly line, South 89°48'16" West, a distance of 1857.16 feet;
THENCE South 44°57'40" West, a distance of 56.71 feet;
THENCE leaving said northerly line, North 89°53'32" West, a distance of 65.00 feet, to the west line of said Section 26;
THENCE along said west line, North 00°06'28" East, a distance of 104.65 feet, to the **POINT OF BEGINNING**.

Containing 7,017,424 square feet or 161.0979 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 July, 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.

Y:\WP\Parcel Descriptions\2017\174612.09 Alamar Phase 4 & Alamar Phase 4 Replat MID L46R02 12-22-21.docx



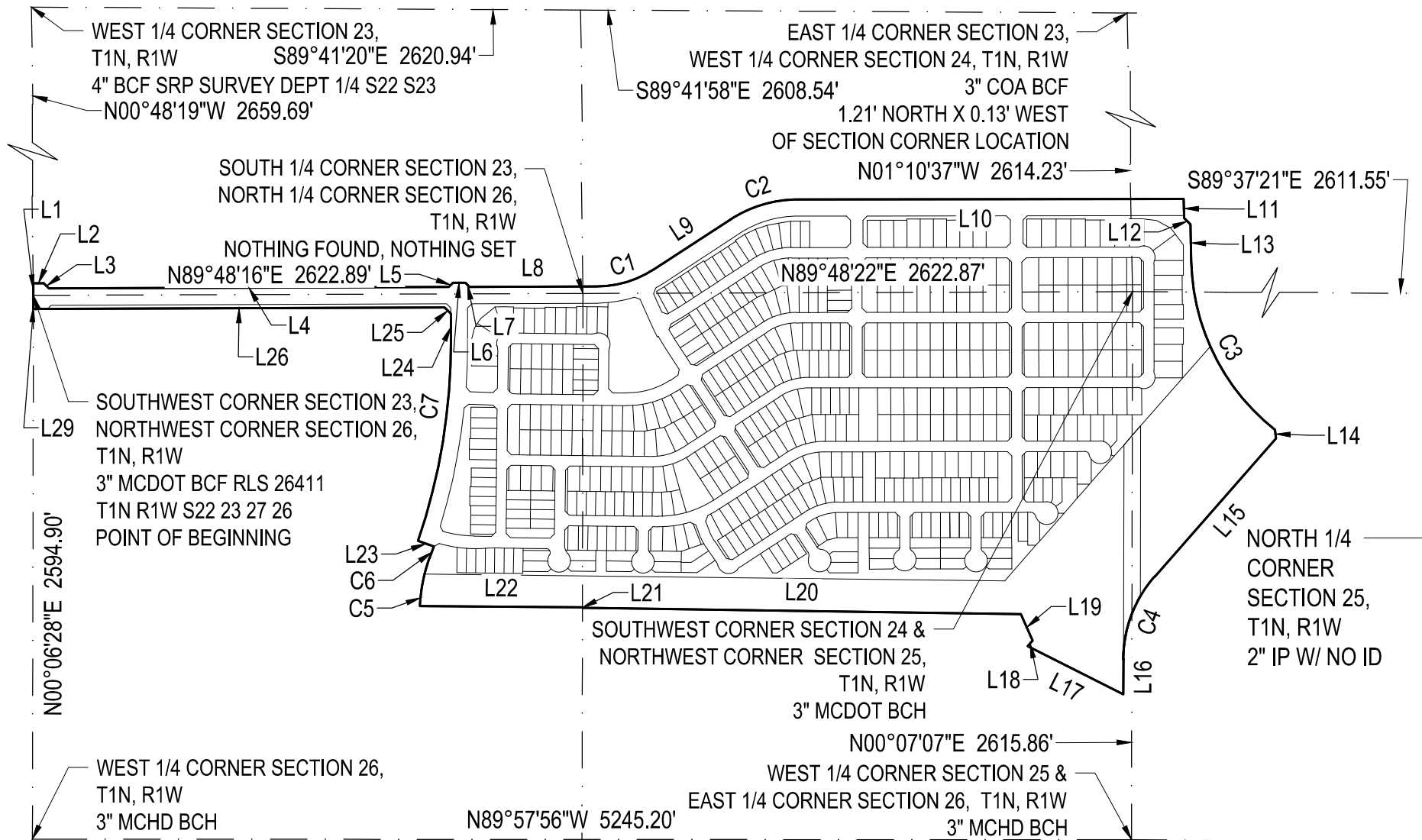


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 3 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°48'18"W	57.08'
L2	N89°11'42"E	50.00'
L3	S45°30'19"E	35.54'
L4	N89°47'41"E	1907.16'
L5	N44°47'53"E	28.33'
L6	N89°49'25"E	59.97'
L7	S45°12'07"E	28.28'
L8	N89°47'41"E	604.88'
L9	N56°52'33"E	433.90'
L10	N89°55'45"E	1841.35'
L11	S01°10'37"E	92.02'
L12	S45°37'26"E	42.83'
L13	S01°10'37"E	177.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	S05°39'16"E	40.98'
L15	S41°15'55"W	877.54'
L16	S00°07'07"W	166.68'
L17	N63°16'05"W	511.39'
L18	N41°12'26"E	34.92'
L19	N23°52'24"W	137.58'
L20	N89°10'16"W	2092.51'
L21	N00°06'28"E	2.80'
L22	N89°32'42"W	774.82'
L23	N71°07'46"W	80.00'
L24	N00°11'54"W	125.93'
L25	N45°11'54"W	42.43'
L26	S89°48'16"W	1962.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L29	N00°06'28"E	65.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	32°55'08"	510.00'	293.02'
C2	33°03'12"	590.00'	340.36'
C3	50°34'51"	1050.00'	926.94'
C4	41°08'49"	600.00'	430.89'
C5	17°10'25"	785.00'	235.29'
C6	1°06'11"	3010.00'	57.95'
C7	19°04'08"	2930.00'	975.15'

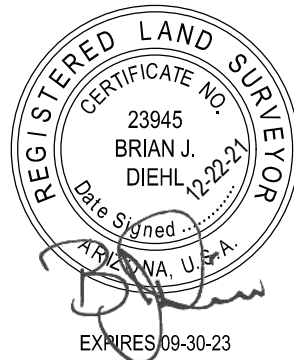


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 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 4 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	9,448	0.2169
LOT 2	9,450	0.2169
LOT 3	9,450	0.2169
LOT 4	9,450	0.2169
LOT 5	9,100	0.2089
LOT 6	9,100	0.2089
LOT 7	9,100	0.2089
LOT 8	9,353	0.2147
LOT 9	14,420	0.3310
LOT 10	12,824	0.2944
LOT 11	9,785	0.2246

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 12	9,450	0.2169
LOT 13	9,450	0.2169
LOT 14	9,800	0.2250
LOT 15	9,050	0.2078
LOT 16	9,100	0.2089
LOT 17	9,100	0.2089
LOT 18	9,100	0.2089
LOT 19	9,100	0.2089
LOT 20	9,100	0.2089
LOT 21	9,100	0.2089
LOT 22	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 23	9,100	0.2089
LOT 24	9,100	0.2089
LOT 25	9,100	0.2089
LOT 26	9,100	0.2089
LOT 27	9,100	0.2089
LOT 28	9,050	0.2078
LOT 29	11,200	0.2571
LOT 30	10,800	0.2479
LOT 31	10,702	0.2457
LOT 32	9,050	0.2078
LOT 33	9,100	0.2089

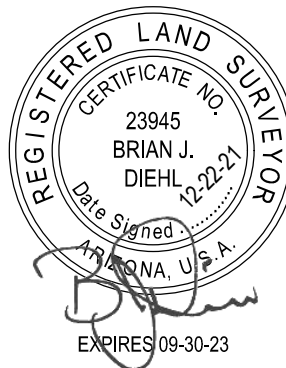


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 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 5 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 34	9,100	0.2089
LOT 35	9,100	0.2089
LOT 36	9,100	0.2089
LOT 37	9,100	0.2089
LOT 38	9,100	0.2089
LOT 39	9,050	0.2078
LOT 40	9,050	0.2078
LOT 41	9,100	0.2089
LOT 42	9,100	0.2089
LOT 43	9,100	0.2089
LOT 44	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 45	9,100	0.2089
LOT 46	9,100	0.2089
LOT 47	9,050	0.2078
LOT 48	9,066	0.2081
LOT 49	9,100	0.2089
LOT 50	9,100	0.2089
LOT 51	9,100	0.2089
LOT 52	9,100	0.2089
LOT 53	9,205	0.2113
LOT 54	9,100	0.2089
LOT 55	9,050	0.2078

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 56	7,825	0.1796
LOT 57	7,875	0.1808
LOT 58	7,875	0.1808
LOT 59	7,976	0.1831
LOT 60	7,875	0.1808
LOT 61	7,889	0.1811
LOT 62	8,728	0.2004
LOT 63	11,742	0.2696
LOT 64	10,173	0.2336
LOT 65	7,875	0.1808
LOT 66	7,875	0.1808

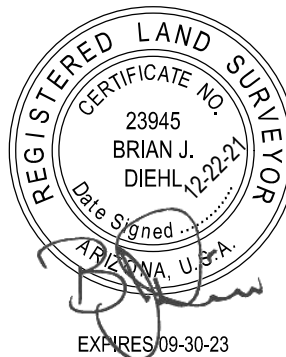


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 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 6 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 67	7,875	0.1808
LOT 68	7,825	0.1796
LOT 69	7,875	0.1808
LOT 70	7,875	0.1808
LOT 71	7,875	0.1808
LOT 72	7,875	0.1808
LOT 73	7,875	0.1808
LOT 74	7,875	0.1808
LOT 75	8,625	0.1980
LOT 76	8,625	0.1980
LOT 77	8,625	0.1980

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 78	8,033	0.1844
LOT 79	8,033	0.1844
LOT 80	8,033	0.1844
LOT 81	8,033	0.1844
LOT 82	8,033	0.1844
LOT 83	8,033	0.1844
LOT 84	8,033	0.1844
LOT 85	8,033	0.1844
LOT 86	8,033	0.1844
LOT 87	7,983	0.1833
LOT 88	7,982	0.1833

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 89	8,033	0.1844
LOT 90	8,032	0.1844
LOT 91	8,033	0.1844
LOT 92	8,033	0.1844
LOT 93	8,032	0.1844
LOT 94	8,032	0.1844
LOT 95	8,032	0.1844
LOT 96	8,032	0.1844
LOT 97	8,032	0.1844
LOT 98	8,140	0.1869
LOT 99	8,190	0.1880

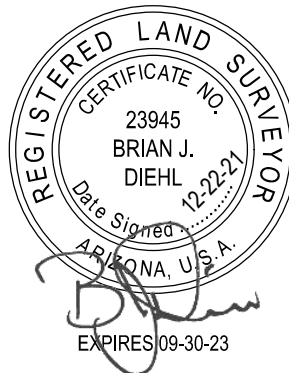


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 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 7 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 100	8,190	0.1880
LOT 101	8,190	0.1880
LOT 102	8,190	0.1880
LOT 103	8,190	0.1880
LOT 104	8,190	0.1880
LOT 105	8,190	0.1880
LOT 106	8,190	0.1880
LOT 107	8,190	0.1880
LOT 108	8,140	0.1869
LOT 109	8,140	0.1869
LOT 110	8,190	0.1880

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 111	8,190	0.1880
LOT 112	8,190	0.1880
LOT 113	8,190	0.1880
LOT 114	8,190	0.1880
LOT 115	8,190	0.1880
LOT 116	8,190	0.1880
LOT 117	8,190	0.1880
LOT 118	8,190	0.1880
LOT 119	8,140	0.1869
LOT 120	8,190	0.1880
LOT 121	8,190	0.1880

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 122	8,190	0.1880
LOT 123	8,190	0.1880
LOT 124	8,190	0.1880
LOT 125	8,190	0.1880
LOT 126	8,190	0.1880
LOT 127	8,190	0.1880
LOT 128	8,190	0.1880
LOT 129	8,140	0.1869
LOT 130	8,140	0.1869
LOT 131	8,190	0.1880
LOT 132	8,190	0.1880

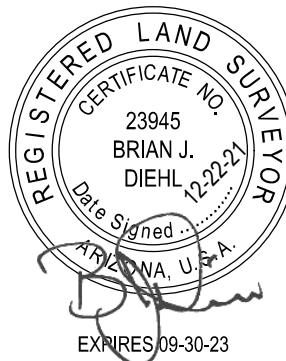


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 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 8 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 133	8,190	0.1880
LOT 134	8,190	0.1880
LOT 135	8,190	0.1880
LOT 136	8,190	0.1880
LOT 137	8,190	0.1880
LOT 138	8,190	0.1880
LOT 139	8,190	0.1880
LOT 140	8,190	0.1880
LOT 141	8,190	0.1880
LOT 142	8,190	0.1880
LOT 143	8,505	0.1952

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 144	8,505	0.1952
LOT 145	8,505	0.1952
LOT 146	8,190	0.1880
LOT 147	8,190	0.1880
LOT 148	8,190	0.1880
LOT 149	5,662	0.1300
LOT 150	5,734	0.1316
LOT 151	6,136	0.1409
LOT 152	5,993	0.1376
LOT 153	5,993	0.1376
LOT 154	5,993	0.1376

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 155	5,788	0.1329
LOT 156	5,176	0.1188
LOT 157	5,176	0.1188
LOT 158	5,176	0.1188
LOT 159	5,176	0.1188
LOT 160	5,401	0.1240
LOT 161	5,401	0.1240
LOT 162	5,401	0.1240
LOT 163	5,401	0.1240
LOT 164	5,452	0.1252
LOT 165	5,804	0.1332



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 9 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 166	6,602	0.1516
LOT 167	6,293	0.1445
LOT 168	6,663	0.1530
LOT 169	6,243	0.1433
LOT 170	5,175	0.1188
LOT 171	5,175	0.1188
LOT 172	5,175	0.1188
LOT 173	5,175	0.1188
LOT 174	5,175	0.1188
LOT 175	5,175	0.1188
LOT 176	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 177	5,320	0.1221
LOT 178	5,908	0.1356
LOT 179	6,956	0.1597
LOT 180	7,001	0.1607
LOT 181	6,152	0.1412
LOT 182	5,850	0.1343
LOT 183	5,850	0.1343
LOT 184	5,850	0.1343
LOT 185	5,509	0.1265
LOT 186	5,559	0.1276
LOT 187	5,559	0.1276

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 188	5,559	0.1276
LOT 189	5,509	0.1265
LOT 190	5,850	0.1343
LOT 191	5,850	0.1343
LOT 192	5,850	0.1343
LOT 193	6,633	0.1523
LOT 194	6,786	0.1558
LOT 195	6,205	0.1424
LOT 196	6,130	0.1407
LOT 197	5,559	0.1276
LOT 198	5,405	0.1241

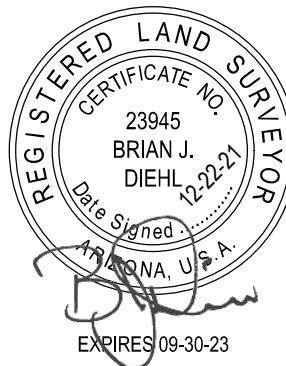


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 10 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 199	5,405	0.1241
LOT 200	5,405	0.1241
LOT 201	5,405	0.1241
LOT 202	5,409	0.1242
LOT 203	5,373	0.1233
LOT 204	5,422	0.1245
LOT 205	5,423	0.1245
LOT 206	5,422	0.1245
LOT 207	5,422	0.1245
LOT 208	5,423	0.1245
LOT 209	5,423	0.1245

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 210	5,423	0.1245
LOT 211	6,391	0.1467
LOT 212	7,450	0.1710
LOT 213	6,481	0.1488
LOT 214	5,850	0.1343
LOT 215	5,850	0.1343
LOT 216	5,850	0.1343
LOT 217	5,850	0.1343
LOT 218	5,800	0.1331
LOT 219	6,450	0.1481
LOT 220	6,500	0.1492

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 221	6,228	0.1430
LOT 222	5,850	0.1343
LOT 223	6,695	0.1537
LOT 224	6,941	0.1593
LOT 225	6,696	0.1537
LOT 226	6,223	0.1428
LOT 227	5,531	0.1270
LOT 228	5,422	0.1245
LOT 229	5,423	0.1245
LOT 230	5,423	0.1245
LOT 231	5,422	0.1245

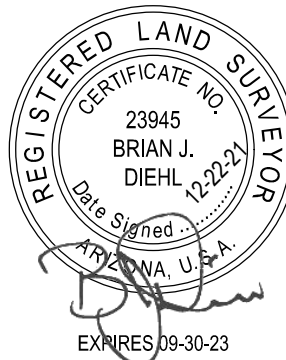


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 11 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 232	5,373	0.1233
LOT 233	5,260	0.1208
LOT 234	5,310	0.1219
LOT 235	5,310	0.1219
LOT 236	5,310	0.1219
LOT 237	5,310	0.1219
LOT 238	5,879	0.1350
LOT 239	7,615	0.1748
LOT 240	7,057	0.1620
LOT 241	5,715	0.1312
LOT 242	5,715	0.1312

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 243	5,715	0.1312
LOT 244	5,715	0.1312
LOT 245	5,715	0.1312
LOT 246	6,524	0.1498
LOT 247	6,010	0.1380
LOT 248	6,000	0.1377
LOT 249	6,000	0.1377
LOT 250	6,000	0.1377
LOT 251	6,000	0.1377
LOT 252	6,000	0.1377
LOT 253	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 254	6,000	0.1377
LOT 255	7,240	0.1662
LOT 256	7,816	0.1794
LOT 257	6,568	0.1508
LOT 258	6,082	0.1396
LOT 259	6,082	0.1396
LOT 260	6,082	0.1396
LOT 261	7,556	0.1735
LOT 262	6,400	0.1469
LOT 263	6,400	0.1469
LOT 264	7,154	0.1642



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 12 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 265	7,253	0.1665
LOT 266	7,219	0.1657
LOT 267	7,026	0.1613
LOT 268	6,247	0.1434
LOT 269	6,150	0.1412
LOT 270	6,100	0.1400
LOT 271	6,100	0.1400
LOT 272	6,025	0.1383
LOT 273	6,025	0.1383
LOT 274	6,025	0.1383
LOT 275	6,100	0.1400

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 276	6,025	0.1383
LOT 277	6,025	0.1383
LOT 278	6,025	0.1383
LOT 279	6,305	0.1447
LOT 280	6,360	0.1460
LOT 281	6,674	0.1532
LOT 282	7,627	0.1751
LOT 283	8,809	0.2022
LOT 284	7,090	0.1628
LOT 285	6,360	0.1460
LOT 286	6,360	0.1460

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 287	6,000	0.1377
LOT 288	6,000	0.1377
LOT 289	6,050	0.1389
LOT 290	6,050	0.1389
LOT 291	6,385	0.1466
LOT 292	6,847	0.1572
LOT 293	6,972	0.1600
LOT 294	7,027	0.1613
LOT 295	6,716	0.1542
LOT 296	6,494	0.1491
LOT 297	6,055	0.1390



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 13 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 298	6,502	0.1493
LOT 299	6,458	0.1483
LOT 300	6,500	0.1492
LOT 301	6,250	0.1435
LOT 302	6,250	0.1435
LOT 303	6,250	0.1435
LOT 304	6,000	0.1377
LOT 305	6,000	0.1377
LOT 306	6,010	0.1380
LOT 307	8,049	0.1848
LOT 308	9,153	0.2101

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 309	9,038	0.2075
LOT 310	6,391	0.1467
LOT 311	6,250	0.1435
LOT 312	6,010	0.1380
LOT 313	6,000	0.1377
LOT 314	6,000	0.1377
LOT 315	6,000	0.1377
LOT 316	6,000	0.1377
LOT 317	6,000	0.1377
LOT 318	6,000	0.1377
LOT 319	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 320	6,000	0.1377
LOT 321	6,000	0.1377
LOT 322	6,000	0.1377
LOT 323	6,000	0.1377
LOT 324	6,000	0.1377
LOT 325	6,000	0.1377
LOT 326	6,000	0.1377
LOT 327	6,010	0.1380
LOT 328	6,211	0.1426
LOT 329	6,250	0.1435
LOT 330	6,250	0.1435

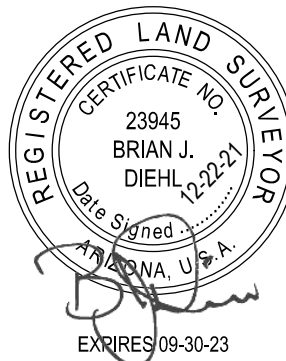


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 14 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 331	6,500	0.1492
LOT 332	6,500	0.1492
LOT 333	6,050	0.1389
LOT 334	6,050	0.1389
LOT 335	6,050	0.1389
LOT 336	6,050	0.1389
LOT 337	6,050	0.1389
LOT 338	6,050	0.1389
LOT 339	6,050	0.1389
LOT 340	6,000	0.1377
LOT 341	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 342	6,000	0.1377
LOT 343	6,000	0.1377
LOT 344	6,000	0.1377
LOT 345	6,000	0.1377
LOT 346	6,000	0.1377
LOT 347	6,550	0.1504
LOT 348	6,000	0.1377
LOT 349	6,000	0.1377
LOT 350	6,550	0.1504
LOT 351	6,885	0.1581
LOT 352	6,018	0.1381

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 353	6,018	0.1381
LOT 354	6,018	0.1381
LOT 355	6,018	0.1381
LOT 356	6,017	0.1381
LOT 357	6,017	0.1381
LOT 358	6,050	0.1389
LOT 359	6,840	0.1570
LOT 360	6,881	0.1580
LOT 361	5,400	0.1240
LOT 362	5,400	0.1240
LOT 363	5,625	0.1291



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 15 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 364	5,625	0.1291
LOT 365	5,400	0.1240
LOT 366	5,400	0.1240
LOT 367	5,353	0.1229
LOT 368	5,175	0.1188
LOT 369	5,175	0.1188
LOT 370	5,175	0.1188
LOT 371	5,175	0.1188
LOT 372	5,175	0.1188
LOT 373	5,175	0.1188
LOT 374	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 375	5,175	0.1188
LOT 376	5,130	0.1178
LOT 377	5,175	0.1188
LOT 378	5,175	0.1188
LOT 379	5,175	0.1188
LOT 380	5,175	0.1188
LOT 381	5,175	0.1188
LOT 382	5,175	0.1188
LOT 383	5,175	0.1188
LOT 384	5,175	0.1188
LOT 385	5,418	0.1244

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 386	5,860	0.1345
LOT 387	5,860	0.1345
LOT 388	5,305	0.1218
LOT 389	5,188	0.1191
LOT 390	5,216	0.1197
LOT 391	5,352	0.1229
LOT 392	5,400	0.1240
LOT 393	5,400	0.1240
LOT 394	5,400	0.1240
LOT 395	6,223	0.1429
LOT 396	6,262	0.1438

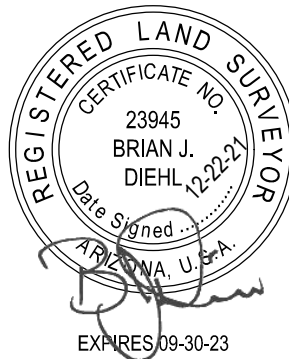


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 16 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 397	6,199	0.1423
LOT 398	6,468	0.1485
LOT 399	5,785	0.1328
LOT 400	5,217	0.1198
LOT 401	5,217	0.1198
LOT 402	5,217	0.1198
LOT 403	5,217	0.1198
LOT 404	5,217	0.1198
LOT 405	5,746	0.1319
LOT 406	6,559	0.1506
LOT 407	6,259	0.1437

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 408	6,614	0.1518
LOT 409	6,914	0.1587
LOT 410	6,539	0.1501
LOT 411	7,117	0.1634
LOT 412	6,616	0.1519
LOT 413	6,160	0.1414
LOT 414	7,050	0.1618
LOT 415	8,555	0.1964
LOT 416	5,157	0.1184
LOT 417	5,199	0.1194
LOT 418	5,210	0.1196

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 419	5,220	0.1198
LOT 420	5,220	0.1198
LOT 421	5,220	0.1198
LOT 422	5,220	0.1198
LOT 423	5,220	0.1198
LOT 424	5,220	0.1198
LOT 425	5,622	0.1291
LOT 426	6,075	0.1395
LOT 427	6,245	0.1434
LOT 428	6,226	0.1429
LOT 429	5,646	0.1296

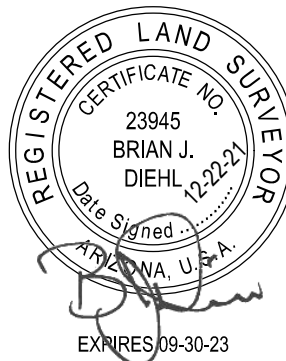


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 17 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 430	5,326	0.1223
LOT 431	5,326	0.1223
LOT 432	5,175	0.1188
LOT 433	5,175	0.1188
LOT 434	5,175	0.1188
LOT 435	5,175	0.1188
LOT 436	5,175	0.1188
LOT 437	5,175	0.1188
LOT 438	5,175	0.1188
LOT 439	5,175	0.1188
LOT 440	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 441	5,175	0.1188
LOT 442	5,175	0.1188
LOT 443	5,175	0.1188
LOT 444	5,175	0.1188
LOT 445	5,125	0.1177
LOT 446	5,175	0.1188
LOT 447	5,164	0.1185
LOT 448	5,804	0.1332
LOT 449	10,997	0.2525
LOT 450	7,975	0.1831
LOT 451	6,236	0.1432

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 452	5,400	0.1240
LOT 453	5,400	0.1240
LOT 454	5,350	0.1228
LOT 455	7,250	0.1664
LOT 456	6,521	0.1497
LOT 457	5,889	0.1352
LOT 458	5,886	0.1351
LOT 459	6,529	0.1499
LOT 460	7,205	0.1654
LOT 461	5,350	0.1228
LOT 462	5,400	0.1240



EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 18 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 463	5,400	0.1240
LOT 464	5,400	0.1240
LOT 465	5,400	0.1240
LOT 466	5,350	0.1228
LOT 467	7,205	0.1654
LOT 468	6,404	0.1470
LOT 469	5,946	0.1365
LOT 470	5,910	0.1357
LOT 471	6,395	0.1468
LOT 472	7,250	0.1664
LOT 473	5,350	0.1228

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 474	5,400	0.1240
LOT 475	5,400	0.1240
LOT 476	5,995	0.1376
LOT 477	6,515	0.1496
LOT 478	8,558	0.1965
LOT 479	6,676	0.1533
LOT 480	11,208	0.2573
LOT 481	6,569	0.1508
LOT 482	6,941	0.1593
LOT 483	5,350	0.1228
LOT 484	5,400	0.1240

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 485	5,400	0.1240
LOT 486	5,909	0.1357

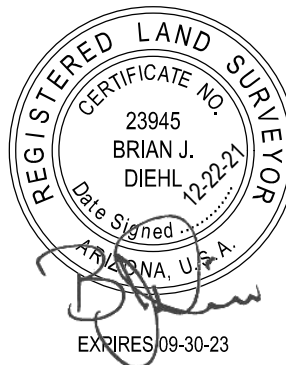


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 19 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	95,696	2.1969
TRACT AA	1,008	0.0231
TRACT AAA	1,220	0.0280
TRACT B	20,400	0.4683
TRACT BB	2,300	0.0528
TRACT BBB	1,540	0.0354
TRACT C	2,300	0.0528
TRACT CC	1,192	0.0274
TRACT CCC	34,308	0.7876
TRACT D	2,300	0.0528
TRACT DD	1,084	0.0249

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT DDD	825,755	18.9567
TRACT E	2,300	0.0528
TRACT EE	2,110	0.0484
TRACT EEE	385,214	8.8433
TRACT F	2,250	0.0517
TRACT FF	2,000	0.0459
TRACT FFF	69,320	1.5914
TRACT G	4,158	0.0955
TRACT GG	2,221	0.0510
TRACT H	1,974	0.0453
TRACT HH	2,110	0.0484

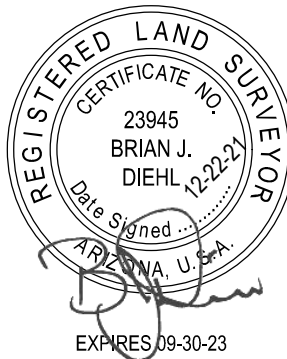


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 20 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT I	2,100	0.0482
TRACT II	1,050	0.0241
TRACT J	3,768	0.0865
TRACT JJ	109,152	2.5058
TRACT K	29,995	0.6886
TRACT KK	26,402	0.6061
TRACT L	2,300	0.0528
TRACT LL	6,183	0.1419
TRACT M	2,300	0.0528
TRACT MM	1,068	0.0245
TRACT N	2,250	0.0517

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT NN	1,004	0.0231
TRACT O	15,394	0.3534
TRACT OO	1,004	0.0231
TRACT P	150,669	3.4589
TRACT PP	40,955	0.9402
TRACT Q	18,580	0.4265
TRACT QQ	2,100	0.0482
TRACT R	2,300	0.0528
TRACT RR	2,200	0.0505
TRACT S	22,862	0.5248
TRACT SS	2,200	0.0505

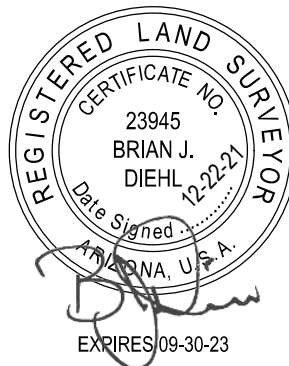


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
 MAINTENANCE IMPROVEMENT DISTRICT
 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 21 OF 22
 NOT TO SCALE
 Z:\2017\174612\Survey\Legal\4612-L46R02.dwg

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT T	14,533	0.3336
TRACT TT	56,504	1.2971
TRACT U	1,050	0.0241
TRACT UU	13,814	0.3171
TRACT V	1,050	0.0241
TRACT VV	9,640	0.2213
TRACT W	1,050	0.0241
TRACT WW	1,050	0.0241
TRACT X	1,050	0.0241
TRACT XX	1,050	0.0241
TRACT Y	47,353	1.0871

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT YY	2,161	0.0496
TRACT Z	1,008	0.0231
TRACT ZZ	10,053	0.2308

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
OVERALL	7,014,036	161.0201
RIGHT-OF-WAY	1,640,444	37.6594

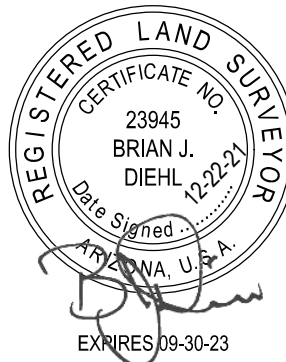


EXHIBIT "A"
 ALAMAR PHASE 4 AND ALAMAR PHASE 4 REPLAT
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 NO. 22 ASSESSMENT DIAGRAM
 REVISED 12/22/2021
 WP# 174612.09
 PAGE 22 OF 22
 NOT TO SCALE
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CITY OF AVONDALE

MAINTENANCE IMPROVEMENT DISTRICT NO. 22

“Alamar – Phase 4” Tracts B through O, Q Through Z, AA through ZZ and BBB through EEE

“Alamar – Phase 4 Replat” Tracts A, P, AAA and FFF

ENGINEER’S ESTIMATE

In compliance with the provisions of A.R.S. Title 48, Chapter 4, Article 2, Section §48-574, and all amendments and supplements thereto, we hereby estimate the costs and expenses of said improvement to be as follows:

Alamar Phase 4 AREA

- Right-of-Way: 37.66 Acres
- Tract Area: 41.83 Acres

Alamar Phase 4 Replat AREA

- Right-of-Way: 1.11 Acres
- Tract Area: 7.28 Acres

Total AREA

- Right-of-Way: 38.77 Acres
- Tract Area: 49.11 Acres

ANNUAL MAINTENANCE FEE

- Right of Way
 $38.77 \text{ Acres} \times \$2,000/\text{Acre} = \$77,540$
- Tract Area
 $49.11 \text{ Acres} \times \$10,500/\text{Acre} = \underline{\$515,655}$
 $\$593,195$

ANNUAL ADMINISTRATIVE FEE

$(\$593,195) \times 5\% = \$29,659.75$

TOTAL ANNUAL COST

$\$593,195.00 + \$29,659.75 = \$622,854.75$

TOTAL COST PER MONTH

\$622,854.75 ÷ 12 months = \$51,904.56

Dated: December 8, 2021

CITY OF AVONDALE
DEVELOPMENT & ENGINEERING SERVICES
ENGINEERING DIVISION

By: Kevin Murphy, P.E.
City Engineer

CITY COUNCIL REPORT

SUBJECT: Ordinance 2006-0222 - Abandonment of a Water Line Easement - Dutch Bros

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will promote the development of Dutch Bros. located in The BLVD.

PURPOSE:

City Council will consider a request to adopt Ordinance 2006-0222, authorizing the abandonment of a public water line easement on Dutch Bros. property located at the southwest corner of 114th Avenue and Dale Earnhardt Drive and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The water line easement was dedicated to the City of Avondale through the Replat of Lot 3, Avondale City Center as recorded in Book 1507 Page 26 in the Maricopa County Recorder's Office. The water line easement is on a parcel of land that was owned by the City. The parcel was sold to Avondale Pad Holdings, LLC, on December 13, 2021.

DISCUSSION:

The developer of Dutch Bros, Avondale Pad Holdings, LLC, has requested that the water line easement on their property be abandoned. Staff has reviewed the request and has decided the water line within the easement serves no useful purpose to the City and the easement can be abandoned. Once the easement is abandoned, the water line will become a private line. Dutch Bros will use this water line for their building's fire protection system.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 2006-0222 authorizing the abandonment of a public water line easement on Dutch Bros property located at the southwest corner of 114th Avenue and Dale Earnhardt Drive and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents.

Contact person for document distribution: Mark Ivanich



PUBLIC WATERLINE EASEMENT TO BE ABANDONED



ORDINANCE NO. 2006-0222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, PROVIDING FOR THE ABANDONMENT OF A WATER LINE EASEMENT GENERALLY LOCATED SOUTH OF DALE EARNHARDT DRIVE AND WEST OF 114TH AVENUE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to dispose of its acquired property as the City’s interests may require; and

WHEREAS, a water line easement was dedicated for public use by plat entitled “Replat of Lot 3, Avondale City Center” recorded at Document No. 2020-0100954 Book 1507 Page 26 in the Office of the Maricopa County Recorder on February 5, 2020 (the “Easement”); and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that the Easement is no longer needed and therefore, it is necessary and appropriate to abandon said easement.

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 Easement, as more particularly described and depicted in Exhibit A, and Exhibit B attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary for use as a public water line easement and is hereby abandoned to the surrounding privately-owned parcel, Maricopa County Assessor Parcel No. 102-57-261.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, all right and title in the Easement shall be forever extinguished and all right and title to the real property described therein shall vest in the owner of Maricopa County Assessor Parcel No. 102-57-261.

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 Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 7, 2022.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2006-0222

[Legal Description]

See following page.

EXHIBIT "A"
LEGAL DESCRIPTION FOR
PARCEL NO. 102-57-261
WATER EASEMENT ABANDONMENT

A PORTION OF PARCEL 1 AS SHOWN IN REPLAT OF LOT 3, AVONDALE CITY CENTER, RECORDED IN BOOK 1507, PAGE 26, MARICOPA COUNTY RECORDER'S OFFICE, (M.C.R.). SITUATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A BRASS CAP FLUSH MARKING THE INTERSECTION OF AVONDALE BOULEVARD AND DALE EARNHARDT DRIVE, BEARS (**BASIS OF BEARING**) SOUTH 00°02'14" EAST, A DISTANCE OF 784.91 FEET;

THENCE ALONG SAID WEST LINE OF SECTION 6, SOUTH 00°02'14" EAST, A DISTANCE OF 784.91 FEET TO A POINT MARKING THE INTERSECTION OF DALE EARNHARDT DRIVE;

THENCE ALONG THE CENTERLINE OF DALE EARNHARDT DRIVE, NORTH 89°03'28" EAST, A DISTANCE OF 302.36 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 00°00'00" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DALE EARNHARDT DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 00°02'47" EAST, A DISTANCE OF 149.82 FEET;

THENCE SOUTH 89°03'28" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°02'47" WEST, A DISTANCE OF 149.82 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE;

THENCE ALONG SAID LINE, NORTH 89°03'28" EAST, A DISTANCE OF 20.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 2,996 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Title: LEGAL DESCRIPTION

Project #: 09003113

Date: 10/27/2021

Scale: N/A

Page: 1 OF 2



EXHIBIT B
TO
ORDINANCE NO. 2006-0222

[Map of Water Line Easement]

See following page.

EXHIBIT "B"

LEGAL EXHIBIT FOR
PARCEL NO. 102-57-261
WATER EASEMENT ABANDONMENT



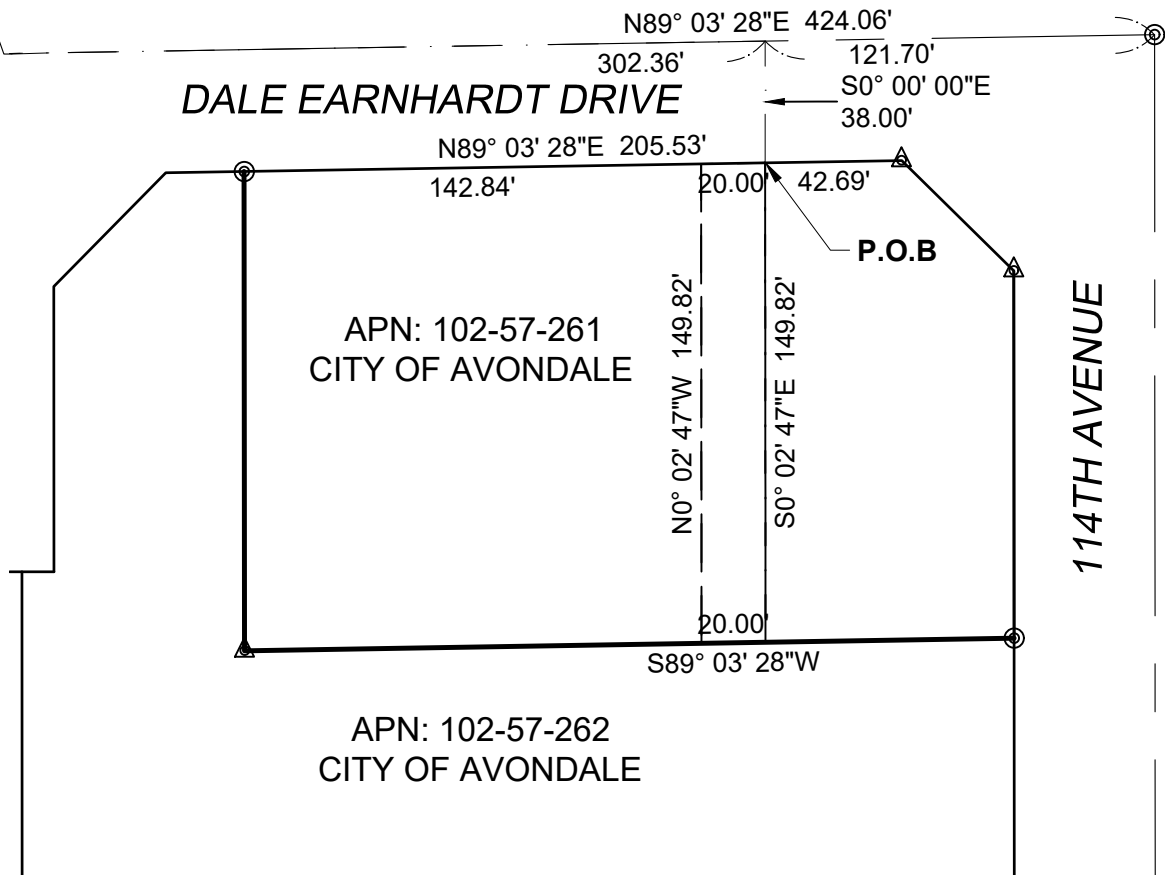
AVONDALE BOULEVARD

(BASIS OF BEARING)

S0° 02' 14"E 784.91'

P.O.C.

WEST QUARTER CORNER
SECTION 6 TOWNSHIP 1 NORTH
RANGE 1 EAST



Title: EXHIBIT

Project #: 09003113

Date: 10/27/2021

Scale: 1" = 60'

Page: 2 OF 2



CITY COUNCIL REPORT

SUBJECT: Alamar Phase 4 Re-Plat - Final Plat - Application PL-21-0311

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Development

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

PURPOSE:

City Council will consider a request by Mr. Frank Koo PE, Wood, Patel & Associates, Inc., for approval of a Final Plat - Alamar Phase 4 Replat to create 22 single-family residential lots, area tracts, and dedicates streets and easements on approximately 14 acres located at the southwest corner of El Mirage Road and Alamar Boulevard. The Council will take appropriate action.

BACKGROUND:

The 14.08 acre vacant property is zoned Alamar Planned Area Development (PAD).

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

North: Alamar PAD; Vacant Agriculture

South: Alamar PAD; Vacant Agriculture

East: Alamar PAD; Vacant Agriculture

West: Alamar PAD; Vacant Agriculture

SUMMARY OF REQUEST:

The applicant is requesting approval of a Re-Plat of a Final Plat. The proposed Final Plat dedicates public right-of-way (ROW) easements, as follows:

Collector Road – 0.14 acres

Local Roads – 1.113 acres

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat complies with all applicable City documents, including but not limited to, Alamar Planned Area Development, the Avondale Subdivision Regulations, Zoning Ordinance, General Plan 2030, and the General Engineering Requirements Manual.

- The proposed Final Plat conforms to the Preliminary Plat for Alamar Phase 4 including conditions of approval.
- Approval of the proposed Final Plat will dedicate right-of-way and easements necessary to serve the future development of the property.

DISCUSSION:

The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The proposed Final Plat is in conformance with the Alamar PAD Development Plan, including conditions of approval. The proposed Final Plat is in conformance with the approved Alamar Phase 4 Preliminary Plat, including conditions of approval. 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. Lastly, the City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for Alamar Phase 4 and Phase 4 Re-Plat as a separate agenda item.

BUDGET IMPACT:

No budget impacts at this time.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** Application PL-21-0311 Alamar Phase 4 RePlat Final Plat, subject to the following condition of approval:

1. The recorded Final Plat shall be in conformance with the Alamar Phase 4 RePlat Final Plat dated December 8, 2021.

PROPOSED MOTION:

I move that City Council **APPROVE** application PL-21-0311, subject to one (1) condition of approval as listed in the staff report.

Contact person for document distribution:

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

KNOW ALL MEN BY THESE PRESENTS:

THAT BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("BROOKFIELD"), LENNAR ARIZONA, INC. AN ARIZONA CORPORATION AND ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (THE ASSOCIATION), OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HAVE SUBMITTED UNDER THE NAME OF "ALAMAR - PHASE 4 REPLAT", A REPLAT OF LOTS 394 THROUGH 396 INCLUSIVE, PARCELS 1 THROUGH 5 INCLUSIVE, TRACT A, TRACT P AND TRACT AAA, ALAMAR - PHASE 4, RECORDED IN BOOK 1600, PAGE 48, MARICOPA COUNTY RECORDS (MCR) AND A PORTION OF SECTIONS 23, 24, 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ALAMAR - PHASE 4 REPLAT" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF ALL LOTS, EASEMENTS, TRACTS, AND STREETS CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER AND NAME GIVEN EACH RESPECTIVELY, AND THAT BROOKFIELD LAKIN, LLC, LENNAR ARIZONA, INC. AND THE ASSOCIATION, AS OWNERS, SUBJECT TO THE RESERVATION SET FORTH BELOW, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND ALL AREAS IDENTIFIED AS ROW OR RIGHT-OF-WAY.

AS CONTEMPLATED BY THE DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (LAKIN COMMUNITY FACILITIES DISTRICT) DATED AS OF OCTOBER 1, 2018, RECORDED IN INSTRUMENT NO. 2018-079912, AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "CFD AGREEMENT"), CERTAIN LANDSCAPING AND OTHER PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE FINANCED BY THE ALAMAR COMMUNITY FACILITIES DISTRICT (FORMERLY KNOWN AS THE LAKIN COMMUNITY FACILITIES DISTRICT) (THE "CFD") ARE TO BE CONSTRUCTED WITHIN THE DEDICATED RIGHT-OF-WAY, TRACTS AND EASEMENT AREAS DESIGNATED ON THIS PLAT (HEREINAFTER REFERRED TO COLLECTIVELY AS THE "DISTRICT IMPROVEMENTS" (EXCEPT AS PROVIDED IN THE NEXT PARAGRAPHS), OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY DEDICATE FEE TITLE TO ALL LAND LYING WITHIN ALL STREET AREAS IDENTIFIED HEREON, AND THE CITY HEREBY ACCEPTS SUCH DEDICATION AND CONVEYANCE FOR USE AS RIGHT-OF-WAY, BUT NOTWITHSTANDING THE ABOVE DEDICATIONS, NO DISTRICT IMPROVEMENTS NOW OR HEREAFTER LOCATED ON OR UNDER THE LAND THAT IS HEREBY BEING DEDICATED TO THE CITY SHALL BE DEEMED TO HAVE BEEN DEDICATED TO OR ACCEPTED BY THE CITY UNTIL CONVEYANCE AND ACCEPTANCE OF SUCH IMPROVEMENT BY THE CITY.

NOTWITHSTANDING THE FOREGOING, OWNERS HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 948-701, ARIZONA REVISED STATUTES, HAS BEEN OR ITS TO BE CONSTRUCTED, INCLUDING THE DISTRICT IMPROVEMENTS, EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED. SUCH INTEREST IS TO BE ACQUIRED BY THE CFD. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO THE CFD AGREEMENT). SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY THE CFD PURSUANT TO SUCH SUBSEQUENT DEVELOPMENT AGREEMENT AND NOVEMBER 1, 2065.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY GRANTS TO THE CITY, A PERMANENT NON-EXCLUSIVE EASEMENT OVER, ACROSS, UNDER AND UPON TRACTS A, C, D, P, AAA AND FFF AS DESIGNATED ON THIS PLAT FOR PURPOSES OF PUBLIC USE AND ENJOYMENT; PROVIDED THAT BROOKFIELD LAKIN, LLC, LENNAR ARIZONA, INC. AND THE ASSOCIATION HEREBY EXPRESSLY RESERVE FROM THE FOREGOING GRANT OF EASEMENT, TOGETHER WITH THE RIGHT TO TRANSFER THE SAME, THE RIGHT TO ENTER UPON USE AND IMPROVE SUCH TRACTS, INCLUDING THE RIGHT TO INSTALL, MAINTAIN, REPAIR AND REPLACE SUCH IMPROVEMENTS AS IT OR ITS ASSIGNEE MAY FROM TIME TO TIME DEEM NECESSARY OR DESIRABLE, SUBJECT TO ORDINARY APPROVALS BY THE CITY, WHICH ENTRY, USE AND/OR IMPROVEMENTS SHALL NOT BE INCONSISTENT WITH, AND SHALL NOT UNREASONABLY INTERFERE WITH, THE FOREGOING EASEMENT, AND (II) ALL PERSONS AND ENTITIES EXERCISING THE FOREGOING EASEMENT RIGHTS SHALL AVOID ANY DAMAGE TO SUCH TRACTS AND ANY IMPROVEMENTS LOCATED AT ANY TIME THEREON, AND THE FOREGOING EASEMENT IS GRANTED ON THE CONDITION THAT ALL PERSONS AND ENTITIES USING SUCH EASEMENT, OTHER THAN THE CITY AND THE CFD, SHALL HOLD THE CITY, THE CFD, BROOKFIELD LAKIN, LLC, LENNAR ARIZONA, INC. AND THE ASSOCIATION HARMLESS FOR, FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM THEIR EXERCISE OF THE FOREGOING EASEMENT RIGHTS.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY GRANTS TO THE CITY, A PERMANENT NON-EXCLUSIVE EASEMENT OVER, ACROSS, UNDER AND UPON TRACTS A, C, D, P, AAA AND FFF AS DESIGNATED ON THIS PLAT FOR PURPOSES OF MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS. THIS EASEMENT MAY BE EXERCISED BY THE CITY AT ANY TIME WHEN BROOKFIELD, THEIR SUCCESSORS OR ASSIGNEES, LENNAR ARIZONA, INC., THEIR SUCCESSORS OR ASSIGNS, OR THE ASSOCIATION FAIL TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND/OR RETENTION AREAS.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY DEDICATES TO THE CITY OF AVONDALE THE SEWER LINE EASEMENT FOR USE AS SUCH.

THE PUBLIC UTILITY EASEMENTS (PUE), SIDEWALK EASEMENTS (SWE) AND SIGHT VISIBILITY EASEMENTS (SVE) ARE PERPETUAL AND NON-EXCLUSIVE AND ARE DEDICATED TO THE CITY OF AVONDALE FOR USE AS SUCH.

THE VEHICULAR NON-ACCESS EASEMENTS (VNAE) ARE PERPETUAL AND DEDICATED HEREON.

IN WITNESS WHEREOF:

BROOKFIELD LAKIN, LLC, LENNAR ARIZONA, INC. AND ALAMAR COMMUNITY ASSOCIATION, INC. AS OWNERS OF THE LAND DESCRIBED HEREIN, HAVE CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

BY: BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

BY: LENNAR ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____

NAME: _____

TITLE: _____

BY: ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

FINAL PLAT ALAMAR - PHASE 4 REPLAT

A REPLAT OF LOTS 394 THROUGH 396 INCLUSIVE, PARCELS 1 THROUGH 5 INCLUSIVE, TRACT A, TRACT P AND TRACT AAA, ALAMAR - PHASE 4, RECORDED IN BOOK 1600, PAGE 48, MARICOPA COUNTY RECORDS (MCR) AND A PORTION OF SECTIONS 23, 24, 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER/DEVELOPER

BROOKFIELD LAKIN, LLC
14646 N. KIERLAND BOULEVARD, SUITE 165
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 902-7509
CONTACT: MR. ROGER THEIS

OWNER/DEVELOPER

LENNAR ARIZONA, INC.
165 W. ALAMEDA DR., SUITE 130
TEMPE, ARIZONA 85282
PHONE: (480) 273-0237
CONTACT: MR. CHRIS CLONTS

OWNER

ALAMAR COMMUNITY ASSOCIATION, INC.
14646 N. KIERLAND BOULEVARD, SUITE 165
SCOTTSDALE, ARIZONA 85254

ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: MR. FRANK KOO, P.E.

BASIS OF BEARING

BASIS OF BEARING IS N89°34'11"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, T1N, R1W, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

BENCHMARK

NATIONAL GEODETIC SURVEY CONTROL POINT H395, PID D10444, LOCATED AT THE NORTHWEST CORNER OF EL MIRAGE ROAD AND BROADWAY ROAD, HAVING AN ELEVATION OF 939.03', NAVD83 DATUM.

SHEET INDEX

- 1 - COVER SHEET
- 2 - KEY MAP, NOTES AND TABLES
- 3 - PLAN SHEETS

RATIFICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS FINAL PLAT OF "ALAMAR - PHASE 4 REPLAT", AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

THIS _____ DAY OF _____, 20____

ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY _____, THE _____

OF ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF LENNAR ARIZONA, INC., AN ARIZONA CORPORATION AND

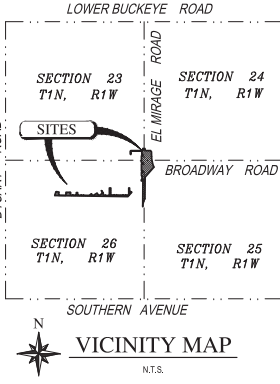
ACKNOWLEDGE THAT _____ AS _____

EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

EXPIRES _____



ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF BROOKFIELD LAKIN LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND

ACKNOWLEDGE THAT _____ AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

EXPIRES _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AND

ACKNOWLEDGE THAT _____ AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

EXPIRES _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

BEFORE ME THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED SELF

TO BE THE _____ OF ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AND

ACKNOWLEDGE THAT _____ AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC

EXPIRES _____

NOTES

- THE LAND DESCRIBED HEREIN IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COMMUNITY CHARTER FOR ALAMAR (THE "CHARTER") RECORDED AS INSTRUMENT NO. 2018-0884210, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER, THE ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (THE "COMMUNITY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF ALL PORTIONS OF THE "COMMUNITY" AS DEFINED IN THE CHARTER. ALL OWNERS OF LOTS SHALL BE MEMBERS OF THE COMMUNITY ASSOCIATION.
- TRACTS A, C, D, P, AAA AND FFF ARE IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY AND SHALL BE CONVEYED TO ALAMAR COMMUNITY ASSOCIATION, INC. AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY ALAMAR COMMUNITY ASSOCIATION, INC. AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.
- ALL LANDSCAPING WITHIN AND ADJACENT TO PUBLIC RIGHT-OF-WAY (INCLUDING MEDIANS) AND PUBLIC EASEMENTS IS TO BE MAINTAINED BY ALAMAR COMMUNITY ASSOCIATION, INC. PURSUANT TO A LANDSCAPE MAINTENANCE AGREEMENT TO BE ENTERED INTO WITH THE CITY AS CONTEMPLATED BY THE PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED MAY 21, 2018, RECORDED AS INSTRUMENT NO. 2018-0425102, M.C.R.
- CONSTRUCTION WITHIN UTILITY EASEMENT, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
- NO TREES ARE ALLOWED WITHIN SIGHT VISIBILITY TRIANGLE AREAS. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (NATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN SIGHT VISIBILITY TRIANGLE AREAS. TREE CANOPIES OVERHANGING THE SIGHT VISIBILITY TRIANGLE AREAS SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED, OR VEGETATION PLANTED OR ALLOWED TO GROW WITHIN ANY DRAINAGE TRACT THAT WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH SUCH DRAINAGE TRACT OR DRAINAGE IMPROVEMENTS OR, IF APPLICABLE, MATERIALLY REDUCE THE RETENTION CAPACITY OF ANY SUCH DRAINAGE TRACT OR DRAINAGE IMPROVEMENTS.
- EXISTING OVERHEAD UTILITIES LESS THAN 60KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH THE CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- ALL STORM DRAIN PIPES FROM THE CATCH BASIN TO THE RETENTION BASIN AND ALL RETENTION BASIN EQUALIZATION PIPES WITHIN THE RIGHT-OF-WAY SHALL BE MAINTAINED BY ALAMAR COMMUNITY ASSOCIATION, INC.

(NOTES CONTINUED ON SHEET 2)

ROW CLASSIFICATION		
STREET CLASSIFICATION	AREA SQUARE FEET	AREA ACRES
COLLECTOR	6,401	0.1470
LOCAL	48,494	1.1133

100- YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES. TRACT B IS PART OF AN ARIZONA DEPARTMENT OF WATER RESOURCES TURF RELATED FACILITY USING A TYPE I WATER RIGHT AND IS EXEMPT FROM THE CITY'S 100-YEAR ASSURED WATER SUPPLY.

APPROVALS & ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

THIS _____ DAY OF _____, 20____

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CERTIFICATION

I, BRIAN J. DIEHL, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF SEVEN (7) SHEETS REPRESENTS A SURVEY PERFORMED DURING THE MONTH OF AUGUST, 2021; THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS; AND IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Brian J. Diehl
BRIAN J. DIEHL
REGISTERED LAND SURVEYOR NUMBER 23945
WOODPATEL
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM



Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Surveying
Construction Management

602.335.8500

www.woodpatel.com

FINAL PLAT

ALAMAR - PHASE 4 REPLAT
A REPLAT OF LOTS 394 THROUGH 396 INCLUSIVE, PARCELS 1 THROUGH 5 INCLUSIVE, TRACT A, TRACT P AND TRACT AAA, ALAMAR - PHASE 4, RECORDED IN BOOK 1600, PAGE 48, MARICOPA COUNTY RECORDS (MCR) AND A PORTION OF SECTIONS 23, 24, 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



CHECKED BY: BJD

CAD TECHNICIAN: JKP

SCALE: NTS

DATE: 12/08/2021

JOB NUMBER: WPS 174612.09

SHEET: 1 OF 7

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	5°54'02"	785.00'	80.84'	S17°01'24"W	80.81'
C2	1°06'11"	3010.00'	57.95'	N19°25'19"E	57.95'
C3	7°59'55"	627.69'	87.63'	S77°53'33"E	87.56'
C4	120°53'53"	20.00'	42.20'	N28°52'39"W	34.80'
C5	95°05'00"	54.00'	89.61'	S88°28'42"W	79.68'
C6	99°38'50"	54.00'	93.92'	S89°19'35"E	82.52'
C7	18°12'43"	54.00'	17.16'	N25°07'35"W	17.09'
C7	95°05'00"	54.00'	89.61'	S88°28'42"W	79.68'
C8	125°18'56"	54.00'	118.11'	S78°40'42"E	95.93'
C9	18°12'43"	54.00'	17.16'	S47°46'12"W	17.09'
C10	50°44'05"	25.00'	22.14'	N07°45'24"W	21.42'
C11	146°03'40"	54.00'	137.66'	S55°25'12"E	103.30'
C12	106°11'11"	54.00'	100.08'	N89°59'45"E	86.36'
C13	114°14'08"	54.00'	107.66'	S89°55'42"E	90.70'
C14	39°11'22"	54.00'	36.94'	N05°05'45"W	36.22'
C15	22°48'07"	1050.00'	417.87'	S12°34'40"E	415.11'
C16	29°55'35"	600.00'	313.39'	S15°04'55"W	309.84'
C17	17°30'09"	54.00'	16.50'	N81°10'41"E	16.43'
C18	125°00'18"	54.00'	117.81'	N45°04'15"W	95.80'
C19	17°30'09"	54.00'	16.50'	S08°40'50"W	16.43'
C20	90°00'00"	37.00'	58.12'	N45°04'15"W	52.33'
C21	17°30'09"	54.00'	16.50'	N81°19'10"W	16.43'
C22	125°00'18"	54.00'	117.81'	N44°55'45"E	95.80'
C23	17°30'09"	54.00'	16.50'	S08°49'19"E	16.43'
C24	90°00'00"	37.00'	58.12'	N44°55'45"E	52.33'

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N62°51'00"E	28.69'	L17	N89°55'45"E	38.82'
L2	S46°01'12"W	20.00'	L18	N75°30'04"W	15.18'
L3	S49°03'48"E	20.00'	L19	S89°55'45"W	21.00'
L4	N50°29'59"E	20.00'	L20	N00°07'07"E	50.00'
L5	S49°09'00"E	20.00'	L21	N00°07'07"E	50.00'
L6	S34°13'56"E	10.56'	L22	N01°10'37"W	50.01'
L7	S85°01'54"E	19.32'	L23	S89°55'45"W	40.77'
L8	S78°07'27"E	14.14'	L24	N00°04'15"W	5.00'
L9	S38°27'02"E	20.00'	L25	N45°04'15"W	25.46'
L10	N53°01'21"E	20.00'	L26	N44°55'45"E	28.28'
L11	S53°09'50"E	20.00'	L27	S01°10'37"E	12.00'
L12	N57°11'22"E	20.00'	L28	S45°37'26"E	42.83'
L13	S57°02'46"E	20.00'	L29	S44°55'45"W	28.28'
L14	N89°55'45"E	31.42'	L30	S45°04'15"E	28.28'
L15	N89°55'45"E	45.00'	L31	S45°04'15"E	28.28'
L16	S00°04'15"E	18.56'	L32	S44°55'45"W	28.28'

LOT AREA TABLE			LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 7	9,100	0.2089	LOT 31	10,702	0.2457
LOT 8	9,353	0.2147	LOT 32	9,050	0.2078
LOT 9	14,420	0.3310	LOT 33	9,100	0.2089
LOT 10	12,824	0.2944	LOT 35	9,066	0.2081
LOT 11	9,785	0.2246	LOT 46	9,100	0.2089
LOT 12	9,450	0.2169	LOT 47	9,050	0.2078
LOT 13	9,450	0.2169	LOT 49	9,100	0.2089
LOT 14	9,800	0.2250	LOT 63	11,742	0.2696
LOT 15	9,050	0.2078	LOT 394	5,400	0.1240
LOT 16	9,100	0.2089	LOT 395	6,223	0.1429
LOT 17	9,100	0.2089	LOT 396	6,262	0.1438
LOT 28	9,050	0.2078			
LOT 29	11,200	0.2571			
LOT 30	10,800	0.2479			

LOT AREA TABLE			LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 31	10,702	0.2457	LOT 32	9,050	0.2078
LOT 32	9,050	0.2078	LOT 33	9,100	0.2089
LOT 33	9,100	0.2089	LOT 35	9,066	0.2081
LOT 35	9,066	0.2081	LOT 46	9,100	0.2089
LOT 46	9,100	0.2089	LOT 47	9,050	0.2078
LOT 47	9,050	0.2078	LOT 49	9,100	0.2089
LOT 49	9,100	0.2089	LOT 63	11,742	0.2696
LOT 63	11,742	0.2696	LOT 394	5,400	0.1240
LOT 394	5,400	0.1240	LOT 395	6,223	0.1429
LOT 395	6,223	0.1429	LOT 396	6,262	0.1438
LOT 396	6,262	0.1438			

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
123RD AVE	48,494	1.1133
ALAMAR BLVD	6,401	0.1470
BOUNDARY	613,677	14.0881

EAST 1/4 CORNER SECTION 23,
WEST 1/4 CORNER SECTION 24, T1N, R1W
3" COA BCH
121' NORTH X 0.13' WEST OF
SECTION CORNER LOCATION

NOTES (CONTINUED)

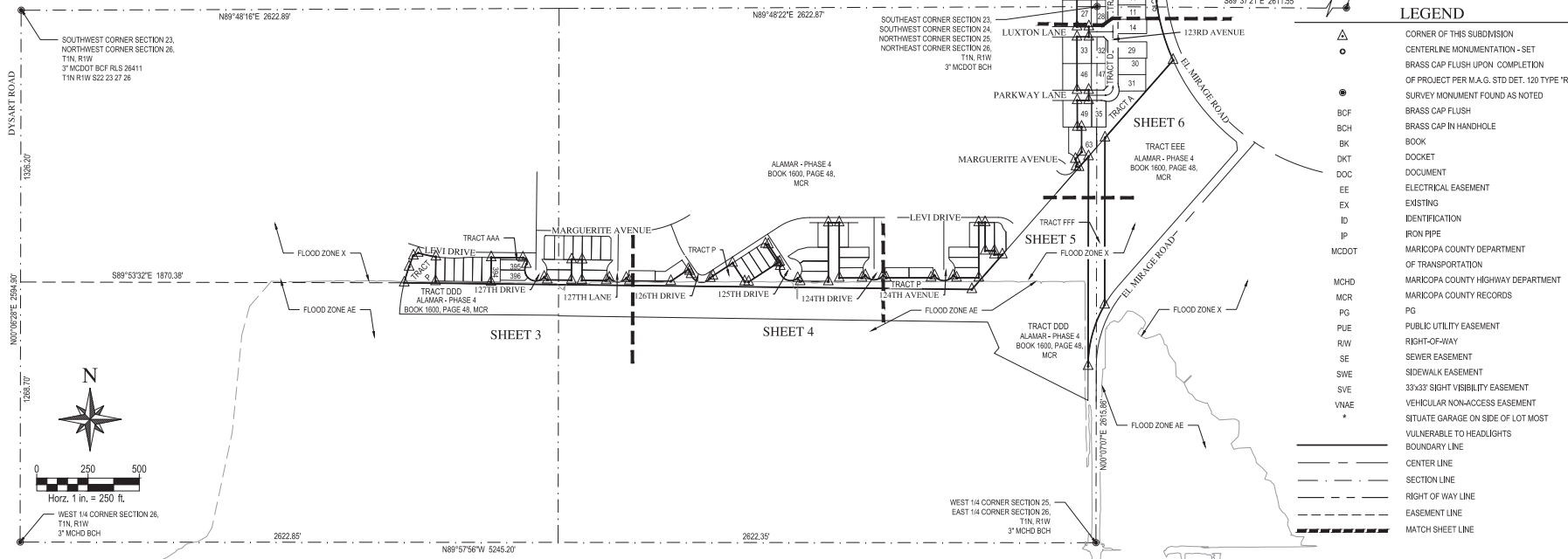
- THIS SUBDIVISION IS SUBJECT TO THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 22 (TMD) FOR THE PURPOSE OF PROVIDING MAINTENANCE AND OPERATION OF SIDEWALKS, LANDSCAPING, LANDSCAPED PARKING FACILITIES AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND OPEN SPACE IN THE SUBDIVISION. THE M/D SHALL REMAIN DORMANT, AND THE TAX ASSESSMENT TO BE ASSESSED ANY OWNER IN THE SUBDIVISION SHALL BE \$0.00 UNLESS AND UNTIL ALAMAR COMMUNITY ASSOCIATION, INC. FAILS TO MAINTAIN THE ABOVE DESCRIBED FACILITIES AND THE CITY ASSUMES MAINTENANCE RESPONSIBILITY UNDER THE M/D.
- GROSS AREA OF THE SUBJECT PROPERTY IS 613,677 SQUARE FEET OR 14.0881 ACRES, MORE OR LESS.
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO 040132165N DATED SEPTEMBER 18, 2020 AND LOMR CASE NO. 18-084518P, THE SUBJECT PROPERTY IS LOCATED IN OTHER FLOOD AREAS ZONE X.

OTHER FLOOD AREAS ZONE X IS DESCRIBED AS: "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

A PORTION OF SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE AE. FLOOD ZONE AE IS DESCRIBED AS: "A SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION OR DEPTH."
- FOR TYPICAL LOT DIAGRAM INCLUDING SETBACKS (INTERIOR LOT AND CORNER LOT) SEE APPROVED PRELIMINARY PLAT DOCUMENTS.
- THE CITY OF AVONDALE WILL MAINTAIN THE 10' SIDEWALK WITHIN THE ROW AND SIDEWALK EASEMENT.
- ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT THE TIME OF CONSTRUCTION.
- ALL MEASUREMENTS ARE THE SAME AS RECORD UNLESS OTHERWISE NOTED. ALL FOUND MONUMENTS ARE WITHIN ACCEPTABLE TOLERANCES PER ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS, UNLESS OTHERWISE NOTED.
- TRACT FFF FORMERLY EL MIRAGE ROAD ROW ABANDONED PER DOCUMENT _____ (MCR) WILL BECOME PART OF AN ADJUVANT TURF RELATED FACILITY AND AS SUCH WILL NOT BE PART OF THE CITY'S 100-YEAR ASSURED WATER SUPPLY OR WATER REPLENISHMENT REQUIREMENTS. TRACT USE WILL BE AS NOTED IN THE TRACT AREA TABLE.

TRACT AREA TABLE

TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	95,692	2.1968	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT, SIDEWALK EASEMENT AND DRAINAGE EASEMENT
TRACT AAA	1,220	0.0280	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT C	2,300	0.0528	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT D	2,300	0.0528	OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT
TRACT FFF	69,320	1.5914	OPEN SPACE, LANDSCAPE, DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT AND ELECTRICAL EASEMENT
TRACT P	150,969	3.4569	OPEN SPACE, LANDSCAPE, DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND SEWER EASEMENT



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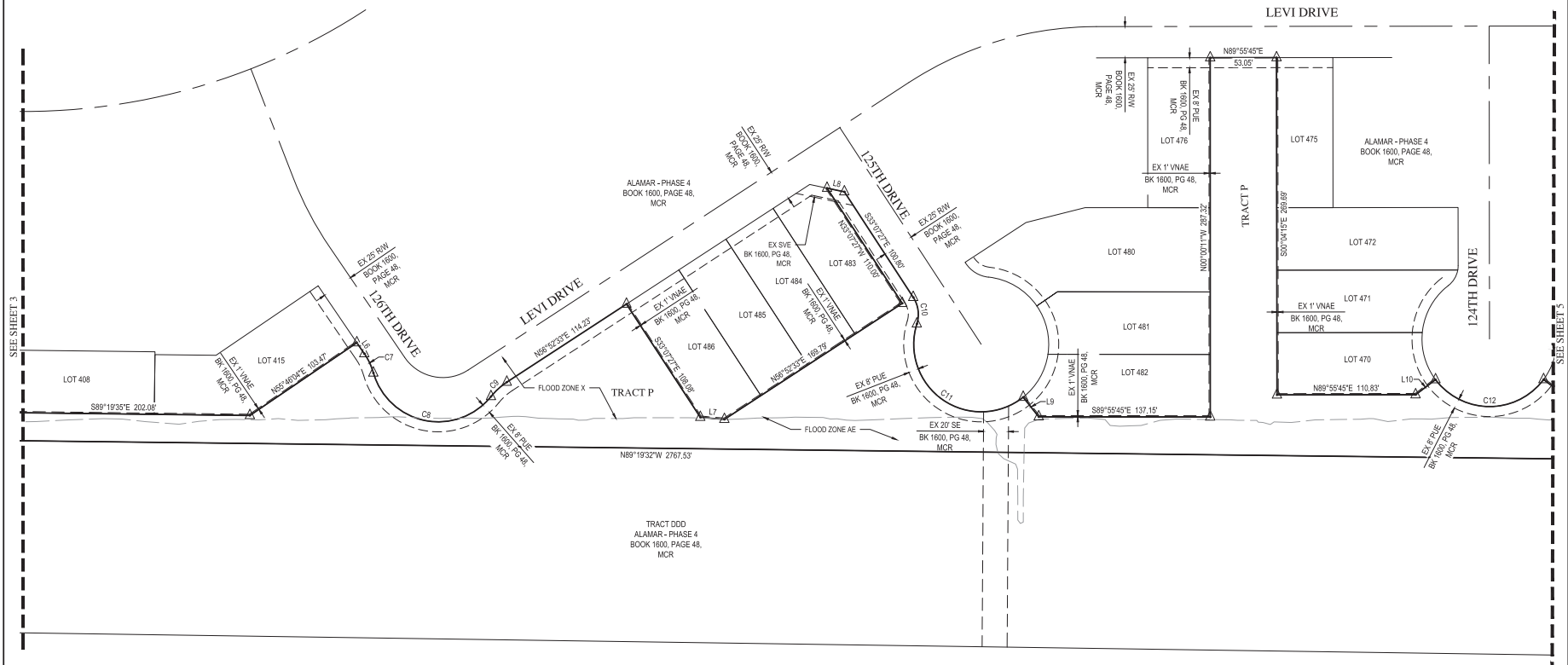
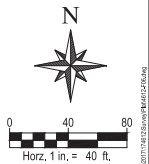
CHECKED BY: BJD
CAD TECHNICIAN: JKP
SCALE: 1" = 250'
DATE: 12/08/2021
JOB NUMBER: WPA 174612.09
SHEET: 2 OF 7



ALUAWI - PHASE 4, TRACT P AND TRACT AA, ALUAWI - PHASE 1, RECORDED IN BOOK 1600, PAGE 48, A REPLAT OF LOTS 394 THROUGH 396 INCLUSIVE, PARCELS 1 THROUGH 5 INCLUSIVE, TRACT A AND A PORTION OF SECTIONS 23, 24, 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MARICOPA COUNTY RECORDS (MCR) AND A PORTION OF SECTIONS 23, 24, 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



DESIGNED BY	BJD
CHECKED BY	JKP
DATE	12/08/2021
PROJECT NUMBER	WP# 174612.09
OF	7



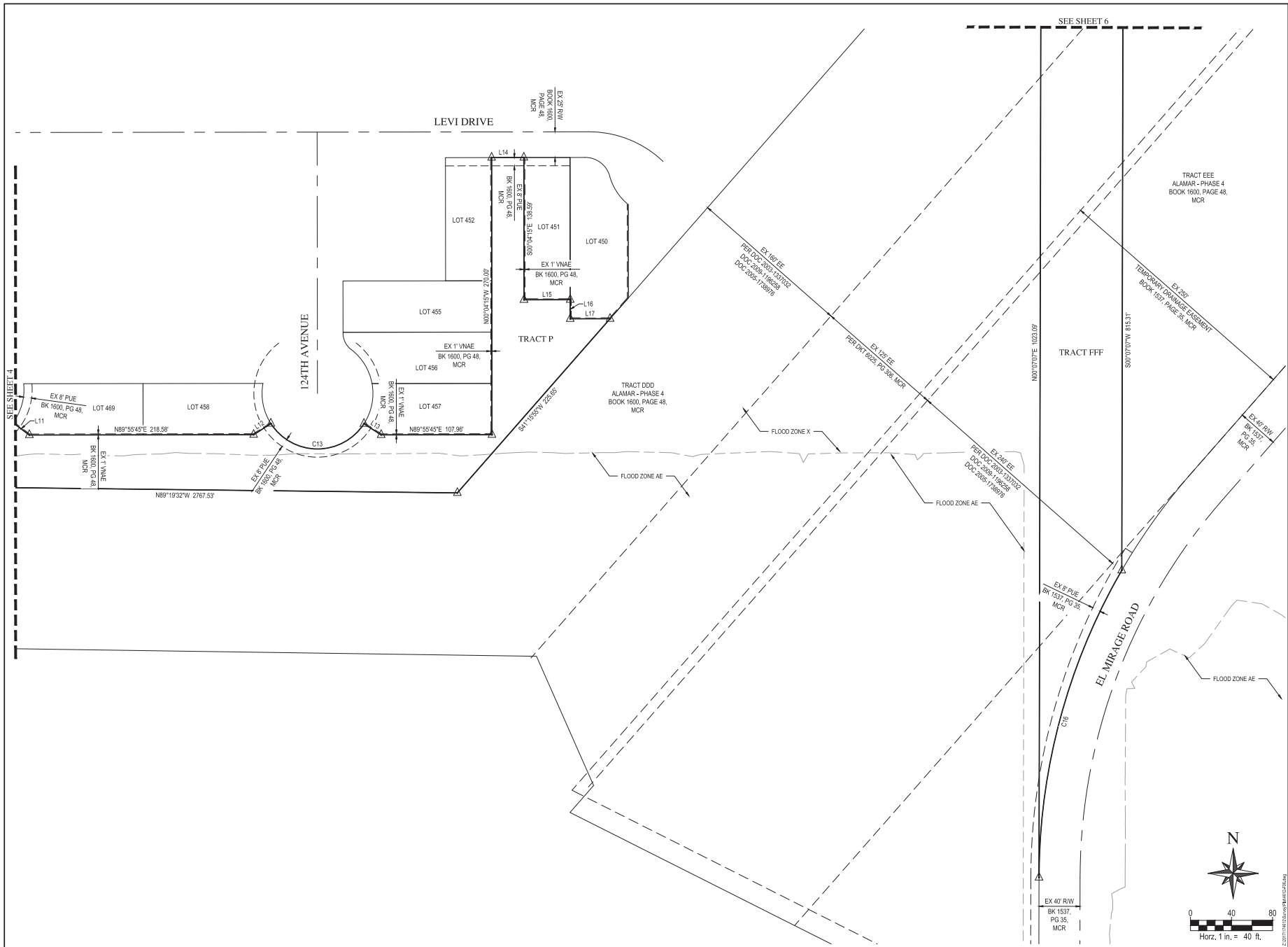
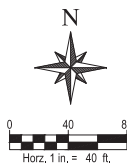


ALAMAR - PHASE 4 REPLAT

A REPLAT OF LOTS 394 THROUGH 396 INCLUSIVE, PARCELS 1 THROUGH 5 INCLUSIVE, TRACT A, TRACT P AND TRACT AAA, ALAMAR - PHASE 4, RECORDED IN BOOK 1600, PAGE 48, MARICOPA COUNTY RECORDS (MCRI) AND A PORTION OF SECTIONS 23, 24, 25 AND 28, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



CHECKED BY	BJD
CAD TECHNICIAN	JKP
SCALE	1" = 40'
DATE	12/08/2011
JOB NUMBER	WP# 174612.09
SHEET	5 OF 7





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FINAL PLAT

ALAMAR - PHASE 4 REPLAT

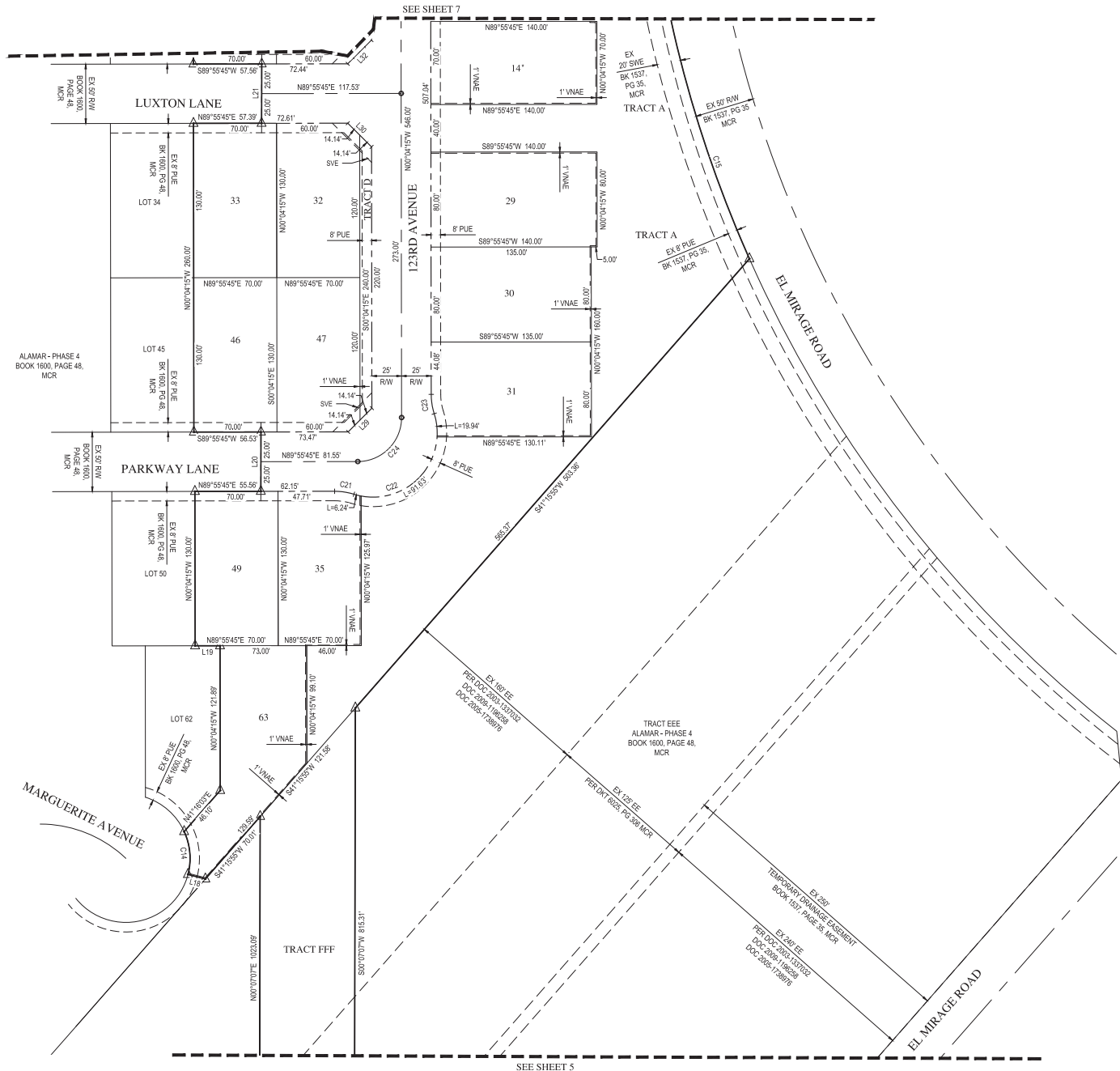
A REPLAT OF LOTS 394 THROUGH 398 INCLUSIVE, PARCELS 1 THROUGH 5 INCLUSIVE, TRACT A, TRACT P AND TRACT AAA, ALAMAR - PHASE 4, RECORDED IN BOOK 1800, PAGE 48, MARICOPA COUNTY RECORDS (MCR) AND A PORTION OF SECTIONS 23, 24, 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



CHECKED BY: BJD
CAD TECHNICIAN: JKP
SCALE: 1" = 40'
DATE: 12/08/2021
JOB NUMBER: WPM 174612.09
SHEET: 6 OF 7



0 40 80
Horz. 1 in. = 40 ft.





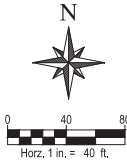
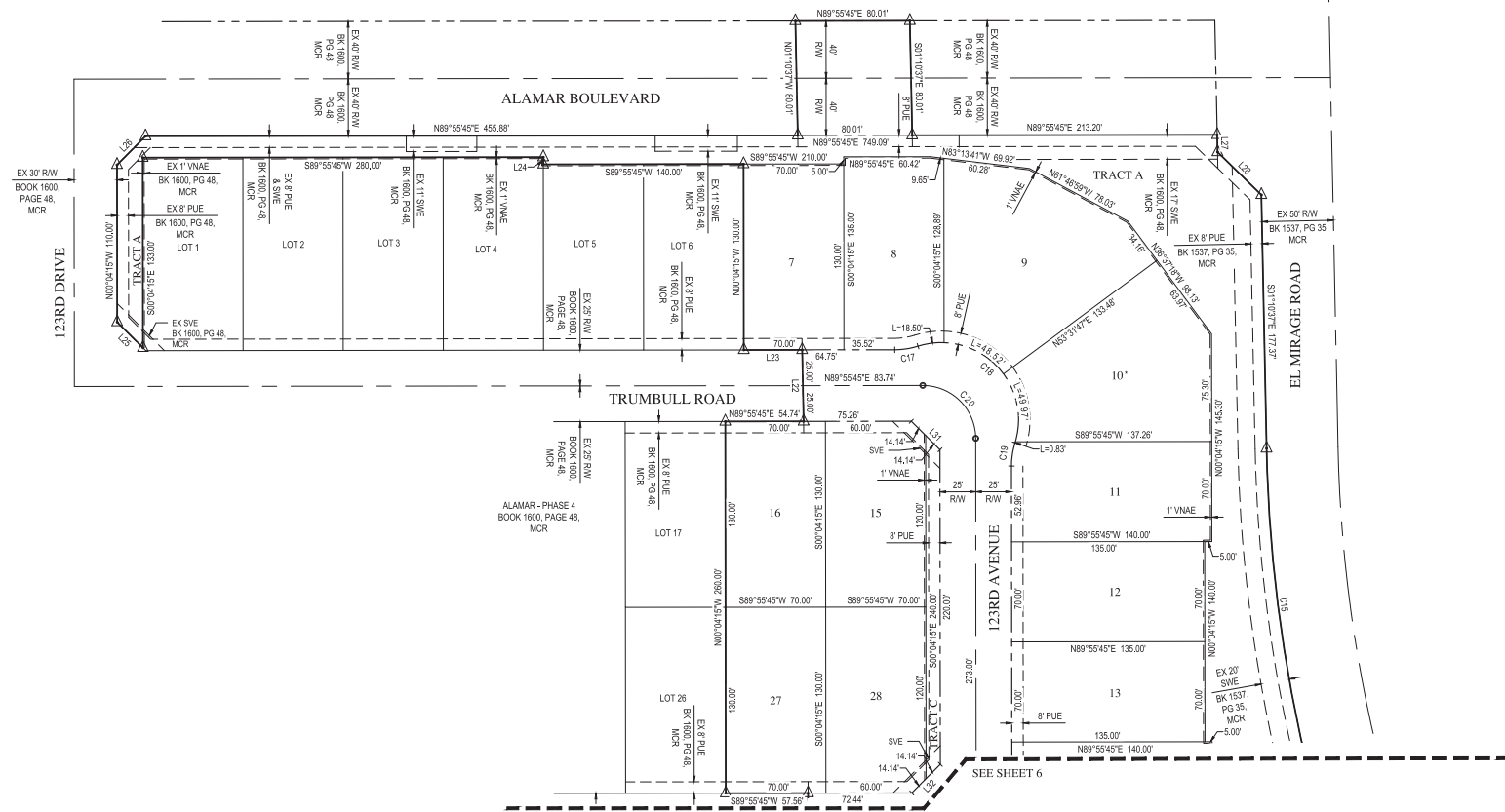
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FINAL PLAT

ALAMAR - PHASE 4 REPLAT
A REPLAT OF LOTS 394 THROUGH 398 INCLUSIVE, PARCELS 1 THROUGH 5 INCLUSIVE, TRACT A, TRACT P AND TRACT AAA, ALAMAR - PHASE 4, RECORDED IN BOOK 1600, PAGE 48,
MARICOPA COUNTY RECORDS (MCR) AND A PORTION OF SECTIONS 23, 24, 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



CHECKED BY	BJD
CAD TECHNICIAN	JKP
SCALE	1" = 40'
DATE	12/08/2021
JOB NUMBER	WPA 174612.09
SHEET	7 OF 7



CITY COUNCIL REPORT

SUBJECT: Council Appointment to Subcommittee on Boards, Commissions and Committees

MEETING DATE: 2/7/2022

TO: Mayor and Council

FROM: Marshall Pimentel, Intergovernmental Affairs Administrator, (623) 333-1027

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

STRATEGIC PLAN:

PURPOSE:

City Council will consider a request to appoint a member to the Council Subcommittee on Boards, Commissions and Committees. The Council will take appropriate action.

BACKGROUND:

The Council Subcommittee on Boards, Commissions and Committees interviews applicants and makes appointment recommendations regarding candidates for the various Boards, Commissions and Committees. All recommendations go to the full City Council for final approval.

DISCUSSION:

The Subcommittee meets as needed and is staffed by the City Clerk. It consists of three members of Council, including Councilmember Kilgore and Councilmember Pineda. The third seat was left vacant following the resignation of now former Councilmember Dennis, effective January 3, 2022.

BUDGET IMPACT:

There is no budgetary impact.

RECOMMENDATION:

The Council will determine and appoint a member to the vacant seat on the Subcommittee.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2007-0222 — The Residences at Agua Fria Annexation — Application PL-21-0191

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development.

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2007-0222, approving a request by Adam Baugh, Withey Morris PLC, on behalf of property owner Mattfeld Holdings LLC to annex approximately 4.11 acres generally located approximately 1,203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road. The Council will take appropriate action.

BACKGROUND:

The proposed annexation request includes one (1) parcel of land, Assessor Parcel Number 500-40-006T totaling approximately 4.11 acres located approximately 1,203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road. It is encompassed by land that is in the jurisdiction of the City of Avondale and does not have direct street access, but includes a twenty (20) foot ingress, egress, and access easement. In 2001, the subject property was developed with a mobile home and personal storage. It is anticipated to be developed with "The Residences at the Agua Fria" multi-family residential project and the overall project size will be around 22.26 acres. According to the applicant's narrative, drainage issues, the parcel's shape, environmental impacts, off-site improvement requirements, and distance from utilities have impacted the development of the site (Exhibit E).

The site is zoned Maricopa County Rural-43, which allows for development of both farm and non-farm residential uses, farms and recreational and institutional uses (Exhibit B). It will be assigned the comparable zoning designation of Rural Residential (RR-43), the purpose of which is to encourage and preserve lowdensity residential developments with low intensity agricultural operations in a growing area, upon annexation.

The current General Plan 2030 land use designation of the subject property is High Density Residential, which is residential land that will contain densities up to 30 dwelling units per acre. These residences would have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums or townhomes are suitable for this land use.

Concurrent requests for a Minor General Plan Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and rezoning the subject property to Planned Area Development (PAD) were heard by the Planning Commission on December 15, 2021. The Residences at the Agua Fria PAD would allow for a multi-family residential development.

The existing uses and zoning of adjacent properties that are not included in the annexation request are:

North: An industrial development, Tanks Cashion Tank and Steel Co., zoned RI-6 (Urban Residential) and undeveloped land zoned RI-6.

East: A residential development zoned Diamond Ridge PAD.

South: Vacant land zoned Del Rio Ranch PAD.

West: An industrial development, known as the Tanks Cashion Tank and Steel Co., zoned RI-6.

DISCUSSION:

At its meeting on December 13, 2021, Council provided Staff with authorization to proceed with proposed The Residences at the Agua Fria annexation.

The public hearing for this project was heard by Council on January 24, 2022.

As required by Arizona statute, notice of the annexation has been provided to all owners within the annexation boundary. The applicant is expected to bring the executed petition, signed by one-half or more of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, in both assessed valuation and ownership, to the meeting on February 7, 2022. The petition only requires a signature from Mattfeldt Holdings LLC.

The annexation, if approved by the City Council, will bring the subject site into Avondale's jurisdiction effective 30 days from adoption of the Ordinance, on March 9, 2022. Initially, the property will be zoned RR-43 (Rural Residential), comparable to the site's existing County zoning. A separate request to rezone the property to Planned Area Development (PAD) to permit the development of The Residences at the Agua Fria, is also scheduled for Council consideration this evening. If the rezoning is approved by separate action, the land will be zoned PAD as soon as the annexation becomes effective.

BUDGET IMPACT:

The annexation application included the required \$6,000.00 fee that will be used towards costs related to the processing of the annexation. As noted previously, providing authorization to proceed does not obligate the City Council to approve the proposed annexation at a future meeting.

If the proposed annexation is approved at a future meeting and the property is developed within the City, revenue from construction sales tax, property tax, water and sewer fees, and development impact fees can be expected. Conversely, the City will incur costs of serving the property with Avondale services, including, but not limited to, water, sewer, sanitation, police, fire, and street services.

RECOMMENDATION:

City Council will conduct a public hearing and ADOPT an Ordinance annexing approximately 4.11 acres generally located approximately 1,203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road, PL-21-0191 The Residences at the Agua Fria Annexation.

PROPOSED MOTION:

I move that City Council ADOPT an Ordinance annexing approximately 4.11 acres generally located approximately 1,203 feet southwest of the southwest corner of Buckeye Road and El Mirage Road, PL-21-0-0191 The Residences at the Agua Fria Annexation.

Contact person for document distribution: Michelle Simerdla



Aerial Photograph

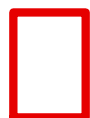


Annexation Area





Zoning Vicinity Map



Annexation Area





General Plan Land Use Map



General Plan Land Use Designation

- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Open Space and Parks



Annexation
Area



SONOMA

COMMUNITIES

THE RESIDENCES AT AGUA FRIA

ANNEXATION NARRATIVE

1st Submittal: June 2021



Request

The applicant is requesting to annex an approximately 3.77-acre property, commonly known as Maricopa County Assessor's Parcel Number (APN) 500-40-006T (the "Property") into the City of Avondale. The existing use of the Property, according to the County Assessor, is "mobile home site" with one (1) mobile home structure existing on the Property. The Property is currently within Unincorporated Maricopa County and is located west and south of the southwest corner of Buckeye Road and El Mirage Road, as shown on **Figure 1** below:



Figure 1 – Site Aerial

Background

The Property is part of a larger 21.7-acre development site, and all but this remnant parcel is already existing within the City's boundaries. The overall development site is currently utilized for industrial uses which has been allowed over the years, although not compatible with the surrounding area. Its present condition is an eyesore for the area and it is in need of revitalization. At the same time, the property has some significant drainage, parcel shape and environmental impacts, offsites as well as distance from utilities, that have limited its development potential. That said, given the current market demand for quality living opportunities in Avondale and the greater Phoenix area, as well as the desire to diversify the land use pattern in the area, annexation is requested to provide an appropriate framework for development of the Property and overall development site.

Concurrent with this request for annexation, the applicant is requesting to rezone the Property to Planned Area Development ("PAD") with underlying Multi-Family Residential-3 zoning for a new residential rental community called The Residences at Agua Fria (the "Community"). The rezoning request includes several contiguous parcels located directly adjacent to the Property to the west and north. The Community will offer single-family homes for rent with private outdoor patio spaces and high-end interior finishes. A Site Plan and Design Review application will also be processed.

As part of the requirements for the companion rezoning case, outreach to the Tolleson Union #214 and Little Elementary School District will be completed.

The Property is within proximity to Avondale Fire Station 171 and the Historic Old Town Sub-Station/Detention Facility.

The Del Rio subdivision to the south of the Community will include improvements for a new 8" public water line, which the Community will tap in to. We anticipate that the Community will be required to extend an additional water main within West Buckeye Road to provide a looped supply to the Community. We estimate that line to be a new 12" water line.

The Del Rio subdivision will also include improvements for a new 8" sewer, which will allow for the Community to stub into sewer; however, that sewer line will be shallow and necessitate the construction of a private lift station on-site to accommodate the Community's flows.

Any existing onsite utilities including power & gas that serve the existing industrial use will need to be relocated to accommodate development of the Community.

The proposed development will be a benefit to the City of Avondale, as it will provide new residential living opportunities and activate an underutilized property with new, quality development that furthers the vision of the area.

Conformance with State Requirements

The proposed annexation meets the requirements of Arizona law, including regarding contiguity, size and shape as follows:

1. The Property is surrounded by the annexing jurisdiction on all four (4) sides.
2. The size and shape of the parcel are a minimum 200 feet in width at all points.

The annexation of the Property by the City of Avondale will not create a County island and all other requirements are met.

Sonoma Communities looks forward to bringing a high quality community to the City of Avondale.

Exhibit E

When recorded mail to:

Attn: Development and Engineering Services Department
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323

BLANK ANNEXATION PETITION AND AFFIDAVIT
THE RESIDENCES AT AGUA FRIA ANNEXATION

**CITY OF AVONDALE
ANNEXATION PETITION**

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF AVONDALE, ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Avondale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Avondale, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit A and made a part hereof, request the City of Avondale to annex the following described territory, provided that the requirements of ARIZ. REV. STAT. § 9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Avondale and located in Maricopa County, Arizona, is as follows:

(SEE ATTACHED MAP AND LEGAL DESCRIPTION)

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
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Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone Number:
Mailing Address:	Signature	Date

EXHIBIT A

THE RESIDENCES AT AGUA FRIA ANNEXATION LEGAL DESCRIPTION AND MAP

**Legal Description
For
Annexation Boundary
APN: 500-40-006T**

Located in the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner said Section 14;

Thence South 00°10'33" West, along the East line of said Northeast Quarter, a distance of 1,380.77 feet;

Thence departing said East line, North 89°37'00" West, a distance of 1,028.01 feet to the Point of Beginning;

Thence continuing North 89°37'00" West, a distance of 287.79 feet;

Thence North 00°04'43" West, a distance of 608.19 feet;

Thence North 85°50'58" East, a distance of 291.32 feet;

Thence South 00°10'34" West, a distance of 631.20 feet to the Point of Beginning.

Containing 179,191.23 square feet or 4.11 acres, more or less.





N.T.S.



NE COR. SEC. 14,
T 1 N., R 1 W.

POINT OF
COMMENCEMENT

APN: 500-40-005G
(ORD. 347)

N0° 04' 43"W

APN: 500-40-006L
(ORD. 347)

N85° 50' 58"E

291.32'

APN: 500-40-006D
(ORD. 240)

APN 500-40-009A
(ORD. 692-99)

PROPOSED
ANNEXATION
AREA

S0° 10' 34"W

631.20'

N89° 37' 00"W

287.79'

N89° 37' 00"W

1028.01'

POINT OF BEGINNING

APN: 500-40-007P
(ORD. 1083-05)

E 1/4 COR. SEC. 14,
T 1 N., R 1 W.

1380.77'
S0° 10' 33"W 2761.57'

EL MIRAGE ROAD

AREA = 179,191 S.F. / 4.11 AC.



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

ANNEXATION EXHIBIT

APN: 500-40-006T

CITY OF AVONDALE

Project No. 1199
Sheet 1 of 1

Date : 08/24/21



Development & Engineering Services Department

11465 W. Civic Center Drive, Suite #110

Avondale, Arizona 85323-6804

Phone: (623) 333-4000 Fax: (623) 333-0420

Annexation Affidavit

Personally appears before me, Michelle Simerdla, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am a Planner of the City of Avondale, Arizona, and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Avondale and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City Annexation Petition, which is filed herewith with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471 (A) (6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

Michelle Simerdla, Planner

SWORN TO AND SUBSCRIBED before me
This ____ day of _____, 202__.

Notary Public for the State of Arizona

My commission expires: _____

ORDINANCE NO. 2007-0222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, the City of Avondale (the “City”) has received a petition in writing (the “Annexation Petition”), accompanied by a map of certain territory hereinafter more particularly described and depicted (the “Annexation Area”), asking that the Annexation Area be annexed into the City by extending and increasing the corporate limits of the City so as to embrace the Annexation Area; and

WHEREAS, the Annexation Petition has been filed and presented to the Council of the City of Avondale (the “City Council”), signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City in the event of annexation within the Annexation Area, as shown by the last assessment of said Annexation Area; and

WHEREAS, the City Council has determined the Annexation Area is contiguous to the City’s corporate limits in accordance with ARIZ. REV. STAT. § 9-471; and

WHEREAS, the City Council desires to grant the request set forth in the Annexation Petition and extend and increase the City’s corporate limits to include the Annexation Area; and

WHEREAS, said Annexation Petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the Annexation Petition was signed by any owner of real and personal property in such Annexation Area; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), the City is required to adopt a zoning classification for the Annexation Area that permits densities and uses no greater than that permitted by Maricopa County immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Maricopa County Rural-43 zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original Annexation Petition, which original Annexation Petition is on file in the office of the Maricopa County Recorder.

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 Annexation Area, as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed to the City and the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 3. The land-use classification for the Annexation Area is hereby designated as Rural Residential (RR-43) under the City of Avondale Zoning Ordinance.

SECTION 4. The City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

SECTION 5. 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 6. For purposes of elections there are no residences located in the Annexation Area.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE 2007-0222

[Legal description and map of Annexation Area]

See following pages.

**Legal Description
For
Annexation Boundary
APN: 500-40-006T**

Located in the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner said Section 14;

Thence South 00°10'33" West, along the East line of said Northeast Quarter, a distance of 1,380.77 feet;

Thence departing said East line, North 89°37'00" West, a distance of 1,028.01 feet to the Point of Beginning;

Thence continuing North 89°37'00" West, a distance of 287.79 feet;

Thence North 00°04'43" West, a distance of 608.19 feet;

Thence North 85°50'58" East, a distance of 291.32 feet;

Thence South 00°10'34" West, a distance of 631.20 feet to the Point of Beginning.

Containing 179,191.23 square feet or 4.11 acres, more or less.





N.T.S.



NE COR. SEC. 14,
T 1 N., R 1 W.

POINT OF
COMMENCEMENT

APN: 500-40-005G
(ORD. 347)

N0° 04' 43"W

APN: 500-40-006L
(ORD. 347)

N85° 50' 58"E

291.32'

PROPOSED
ANNEXATION
AREA

S0° 10' 34"W

631.20'

N89° 37' 00"W

287.79'

APN: 500-40-007P
(ORD. 1083-05)

APN: 500-40-006D
(ORD. 240)

APN 500-40-009A
(ORD. 692-99)

N89° 37' 00"W

1028.01'

POINT OF BEGINNING

1380.77'
S0° 10' 33"W 2761.57'

EL MIRAGE ROAD

E 1/4 COR. SEC. 14,
T 1 N., R 1 W.

AREA = 179,191 S.F. / 4.11 AC.



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

ANNEXATION EXHIBIT

APN: 500-40-006T

CITY OF AVONDALE

Project No. 1199
Sheet 1 of 1

Date : 08/24/21

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1011-0222 - The Residences at the Agua Fria - Minor General Plan Amendment - Application PL-21-0335

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development.

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Resolution 1011-0222, approving a request by Adam Baugh, Withey Morris PLC, on behalf of property owners Gisela and Carlos Roberto Blancas and Carl and Patricia Weiler, to amend the General Plan 2030 Land Use Map for approximately 7.16 acres of a larger 22-acre property, located approximately 500 west of the southwest corner of Buckeye Road and El Mirage Road, for The Residences at the Agua Fria which is a proposed 22 acre multi-family development. The proposed Minor General Plan Amendment (GPA), if approved, will amend the General Plan 2030 Land Use Map designation from Medium Density Residential (MDR) to High Density Residential (HDR). The Council will take appropriate action.

BACKGROUND:

The approximately 7.16-acre subject property (Exhibits A and B) is located approximately 500 west of the southwest corner of Buckeye Road and El Mirage Road. The property was annexed into the City's corporate limits on August 3, 1976. The property is a portion of four (4) parcels owned by the Blancas and one (1) triangular-shaped parcel owned by the Weilers. The land is vacant and undeveloped, except for some personal storage on the properties. A portion of the 22-acre development is occupied by the Cashion Tank and Steel Co, and the other portion of the site in the County developed with a mobile home.

There are two (2) zoning designations for the property. The majority of the site is designated as Urban Residential (RI-6) and the triangular-shaped property is zoned Diamond Ridge PAD but is an exception parcel to the Diamond Ridge single-family residential subdivision.

The site is designated by the General Plan 2030 Land Use Map (Exhibit C) as Medium Density Residential, which is residential land that will contain densities that range from 2.5 to 4 single-family dwelling units per acre. This land use category provides for a suburban lifestyle with planned, detached single-family residential communities with larger setbacks and neighborhood facilities.

The western portion of the overall project is designated as High Density Residential, which is residential land

that will contain densities up to 30 dwelling units per acre. These residences have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums, or townhomes are suitable for this land use.

The existing uses and zoning of surrounding properties include:

- **NORTH OF BUCKEYE ROAD:** A residential development zoned Coldwater Springs PAD.
- **EAST:** A residential development zoned Diamond Ridge PAD.
- **SOUTH:** Vacant land zoned Del Rio Ranch PAD.
- **WEST:** An industrial development, known as the Tanks Cashion Tank and Steel Co., zoned RI-6.

A separate application to annex a portion of the overall project site, property located southwest of the site and a part of this GPA request, into the City of Avondale has been filed and is in process.

The Minor GPA narrative (Exhibit D), advises that there are some site challenges for this infill property including blight, drainage, and environmental concerns that will need to be addressed prior to development.

SUMMARY OF REQUEST:

The applicant is requesting to amend the General Plan 2030 Land Use Map from Medium Density Residential (MDR) to High Density Residential (HDR) to accommodate The Residences at the Agua Fria multi-family development. As previously noted, the High Density Residential designation allows densities up to 30 dwelling units per acre that would have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums, or townhomes are suitable for this land use.

There is a concurrent request to Rezone the subject property to Planned Area Development (PAD) to allow a multi-family development. The Rezoning PAD Narrative (Exhibit D) details permitted uses, development standards, landscaping and open space, design guidelines, and other requirements that will guide future development of the site.

Approval of the GPA request to High Density Residential, increasing the allowable density on the site to up to 30 dwelling units per acre, is required to consider approval of the concurrent Rezoning request.

PUBLIC PARTICIPATION:

A neighborhood meeting was held on November 4, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting were completed at least fifteen days prior to the meeting as required. In addition to City Staff and the applicant's team, two (2) people attended the virtual meeting including one (1) Planning Commissioner. The applicant gave an overview presentation on the project, site challenges and constraints, and answered questions about the project. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit F.

All required notifications for the Planning Commission and City Council public hearings were completed.

One (1) comment was received on the City's aVOICE/Polco site conveying to rezone and build the project but have better traffic control at 119th Ave and Avondale Blvd. One comment (Exhibit G) was received via email from a neighboring property owner.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The LESD no longer assigns students to particular elementary schools based upon geographical location. As such, elementary age students living in the future The Residences at the Agua Fria community will have an opportunity to choose which school they will attend within the LESD system. Estrella Vista Elementary, generally located 0.4 miles southwest of the southwest corner of Avondale Boulevard and Buckeye Road, is geographically closest to the Residences at the Agua Fria property. High school aged students will attend La

Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street.

LESD has provided the City with a Certificate of Adequate School Facilities signed by their Superintendent (Exhibit E) which states that the district does not have adequate capacity to accommodate the estimated enrollment from the proposed The Residences at the Agua Fria development. Please see Exhibit E for a summary of the school district's needs. A school site within the proposed development is not needed. The developer is working with the school on this matter.

TIJHSD has provided the City with a Certificate of Adequate School Facilities signed by their Superintendent (Exhibit E) stating that the district has adequate capacity and no school site within the development is needed.

ANALYSIS:

The Planning Commission must determine that the proposed amendment meets four (4) findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

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

The General Plan notes that as of 2010, only 1.47 percent of land uses in Avondale were developed as High Density Residential, most of which are developed. The proposed amendment will allow the property to be rezoned to accommodate for a multi-family development which will further the goal of the General Plan to attract a diverse range of residential products. As represented in the Rezoning case, the type of multi-family residential use is a low-profile, one-story, for-rent detached apartment product.

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

It is in the best interest of all parties, including the City for the property to develop. The property has remained vacant since annexation into the City in 1976. This amendment is an opportunity to redevelop an industrial storage infill site that will benefit the community by providing residents with another type of housing option.

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

The property will not adversely impact the existing land uses in the area. The surrounding uses as previously mentioned are compatible with a multi-family residential development to be located along the Agua Fria River and Buckeye Road. The allowance of additional residential density for this project provides residents direct access to the adjacent arterial street without contributing traffic to the local street network. The developer will be responsible for all required off-site improvements. The amendment will not adversely impact the existing land use. A portion of the overall project site is already designated as High Density Residential, and this project will provide a quality infill housing project that will enhance the area and promote a pedestrian environment.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances. The proposed amendment furthers several goals of the General Plan 2030, including, but not limited to:

- Land Use Element, Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.
- Land Use Element, Goal 3: Promote a strong balance of high quality residential, employment, recreation, and educational land.
- Housing Element, Goal 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.
- Housing Element, Goal 4: Require excellence and innovation in residential design and construction.

DISCUSSION:

Staff finds this request meets the four (4) required findings and recommends approval of the proposed Minor General Plan Amendment.

BUDGET IMPACT:

No budget impacts.

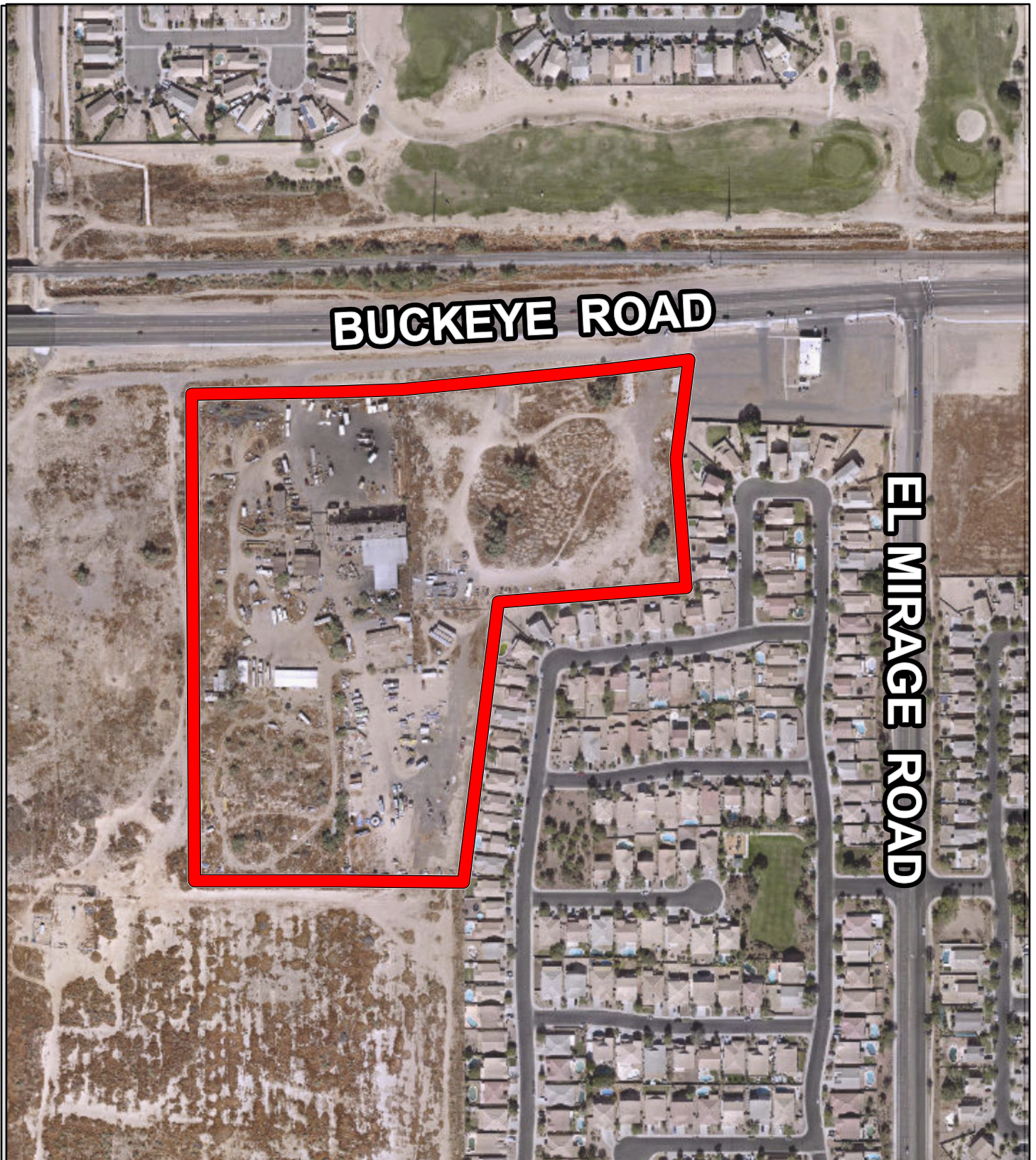
RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** a Resolution approving PL-21-0335 The Residences at the Agua Fria, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the land use designation of the subject property from Medium Density Residential to High Density Residential.

PROPOSED MOTION:

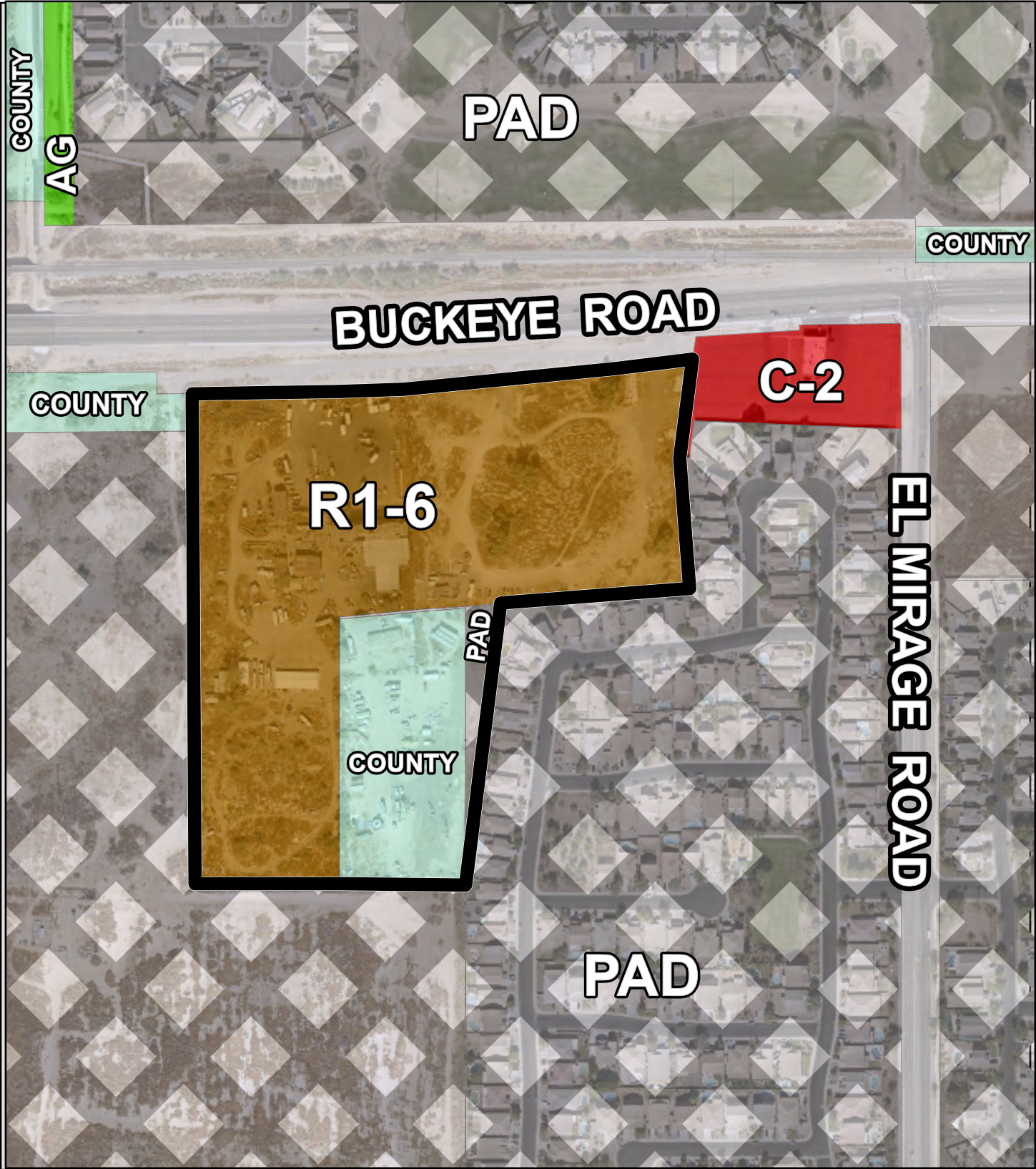
I move that City Council **ADOPT** a Resolution approving Application PL-21-0335 The Residences at the Agua Fria, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the land use designation of the subject property from Medium Density Residential to High Density Residential.

Contact person for document distribution: Michelle Simerdla



Aerial Photograph



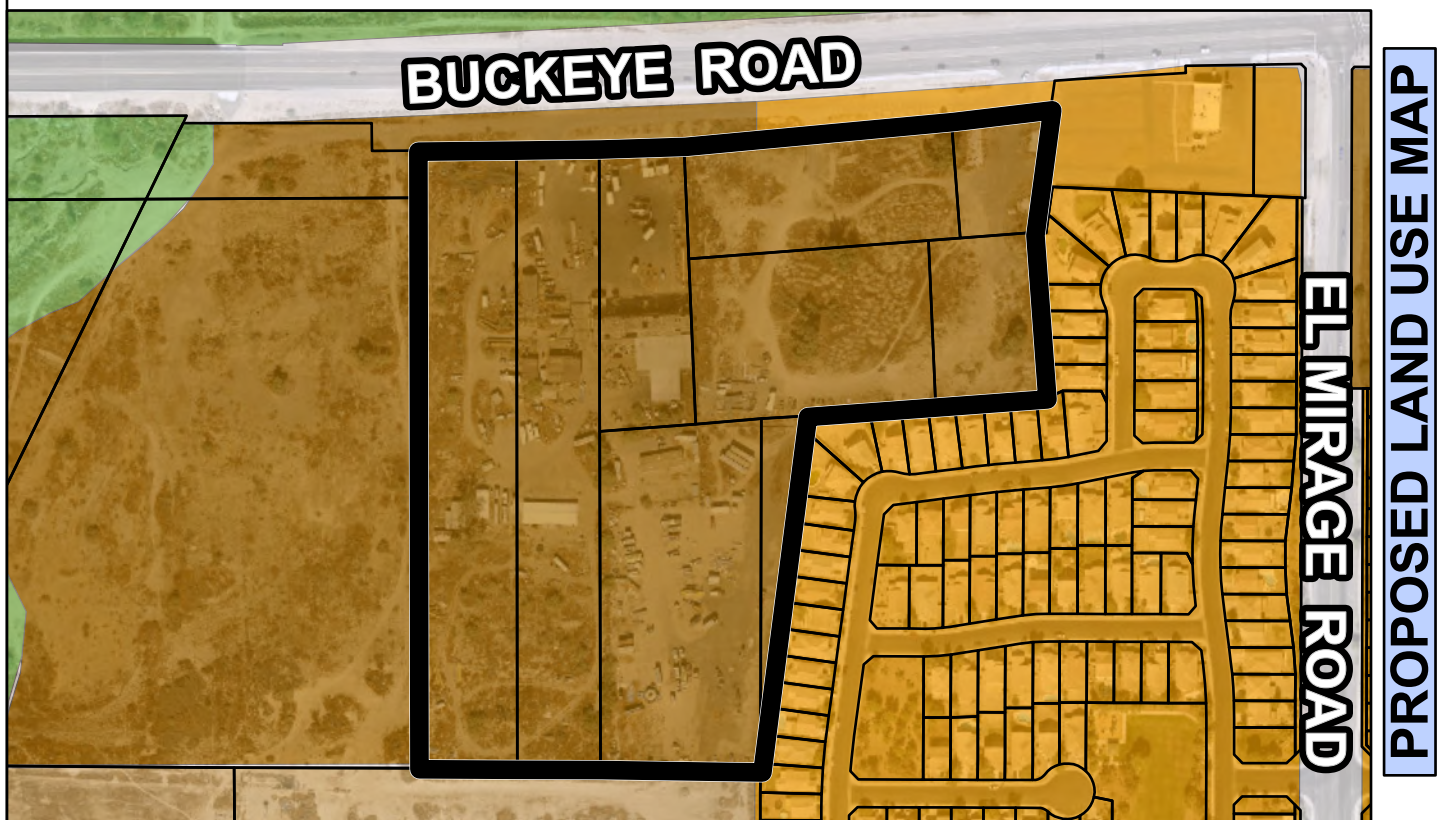
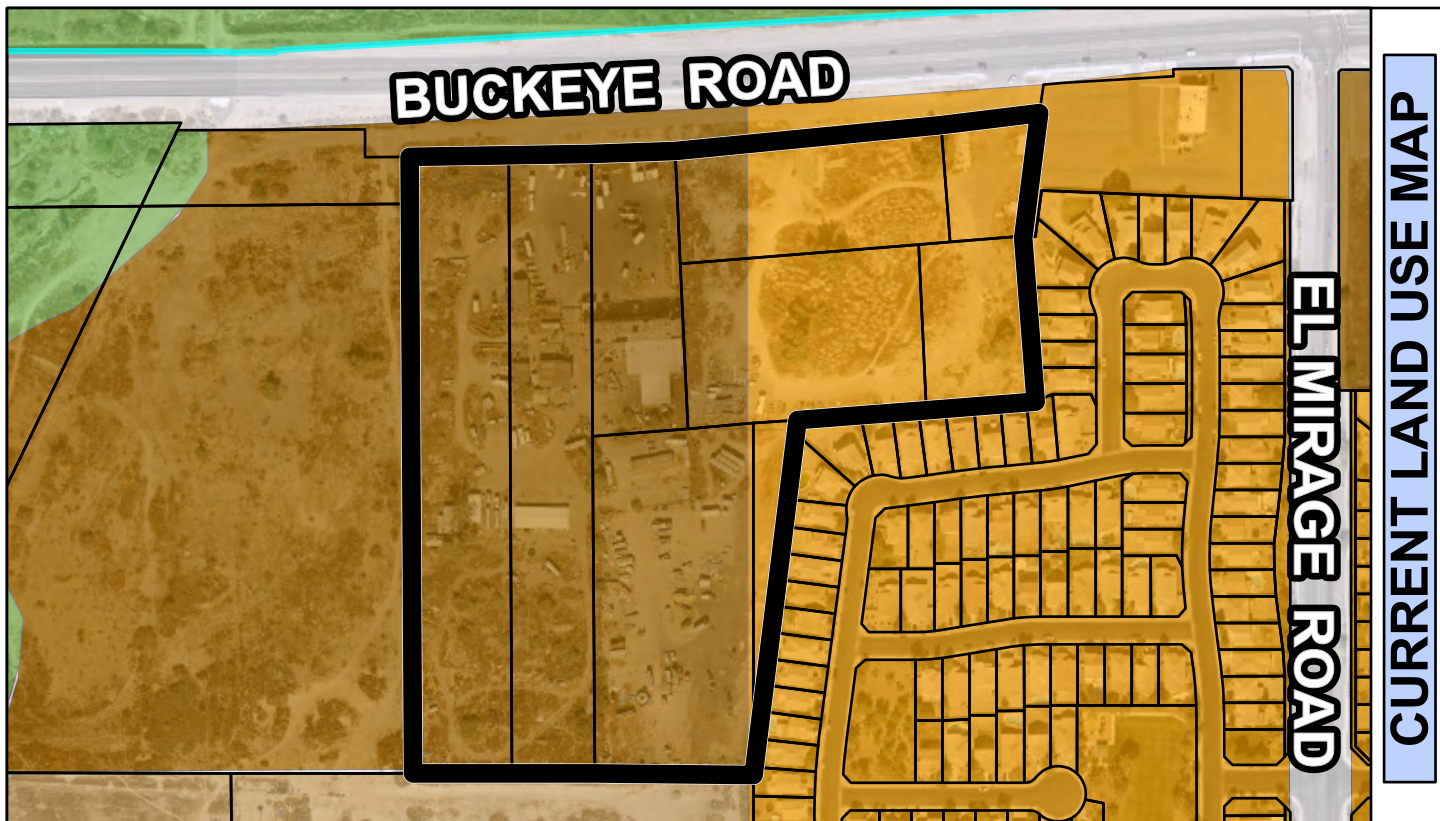


Zoning Vicinity



Project Location

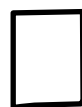




General Plan Land Use



- Estate/Low Density Residential
- Medium Density Residential
- High Density Residential



Subject Property



Exhibit D

Electronically submitted

November 17, 2021

SONOMA
COMMUNITIES

THE RESIDENCES AT THE AGUA FRIA

GPA Narrative

Final Submittal: Nov 2021

1st Submitted: Oct 2021



Development Team

Applicant



Withey Morris, PLC
2525 E. Arizona Biltmore Circle Ste. A-212
Phoenix, AZ 85016
Contact: Adam Baugh
Email: adam@witheymorris.com
Phone: (602) 230-0600

Developer



Sonoma Communities
4340 East Indian School Road, Suite 21-204
Phoenix, Arizona 85018
Contact: Jim Stockwell
Email: jstockwell@clydecap.com
Phone: (602) 777-0505

Architect



Felten Group
18325 North Allied Way, Ste. 200
Phoenix, AZ 85054
Contact: Paul Knitter, NCARB, AIA, ALA
Email: paul.knitter@feltengroup.com
Phone: (602) 867-2500

Landscape Architect



McGough/Adamson
535 East McKellips Road, Ste. 131
Mesa, AZ 85201
Contact: Nick Adamson, RLA
Email: nicka@MG-AZ.com
Phone: (602) 997-9093

Engineer



Terrascope Consulting
645 E Missouri Ave, Ste 160
Phoenix, AZ 85012
Contact: Dave Soltysik
Email: dsoltysik@terrascap.us
Phone: (480) 454-8010

TABLE OF CONTENTS

A. REQUEST AND BACKGROUND	3
B. MINOR GENERAL PLAN AMENDMENT REVIEW AND ANALYSIS.....	3
D. AVONDALE STRATEGIC PLAN ANALYSIS	7
E. MINOR GENERAL PLAN AMENDMENT FINDINGS ANALYSIS	7
F. CONCLUSION.....	9

TABLE OF EXHIBITS

EXHIBIT A – SITE AERIAL
EXHIBIT B – EXISTING GENERAL PLAN LAND USE MAP
EXHIBIT C – PROPOSED GENERAL PLAN LAND USE MAP

A. Request & Property Description

This is a proposal to amend the Avondale General Plan 2030 Land Use Map for approximately 7.16 acres generally located west of the southwest corner of Buckeye Road and El Mirage Road (the “Property”) (**See Exhibit A, Aerial Map**) from Medium Density Residential (up to 4 dwelling units per acre) to High Density Residential (up to 30 dwelling units per acre). See **Exhibit B, Existing General Plan Land Use Map and Exhibit C, Proposed General Plan Land Use Map**. The Medium Density Residential category contemplates residential density ranging from 2.5 dwelling units per acre to 4 dwelling units per acre with a targeted density of 2.5 dwelling units per acre. This category is most suitable for suburban detached single-family communities with large setbacks and neighborhood facilities. The High Density Residential category contemplates residential density ranging from 12 to 30 dwelling units per acre, with a targeted density of 12 dwelling units per acre. The High Density Residential category envisions patio homes, apartments, condominiums or townhomes as suitable for this land use. The proposed development, as described below, provides for an overall density of approximately 12 dwelling units per acre.

The property is surrounded by vacant and residential land to the east, vacant residential land to the south and west and a golf course to the north, beyond Buckeye Road.

The site is currently utilized for industrial uses which has been allowed over the years although not compatible with the surrounding area. Its present condition is an eyesore for the area and need of revitalization. At the same time, the property has some significant drainage, parcel shape and environmental impacts, offsites as well as distance from utilities, that have limited its development potential. Fortunately, Sonoma Communities is able to address these items through creative planning and design, and new land use entitlements, that will position this property for a high-quality development along Buckeye Road.

A companion Planned Area Development (“PAD”) rezoning request has been filed with the City of Avondale under separate cover to establish site-specific permitted uses, as well as development standards and design criteria for a gated 266-unit rental home community, which will be highly stylized, urban-designed, and pedestrian-friendly (the “Project”). The proposed community will provide new and diverse housing opportunities and will accommodate a variety of lifestyles and transitions.

Amendment of the General Plan Land Use Map will facilitate a quality development and it will not adversely impact the community by significantly altering the acceptable land use pattern or impact existing uses in the area. The justifications for this request are provided herein.

B. Minor GPA Review and Analysis

1. Availability of Current and Future Water Supplies

The Project is proposed to tie into existing City of Avondale water system. The Del Rio subdivision to the south of the Community will include improvements for a new 8” public water line, which the Community will tap in to. We anticipate that the Community will be required to extend an additional water main within West Buckeye Road to provide a looped supply to the Community. We estimate that line to be a new 12” water line.

The Del Rio subdivision will also include improvements for a new 8" sewer, which will allow for the Community to stub into sewer; however, that sewer line will be shallow and necessitate the construction of a private lift station on-site to accommodate the Community's flows.

It is the Applicant's understanding that the Project will not create any issues for current or future water supplies. The companion PAD case includes further information related to water infrastructure and supports that the existing or planned water infrastructure will be adequate for the Project.

2. Impact on and potential support of the City's transportation system

A Traffic Impact Analysis has been provided to the City under separate cover with the PAD application. Ultimately, access to the Project will be from Buckeye Road with a secondary right-in/right-out access onto Buckeye Road. The primary access and street frontage will feature an enhanced landscape setback with trees and a landscaped driveway median. It is not anticipated that the change of land use will have any negative impact on the City transportation system.

Buckeye Road is under the jurisdiction of Maricopa County. Proposed improvements consist of widening the existing roadway to provide deceleration lanes at both entrances and restriping of the existing lanes to provide a wider striped center turn lane to accommodate the full access movement at the main entrance. Typical driveway apron improvements including a directional divider at the secondary access will be constructed along with the replacing portions of the existing 6' wide sidewalk along the new deceleration lanes.

The applicant will comply with the City's current engineering policies and standards and work to provide solutions that will enhance the City's transportation networks as applicable for the development.

3. Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways

The Project will not significantly impact the surrounding natural environment, and it is not located within any hillside or riparian area. The site is known to have some environmental challenges which have plagued the site and which the city has received grant money to assess. While these issues were not created by the applicant, the applicant will be addressing and solving them through its development plan. Overall, the Project will provide significant improvements to the Property with quality and aesthetically pleasing features, including a meaningful amount of private open space, furthering several goals of the General Plan.

4. Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio; and (iii) multi-family housing ratio identified within the GP2030

The proposed General Plan Amendment will not have an overall negative impact on the total City's current job-to-population ratio as the Property's designation is already medium density residential. Additionally, it is anticipated that, with the addition of new residents, support for existing and future employment and commercial uses will occur. The re-designation of the Property to a different residential designation will be in accordance with the City's goals and policies and will be aimed at furthering additional diverse residential housing opportunities in Avondale, which are currently limited.

5. *Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater*

The proposed General Plan Amendment will not have a negative impact on the City's services. There are adequate facilities and/or connections to serve the Project, which will be improved by the developer, as required. Exact infrastructure improvements for the Property will be determined during the platting and/or site plan and design review application phase.

6. *Extent to which the goals of the GP2030 are accomplished*

The proposed development furthers several goals and policies of the General Plan 2030, as further detailed below.

Housing Element

GOAL 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

The PAD provides a housing type that is prominent within the Valley but still relatively new to the City of Avondale. The proposed single-family rental product provides homes with private backyards and lots, allowing for a "lock and leave" lifestyle which requires less maintenance and promotes the use of the neighborhood common and amenity areas. This increases a sense of place within the neighborhood and ultimately encourages more community interaction. This product type also creates optimal density to support surrounding employment, educational and commercial uses.

GOAL 4: Require excellence and innovation in residential design and construction.

Policies:

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

C. Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.

E. Endorse the use of Crime Prevention through Environmental design (CPTED) principles when designing residential communities.

The Residences at Agua Fria PAD incorporates a number of the City's Design Manuals policies to create a layout with ample open space and recreation areas that contain amenities throughout the project. It also ensures quality architecture and will endorse CPTED design.

Open Space Element

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.

This Residences at Agua Fria PAD provides 48.5 percent of open space (roughly 10.52 acres) with common areas that incorporate natural vegetation consistent with surrounding developments. The common open space areas are linked with pedestrian connection to support a healthy lifestyle.

Recreational Element

GOAL 1: *Ensure every person has convenient access to safe public parks and affordable recreation opportunities.*

Policies:

A. *Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.*

The Residences at Agua Fria community is designed to cater to active lifestyles and primary circulation routes are planned from each courtyard or home to the common open spaces. In addition to the fitness amenities available to residents, landscaped walking paths wind through the development. The development will provide approximately 48.5% total open space, roughly 10.52 acres overall. This includes usable open space, private rear yard open space and general landscape areas between buildings.

The community incorporates some pocket park/courtyard planning techniques into its site plan which will contribute to a more livable environment. Enhanced paving is proposed to make the areas between building entrances feel more like a courtyard which may include turf and seating areas. A significant amount of open space is provided (including active areas for games (Bag Toss, etc.), barbecue stations, fire pits, dog park, and more. The community will be professionally managed and will provide amenities and recreation activities to the residents, furthering the goal of City's recreational goals.

C. Avondale Strategic Five-Year Plan

The Avondale Strategic Five-Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses and key personnel across the city's organization. The Plan represents a cohesive and intelligent approach to continuing on the path to Avondale's vision to create a community that is both family friendly and economically robust. A city that is Aspiring, Achieving and Accelerating.

The Residences at Agua Fria development provides the opportunity to develop a severely challenged site along Buckeye Road that is compatible with existing development, supports housing diversity opportunities for the area, and complements surrounding development. With the increase of employment, commercial and educational opportunities that are anticipated in the area in the near future, this site will provide a prime location for new residences which will support other land uses. This will complement and support the economic vision of the Strategic Five-Year Plan.

Additionally, the following goals of the Strategic Five-Year Plan will be met with the Residences at Agua Fria:

Initiative #1, Strategic Goal: *Encourage build-out in residential housing opportunities that support diverse housing options.*

With its modern design focused on an urban living experience and high-quality amenities, the Project will provide a unique and diverse housing opportunity which is otherwise underrepresented within the City of Avondale. The Project will appeal to millennials, professionals, empty nesters and those looking for a “lock and leave” lifestyle throughout the Valley. While adding to the existing housing in the area, the Project will provide a modern housing development that caters to those looking for something different than the typical traditional housing offered in Avondale. The Residences at Agua Fria contributes to the diversity of housing that the Strategic Five-Year Plan envisions.

Initiative #2, Strategic Goal, Action Item: *Establish relationships with potential partners for the development of trail and river corridors.*

The Avondale Villages Townhome development provides for connectivity and pedestrian access to Buckeye Road, which promotes pedestrian and bicycle connectivity for residents. The Developer will ensure access to the surrounding sidewalks and promote connectivity to the larger trails master plan for Avondale.

D. Minor GPA Findings Analysis

This request for a Minor General Plan Amendment meets or exceeds the required findings established by the City of Avondale, as detailed below.

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

Currently, there is a minor percentage of land uses in Avondale that are available for high density residential. Additionally, the current land use designation does not take into account the tremendous costs of environmental remediation that is required for this site. By changing the land use map to High Density Residential, it provides the perfect infill opportunity to address the site challenges and provide a unique housing development that would otherwise not generally be available here.

2. *The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners*

As noted herein, there are some severe site challenges at this location including blight, drainage, and environmental concerns. These items can be overcome but are generally cost prohibitive unless sufficient density is allowed to leverage those costs. This GPA is the perfect opportunity to address these items and create a unique infill development that will benefit the site and, more importantly, the surrounding area.

The Residences at Agua Fria development will provide a variety of housing that attracts new residents including young professionals, millennials, and empty nesters who are looking for a “lock and leave” lifestyle. The Applicant is excited to provide this product which is underrepresented in the City of Avondale and this amendment will not be solely for the good or benefit of the owner.

3. *The amendment will not adversely impact the community as a whole and/or a portion of the community by:*
 - a. *Significantly altering the acceptable land use patterns;*
 - b. *Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change; or*
 - c. *Adversely impacting the existing land uses.*

The amendment will not significantly alter acceptable land use patterns in the area or impact nearby existing uses. Being only 7.16 acres, the Property accommodates moderate housing density which will not be overbearing for the surrounding single family that already exists in the area. Public infrastructure exists for this development and it will not be a significant burden on the existing systems that are in place. The development is designed with landscaped buffering around the perimeter to provide a more appropriate pedestrian environment.

4. *That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, code and ordinances*

Overall, the amendment consists of an improvement to the General Plan with the overall enhancements as outlined below:

- The Project provides for open space above the required amount and it will be dispersed throughout the development, uniquely ensuring long-term quality for residents of the Project.
- The Project will provide enhanced and quality amenities, including a pool area and significant open space.
- The Project will focus housing product onto community open spaces.
- Enhanced vegetation will be provided at entryways.
- There will be strategically placed open space areas to provide a sense of arrival to the development.
- A unique housing product is proposed which provides a single-family vernacular with private yards.

E. Conclusion

The Property is a unique infill site which provides the perfect location for a quality single-family rental community option that is needed and in high demand within the City. This Minor General Plan Amendment and the companion PAD are intended to provide a framework for development of a complementary land use in the area, while providing a new type of housing product within Avondale. Finally, the proposed amendment is consistent with the overall goals and objectives of the General Plan and will be a positive addition to the area.

Site Aerial



Existing General Plan Land Use Map:
Medium Density Residential



GENERAL PLAN

Legend

- Planning Boundary
- Growth Area

Land Use

- Rural Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Historic Arroyo District
- Sports and Entertainment
- Office/Professional
- Industrial
- Business Park
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Civic
- Education

Proposed General Plan Land Use Map: High Density Residential



GENERAL PLAN

Legend

Planning Boundary

Growth Area

Land Use

	Rural Low Density Residential
	Estate/Low Density Residential
	Medium Density Residential
	Medium-High Density Residential
	High Density Residential
	Local Commercial
	Freeway Commercial
	Historic Avondale District
	Sports and Entertainment
	Office/Professional
	Industrial
	Business Park
	Corporate Park
	Gila River Scenic District
	Open Space and Parks
	Public/Civic
	Education



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Residences at the Agua Fria Project Manager: Michelle Simerdla
Request: Rezone to PAD Acreage/Parcel Size: 22.26 net acres
Current Density Allowed: 136 units +/- Density Proposed: 11.95 du/ac +/-
Total number of residential units proposed: 266

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☐ No ☒

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Estimated enrollment impact of 88.7 stu. First year impact of \$1,350,500
and ongoing impact of \$226,125 per year (\$422) plus inflation

Is a school site within the proposed development needed?
If answered yes, how many acres is needed for the school site?

Yes ☐ No ☒

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 10/11/2021

School District: Littleton Elementary School District

District Superintendent: Dr. Roger Freeman

Phone #: (623) 478-5611

E-mail: freeman.roger@littletonaz.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondale.org/developmentservices



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Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☐

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 10/11/2021

School District: Tolleson Union High School District

District Superintendent: Nora Gutierrez

Phone #: (623) 478-4001

E-mail: Nora.gutierrez@tuhsd.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondale.org/developmentservices



NEIGHBORHOOD
MEETING SUMMARY
FOR THE
RESIDENCES AT THE
AGUA FRIA
(CASE NO. PL21-0080)

Submitted:
November 10, 2021



A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case No. PL-21-0192 was held on Thursday, November 4, 2021 at 6:00 PM. Due to the COVID-19 pandemic and city requirements for neighborhood meetings, the meeting was a virtual meeting that was hosted via the City's Zoom platform.

The neighborhood meeting notification was noticed in accordance with the City's Zoning Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the October 20, 2021 edition of the Southwest Valley Republic newspaper. Additionally, the applicant posted a public notice sign by October 18, 2021 as well. The affidavits are enclosed at **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and a City of Avondale Planning representative attended the virtual neighborhood meeting. Commissioner White also attended the meeting in addition to one (1) interested neighbor from the Diamond Ridge Place neighborhood to the east.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting with introductions of the development team followed by an overview of the application request. The applicant provided a description of the surrounding area context, existing land use designations, site challenges and constraints, and specifics regarding the proposed community. The applicant also shared the proposed community plans. The applicant then offered an opportunity for questions and comments.

The neighborhood meeting attendees had general questions regarding: (1) garage parking data; (2) the relationship of the Property with the future residential uses within Del Rio; (3) potential for wash impacts; (4) vehicular access; (5) setbacks along the east perimeter of the community; and, (6) timing for construction. The applicant responded to attendee questions and provided a summary of the provided garage parking, mitigation techniques for wash impacts and neighbor adjacency, and expanded upon access to the site and timing for construction, which is anticipated to commence in 2022.

There was also a general discussion by attendees regarding concerns about the commercial site to the east (not owned by the applicant), however city staff advised that the city would review that issue. There was also a general question regarding contamination due to existing uses. The applicant advised that studies have been performed to review possible environmental issues and that the results have confirmed that there is no contamination occurring on-site that would be above a safe residential limit and that compliance with ADEQ requirements would be met.

To summarize, we are not aware of any community opposition or concerns at this time. The Applicant will continue to be available to discuss the proposal with interested parties throughout the application process.

D. Summary

The feedback received regarding the proposed project was generally positive. An issue was raised regarding uses occurring on an adjacent property to the east, however city staff advised that the city

would review that issue. The applicant will continue to be available to discuss the proposal with interested parties throughout the process.

Michelle Simerdla

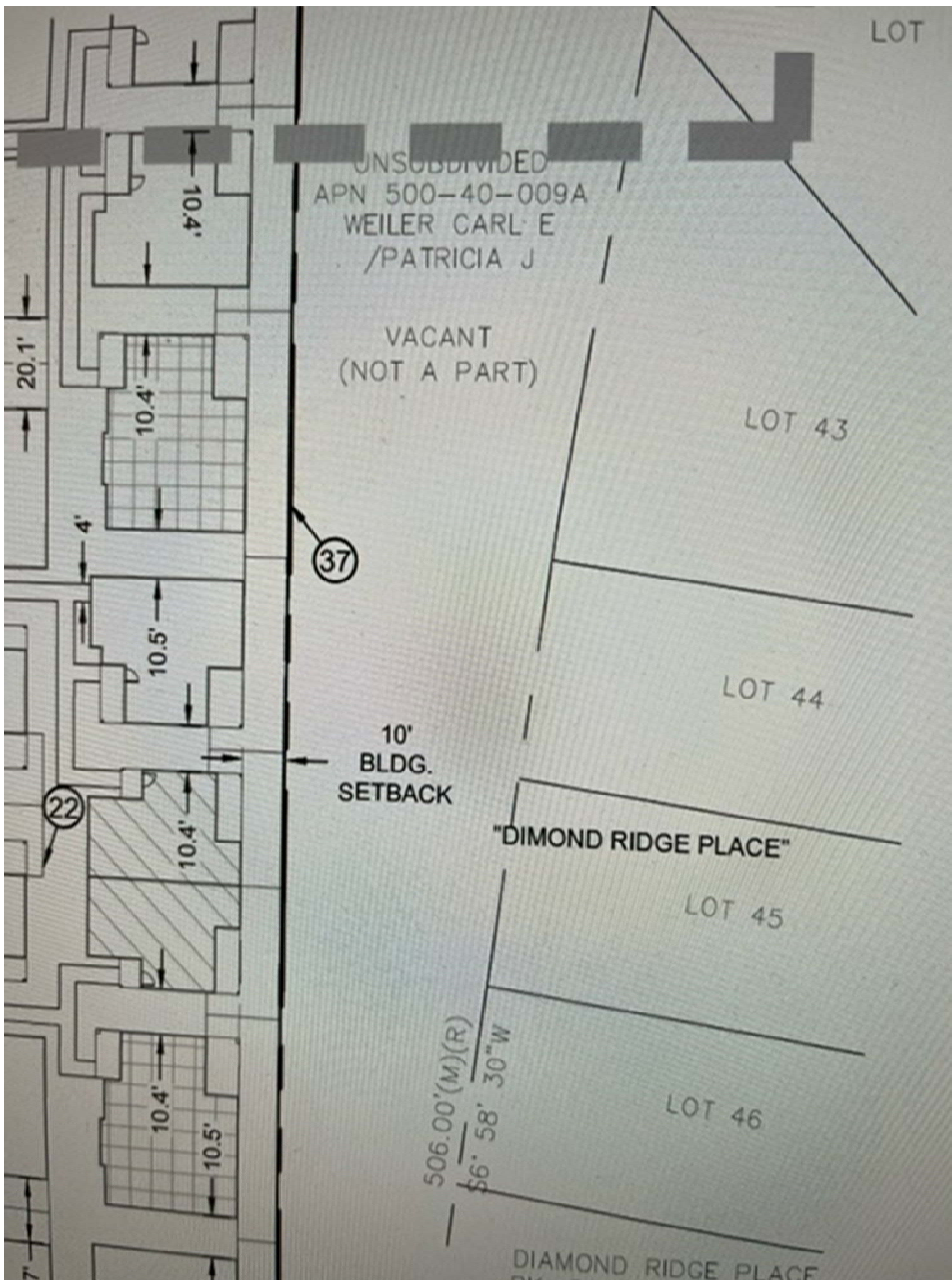
To: Paula Egan
Subject: RE: Residences at the Agua Fria project

From: Paula Egan [REDACTED]
Sent: Tuesday, December 21, 2021 2:25 AM
To: Michelle Simerdla <msimerdla@avondaleaz.gov>
Subject: Re: Residences at the Agua Fria project

 **This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.**


Hello Michelle Simerdia,

Thank you for getting back to me. Unfortunately, I missed the latest Zoom meeting on December 15th, 2021 concerning the “Residences at Agua Fria”. I was wondering, as I was looking at the civil engineering site drawings that Jim Stockwell gave me, what is being done with that odd triangle parcel 500-40-009A that is right between the two developments?



On the plans it says 'vacant not a part'. Is this to be landscaped or incorporated into the Sonoran Communities development or is it simply an abandoned parcel that will go to weeds? Why didn't Hacienda Builders put it into the Diamond Ridge development? Why isn't Sonoma Communities buying and developing it? I have always wondered about it when looking at maps of our area. I do wish that there was a wider easement on the western length of my neighborhood (Diamond Ridge) and this development, even just for a row of trees. BTW, I own the 'lot 53' in the Diamond Ridge neighborhood and am at the SE corner of this new proposed development.

Do you see this development being approved? The development plans keep changing through the years. There has been plans for a road with sidewalks and landscaping and now this row of roof lines. It IS better than the carnival rides and the row of Caterpillar tractors and whatnot a few years ago. The Del Rio III Phase keeps altering plans as well. If you have any details on Del Rio III status that would also be wonderful to have as well. Del Rio were doing groundworks, but progressed has ceased again. The plans for the public school is gone as well, probably thanks to all the charter schools.

One other concern, is there any smell problems or spill concerns with the sewer lift station on the south (SE) portion of the proposed development?

Sorry for the lengthy and all-over-ness of this email. I woke up and then my mind started worried thinking and so here we are.

Paula Egan

RESOLUTION NO. 1011-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY ± 7.16 ACRES GENERALLY LOCATED APPROXIMATELY 500 FEET WEST OF THE SOUTHWEST CORNER OF BUCKEYE ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-21-0335.

WHEREAS, the City of Avondale General Plan (the “General Plan”) was adopted by the Mayor and Council of the City of Avondale (the “City Council”) on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately ± 7.16 acres generally located approximately 500 feet west of the southwest corner of Buckeye Road and El Mirage Road, from Medium Density to High Density, as shown in Application PL-21-0335 (the “General Plan Amendment”); and

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

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

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment on December 15, 2021, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment on February 7, 2022.

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

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

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately ± 7.16 acres generally located approximately 500 feet west of the southwest corner

of Buckeye Road and El Mirage Road, as shown in Application PL-21-0335, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Medium Density to High Density.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1011-0222

[General Plan Amendment Map]

See following page.

**Legal Description
For
Minor GPA
The Residences at Agua Fria**

Located in the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner said Section 14;

Thence South 89°42'32" West, along the North line of said Northeast Quarter, a distance of 502.92 feet;

Thence departing said North line, South 00°17'28" East, a distance of 130.37 feet to the Point of Beginning;

Thence South 07°57'37" West, a distance of 275.88 feet;

Thence South 04°10'27" East, a distance of 300.00 feet;

Thence South 85°49'34" West, a distance of 432.76 feet;

Thence South 08°39'58" West, a distance of 136.34 feet;

Thence South 06°58'30" West, a distance of 506.00 feet;

Thence North 00°10'34" East, a distance of 1,202.56 feet;

Thence North 85°49'34" East, a distance of 527.67 feet to the Point of Beginning.

Containing 311,991.79 square feet or 7.16 acres, more or less.



N 1/4 COR. SEC. 14,
T 1 N., R 1 W.

NE COR. SEC. 14,
T 1 N., R 1 W.

BUCKEYE ROAD

S89° 42' 32"W 2643.78'

S0° 17' 28"E
130.37'

502.92'

POINT OF
COMMENCEMENT

POINT OF BEGINNING

N85° 49' 34"E

527.67'

S7° 57' 37"W
275.88'

S4° 10' 27"E
300.00'

N0° 10' 34"E
1202.56'

S85° 49' 34"W
432.76'

S8° 39' 58"W
136.34'

S6° 58' 30"W
506.00'



N.T.S.



AREA = 311,991.79 S.F. / 7.16 AC.



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

MINOR GPA

THE RESIDENCES AT AGUA FRIA
CITY OF AVONDALE

Project No. 1199
Sheet 1 of 1

Date : 10/07/21

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2008-0222 – The Residences at the Agua Fria –
Rezone – Application PL-21-0192

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development

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

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2008-0222, approving a request by Adam Baugh, Withey Morris PLC, on behalf of property owners Mattfeld Holdings LLC, Gisela and Carlos Roberto Blancas and Carl and Patricia Weiler, to rezone approximately 22.3 net acres located approximately 500 feet west of the southwest corner of Buckeye Road and El Mirage Road from Urban Residential-6 (R1-6), Rural Residential-43 (RR-43), and Diamond Ridge PAD zoning to The Residences at the Agua Fria PAD for a multi-family residential use. The Council will take appropriate action.

BACKGROUND:

The 22.3 net-acre subject property (Exhibits A and B) is located approximately 500 feet west of the southwest corner of Buckeye Road and El Mirage Road. The majority of the property was annexed into the City's corporate limits on August 3, 1976. There is a 4.11-acre parcel that is included as part of the project that is currently in the jurisdiction of Maricopa County, and there is a request in progress to annex this County parcel.

A portion of the site is developed with an industrial storage use known as Cashion Tank and Steel Co. The eastern portion of the site, four (4) parcels, is vacant and undeveloped with personal storage on the property. The triangular-shaped piece is vacant and undeveloped.

There are three (3) zoning designations for the property. Most of the site is designated as Urban Residential-6 (RI-6) (Exhibit B). The County parcel is designated as Maricopa County Rural-43, which allows for development of both farm and non-farm residential uses, farms and recreational and institutional uses. It will be assigned the comparable zoning designation of Rural Residential-43 (RR-43), the purpose of which is to encourage and preserve low-density residential developments with low intensity agricultural operations in a growing area, upon annexation. Lastly, a triangular-shaped parcel adjacent to the County parcel is zoned Diamond Ridge PAD but is an exception parcel to the Diamond Ridge single-family residential subdivision.

The site is designated by the General Plan 2030 Land Use Map (Exhibit C) as two (2) different designations. The western portion is designated as High Density Residential (HDR), which allows for densities up to 30 dwelling units per acre with housing products having limited private outdoor space and relying on shared or

common open space for recreation. Patio homes, apartments, condominiums, or townhomes are suitable for this land use. The eastern portion of the site is designated as Medium Density Residential (MDR), which allows densities that range from 2.5 to 4 single-family dwelling units per acre.

There is a concurrent request to amend the eastern portion of the site's General Plan land use designation from Medium Density Residential to High Density Residential to align with the goals in the General Plan and the existing HDR on the abutting property.

The existing uses and zoning of surrounding properties include:

- **NORTH OF BUCKEYE ROAD:** A residential development zoned Coldwater Springs PAD.
- **EAST:** A residential development zoned Diamond Ridge PAD.
- **SOUTH:** Vacant land zoned Del Rio Ranch PAD.
- **WEST:** Vacant land zoned Del Rio Ranch PAD.

A separate application to annex a portion of the subject property into the City of Avondale has been filed and is in process. The proposed Rezoning; however, may not be approved until the Annexation has been finalized.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property to Planned Area Development (PAD). The proposed The Residences at the Agua Fria PAD Narrative, included as Exhibit D, details permitted uses, development standards, landscaping and open space, design guidelines, and other requirements that will guide future development of the site.

The PAD proposes a for-rent, multi-family residential apartment community that includes 266 one-story, detached apartment units, some are duplex units, offering 1-bedroom small, 1-bedroom large, 2-bedroom, and 3-bedroom floor plan configurations with an overall density of 11.95 dwelling units per acre. The project also includes 15 carriage units over garages creating a two-story building. Approval of the Minor General Plan Amendment request changing the land use to High Density Residential, increasing the allowable density on the eastern portion of the site to up to 12 dwelling units per acre, is required to consider approval of this Rezoning request.

The homes will be arranged around several active and inactive open space areas and will include individual private backyards and front covered patios. Open space is provided throughout the project, with the most prominent open space being the amenity area that includes a clubhouse, pool, fitness center.

The community will be accessed by a full access driveway on Buckeye Road, a County roadway, and a secondary, right-in, right-out only access on Buckeye Road, as well as emergency access. The entrance will include a linear drive with a median that leads to the leasing office/clubhouse. Proposed improvements include two deceleration lanes into the project as well as widening the center turn lane.

Surface parking spaces and covered parking spaces exceed the minimum parking requirements.

Significant steps have been taken to ensure that the development incorporates a high quality, diverse mix of architectural styles similar to two other projects approved in Avondale, and greatly exceeds what has been provided on similar developments of this type built outside of Avondale. Three (3) elevation styles are proposed that include three (3) color schemes each. The elevation styles and colors will be altered from home to home to provide variety and placed on a curve to enhance the arterial streetscape.

The proposed PAD utilizes the City's Multi-Family Residential (R-3) zoning district as the basis for development standards within the community. However, because the apartment product is quite different from the more typical 2- and 3-story garden style apartment complexes that the R-3 standards were intended to guide, some modifications to those R-3 standards are needed to support the proposed development. These deviations include reducing the minimum building setbacks as follows:

front — 25 feet to 10 feet; side — 15 feet to 10 feet; rear — 25 feet to 10 feet; separation between buildings

with no common walls - 15 feet to 10 feet; and distance of 2-story building from a single-family zoning district from 75 feet to 70 feet. Other deviations include the following:

- Reduce the useable open space from 20 percent to 15 percent since a 10 percent rear yard open space will be provided, as well as a total of 25 percent overall open space. Typically, multi-family projects do not include private rear yards.
- Reduce the covered garages from 20 percent of required parking (494 parking spaces), which equates to 99 spaces, to 22.5 percent of the unit count, which equates to 60 garages since the amount of covered parking spaces provided (318) exceeds minimum requirements.
- Reduce the landscape setback adjacent to Buckeye Road from 20 feet to 0 feet. This allows the project to accommodate private backyard open space for its residents. The right-of-way on Buckeye Road ranges from about 90-113 feet in length and will be landscaped with trees and shrubs.
- Reduce the land use buffer between multi-family and single family uses from 15 feet to 10 feet. The homes along the perimeter of the site adjacent to single-family are single-story, detached, and duplex homes with private backyards versus a multi-story garden-style apartment building, which would necessitate a larger landscape buffer.

PUBLIC PARTICIPATION:

A neighborhood meeting was held on November 4, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting were completed at least fifteen days prior to the meeting as required. In addition to City Staff and the applicant's team, two (2) people attended the virtual meeting including one (1) Planning Commissioner. The applicant gave an overview presentation on the project, site challenges and constraints, and answered questions about the project. An overview of the discussion topics is outlined in the Neighborhood Meeting Summary, attached as Exhibit F.

All required notifications for the Planning Commission and City Council public hearings were completed.

One (1) comment was received on the City's aVOICE/Polco site:

Rezone and Build it. Enough with the dirt lots already. But if you are going to add to the population density, and thus automobile traffic in that area, then you need to have better traffic control at 119th Ave and Avondale Blvd. There are already too many vehicles using Buckeye Road because there is no freeway connection along northbound roads due to the train tracks and only three crossings for four miles of road. A major selling point would be a freeway to the south, but God only knows when ADOT will build that.

One comment (Exhibit G) was received via email from a neighboring property owner.

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on the request on December 15, 2021 and voted 6-0 to recommend approval of The Residences at the Agua Fria PAD subject to five (5) Staff-recommended conditions.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The LESD no longer assigns students to particular elementary schools based upon geographical location. As such, elementary-age students living in the future The Residences at the Agua Fria community will have an opportunity to choose which school they will attend within the LESD system. Estrella Vista Elementary, generally located 0.4 miles southwest of the southwest corner of Avondale Boulevard and Buckeye Road, is geographically closest to The Residences at the Agua Fria property. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street.

LESD has provided the City with a Certificate of Adequate School Facilities signed by their Superintendent (Exhibit E) which states that the district does not have adequate capacity to accommodate the estimated enrollment of the proposed The Residences at the Agua Fria development. Please see Exhibit E for a

summary of the school district's needs. A school site within the proposed development is not needed. The developer is working with the school on this matter.

TIJHSD has provided the City with a Certificate of Adequate School Facilities signed by their Superintendent (Exhibit E) stating that the district has adequate capacity and no school site within the development is needed.

ANALYSIS:

The proposed The Residences at the Agua Fria PAD with a density of 11.95 acres is in conformance with the existing High Density Residential designation on the western portion of the property, and the requested High Density Residential land use designation on the eastern portion of the property.

Additionally, the PAD furthers several goals of the General Plan, most notably:

- General Plan Land Use Element Goal #1, Policy C: "Diversify Avondale's housing stock by providing for varied residential types. The proposed The Residences at the Agua Fria is a residential concept that will be the first few of its kind in the City of Avondale, combining the convenience of apartment living with benefits typically reserved for single-family homes, such as private rear yards.
- General Plan Land Use Element Goal #1, Policy D: "Enhance the attractiveness of infill parcels as an option for new development throughout Avondale." The subject property includes a blighted industrial development and vacant land that will benefit from redevelopment.

Open space is provided throughout the project, with the most prominent open space being the amenity area that includes a clubhouse, pool, fitness center.

Sufficient vehicular access to the gated community will be provided via two (2) entrances from Buckeye Road. One (1) pedestrian gate has been provided, just south of the primary entrance to the development.

The developer will need to construct driveway entrances, deceleration lanes for both entrances, and widen the center turn lane on Buckeye Road to accommodate the full access driveway. Buckeye Road is in the jurisdiction of Maricopa County and will need to coordinate with Maricopa County Department of Transportation (MCDOT) on requirements and permits.

All drive aisles internal to the development will be private. The property owner/manager will be responsible for all maintenance of these private streets and associated facilities. Internal circulation has been reviewed by the City's Fire Marshal and deemed satisfactory.

Permitted Uses

The uses proposed by the PAD are the uses allowed in the City's R-3 zoning district. The uses allowed in the R-3 district are fully consistent with the existing and proposed High Density Residential designation and are appropriate within a future multi-family residential community.

Development and Design Standards

The proposed multi-family residential development is a hybrid between a multi-family residential apartment complex and a compact, single-family residential development. Because of the uniqueness of this concept, none of the City's zoning districts contain development standards perfectly suited to this type of proposal. As such, the applicant has proposed several modifications to the base R-3 standards. The applicant's justification for the proposed modifications can be found on page 6 of the PAD Narrative (Exhibit E). In all instances, Staff concurs with the applicant's justification and supports the deviations as proposed.

Site design, architecture, landscaping, and open space within The Residences at the Agua Fria development meets or exceeds the expectations within the Zoning Ordinance and Multi-Family Residential Design Manual, except as noted above. The proposed building elevations and color/material schemes contained in the PAD provide for a significant amount of variety within the development, resulting in three (3) different architectural

styles and three (3) color scheme combinations. This variety will ensure that the community presents an attractive appearance from inside the side as well as from Buckeye Road.

DISCUSSION:

1. The proposed Residences at the Agua Fria PAD is in direct conformance with the existing and proposed General Plan Land Use Map designation of High Density Residential.
2. The proposed Residences at the Agua Fria PAD is in conformance with the Multi-Family Residential Design Manual.
3. The proposed Residences at the Agua Fria PAD will result in compatible land use relationships.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.

The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

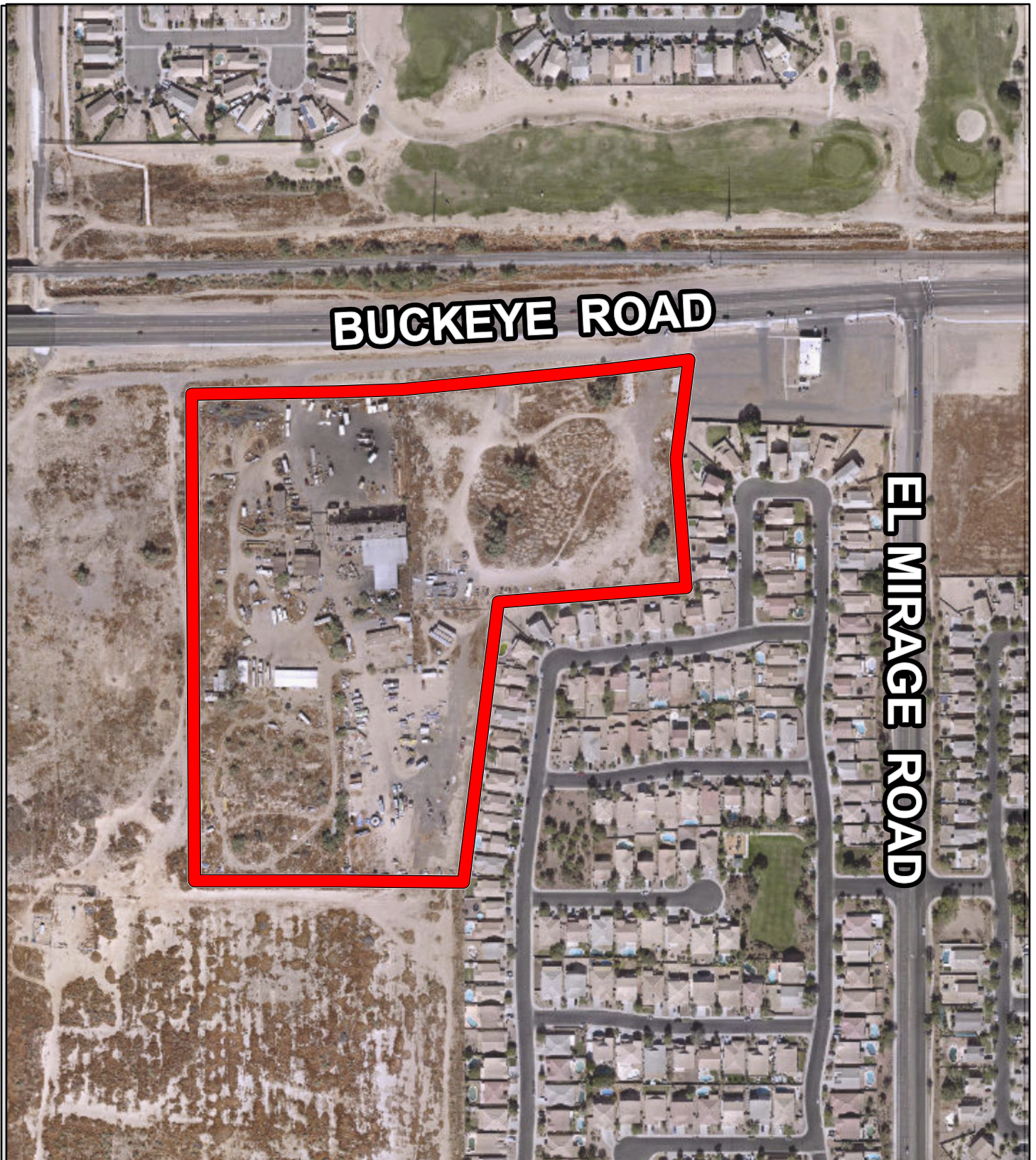
No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** an Ordinance approving Application PL-21-0192 The Residences at the Agua Fria, a request to Rezone approximately 22.3 net acres located approximately 500 west of the southwest corner of Buckeye Road and El Mirage Road from Urban Residential-6 (RI-6), Rural Residential-43 (RR-43), and Diamond Ridge PAD to The Residences at the Agua Fria PAD, subject to the following five (5) conditions of approval:

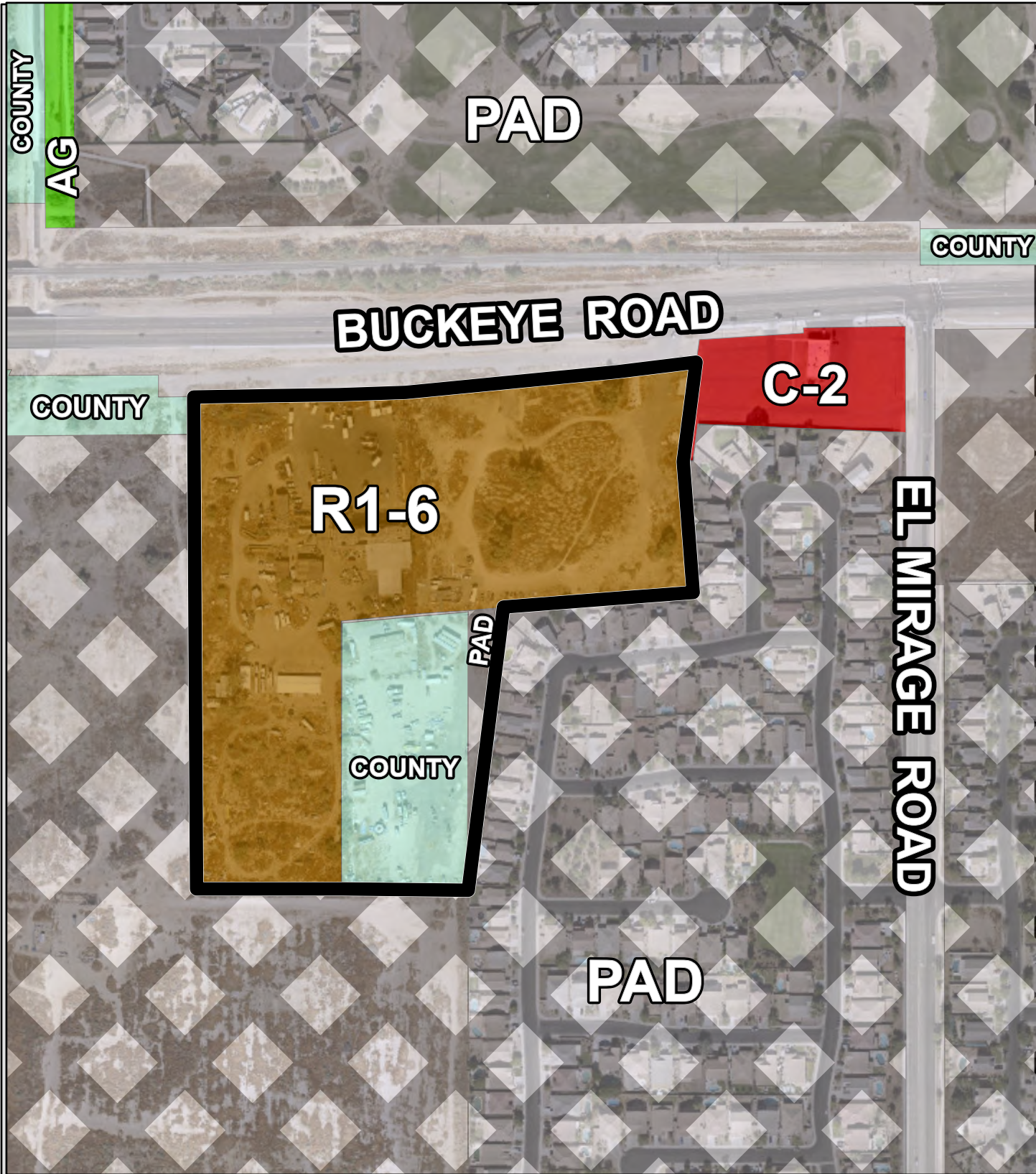
1. Development shall substantially conform to The Residences at the Agua Fria PAD Narrative and exhibits thereto, electronically date stamped November 16, 2021, except as modified by these conditions.
2. The approved plans shall expire two (2) years from the date of this approval, unless a construction permit has been issued.
3. Approval of a Minor Land Division (MLD) will be required prior to the City issuing any permit for construction of the proposed The Residences the Agua Fria development. The MLD shall:
 - a. Combine all lots.
 - b. Dedicate rights-of-way, public utility easements, and other easements as needed.
4. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
5. All required off-site improvements shall be completed in the first phase of development prior to issuance of the first Certificate of Occupancy for the project.

Contact person for document distribution: Michelle Simerdla



Aerial Photograph



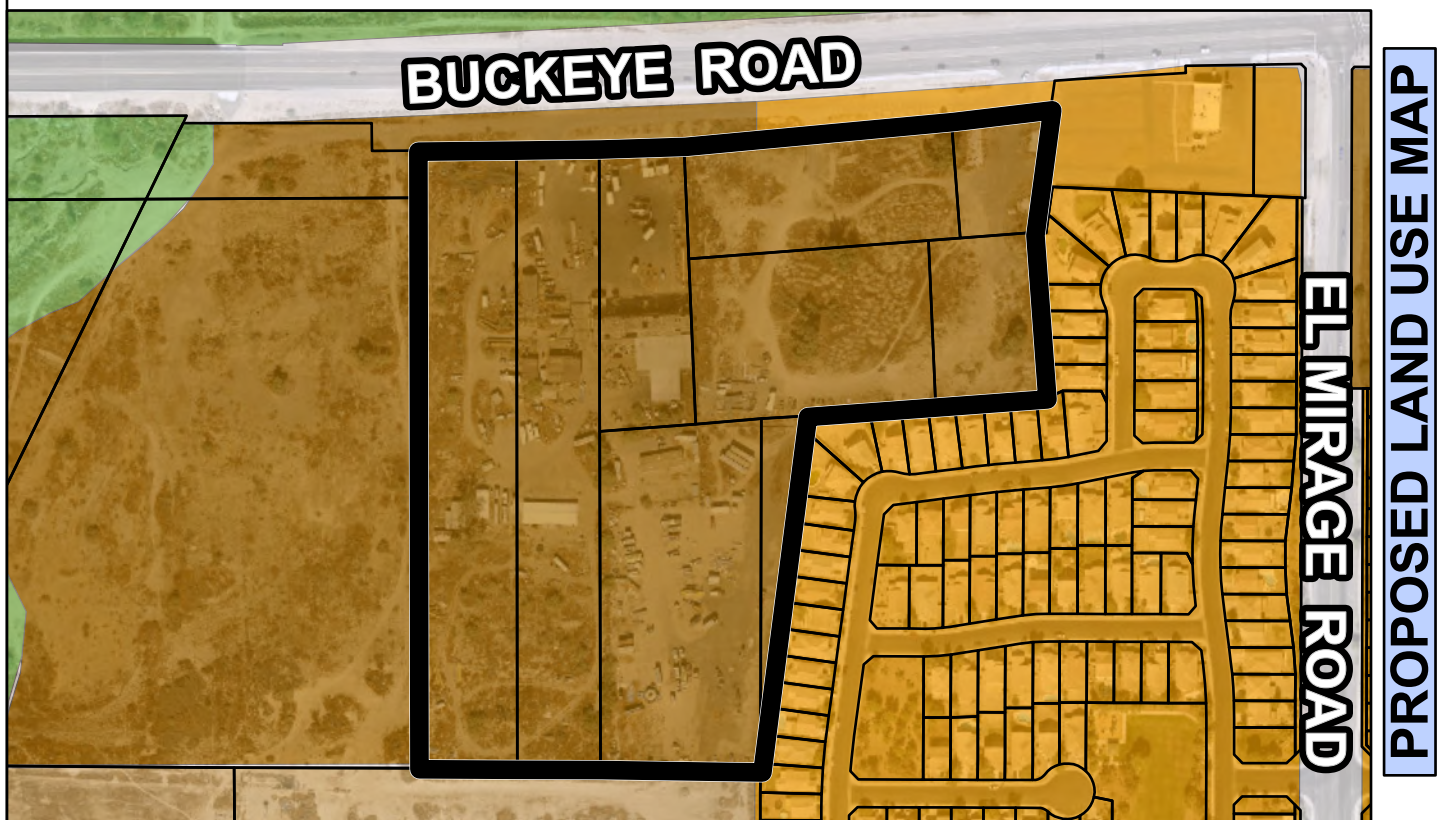
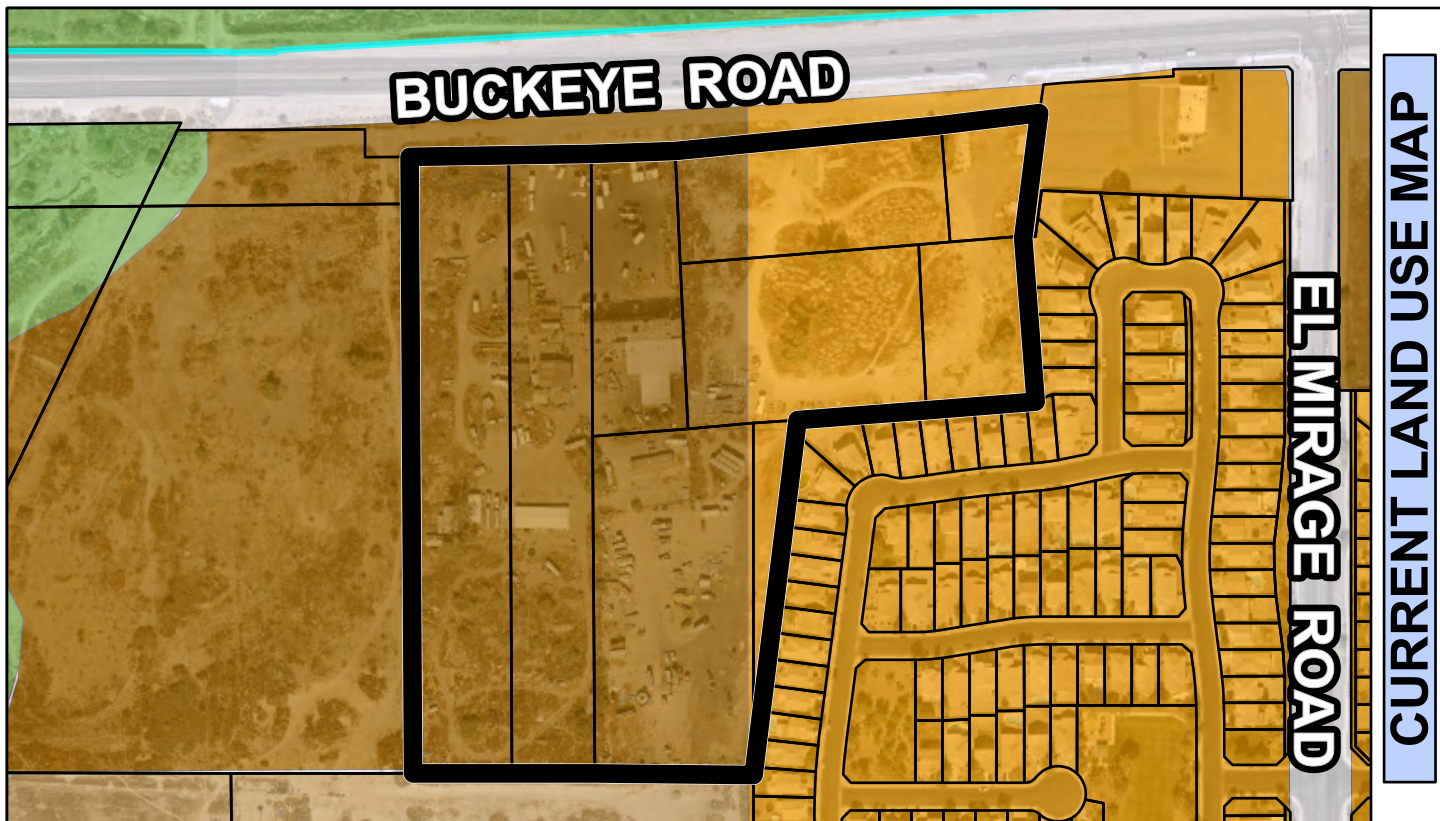


Zoning Vicinity



Project Location





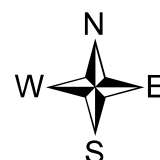
General Plan Land Use



- Estate/Low Density Residential
- Medium Density Residential
- High Density Residential



Subject Property



SONOMA
COMMUNITIES

THE RESIDENCES AT AGUA FRIA

PAD Narrative

Final Submittal: November 2021
3rd Submittal: October 2021
2nd Submittal: August 2021
Submitted: May 2021



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TABLE OF CONTENTS

A. Introduction	4
B. Request	4
C. Project Overview	4
D. PAD Permitted Uses	5
E. Development Standards	5
F. Residential Design and Architecture	7
G. Design Guidelines	8
H. Site Plan Details	9
I. Landscaping and Open Space	10
J. Infrastructure	10
K. General Plan Conformance	12
L. Conclusion	12

LIST OF EXHIBITS

1. Aerial and Vicinity Map
2. Zoning Map
3. General Plan Map
4. Site Plan

A. Introduction

Sonoma Communities (“Sonoma”) plans to develop 22.26 net acres located approximately 460 feet west of the southwest corner of Buckeye Road and El Mirage Road (the “Property”). The property is composed of nine parcels and is surrounded by residential land to the east, vacant residential land to the south and west and a golf course to the north, beyond Buckeye Road. See Vicinity Map and Aerial Map attached at **Tab 1**.

The Avondale General Plan land use map designates the majority of the property as “High Density Residential” and “Medium Density Residential.” A small portion of the property at the south is designated as “Medium/High Density Residential.” A minor General Plan Amendment is being concurrently processed to re-designate the “Medium Density Residential” portion of the Property to “High Density Residential”. The existing zoning for the Property is Urban Residential (R1-6) and County RU-43, with a small .56-acre portion which is zoned PAD; one parcel of the Property is currently within Maricopa County and will be annexed into Avondale. See current Zoning Map at **Tab 2** and General Plan Land Use Map at **Tab 3**.

The majority of the Property is currently utilized for industrial uses which has been allowed over the years although not compatible with the surrounding area. Its present condition is an eyesore for the area and need of revitalization. At the same time, the property has some significant drainage, parcel shape and environmental impacts, offsites as well as distance from utilities, that have limited its development potential. Fortunately, Sonoma Communities is able to address these items through creative planning and design, and new land use entitlements, that will position this property for a high-quality development along Buckeye Road.

To this end, the applicant is requesting to rezone the subject property from Urban Residential (R1-6), County RU-43 and PAD to Planned Area Development (“PAD”) with underlying Multi-Family Residential-3 (R-3) uses to allow a new residential rental community that offers single-family homes with private outdoor patio spaces for lease. The Applicant seeks to develop the Property in accordance with the R-3 zoning districts with modified development standards to create a superior level of expectation along this corridor. A 3.77-acre portion of the subject property will be annexed into the City.

B. Request

This application requests to rezone the Property from Urban Residential (R1-6), PAD and County RU-43 to Planned Area Development (“PAD”) with underlying Multi-Family Residential-3 (R-3) zoning.

C. Project Overview

The intent of the Residences at Agua Fria PAD is to allow a high-end rental home community. The PAD proposed some modified development standards to ensure appropriate flexibility necessary to address and design around some of the inherent site constraints.

The PAD proposes a single-family rental home community that will offer a total of 266 homes in 1-bedroom small, 1-bedroom large, 2-bedroom and 3-bedroom configurations with an overall density of

approximately 11.95 du/ac including 15 carriage units located over the garages. While the vast majority of the homes are single story, fifteen (15) will be two-story carriage units located above a garage, which will further diversify the community's housing options.

The Residences at Agua Fria will offer the benefit of a single-family home lifestyle without the cost, hassle of maintenance or the long-term commitment of a mortgage. Residents will enjoy the amenities and property management services of a high-end multi-family development without the confines of apartment living. Retirees, empty nesters, military service members and millennials are looking for a less burdensome lifestyle that is more "lock-and-leave" and does not require the typical maintenance of traditional living. Additionally, residents are looking for a diversity of housing that can accommodate a variety of lifestyles and transitions. This housing option has gained tremendous popularity in the recent years and serves an emerging market segment. The Residences on Agua Fria is a community where residents can live free of the maintenance and cost obligations of traditional homeownership.

As noted above, the Property is surrounded by residential land to the east, vacant residential land to the south and west and a golf course to the north, beyond Buckeye Road. The proposed community will be an overall improvement for the site, given the existing non-conforming use that exists today. The community will feature appropriate screening, including a six-foot-tall privacy block wall along the east perimeter of the site, to ensure compatibility with the existing residential to the east. Additionally, all homes on the east perimeter will be limited to 1-story, furthering the compatibility of this proposal with the area.

The cottage, desert modern and farmhouse architecture include substantial front porches that deliver an attractive product to the marketplace. All units will be single story, however a small number (15) of two-bedroom carriage units will be provided over garages. The proposed community has a residential scale that is appropriate for the surrounding area. Further, this development offers multiple types of highly stylized homes with enhanced architectural elements. The overall architectural design emphasizes the use of interior natural light, spacious open floor plans and high ceilings.

This development proposal aims to provide convenient access to services in the area, employment opportunities and amenities. The proposed plan will create an intimate community designed to foster connections and caring relationships amongst other residents by a series of interconnected trails and view corridors along with gathering spaces for all residents.

D. PAD Permitted Uses

Permitted R-3 land uses include: 1) Residential Units, 2) Accessory Vehicle Garages and Canopies, 3) Leasing office, 4) Residential Clubhouse and Community Pool, and 5) Accessory resident storage buildings.

E. Development Standards

Development of the Project shall conform to the standards set forth in the R-3 Zoning District of the Avondale Zoning Ordinance and the standards set forth in this PAD Amendment. Should a conflict between the Zoning Ordinance and this PAD, the less restrictive standard shall apply.

Table A: Residential Development Standards Table

	R-3	PAD
Density	267: 1 unit for every 3,630 sf net site area	266: 1 unit for every 3,630 sf net site area
Min. Lot Width	50'	50'
Min. Lot Depth	100'	100'
Max. Height	30'	Single-Story Units: 25' Garage/Carriage Units: 30' Leasing Office/ Club House: 30'
Max. Lot Coverage	45%	45%
Min. Yards		
Front	25'	10'
Side	15'	10'
Rear	15'	10'
Street Side	20'	N/A
Minimum Separation Between Buildings (With No Common Walls)	15'	10'*
Minimum Distance of Two-Story Buildings from a Single-Family Residential Area or District	75'	70'
Landscape Setback Adjacent to Buckeye Road	20'	0'
Land Use Buffers Adjacent to Single-Family Residential	15'	0'
Open Space (Min.)	20%	Usable Common OS: 15% Private Rear Yard OS: 10% Total Open Space 25%
Covered Garages	20% of Required Parking	22.5% of Unit Count

*Zero (0) feet for buildings with common walls; ten (10) feet for buildings with no common walls.

Deviations & Justification

The requested development standard deviations are necessary to allow some flexibility from rigid multi-family standards including for garages, building separation, open space, and perimeter setbacks and buffers, which are more applicable for traditional multi-family apartment development (i.e. garden style apartments).

- A. Garages: The community will exceed the minimum covered parking requirements, which is important for the tenant base. In order to accommodate an excess of covered parking, which is a benefit to a meaningful number of residents, a deviation is requested to allow for covered garages for 22.5 percent of units.
- B. Open Space: The applicant requests a deviation to count the private rear spaces as part of its open space calculations. Typically, multi-family communities do not provide private rear yard spaces and so the 20% requirement should be reconsidered with this unique type of development. The applicant provides a private amenity not normally provided and therefore should be considered

as part of the overall amenity calculations.

- C. Yard, Landscape Setback and Landscape Buffer Deviations: This development seeks reduced yard setbacks, a reduced landscape setback along Buckeye Road and reduced landscape buffers along the perimeter of the Property adjacent to residential, all of which are necessary in order to achieve the superior characteristics of the community—including private backyard open space. In lieu of traditional landscape buffers which are more commonly associated with garden style apartments, this development will provide single story buildings along the perimeter of the site and rear private yards, more consistent with single family living. Additionally, the landscape setback for Buckeye Road is reduced to 0' due to the extensive frontage road between Buckeye Road and the Property, which will serve as a meaningful buffer. The requested deviations will not be detrimental to community residents or surrounding property values. Additionally, with very little frontage on Buckeye Road, the minor deviation will not be perceivable from public right-of-way.

F. Residential Design & Architecture

The Residences at Agua Fria has a higher-quality focus on single family living with single-story and some carriage style rental homes complete with individual private yards, front covered patios, courtyard concept land plan and resort-like amenities all within a lush landscape palette (still low water tolerant) and detailed architectural vernacular like patio homes for lease under twenty-four-hour professional management. A very small number of the homes (15) will be two-bedroom carriage units located over the garages.

The homes will be arranged around several active and inactive space areas, with a dog park, multiple barbecue stations, fire pits, pool and indoor amenity areas, creating a gathering place for residents and cultivating a sense of community. Covered, uncovered and garage parking for residents and guests will be provided within a looped private drive for convenient access to each residential unit. The proposed project will feature a lush, drought-tolerant landscape palette consistent with the area.

Every home in the community will be single-story in a modern, open floor plan design with high ceilings, abundant natural light, and a private outdoor patio and backyard except for a small number of two bedroom carriage units (15) located over the garages. Private rear yards throughout the development make up a significant portion of private open space. Each home will incorporate energy efficient design, full smart home automation and will feature high-end finishes and appliances. The homes will be designed in cottage and desert contemporary style, utilizing pitched roofs and clustered architectural themes to create a unique residential environment.

Each single-story floor plan will have 3 elevation types to provide diversity of design and improve aesthetics. Two (2) elevation types are provided for the carriage units given the predominance of other unit types. The Residence Club / leasing office building will provide a central gathering area for residents and their guests. The Leasing Office will provide a central location for residents and potential residents to view available residences. Garage and resident storage buildings are available to residents only. All buildings are single story other than the few (15) aforementioned two bedroom carriage units. Homes will meander back and forth through the community streets to create a sense of depth and architectural interest while avoiding the feel of an entry level production home subdivision where all homes are lined up in a straight line on each street.

The unique open space areas, scattered throughout the project, deep backyards and significant front and porches are signature elements of this concept. Homes are being designed to include oversized rear sliding glass doors, large marble or natural stone kitchen islands and backsplashes, a great room, larger livable interior space, upgraded stainless steel appliances, technology packages, valet-trash, onsite storage and enclosed garages.

G. Design Guidelines

The Residences at Agua Fria is designed with enhanced four-sided architecture. The landscaping along the streetscape will aid in transitioning uses from the building into the pedestrian experience. In addition to the attractive design of the buildings, the proposed density, building height, lot coverage, open space and landscape setbacks meets (or is less intensive than) the underlying zoning district standards. Further, the design elements have been carefully chosen to further the relationship between the homes and the surrounding environment. In addition, the developer has taken great care in designing an entry that feels more like a small, single family community than a traditional multifamily one.

Architectural Elements and Details

The architectural designs of the buildings will utilize building forms and colors consistent with the chosen architectural styles – Cottage, Farmhouse and Desert Modern. Style specific coach lights and entry doors have also been incorporated to blend well with each style, while window grids remain consistent to maintain the character of each elevation on all 4 sides. All elevation styles include 3 colors to be mixed between the main body, accent body/trim and fascia/entry doors/shutters.

Other features of each style may include the following:

Cottage

- Gables with accent color and brackets
- Traditional coach lights to accent address blocks
- Plank Shutters located on prominent windows
- Oversize entry columns or pilasters with base and head wraps
- Defined head, jamb and sill pop-out trim on all windows

Farmhouse

- Gables with board & batten accent color
- Gable end corbels reminiscent of farm house vernacular
- Farmhouse style coach lights to accent address blocks
- Plank Shutters located on prominent windows
- Oversized entry columns or pilasters with clean profiles
- Clean pop-out trim on all windows

Desert Modern

- All hip roofs with key massing elements raised above main eave line
- Horizontal banding with color highlighted panels
- Contemporary coach lights to accent address blocks
- Plank Shutters located on prominent windows

- Oversize entry columns or pilasters with base and head wraps
- Clean pop-out trim mixed with horizontal banding at all windows

Elevation styles and colors will be alternated from home to home.

H. Site Plan Details

Product

The community will offer a total of 266 homes in small 1-bedroom (18), large 1-bedroom (92), 2-bedroom (128), 2-bedroom carriage (15), and 3-bedroom (13) configurations with an overall net density of 11.95 du/ac. The development proposal is a mix of 1-bedroom small (554 livable sf), 1-bedroom large (671 livable sf), two-bedroom detached (975 livable sf), two-bedroom carriage (1,242 livable sf), and three-bedroom detached homes (1,249 livable sf).

Streetscape

Building setbacks along Buckeye Road (10') meet city requirements. A 6-foot wide sidewalk currently exists adjacent to the existing curb, portions will be replaced adjacent to the new deceleration lanes to match the existing sidewalk.

Access

The primary entrance to the Property will be full access from Buckeye Road, with a secondary right-in/right-out access onto Buckeye Road. The primary access and street frontage will feature an enhanced landscape setback with trees and a landscaped driveway median.

Circulation

The site has two access points onto Buckeye Road. The primary entrance will be centered and gated. The secondary access will be right-in/right-out only, as well as emergency access. The homes will be arranged around a central open space greenbelt, dog park, pool and indoor amenity area. Parking for residents and guests will be provided within a looped private drive for convenient access to each residential home.

Refuse

Enclosed trash dumpsters are provided throughout the development. Trash layout will utilize a single direction collection path.

Parking

494 parking spaces are required including 53 visitor parking spaces; 506 are provided (446 surface spaces and 60 garages). Garage spaces have exterior storage spaces to ensure garage spaces can adequately park cars. See **Tab 4**, Conceptual Site Plan. The code requirements related to EV parking spaces and capabilities will be complied with.

I. Landscaping & Open Space

Landscape Theme and Details

Thoughtfully designed monuments and fences will help create a rural feel to the community. The plant palette will consist of regionally adapted species that will provide a lush feel to the landscape while still functioning as a low water use design. This includes ample shade trees over pedestrian routes and thornless plant material that will make all open spaces comfortable and inviting.

Open Space Concept

The Residences at Agua Fria community is designed to cater to active lifestyles and primary circulation routes are planned from each courtyard or home to the common open spaces. In addition to the fitness amenities available to residents, landscaped walking paths wind through the development. The development will provide approximately 25.9% total open space, roughly 5.76 acres overall. This includes usable open space (15.72%), private rear yard open space (10.18%) and general landscape areas between buildings. As noted above, the applicant requests a deviation to count the private rear spaces as part of its open space calculations. Typically, multi-family communities do not provide private rear yard spaces and so it is appropriate to reconsider the 20% requirement with this unique type of development. The applicant provides a private amenity not normally provided and therefore should be considered as part of the overall amenity calculations. Together with the unique private backyard open space, quality amenities will be provided for the development, as described below.

The community incorporates some pocket park/courtyard planning techniques into its site plan which will contribute to a more livable environment. Enhanced paving is proposed to make the areas between building entrances feel more like a courtyard which may include turf and seating areas. A significant amount of open space is provided (including active areas for games (Bag Toss, etc.), barbecue stations, fire pits, dog park, and more.

Entrance Design Concept

The community is entered via a long, linear entry drive that is tree lined on both sides and in a median. The front façade of the leasing office/clubhouse becomes the focal point framed with open space and amenities on the sides and behind the building. Thoughtful entry monumentation will welcome residents and their guests.

Perimeter Walls and Signs

Walls and fencing will be decorative block walls as shown on the Thematic Detail Exhibit.

J. Infrastructure

Roadway Improvements

Buckeye Road is the only adjacent public roadway to the community. Two (2) driveway entrances are

proposed via Buckeye Road to access the community. The main (west) entrance is proposed to be a full access entry that will allow movement in all directions. The secondary (east) access will be restricted to a “right-in / right-out” movement. Buckeye Road is under the jurisdiction of Maricopa County. Proposed improvements consist of widening the existing roadway to provide deceleration lanes at both entrances and restriping of the existing lanes to provide a wider striped center turn lane to accommodate the full access movement at the main entrance. Typical driveway apron improvements including a directional divider at the secondary access will be constructed along with the replacing portions of the existing 6’ wide sidewalk along the new deceleration lanes.

Utilities

The Del Rio subdivision to the south of the Community will include improvements for a new 8” public water line, which the Community will tap in to. We anticipate that the Community will be required to extend an additional water main within West Buckeye Road to provide a looped supply to the Community. We estimate that line to be a new 12” water line.

The Del Rio subdivision will also include improvements for a new 8” sewer, which will allow for the Community to stub into sewer; however, that sewer line will be shallow and necessitate the construction of a private lift station on-site to accommodate the Community’s flows.

Any existing onsite utilities including power & gas that serve the existing industrial use will need to be relocated to accommodate development of the Community.

Grading and Drainage

Grading and drainage will adhere to City of Avondale land development standards and retain the 100-year 2-hour storm event. The site generally drains in a southwesterly direction to the Agua Fria. A series of storm drains will capture and convey storm water runoff to both underground chambers and surface retention basins. A series of drywells will be installed to dissipate storm water within 36 hours. The ultimate outfall of the site will be at the southwest corner at a location that is coordinated with the design of the Del Rio subdivision.

Required Off-sites

Significant offsite improvements include the extension of a new 12” waterline within Buckeye Road, deceleration lanes at the entrances, restriping of Buckeye Road for a turn lane, driveway entrances and sidewalk improvements.

Phasing

The development will be built in one phase. The intent is to install infrastructure and improve the street frontage, access way, and retention basins. Plans for individual buildings will be submitted to the City of Avondale to ensure proper and orderly development.

Left intentionally blank

K. General Plan Conformance

The proposed multifamily development is consistent with the Avondale General Plan. The Avondale General Plan land use map designates the majority of the property as “High Density Residential”. A small portion of the property at the south is designated as “Medium/High Density Residential.”

High Density Residential contains densities up to 30 dwelling units per acre. Per the General Plan, “these residences have limited private outdoor space and rely on shared or common open space for recreation. Patio homes, apartments, condominiums or townhomes are suitable for this land use.”

In this instance, the proposed development perfectly fits the definition and intent of the land use category and hence, the proposed development is in conformance with the designation.

L. Conclusion

This rezone provides the highest and best use for a severely challenged site. This is an excellent low-impact housing option for new residents to Avondale and is more closely aligned with the City’s General Plan map. Abundant landscaping and planned open space is provided, along with ample parking throughout the site. The building elevations provide rich and durable building materials. Sonoma Communities looks forward to bringing a high quality community to Avondale.

TAB 1

Site Aerial Map



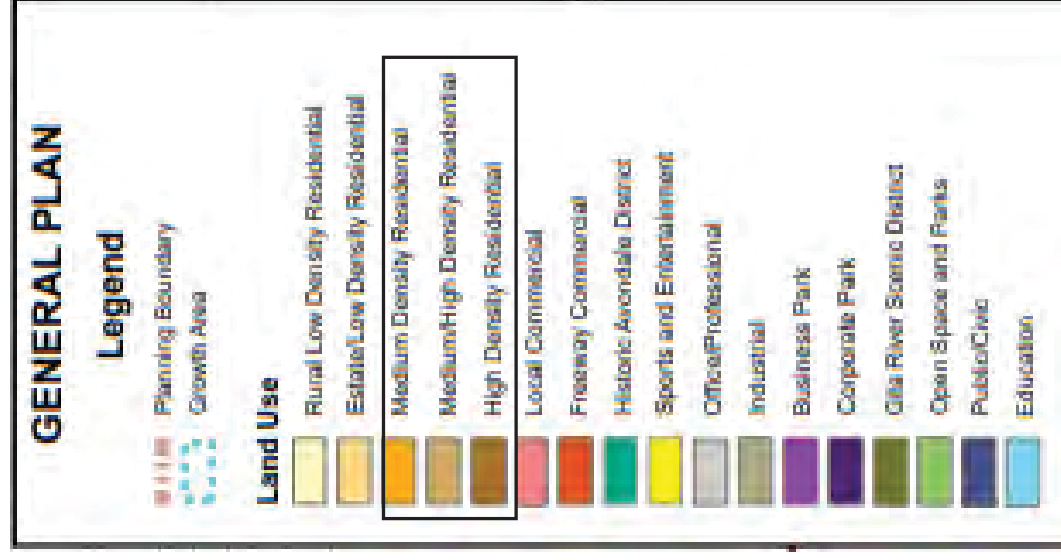
TAB 2

Existing Zoning Atlas Map



TAB 3

Existing General Plan Land Use Map



TAB 4



THE RESIDENCES
AT AGUA FRIA

SITE PLAN

SONOMA
COMMUNITIES

DATE	DESCRIPTION
10/06/21	1ST SUBMITTAL
CHECKED BY:	TBL
DRAWN BY:	WMMK
TITLE:	
SITE PLAN 1	
SHEET No.	
2	of 4
PROJECT No.	
1199	

KEY NOTES

- | | |
|------|--|
| 1. | ENTRANCE MONUMENT SIGN |
| 2. | DRIVEWAY ENTRANCE POOR C.O.G. STD. DETAIL G-48 |
| 3. | VEHICLE CALL BOX & DIRECTORY |
| 4. | WALKWAY TO POOL RESTROOMS |
| 5. | MAILBOXES |
| 6. | POOL |
| 7. | POOL EQUIPMENT AREA |
| 8. | TRAMP AREA |
| 9. | BBQ |
| 10. | DOGS PARK AND AMENITIES |
| 11. | DOGS PARK C.O.G. STD. DETAIL G-48B |
| 12. | VEHICLE ACCESS DATE |
| 13. | PEDESTRIAN ENTRANCE DATE |
| 14. | DECORATIVE PAVEMENT (STAMPED ASPHALT) |
| 15. | METAL PARKING SPACE CANYOPY |
| 16. | 2' HIGH VINYL FENCE |
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| 99. | 2' HIGH VINYL FENCE |
| 100. | 2' HIGH VINYL FENCE |

LEGEND & ABBREVIATIONS

- [illegible]



SCALE IN FEET



THE RESIDENCES AT AGUA FRIA

SITE PLAN

SONOMA
COMMUNITIES



DATE	DESCRIPTION
10/08/21	1ST SUBMITTAL

CHECKED BY: TEL

DRAWN BY: JMM

TITLE:

SITE PLAN 2

SHEET No. 3 of 4

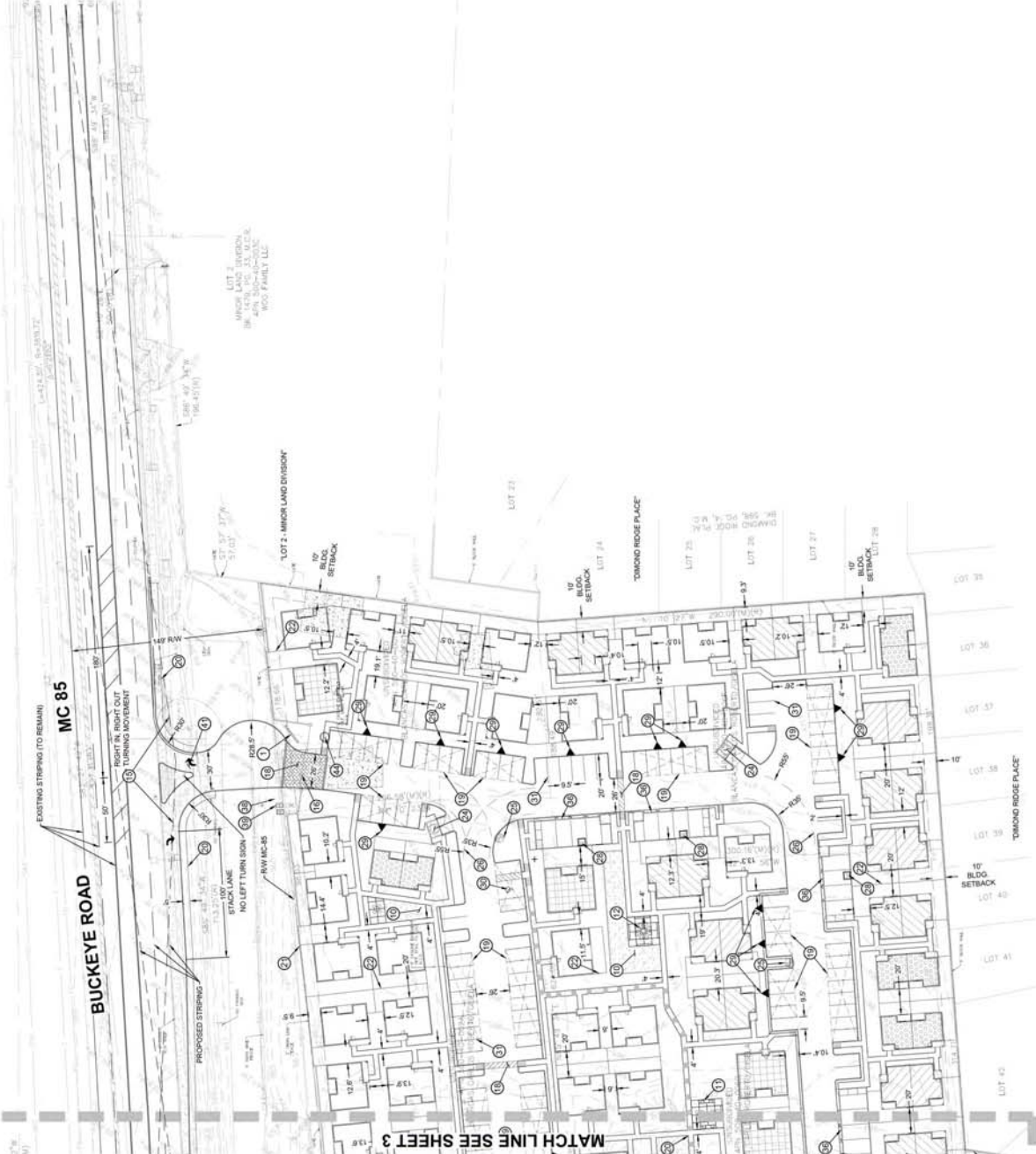
PROJECT No. 1199

KEY NOTES

- ENTRANCE MONUMENT SIGN
- ENTRANCE MONUMENT SIGN
- VISITOR CALL BOX & DIRECTORY
- LEASING OFFICE/POOL RESTROOMS
- MAILBOXES
- POOL EQUIPMENT AREA
- SPA
- TURF AREA
- BIRD
- DOG PUNK AND AMENITIES
- SHORT DISTANCE PER C.O.G. STD. DETAIL G-448
- VEHICLE ACCESS GATE
- VEHICLE PARKING GATE
- DECORATIVE PAVEMENT (STAMPED ASPHALT)
- METAL PARKING SHADE CANOPY
- SEDEWALK WITH AS NOTED
- 8' HIGH CMU TIERED WALL - OFFSET WHERE SHOWN ON PLAN
- TRASH ENCLOSURE PER C.O.G. STD. DETAIL G-934
- FIRE HYDRANT (MAX 300 SPACING)
- EV CHARGER STATION
- EV CHARGER LOCATION
- PARKING STALL (11' X 20' MIN. W/ 2' OVERHANG & 9' STRIPED SIDEWALK)
- PLAYGROUND
- BENCH
- SCREEN WALL
- GARAGE
- RETAINING WALL WITH 6' PRIVACY WALL
- IRRIGATION METER
- MAN ACCESS, FULL MOVEMENT ENTRANCE
- SECONDARY ACCESS, RIGHT IN RIGHT OUT
- LOW IMPACT DESIGN ELEMENT (LED)
- EXISTING WELL TO BE ABANDONED.

LEGEND & ABBREVIATIONS

BLOG	BUILDING	BACK OF CURB
ESMT	EASEMENT	OPEN SPACE
FC	FACE OF CURB	SEDEWALK
LS	LANDSCAPE	SETBACK
PUE	PUBLIC UTILITY	EDGE OF
PROP	PROPOSED	COMPACT
ROW	RIGHT-OF-WAY	PARKING SPACE
BOUNDARY	EX PROPERTY LINE	
CENTERLINE	SETBACK	
EASEMENT		
FENCE		
ACCESSIBLE ROUTE (5' SIDEWALK)		
STREET LIGHT		
PROPOSED FIRE HYDRANT		
SEDEWALK RAMP		
CANOPY (WIDTH VARIES)		
LOW IMPACT DESIGN ELEMENT		
EV CHARGERS		
EV CABLE		





THE RESIDENCES
AT AGUA FRIA

SITE PLAN

SONOMA
COMMUNITIES

DATE	DESCRIPTION
15/06/21	1ST SUBMITTAL
CHECKED BY:	TBL
DRAWN BY:	WMM
TITLE:	
SITE PLAN 3	
SHEET No	
4	of 4
PROJECT No. 1199	

KEY NOTES

- | | |
|-----|---|
| 1. | ENTRANCE MONUMENT SIGN |
| 2. | DRIVEWAY ENTRANCE PER MODIFIED C.O.G. STD. DETAIL C-406 |
| 3. | VISITOR CALL BOX & DIRECTORY |
| 4. | WALKWAY TO POOL RESTROOMS |
| 5. | MAILBOXES |
| 6. | POOL |
| 7. | POOL EQUIPMENT AREA |
| 8. | POOL DECK |
| 9. | TOILET AREA |
| 10. | BBQ |
| 11. | DOG PARK AND AMENITIES |
| 12. | FEED PIT |
| 13. | DOG PARK ENTRANCE PER C.O.G. STD. DETAIL C-448 |
| 14. | VEHICLE ACCESS DATE |
| 15. | PERESTRAN ENTRANCE DATE |
| 16. | DECORATIVE PAVEMENT (PAVEMENT ASPHALT) |
| 17. | METAL PARKING SPACE CANOPY |
| 18. | 2' HIGH VINYL FENCE |
| 19. | 2' HIGH VINYL FENCE |
| 20. | 2' HIGH VINYL FENCE |
| 21. | 2' HIGH VINYL FENCE |
| 22. | REDEEMING / PACKAGE DELIVERY |
| 23. | TRASH ENCLOSURE PER C.O.G. STD. DETAIL C-504 |
| 24. | TRASH ENCLOSURE PER C.O.G. STD. DETAIL C-504 |
| 25. | FIRE DRIFT TURNING RADI PER C.O.G. STD. DETAIL C-564 |
| 26. | PLANTER POTS |
| 27. | EV CHARGER STATION |
| 28. | EV CHARGER STATION |
| 29. | ASPH. PARKING STALL 1' X 20' MIN. W/ 2 OVERHANDS & 5' STRIPPED (ASLE) |
| 30. | PARKING STALL (8' X 20' MIN. W/ 2 OVERHANDS & 5' STRIPPED) |
| 31. | PLAYGROUND |
| 32. | PLAYGROUND |
| 33. | SCREEN WALL |
| 34. | CARINA |
| 35. | SCREEN WALL |
| 36. | GARAGE |
| 37. | RETAINING WALL WITH 6' PRIVACY WALL |
| 38. | IRRIGATION |
| 39. | IRRIGATION METER |
| 40. | MAIN ACCESS, FULL MOVEMENT ENTRANCE |
| 41. | SECONDARY ACCESS, RIGHT IN / RIGHT OUT |
| 42. | LOW IMPACT DESIGN ELEMENT (LID) |
| 43. | EXISTING WALL TO BE ABANDONED |
| 44. | EXISTING WALL TO BE ABANDONED |

LEGEND & ABBREVIATIONS

- [illegible]



SCALE IN FEET



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Residences at the Agua Fria Project Manager: Michelle Simerdla
Request: Rezoned to PAD Acreage/Parcel Size: 22.26 net acres
Current Density Allowed: 136 units +/- Density Proposed: 11.95 du/ac +/-
Total number of residential units proposed: 266

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☐ No ☒

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Estimated enrollment impact of 88.7 stu. First year impact of \$1,350,500
and ongoing impact of \$226,125 per year (\$422) plus inflation

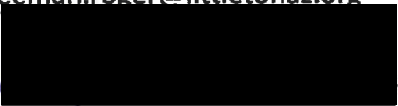
Is a school site within the proposed development needed?
If answered yes, how many acres is needed for the school site?

Yes ☐ No ☒

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☒

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 10/11/2021
School District: Littleton Elementary School District
District Superintendent: Dr. Roger Freeman
Phone #: (623) 478-5611
E-mail: freeman.roger@littletonaz.org
Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

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Yes ☐ No ☒

If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☐

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

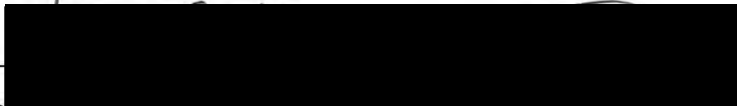
Date Reviewed: 10/11/2021

School District: Tolleson Union High School District

District Superintendent: Nora Gutierrez

Phone #: (623) 478-4001

E-mail: Nora.gutierrez@tuhsd.org

Signature: 

It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondale.org/developmentservices



NEIGHBORHOOD
MEETING SUMMARY
FOR THE
RESIDENCES AT THE
AGUA FRIA
(CASE NO. PL21-0080)

Submitted:
November 10, 2021



A. Date, Time, and Location of the Meeting

The required neighborhood meeting for Case No. PL-21-0192 was held on Thursday, November 4, 2021 at 6:00 PM. Due to the COVID-19 pandemic and city requirements for neighborhood meetings, the meeting was a virtual meeting that was hosted via the City's Zoom platform.

The neighborhood meeting notification was noticed in accordance with the City's Zoning Ordinance Requirements. The applicant completed the legal newspaper advertisement with a publishing in the October 20, 2021 edition of the Southwest Valley Republic newspaper. Additionally, the applicant posted a public notice sign by October 18, 2021 as well. The affidavits are enclosed at **Tab A**.

B. Number of Participants

The applicant, along with the project development team, and a City of Avondale Planning representative attended the virtual neighborhood meeting. Commissioner White also attended the meeting in addition to one (1) interested neighbor from the Diamond Ridge Place neighborhood to the east.

C. Summary of Presentation, Questions and Applicant Responses

The applicant commenced the neighborhood meeting with introductions of the development team followed by an overview of the application request. The applicant provided a description of the surrounding area context, existing land use designations, site challenges and constraints, and specifics regarding the proposed community. The applicant also shared the proposed community plans. The applicant then offered an opportunity for questions and comments.

The neighborhood meeting attendees had general questions regarding: (1) garage parking data; (2) the relationship of the Property with the future residential uses within Del Rio; (3) potential for wash impacts; (4) vehicular access; (5) setbacks along the east perimeter of the community; and, (6) timing for construction. The applicant responded to attendee questions and provided a summary of the provided garage parking, mitigation techniques for wash impacts and neighbor adjacency, and expanded upon access to the site and timing for construction, which is anticipated to commence in 2022.

There was also a general discussion by attendees regarding concerns about the commercial site to the east (not owned by the applicant), however city staff advised that the city would review that issue. There was also a general question regarding contamination due to existing uses. The applicant advised that studies have been performed to review possible environmental issues and that the results have confirmed that there is no contamination occurring on-site that would be above a safe residential limit and that compliance with ADEQ requirements would be met.

To summarize, we are not aware of any community opposition or concerns at this time. The Applicant will continue to be available to discuss the proposal with interested parties throughout the application process.

D. Summary

The feedback received regarding the proposed project was generally positive. An issue was raised regarding uses occurring on an adjacent property to the east, however city staff advised that the city

would review that issue. The applicant will continue to be available to discuss the proposal with interested parties throughout the process.

Michelle Simerdla

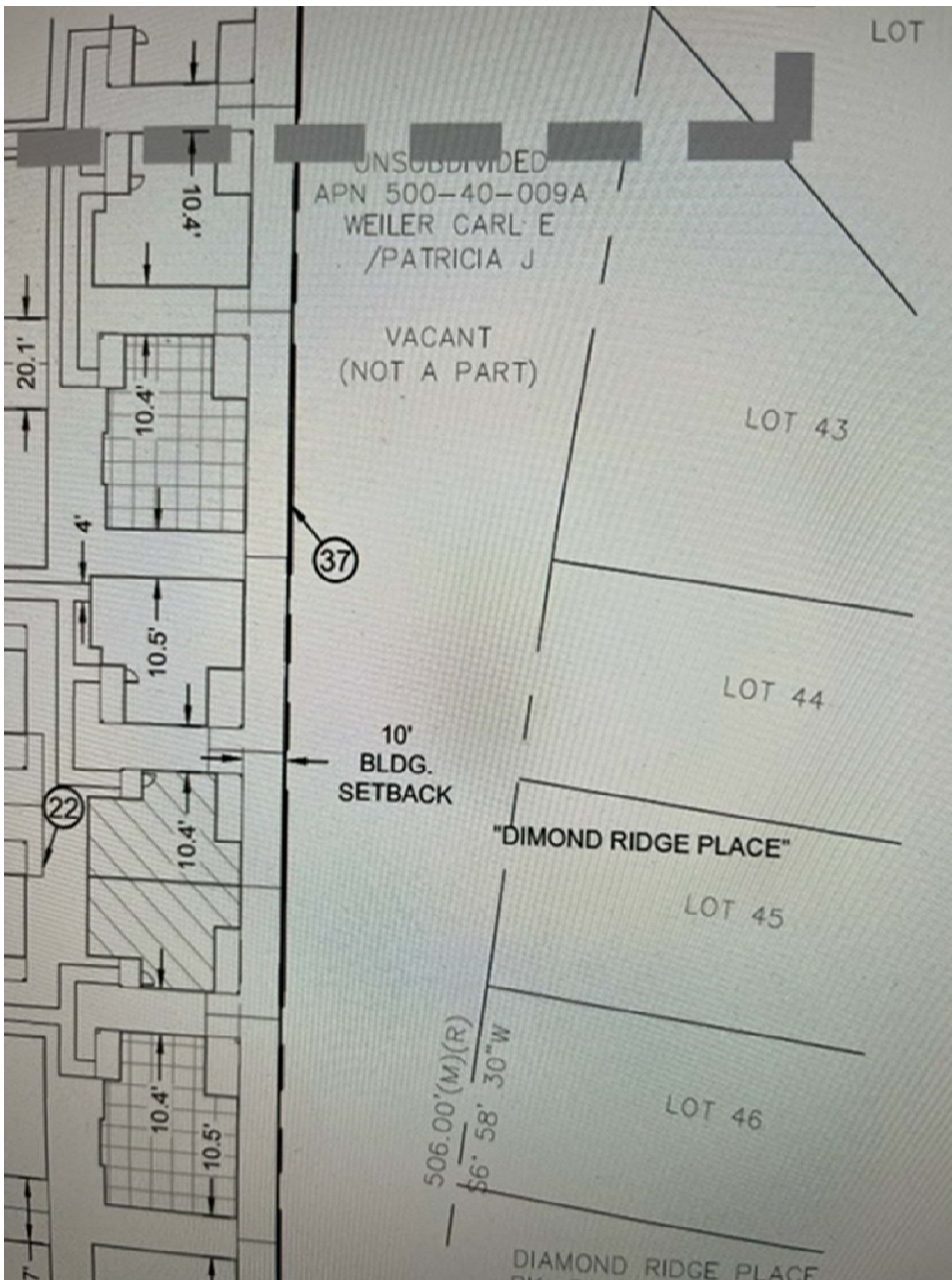
To: Paula Egan
Subject: RE: Residences at the Agua Fria project

From: Paula Egan <[REDACTED]>
Sent: Tuesday, December 21, 2021 2:25 AM
To: Michelle Simerdla <msimerdla@avondaleaz.gov>
Subject: Re: Residences at the Agua Fria project

 **This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.**


Hello Michelle Simerdia,

Thank you for getting back to me. Unfortunately, I missed the latest Zoom meeting on December 15th, 2021 concerning the "Residences at Agua Fria". I was wondering, as I was looking at the civil engineering site drawings that Jim Stockwell gave me, what is being done with that odd triangle parcel 500-40-009A that is right between the two developments?



On the plans it says 'vacant not a part'. Is this to be landscaped or incorporated into the Sonoran Communities development or is it simply an abandoned parcel that will go to weeds? Why didn't Hacienda Builders put it into the Diamond Ridge development? Why isn't Sonoma Communities buying and developing it? I have always wondered about it when looking at maps of our area. I do wish that there was a wider easement on the western length of my neighborhood (Diamond Ridge) and this development, even just for a row of trees. BTW, I own the 'lot 53' in the Diamond Ridge neighborhood and am at the SE corner of this new proposed development.

Do you see this development being approved? The development plans keep changing through the years. There has been plans for a road with sidewalks and landscaping and now this row of roof lines. It IS better than the carnival rides and the row of Caterpillar tractors and whatnot a few years ago. The Del Rio III Phase keeps altering plans as well. If you have any details on Del Rio III status that would also be wonderful to have as well. Del Rio were doing groundworks, but progressed has ceased again. The plans for the public school is gone as well, probably thanks to all the charter schools.

One other concern, is there any smell problems or spill concerns with the sewer lift station on the south (SE) portion of the proposed development?

Sorry for the lengthy and all-over-ness of this email. I woke up and then my mind started worried thinking and so here we are.

Paula Egan

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
CARLOS & GISELA BLANCAS,
CARL & PATRICIA WEILER, AND
MATTFELDT HOLDINGS, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made February 7, 2022, between Carlos & Gisela Blancas, Carl & Patricia Weiler, and Mattfeldt Holdings, LLC, an Arizona limited liability company, (collectively, the “Owner”) and the City of Avondale, an Arizona municipal corporation (the “City”), regarding the approximately 23.29 acres of real property, generally located 500 feet west of the southwest corner of Buckeye Road and El Mirage Road in Avondale, Arizona, described and depicted on Exhibit A and Exhibit B attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Rezoning. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, Application No. PL-21-0192 (the “Rezoning”) in good faith and with the understanding that, if the City approves the Rezoning, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance rezoning the Property (the “Rezoning Ordinance”), including all stipulations adopted by the Council of the City of Avondale (the “City Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Rezoning Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning Ordinance and all stipulations to the Rezoning Ordinance approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Rezoning Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the Rezoning Ordinance, then the City may, after proper notice and hearing, rescind the Rezoning Ordinance, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded

Rezoning Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Rezoning in the event the City Council disapproves the Rezoning Ordinance, except that it shall serve as a bar to a claim for diminished value based upon denial of the Rezoning Ordinance.

2. Waiver of Claims Related to the General Plan Amendment. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for a general plan amendment of the Property, Application No. PL-21-0335 (the "General Plan Amendment") in good faith and with the understanding that, if the City approves the General Plan Amendment, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the resolution changing the general plan designation for the Property (the "General Plan Resolution"), including all stipulations adopted by the City Council and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the General Plan Amendment. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the General Plan Resolution will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the General Plan Amendment. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the General Plan Resolution and all stipulations to the General Plan Resolution approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the General Plan Resolution; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the General Plan Resolution, then the City may, after proper notice and hearing, rescind the General Plan Resolution, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded General Plan Resolution. The foregoing waiver of claims shall be of no further force and effect with respect to the General Plan Amendment in the event the Town Council disapproves the General Plan Resolution, except that it shall serve as a bar to a claim for diminished value based upon denial of the General Plan Resolution.

3. Entire Agreement; Modification. This Waiver, any exhibits attached hereto and any addenda, collectively constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Rezoning and the General Plan Amendment. This Waiver may not be modified or amended except by written agreement by the Owner and City.

4. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

5. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

6. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the City Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

7. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

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

“Owner”

CARLOS BLANCAS

Carlos Blancas

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Carlos Blancas, 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.

(affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Owner”

GISELA BLANCAS

Gisela Blancas

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Gisela Blancas, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document.

(affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Owner”

CARL WEILER

Carl Weiler

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Carl Weiler, 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.

(affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Owner”

PATRICIA WEILER

Patricia Weiler

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Patricia Weiler, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document.

(affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

“Owner”

MATTFELDT, LLC
an Arizona limited liability limited company

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared _____,
the _____ of MATTFELDT, LLC, an Arizona limited liability company,
whose identity was proven to me on the basis of satisfactory evidence to be the person who
he/she claims to be, and acknowledged that he/she signed the above document on behalf of the
company.

Notary Public

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Cherlene Penilla, Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Cherlene Penilla, the Acting 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 she claims to be, and acknowledged that she signed the above document, on behalf of the City.

(affix notary seal here)

Notary Public

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
CARLOS & GISELA BLANCAS,
CARL & PATRICIA WEILER, AND
MATTFELDT HOLDINGS, LLC

[Legal Description and Map of the Property for Rezoning]

See following pages.

**Legal Description
For
Zoning Boundary
Sonoma Avondale**

Located in the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner said Section 14;

Thence South 89°42'32" West, along the North line of said Northeast Quarter, a distance of 502.92 feet;

Thence departing said North line, South 00°17'28" East, a distance of 130.37 feet;

Thence South 07°57'37" West, a distance of 57.04 feet to the Point of Beginning;

Thence continuing South 07°57'37" West, a distance of 218.84 feet;

Thence South 04°10'27" East, a distance of 300.00 feet;

Thence South 85°49'34" West, a distance of 432.76 feet;

Thence South 08°39'58" West, a distance of 136.34 feet;

Thence South 06°58'30" West, a distance of 506.00 feet;

Thence North 89°37'00" West, a distance of 616.74 feet;

Thence North 00°08'34" West, a distance of 1,110.45 feet;

Thence North 89°32'04" East, a distance of 323.04 feet, to the beginning of a 4,733.66 feet radius curve, concave North;

Thence Easterly along the arc of said curve, through a central angle of 00°05'12", an arc distance of 7.15 feet;

Thence North 00°04'43" West, a distance of 73.61 feet;

Thence North 89°34'34" East, a distance of 147.95 feet;

Thence North 85°49'34" East, a distance of 482.72 feet;

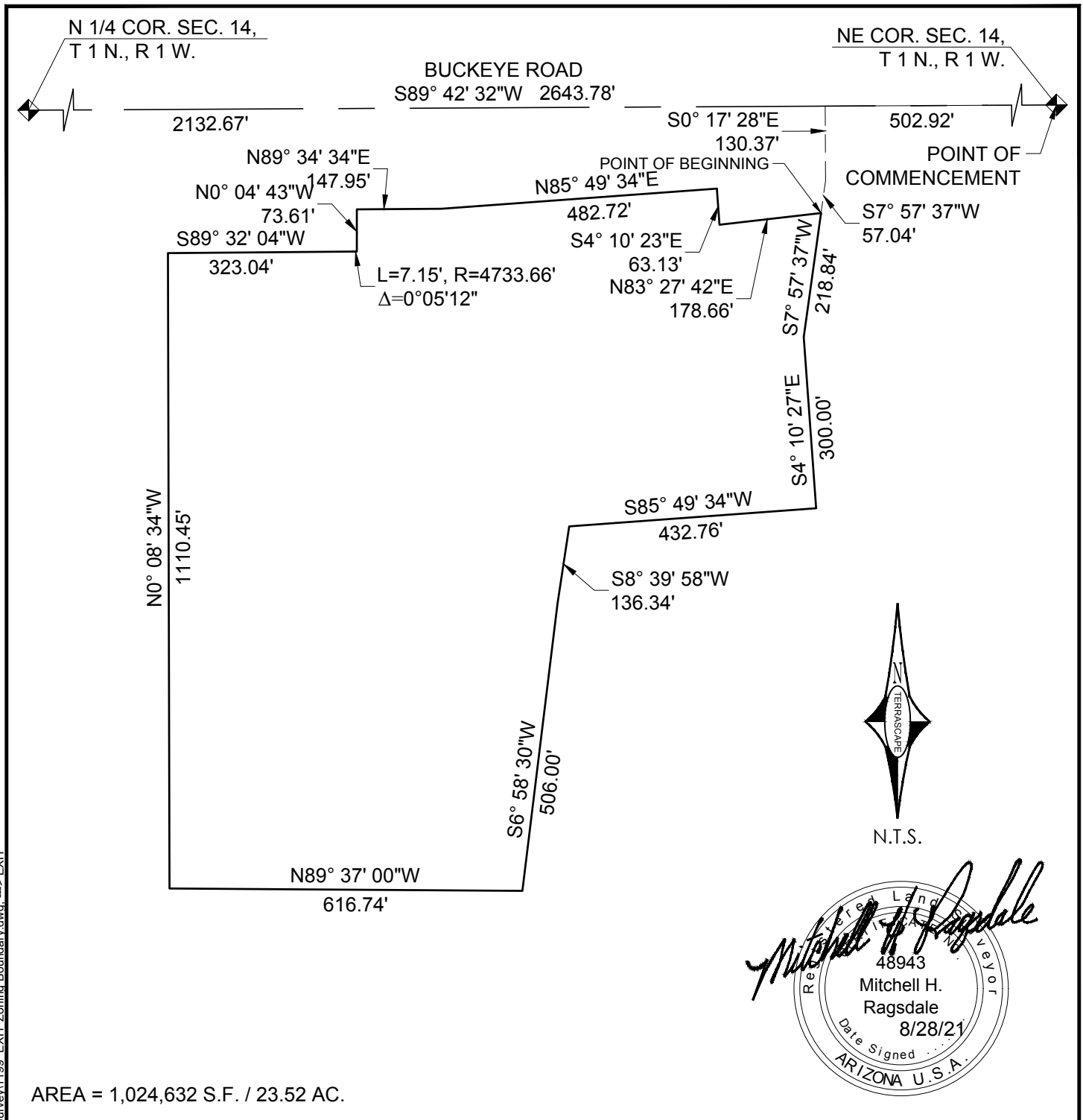
Thence South 04°10'23" East, a distance of 63.13 feet;

Thence North 83°27'42" East, a distance of 178.66 feet to the Point of Beginning.

Containing 1,014, 403.71 square feet or 23.29 acres, more or less.



Plotted: 08/27/21 - 12:25 PM. By: mragdale
File: M:\1199 Sonoma-Residences at Aqua Fria-Avondale\Survey\1199 EXH Zoning Boundary.dwg, --> EXH



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

ZONING EXHIBIT

ISOLA AVONDALE
CITY OF AVONDALE

Project No. 1199
Sheet 1 of 1

Date : 08/28/21

EXHIBIT B
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
CARLOS & GISELA BLANCAS,
CARL & PATRICIA WEILER, AND
MATTFELDT HOLDINGS, LLC

[Legal Description and Map of the Property for General Plan Amendment]

See following pages.

**Legal Description
For
Minor GPA
The Residences at Agua Fria**

Located in the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner said Section 14;

Thence South 89°42'32" West, along the North line of said Northeast Quarter, a distance of 502.92 feet;

Thence departing said North line, South 00°17'28" East, a distance of 130.37 feet to the Point of Beginning;

Thence South 07°57'37" West, a distance of 275.88 feet;

Thence South 04°10'27" East, a distance of 300.00 feet;

Thence South 85°49'34" West, a distance of 432.76 feet;

Thence South 08°39'58" West, a distance of 136.34 feet;

Thence South 06°58'30" West, a distance of 506.00 feet;

Thence North 00°10'34" East, a distance of 1,202.56 feet;

Thence North 85°49'34" East, a distance of 527.67 feet to the Point of Beginning.

Containing 311,991.79 square feet or 7.16 acres, more or less.



N 1/4 COR. SEC. 14,
T 1 N., R 1 W.

NE COR. SEC. 14,
T 1 N., R 1 W.

BUCKEYE ROAD

S89° 42' 32"W 2643.78'

S0° 17' 28"E
130.37'

502.92'

POINT OF
COMMENCEMENT

POINT OF BEGINNING

N85° 49' 34"E

527.67'

S7° 57' 37"W
275.88'

S4° 10' 27"E
300.00'

N0° 10' 34"E
1202.56'

S85° 49' 34"W
432.76'

S8° 39' 58"W
136.34'

S6° 58' 30"W
506.00'



N.T.S.



AREA = 311,991.79 S.F. / 7.16 AC.



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

MINOR GPA

THE RESIDENCES AT AGUA FRIA
CITY OF AVONDALE

Project No. 1199
Sheet 1 of 1

Date : 10/07/21

ORDINANCE NO. 2008-0222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 23.29 ACRES GENERALLY LOCATED 500 FEET WEST OF THE SOUTHWEST CORNER OF BUCKEYE ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-21-0192, AND REZONING SUCH PROPERTY FROM URBAN RESIDENTIAL (R1-6), RURAL RESIDENTIAL (RR-43) AND DIAMOND RIDGE PLANNED AREA DEVELOPMENT (PAD) TO THE RESIDENCES AT AGUA FRIA PLANNED AREA DEVELOPMENT (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 ± 23.29 acres generally located 500 feet west of the southwest corner of Buckeye Road and El Mirage Road, as shown in application PL-21-0192, from Urban Residential (R1-6), Rural Residential (RR-43), and Diamond Ridge Planned Area Development (PAD) to The Residences at Agua Fria Planned Area Development (PAD) (the “Zoning Atlas Amendment”); and

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

WHEREAS, on December 15, 2021, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on February 7, 2022; and

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

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

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

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 23.29 acres generally located 500 feet west of the southwest corner of Buckeye Road and El Mirage Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to The Residences at Agua Fria PAD Narrative and exhibits thereto, electronically date stamped November 16, 2021, except as modified by these conditions.
2. The approved plans shall expire two (2) years from the date of this approval, on February 7, 2024, unless a construction permit has been issued.
3. Approval of a Minor Land Division (MLD) will be required prior to the City issuing any permit for construction of the proposed The Residences at Agua Fria development. The MLD shall:
 - Combine all lots.
 - Dedicate rights-of-way, public utility easements, and other easements as needed.
4. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
5. All required off-site improvements shall be completed in the first phase of development prior to issuance of the first Certificate of Occupancy for the project.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2008-0222

[Legal Description and Map]

See following pages.

**Legal Description
For
Zoning Boundary
Sonoma Avondale**

Located in the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at the Northeast corner said Section 14;

Thence South 89°42'32" West, along the North line of said Northeast Quarter, a distance of 502.92 feet;

Thence departing said North line, South 00°17'28" East, a distance of 130.37 feet;

Thence South 07°57'37" West, a distance of 57.04 feet to the Point of Beginning;

Thence continuing South 07°57'37" West, a distance of 218.84 feet;

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Thence North 00°08'34" West, a distance of 1,110.45 feet;

Thence North 89°32'04" East, a distance of 323.04 feet, to the beginning of a 4,733.66 feet radius curve, concave North;

Thence Easterly along the arc of said curve, through a central angle of 00°05'12", an arc distance of 7.15 feet;

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Containing 1,014, 403.71 square feet or 23.29 acres, more or less.

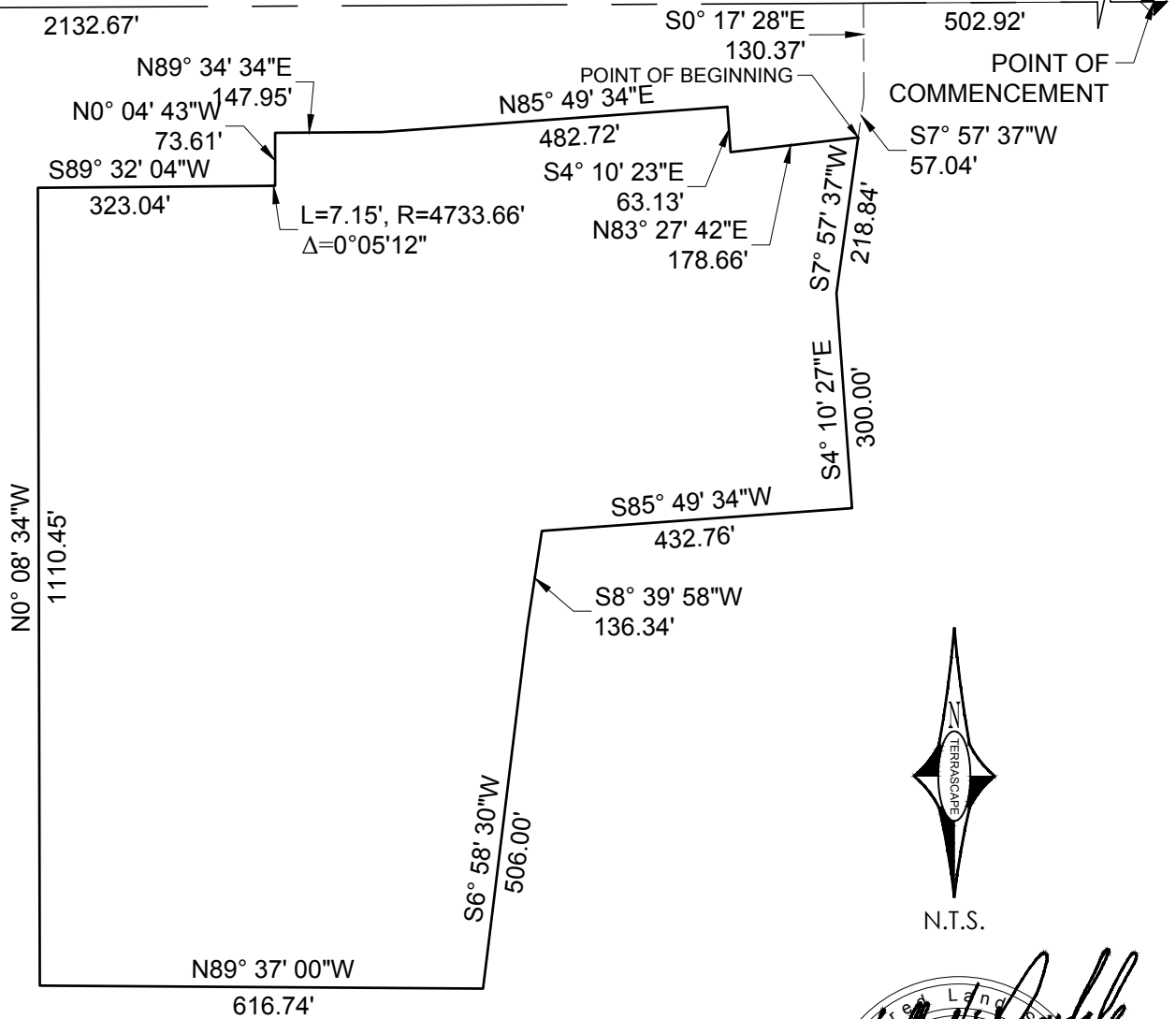


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File: M:\1199 Sonoma-Residences at Aqua Fria-Avondale\Survey\1199 EXH Zoning Boundary.dwg, --> EXH

N 1/4 COR. SEC. 14,
T 1 N., R 1 W.

BUCKEYE ROAD
S89° 42' 32"W 2643.78'

NE COR. SEC. 14,
T 1 N., R 1 W.



N.T.S.



AREA = 1,024,632 S.F. / 23.52 AC.



645 E. MISSOURI AVE., STE. 160
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

ZONING EXHIBIT

ISOLA AVONDALE
CITY OF AVONDALE

Project No. 1199
Sheet 1 of 1

Date : 08/28/21

CITY COUNCIL REPORT

SUBJECT: LIV Avondale - Development Plan (Site Plan & Design Review) - Application PL-21-0260

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Foster sustainable community development

STRATEGY: Encourage build-out in residential housing opportunities that support diverse housing options.

PURPOSE:

City Council will consider a request by Mr. Dan Mann, 3engineering on behalf of Jason Lentz, LIV Development, for approval of PL-21-0260 LIV Avondale Development Plan (Site Plan and Design Review), a proposed 316-unit multi-family residential apartment community and 1,064 square foot retail space located within The BLVD Specific Plan on approximately 13.03 acres at the southwest corner of Avondale Boulevard and the Roosevelt Street. The Council will take appropriate action.

BACKGROUND:

The property was annexed in August 1976 and rezoned from Agricultural (AG) to City Center District (CCD) in August 2009. The property was again rezoned, this time from CCD to The BLVD District (BLVDD) in March 2020 following adoption of The BLVD Specific Plan the previous year. The property is located within The BLVD's Gateway District, which allows commercial uses that would typically be classified as development catalysts, including, but may not be limited to, post-secondary education campuses, medical campuses and/or hospital(s), resort hotels, and/or 4-story or greater Class-A corporate headquarters. In addition to catalyst type uses, dense urban form residential developments (minimum 22 dwelling units per acre), 2- to 3-story mid-rise office, and urban form retail/restaurant uses are appropriate.

The existing uses and zoning of surrounding properties include:

NORTH: General Plan Designation The BLVD Gateway; Zoning The BLVDD Gateway District; Vacant in agricultural production

EAST: General Plan Designation The BLVD Park Avenue; Zoning The BLVDD Park Avenue District; Vacant and My Place Hotel

SOUTH: General Plan Designation The BLVD Village; Zoning The BLVDD Village District; Avari Apartments under construction

WEST: General Plan Designation City Center Mixed Use; Zoning City Center District Mixed Use; Vacant in agricultural production

SUMMARY OF REQUEST:

The applicant is requesting approval of a Development Plan (Site Plan Design Review) for a 316-unit multi-

family apartment urban form community and 1,064 square foot coffee shop/retail space. The site consists of multiple 3-story and 4-story apartment buildings, and various single-story support buildings, centered around an active clubhouse and various community gathering spaces. The amenities include retail space; a community lounge overlooking the Avondale/ Roosevelt intersection; pet care center (for residents use only) with dog park; a central lawn space; various covered grill areas/small outdoor gathering spaces; and pool area.

The proposal includes 126 one-bedroom units; 149 two-bedroom units; 35 three-bedroom units and six (6) carriage units for a total of 316 units. Primary access to the site is from Roosevelt Street with a secondary egress (exit) to 117th Avenue, no ingress (entry) will be allowed from 117th Ave.

Properties in The BLVD Specific Plan and The BLVD District zoning are required to submit a Development Plan (Site Plan and Design Review) for administrative Council approval prior to administrative staff approval of any construction plans.

ANALYSIS:

Conformance with the General Plan

The General Plan designation for the property is The BLVD Gateway. As such the request is in conformance with the General Plan.

Conformance with The BLVD Specific Plan

The BLVD Specific Plan designates the site as Gateway with a minimum dwelling unit per acre requirement of 22 units per acre. The proposal is for 24.25 dwelling units per acre exceeding the minimum requirements and is therefore in conformance with The BLVD Specific Plan.

Permitted Uses

The use proposed for the site is consistent with the The BLVDD Gateway District zoning designation and is in conformance with the zoning of the site.

Development Standards

The front, side, and rear yard minimum setbacks are consistent with the zoning district.

Parking

Parking proposed meets the Avondale Zoning Ordinance Requirements

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, plant quantities, are provided throughout the site.

Streets, utilities and Other Infrastructure

The development will have one (1) access point off of Roosevelt Street and one (1) egress to 117th Avenue. There is also a subsequent parking lot provided for the retail space with access from Roosevelt Street. The applicant will be constructing Roosevelt Street improvements and 117th Avenue improvements adjacent to their development. The applicant will also be constructing a 12" water line in Roosevelt Street and 117th Avenue. A 10" sewer main in Roosevelt Street as well as private fire, water, and sewer lines within the development.

DISCUSSION:

The Planning Commission recommends approval of the Development Plan (Site Plan and Design Review) request for the following reasons:

1. The proposed Development Plan is in conformance with the property's The BLVD Gateway District General Plan Designation,
2. The proposed Development Plan is in conformance with The BLVD Specific Plan,
3. The proposed Development Plan is in conformance with the BLVDD Gateway District zoning.
4. The proposed Development Plan, including the Site Plan, Landscape Plan, Building Elevations, and Site

Details, meet or exceed development standards and requirements contained within the City of Avondale Zoning Ordinance, The BLVD Specific Plan, and Multi-Family Residential Design Manual.

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

6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impact at this time.

RECOMMENDATION:

The City Council will recommend APPROVAL of Application PL-21-0260 LIV Avondale, a request for Development Plan (Site Plan and Design Review) for a proposed 316-unit multi-family residential community, subject to the following seven (7) conditions of approval:

1. Development of LIV Avondale shall substantially conform to the following documents, except as modified by these conditions of approval:

- a. Narrative dated October 21, 2021
- b. Site Plan dated October 1, 2021
- c. Landscape Plan dated October 21, 2021
- d. Building Elevations dated October 20, 2021
- e. Photometrics Plan dated December 13, 2021
- f. Signage Plan December 6, 2021.

Further, the development will be reviewed for conformance with these stipulations unless otherwise approved by the City Engineer.

2. The Development Plan will expire two years from approval unless a building permit has been issued for the project.

3. Power lines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted to underground transmission/conveyance in the first phase of development.

4. All required off-site improvements shall be completed in the first phase of development prior to issuance of the first Certificate of Occupancy for the project.

5. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

6. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

7. Monument signage shall be located as it relates to the sign plan dated December 6, 2021. However, monument signage design shall be worked out with staff and shall not exceed seven (7) feet in height.

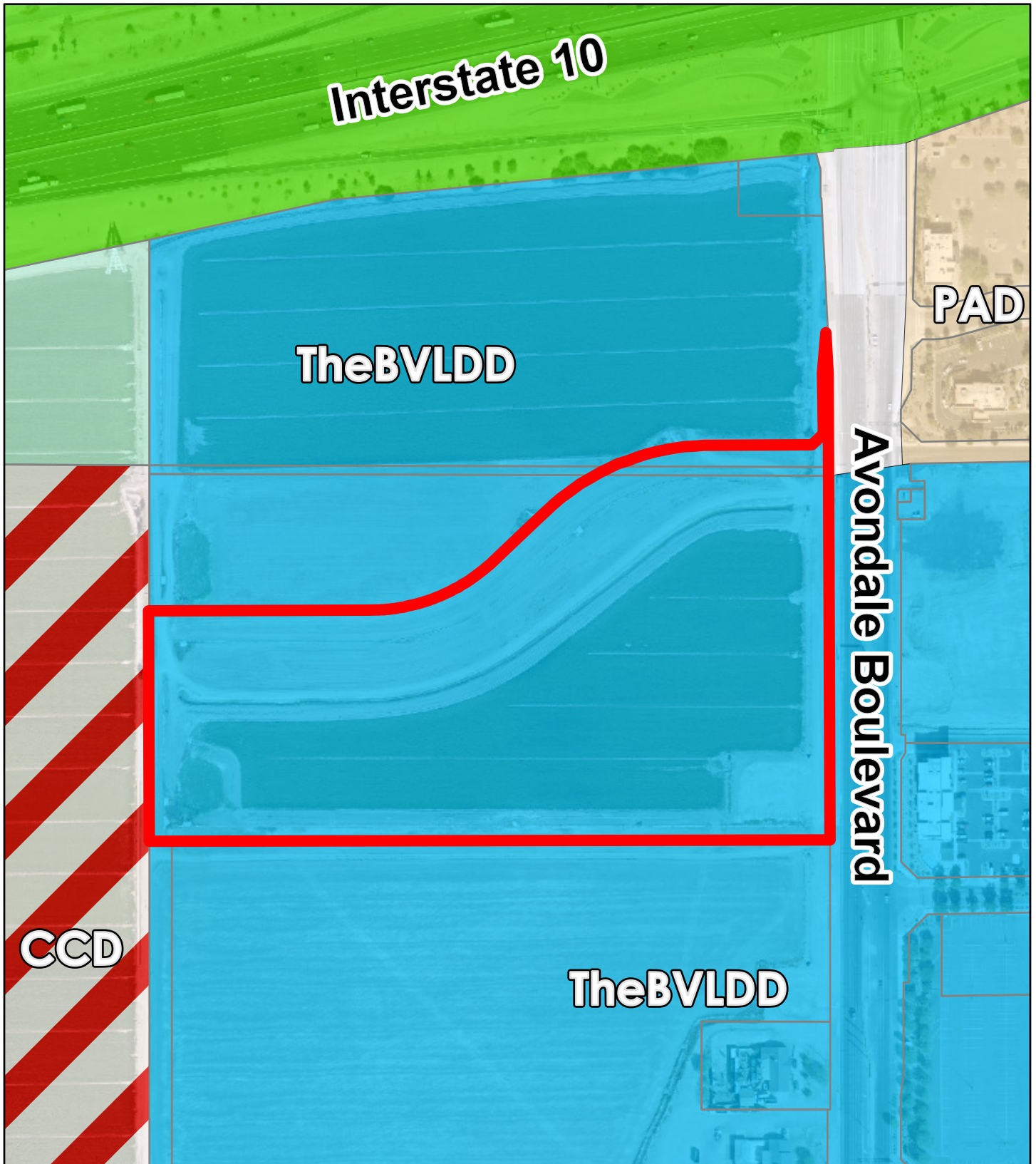
PROPOSED MOTION: I move that the Council recommend approval of Application PL-21-0260 LIV Avondale, a request for Development Plan (Site Plan and Design Review) for a proposed 316-unit multi-family residential community, subject to seven (7) conditions of approval as listed in the staff report.

Contact person for document distribution:



Aerial Photograph



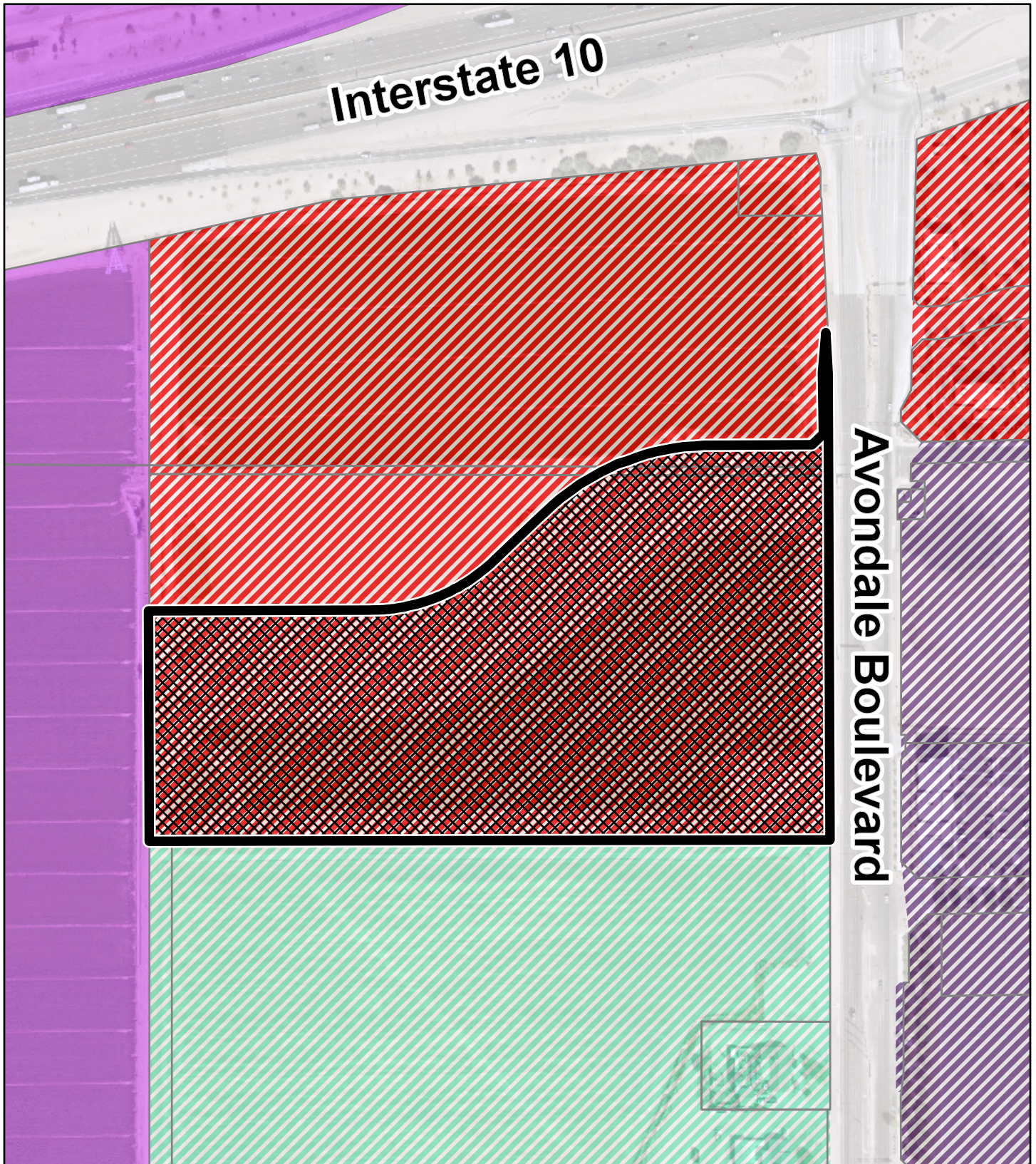


Zoning Vicinity



 Subject Property

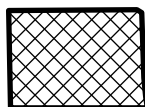




General Plan Land Use



-  Park Avenue District
-  Village District
-  Gateway District
-  Mixed Use



Subject Property



LIV Avondale Multifamily Development – Site Plan Project Narrative

October 21, 2021

LIV Development (www.livdev.com) is proposing a new multifamily development (comprised of approximately 316 units) at the southwest corner of N. Avondale Blvd, and W. Roosevelt St. Currently the site is vacant, though various utilities from a previously proposed development (not accepted by the City) remain on site. Primary access to the site is from W. Roosevelt St. with secondary access from 117th Ave. Required open space complies with City requirements and is indicated on Site Plan. Setback minimums and maximums, as well as parking requirements are being met and are indicated on Site Plan. Parking calculations are provided on the attached site plan, with separate parking been provided for potential coffee shop.

As part of the Gateway District within the BLVD District, the project aims to further the City goals for this area through function, aesthetic, and walkability. The site consists of multiple 3-story and 4-story apartment buildings (and various single-story support buildings) centered around an active clubhouse and various community gathering spaces. Amenities include:

- Corner apartment building to include community space to help activate this intersection.
 - Potential coffee shop
 - Community Lounge overlooking Avondale/ Roosevelt intersection.
- Pet Care center with dog park
- Central lawn space
- Various covered grill areas/ small outdoor gathering spaces
- Clubhouse with:
 - Swimming Pool and outdoor activity amenities
 - Fitness/ Yoga Studio
 - Lounge
 - Game Room
 - Office space for residents

The overall design is to convey a “southwest modern” aesthetic--Clean and simple design with thoughtful details that represent a comfortable modern Southwestern feel. The amenities and interiors will reveal open spaces with natural materials that create a sophisticated social space but also alcoves for relaxation. The larger enclosed courtyard space will have relaxing nooks and

pool layout space with overhead lighting. The smaller scale buildings to have intimate spaces covered in lighter colors.

The forms and features of the landforms of the Sierra Estrella and Gila River provide inspiration for the organic spaces between the Southwestern Modern residential buildings. Structured plantings around the buildings transition to a more organic, informal massing of landscape material. Larger areas of gravel with boulders and informal plantings meander around multi-purpose sod areas. Small berms and rounded land forms provide movement within the landscape. Trees will be grouped to provide shade over walks, seating areas, and throughout the amenity spaces. Plant material is intended to either be native or appropriate for the specific microclimates across the site.

Recycling and Waste Disposal

Facilities are located at the southwest corner of the site. A large compactor and two recycling bins are to be provided for use by the entire community. These areas are surrounded by enclosures and gates complimenting the other buildings, and are to follow City of Avondale design standards, as applicable.

Perimeter fencing allows for secure site for residents. Various gates provide pedestrian access to City sidewalks at multiple locations. Fire access to be provided at each vehicle access gate per City requirements.

Utilities

A 12" water main is proposed in Roosevelt Street and 117th Avenue.

A 10" sewer main is proposed in Roosevelt Street

An 8" private fireline is proposed onsite along with a 6" private domestic line.

These lines will have a connection to Roosevelt and a connection to 117th Avenue.

Multiple private 8" sewer mains are proposed onsite will connection to the 10" main in Roosevelt.

On-site retention

On-site retention for the 100-yr, 2-hr storm event for the site and the adjacent half streets will be provided in 10' underground retention tanks.

Screening

All mechanical equipment to be screened from view per City requirements.

Signage

A monument sign at each entry and building signage are to be designed and submitted at a later date for separate permit.

Development Timing and Building Operations

Once the development has secured the necessary permits and approvals, construction during is assumed to be 20-22 months.

Operating hours for the leasing office are typically 9-6. The proposed coffee shop would carry longer hours (specific hours TBD) to service from breakfast through the evening.

Pet Center Operations

The pet building is to be used by residents only as a pet day care amenity. Overnight boarding is not part of the program. Pet Center will be a “doggie day care” for residents to drop off their pet in the morning and pick-up in the evening. Staff will care for pets during day, feed, play and/or groom if requested. Additionally, residents can groom their pets themselves at any time in the grooming portion of the building.

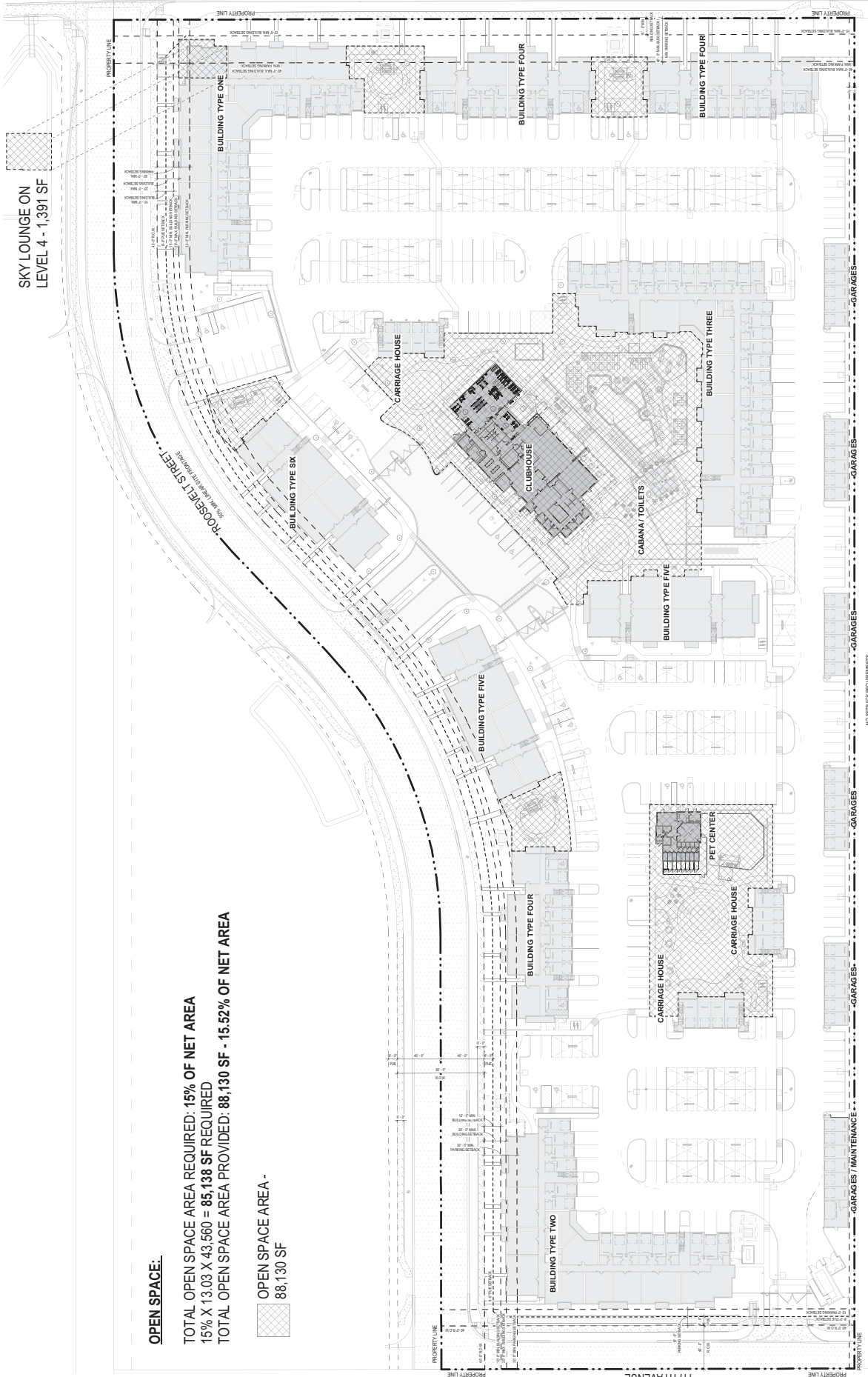


SKY LOUNGE ON
LEVEL 4 - 1,391 SF

OPEN SPACE:

TOTAL OPEN SPACE AREA REQUIRED: 15% OF NET AREA
15% X 13.03 X 43,560 = 85,138 SF REQUIRED
TOTAL OPEN SPACE AREA PROVIDED: 88,130 SF - 15.52% OF NET AREA

OPEN SPACE AREA -
88,130 SF



LIV AVONDALE

AVONDALE, AZ 85323
SWC AVONDALE BLVD
& ROOSEVELT ST.

ISSUE FOR
PERMIT / GMP

OCTOBER 1, 2021

PROJECT SET FOR REVIEW
ON 1. THESE DOCUMENTS ARE
FOR INFORMATION ONLY AND
DO NOT CONSTITUTE A
GUARANTEE OF ANY KIND.
UNDER SUPERVISION OF
LICENSED ARCHITECT
LICENSE NO. 12345

NOT FOR
CONSTRUCTION

Title
OPEN SPACE
DIAGRAM

Sheet

SP-02

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3555 Transit St.
Dallas, Texas 75204
www.prdgarch.com



2204 Lakewood Drive
Birmingham, AL 35209
www.livdev.com

EXHIBIT F

LIV AVONDALE

LANDSCAPE PERMIT DRAWINGS

ISSUED FOR PERMIT
OCTOBER 20, 2021

Prepared For
LIV DEVELOPMENT

- ① Revised October 29, 2021 - Addendum I
- ② Revised December 13, 2021 - Site Plan Resubmission



DIX-HITE
100 WEST 20TH AVENUE
LONGWOOD, FLORIDA 32750
407.847.1777

Date:	10/29/2021
Drawn by:	KV
Reviewed by:	JGTH
Job Number:	21055
Issued for:	Date:
ADDENDUM I	10/29/2021
RESUBMISSION	12/13/2021

LIV AVONDALE
AVONDALE, ARIZONA

LIV DEVELOPMENT
2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

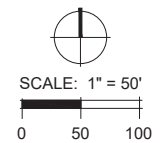
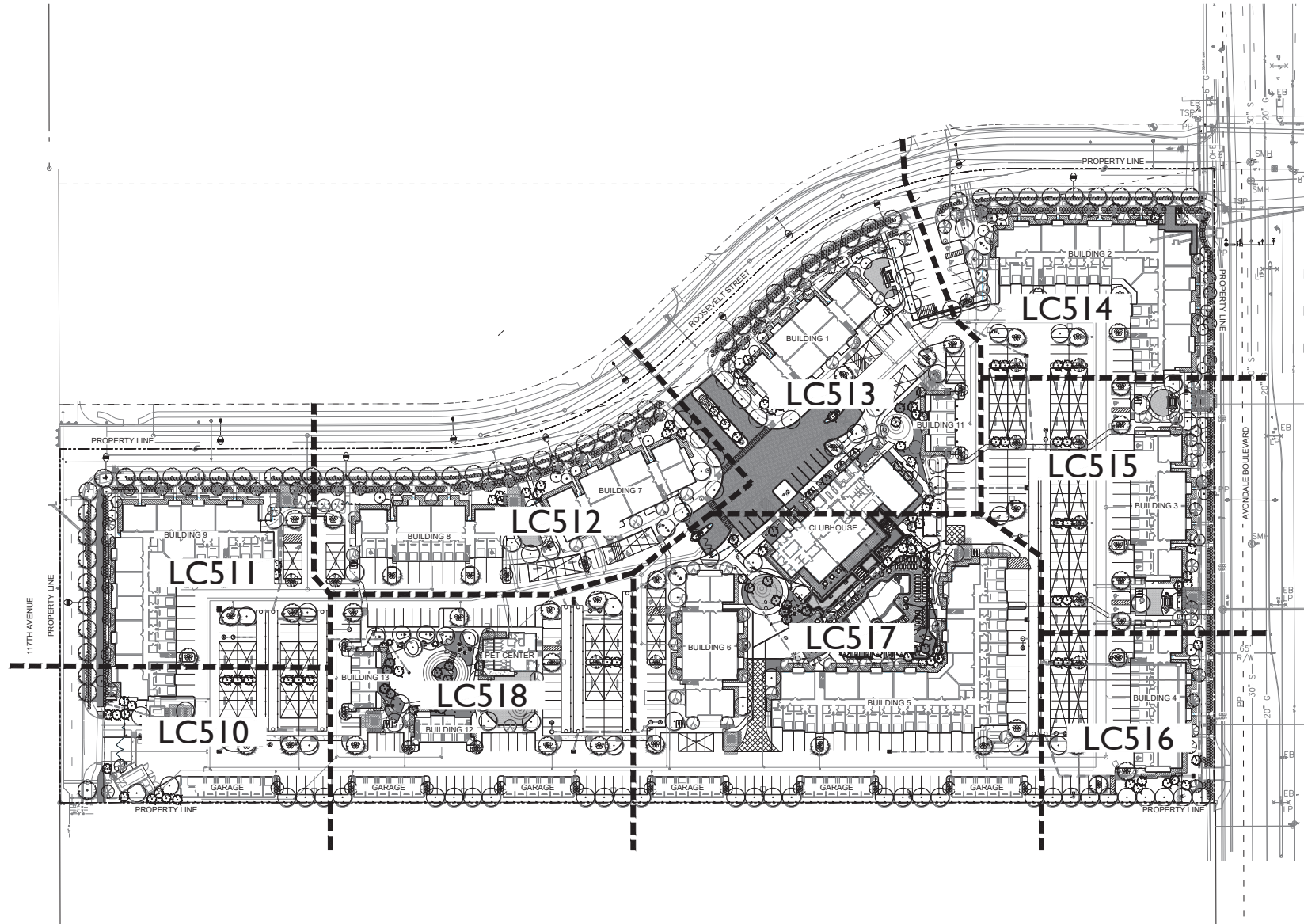
LANDSCAPE PERMIT DRAWINGS

COVER SHEET

FOR PERMIT ONLY

Sheet Number:

LC000



Date: 10/20/2021
 Drawn by: KV
 Reviewed by: J27TH
 Job Number: 210505
 Issued for: Date:

LIV AVONDALE
 AVONDALE, ARIZONA

LIV DEVELOPMENT
 2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS

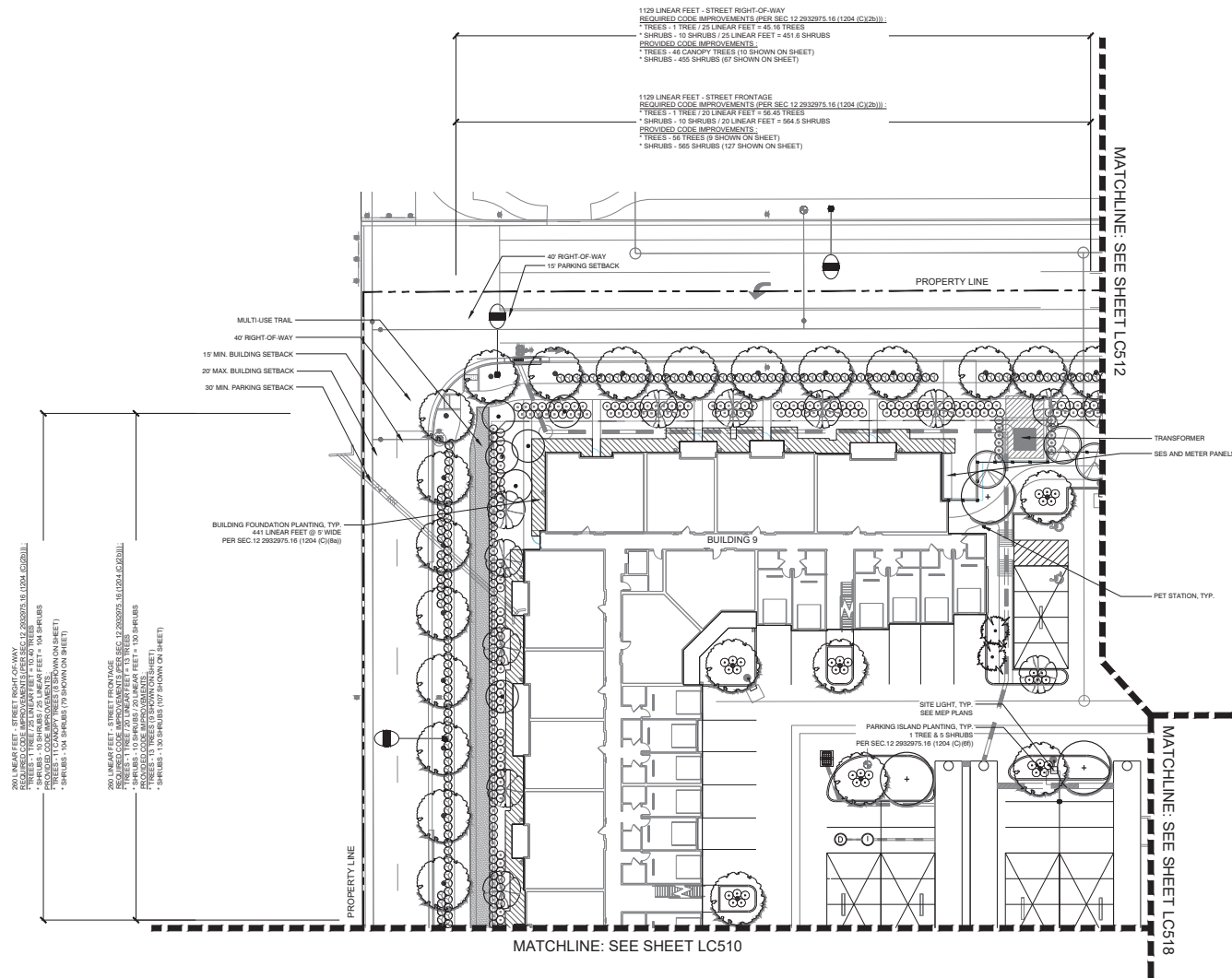
CODE LANDSCAPE KEY SHEET

FOR PERMIT ONLY

Sheet Number:
 LC500

200' LINEAR FEET - STREET RIGHT-OF-WAY
 REQUIRED CODE IMPROVEMENTS PER SEC. 12-29-02975.16 (1204 (C)(26)):
 * TREES - 1 TREE / 25 LINEAR FEET = 45.16 TREES
 * SHRUBS - 10 SHRUBS / 25 LINEAR FEET = 451.6 SHRUBS
 PROVIDED CODE IMPROVEMENTS:
 * TREES - 108 TREES (9 SHOWN ON SHEET)
 * SHRUBS - 104 SHRUBS (79 SHOWN ON SHEET)

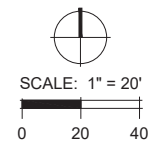
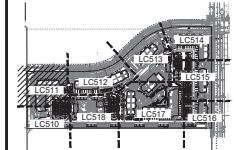
200' LINEAR FEET - STREET FRONTAGE
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 * SHRUBS - 10 SHRUBS / 25 LINEAR FEET = 451.6 SHRUBS
 PROVIDED CODE IMPROVEMENTS:
 * TREES - 13 TREES (9 SHOWN ON SHEET)
 * SHRUBS - 13 SHRUBS (10 SHOWN ON SHEET)



PLANT LEGEND

- CANOPY TREE
- CANOPY TREE - SITE
- UNDERSTORY TREE
- UNDERSTORY TREE - SITE
- PALM
- PALM - SITE
- ROW SHRUBS
- PARKING ISLAND SHRUBS
- STREET FRONTAGE SHRUBS
- SCREENING HEDGE
- FOUNDATION PLANTING

KEY PLAN



100 WEST 20TH AVENUE
 LONGWOOD, FL 32750
 407.641.7777

Date: 10/20/2021
 Drawn by: KV
 Reviewed by: CJTH
 Job Number: 210555
 Issued for: Date:
 ADDENDUM 1 10/20/2021

LIV AVONDALE
 AVONDALE, ARIZONA

LIV DEVELOPMENT
 2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS

CODE LANDSCAPE PLAN

FOR PERMIT ONLY

Sheet Number:
 LC511



100 WEST 20TH AVENUE
LONGWOOD, FLORIDA 32750
407.647.1777

Date: 10/29/2021
Drawn by: KV
Reviewed by: JCTH
Job Number: 210555
Issued for: Date:
ADDENDUM 1 10/29/2021

LIV AVONDALE
AVONDALE, ARIZONA

LIV DEVELOPMENT
2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS
CODE LANDSCAPE PLAN

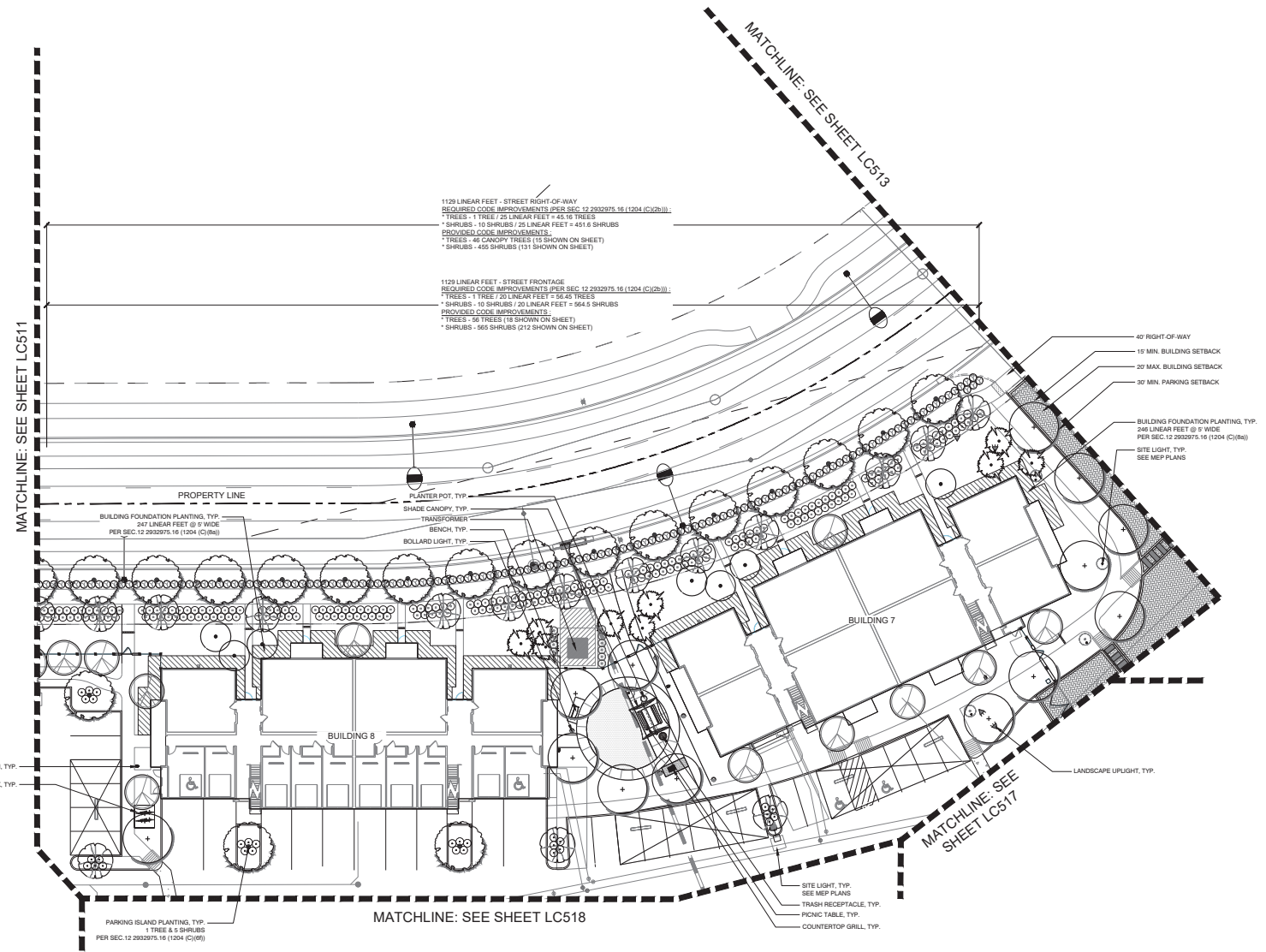
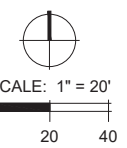
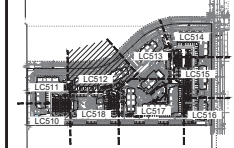
FOR PERMIT ONLY

Sheet Number:
LC512

PLANT LEGEND

- CANOPY TREE
- CANOPY TREE - SITE
- UNDERSTORY TREE
- UNDERSTORY TREE - SITE
- PALM
- PALM - SITE
- ROW SHRUBS
- PARKING ISLAND SHRUBS
- STREET FRONTAGE SHRUBS
- SCREENING HEDGE
- FOUNDATION PLANTING

KEY PLAN

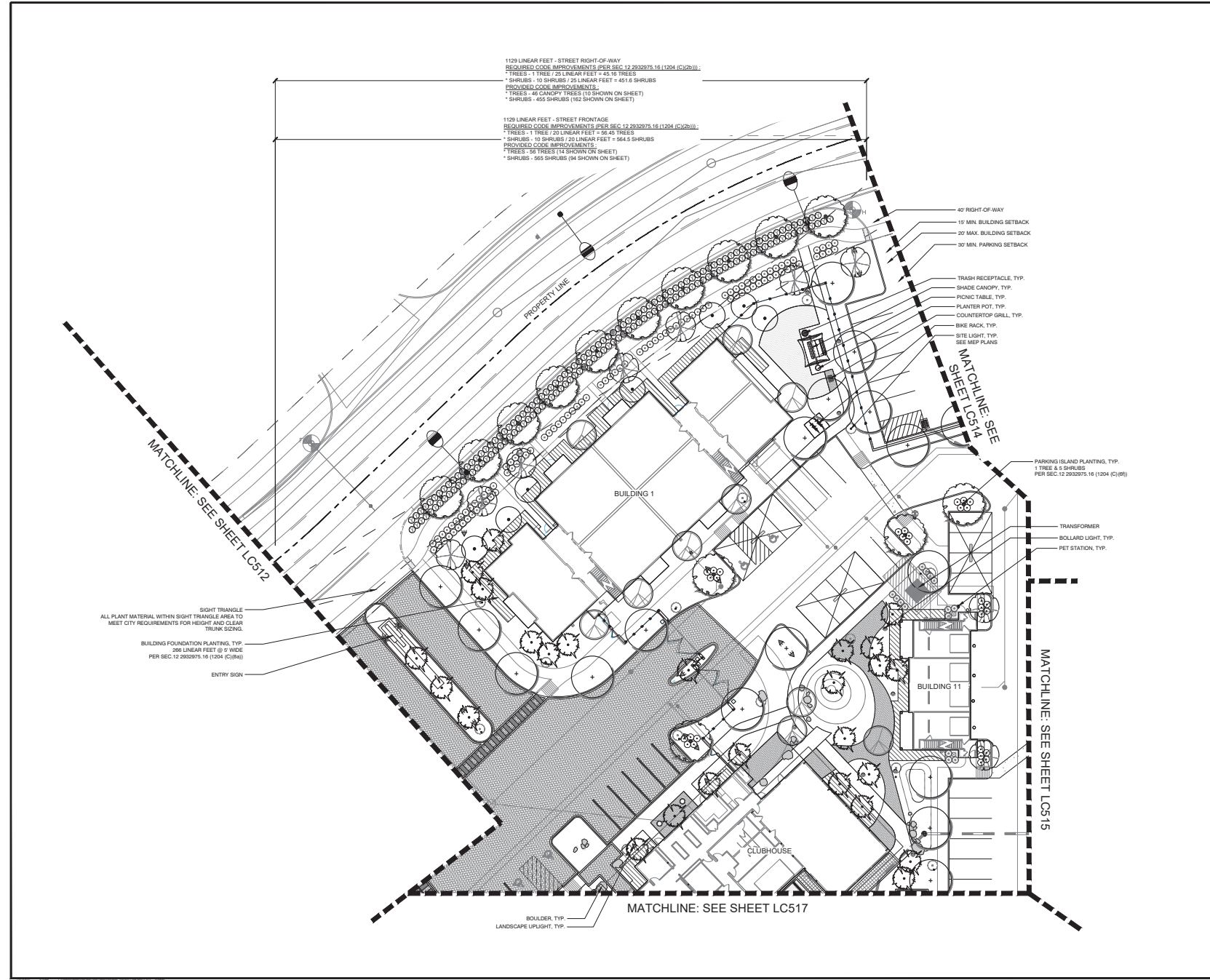


MATCHLINE: SEE SHEET LC511

MATCHLINE: SEE SHEET LC513

MATCHLINE: SEE SHEET LC517

MATCHLINE: SEE SHEET LC518



PLANT LEGEND

- CANOPY TREE
- CANOPY TREE - SITE
- UNDERSTORY TREE
- UNDERSTORY TREE - SITE
- PALM
- PALM - SITE
- ROW SHRUBS
- PARKING ISLAND SHRUBS
- STREET FRONTAGE SHRUBS
- SCREENING HEDGE
- FOUNDATION PLANTING

KEY PLAN

SCALE: 1" = 20'

0 20 40

DIX-HITE

100 WEST 20TH AVENUE
LONGWOOD, FLORIDA 32750
407.641.777

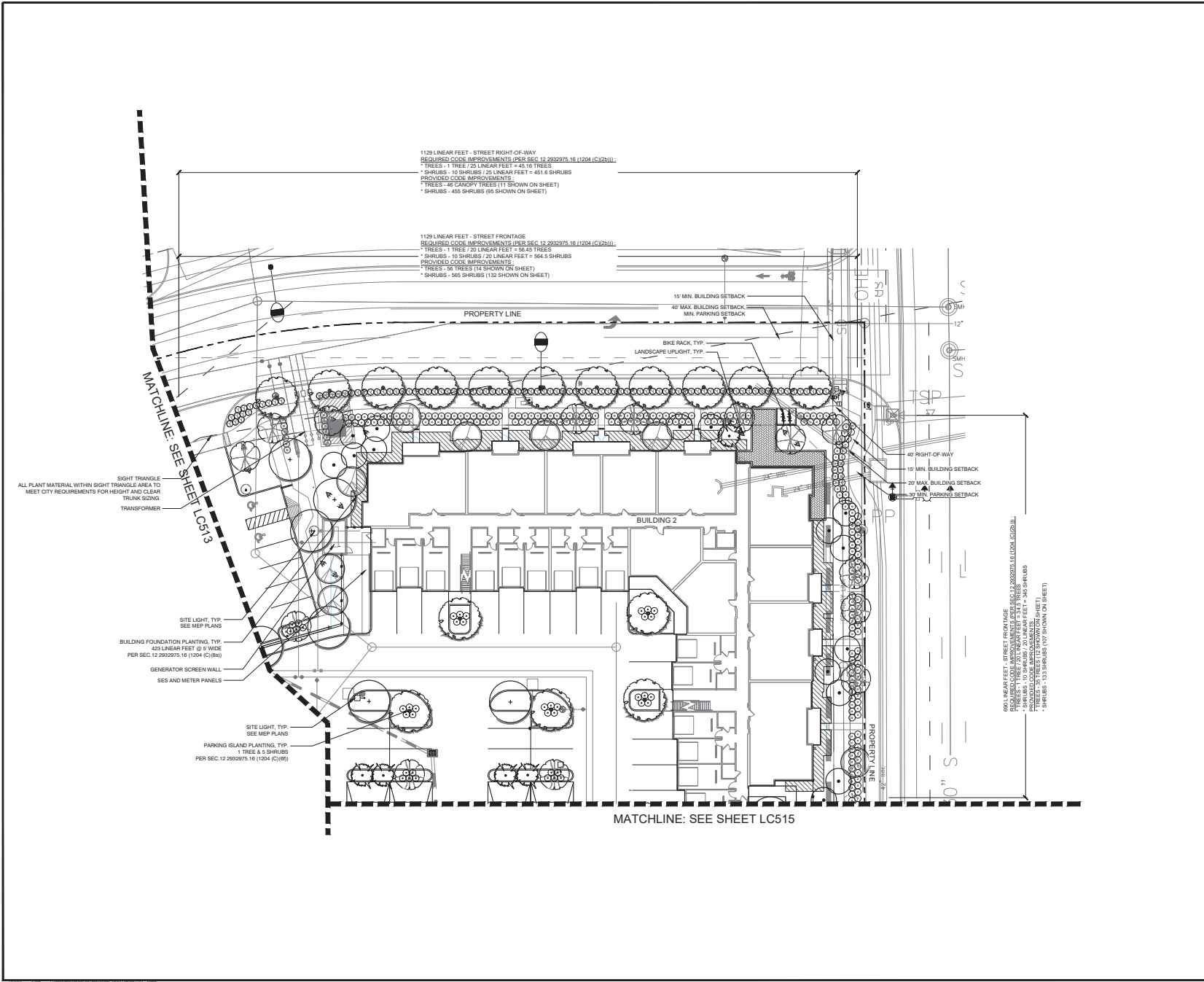
Date: 10/29/2021
Drawn by: KV
Reviewed by: JCTH
Job Number: 210505
Issued for: Date:
ADDENDUM 1 10/29/2021

LIV AVONDALE
AVONDALE, ARIZONA
LIV DEVELOPMENT
2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS
CODE LANDSCAPE PLAN

FOR PERMIT ONLY

Sheet Number:
LC513



100 WEST 20TH AVENUE
LONGWOOD, FLORIDA 32750
407.647.1777

Date: 10/20/2021
Drawn by: KV
Reviewed by: JCTH
Job Number: 210555
Issued for: Date:
ADDENDUM 1 10/29/2021

LIV AVONDALE
AVONDALE, ARIZONA

LIV DEVELOPMENT
2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS

CODE LANDSCAPE PLAN

FOR PERMIT ONLY

Sheet Number:
LC514

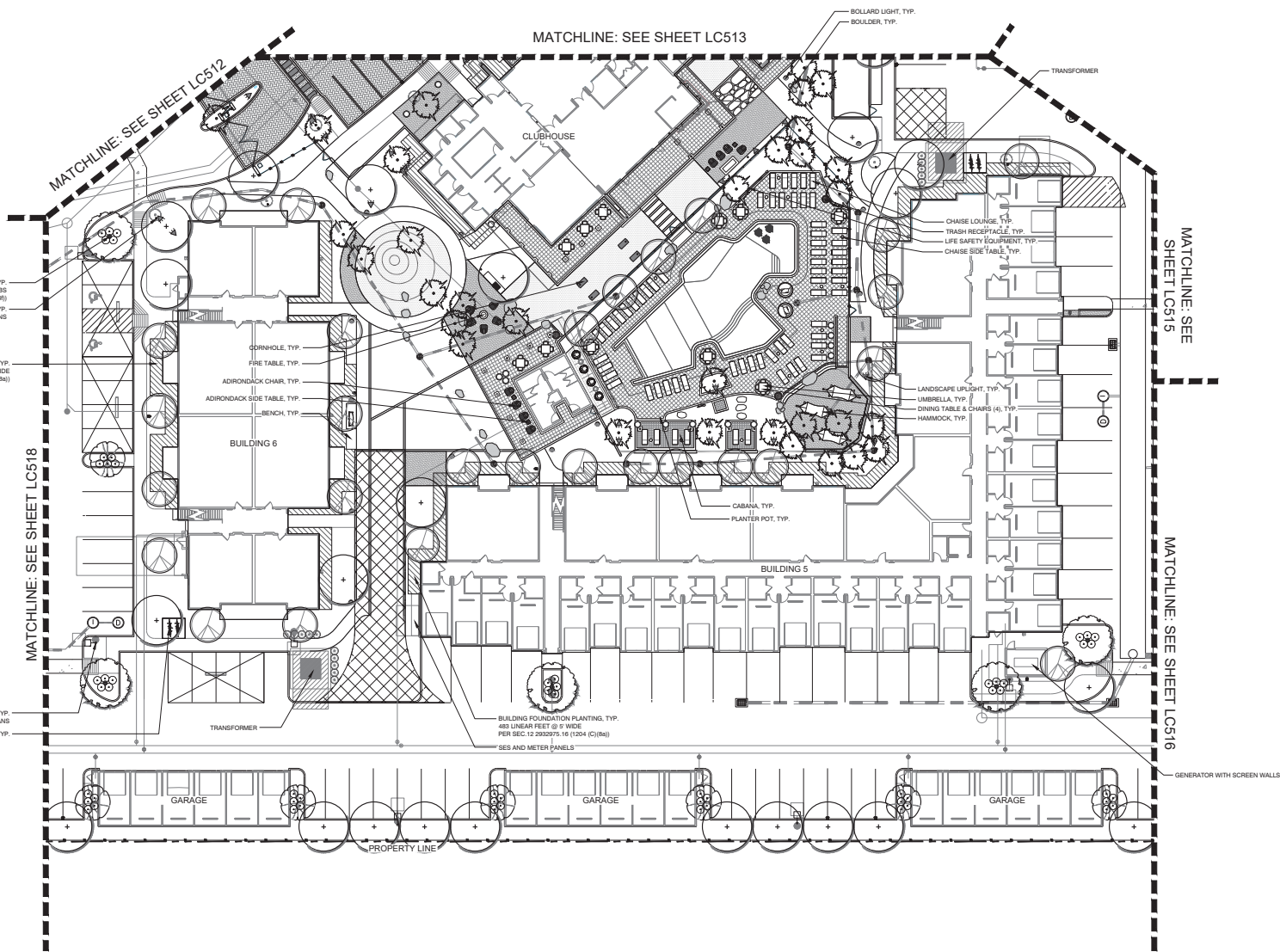
PLANT LEGEND

- CANOPY TREE
- CANOPY TREE - SITE
- UNDERSTORY TREE
- UNDERSTORY TREE - SITE
- PALM
- PALM - SITE
- ROW SHRUBS
- PARKING ISLAND SHRUBS
- STREET FRONTAGE SHRUBS
- SCREENING HEDGE
- FOUNDATION PLANTING

KEY PLAN

SCALE: 1" = 20'

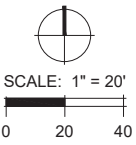
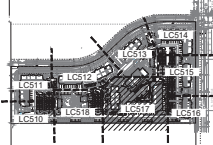
0 20 40



PLANT LEGEND

- CANOPY TREE
- CANOPY TREE - SITE
- UNDERSTORY TREE
- UNDERSTORY TREE - SITE
- PALM
- PALM - SITE
- ROW SHRUBS
- PARKING ISLAND SHRUBS
- STREET FRONTAGE SHRUBS
- SCREENING HEDGE
- FOUNDATION PLANTING

KEY PLAN



100 WEST 20TH AVENUE
 LONGWOOD, FLORIDA 32750
 407.641.1777
 Date: 10/29/2021
 Drawn by: KVV
 Reviewed by: J27TH
 Job Number: 210555
 Issued for: Date:
 ADDENDUM 1 10/29/2021

LIV AVONDALE
AVONDALE, ARIZONA

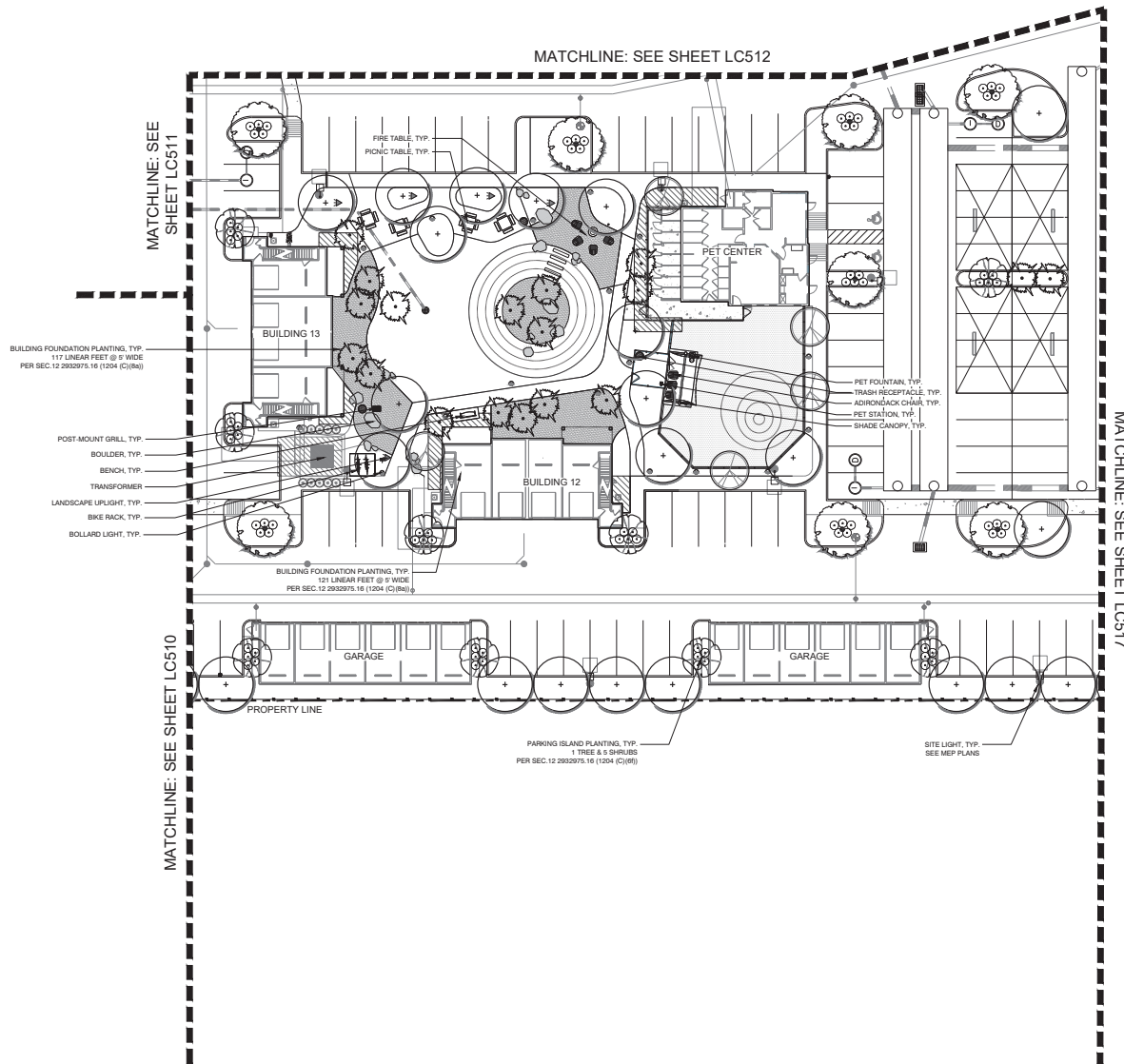
LIV DEVELOPMENT
 2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS

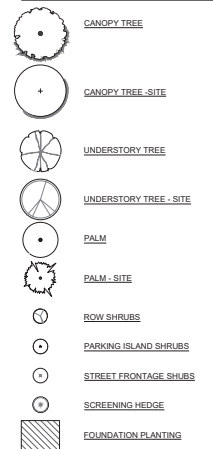
CODE LANDSCAPE PLAN

FOR PERMIT ONLY

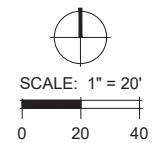
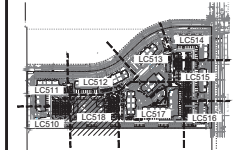
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PLANT LEGEND



KEY PLAN



100 WEST 20TH AVENUE
LONGWOOD, FLORIDA 32750
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Date: 10/29/2021
Drawn by: KV
Reviewed by: J27H
Job Number: 210505
Issued for: Date:
ADDENDUM 1 10/29/2021



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LONGWOOD, FLORIDA 32750
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Reviewed by: J27H
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ADDENDUM 1 10/29/2021



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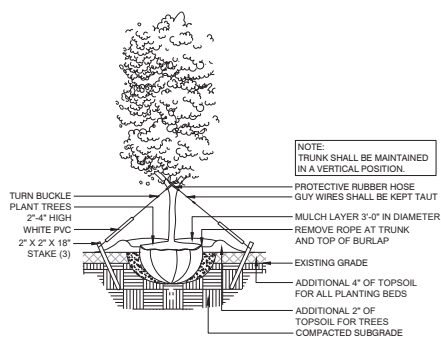
100 WEST 20TH AVENUE
LONGWOOD, FLORIDA 32750
407.641.1777

Date: 10/29/2021
Drawn by: KV
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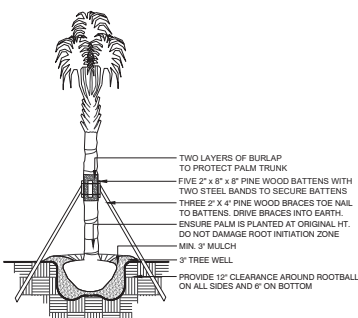


100 WEST 20TH AVENUE
LONGWOOD, FLORIDA 32750
407.641.1777

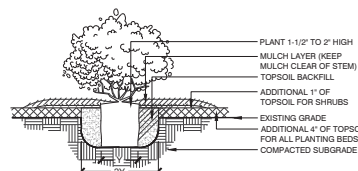
Date: 10/29/2021
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ADDENDUM 1 10/29/2021



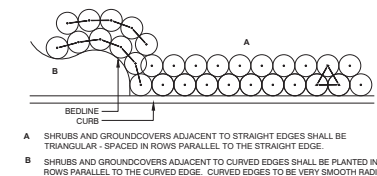
1 TYPICAL TREE PLANTING - CROSS SECTION
NTS P-MU-210505-02



2 TYPICAL PALM PLANTING
8" = 1'-0" P-MU-210505-03



3 TYPICAL SHRUB PLANTING
8" = 1'-0" P-MU-210505-01



4 TYPICAL SHRUB SPACING
1 1/2" = 1'-0" P-MU-210505-04

PLANTING DATA SHEET

REQUIRED LANDSCAPE IMPROVEMENTS BY ZONING DISTRICT	REQUIRED	PROVIDED
SINGLE FAMILY RESIDENTIAL (AG, RR-43, RR-18, R1-35, R1-15, R1-8, R1-6, R1-5)	N/A	N/A
MULTIPLE FAMILY RESIDENTIAL (R-2, R-3, R-4, MH)	474 TREES N/A	310 TREES * N/A
CITY CENTER		
REQUIRED LANDSCAPE AREAS	REQUIRED	PROVIDED
CP WITHIN EMPLOYMENT	N/A	N/A
A-1 WITHIN EMPLOYMENT	N/A	N/A
ALL DEVELOPMENT WITHIN MULTIPLE FAMILY	14,683 SQ. FT.	14,683 SQ. FT.
ALL DEVELOPMENT WITHIN ALL OTHER ZONING DISTRICTS	N/A	N/A
NOT LISTED ABOVE		
LANDSCAPE SETBACKS / TREES	104 TREES	104 TREES
LANDSCAPE SETBACKS / SHRUBS	1,040 SHRUBS	1,055 SHRUBS
LANDSCAPE SETBACKS / GROUNDCOVER	N/A	N/A
LAND USE BUFFERS	N/A	N/A
PARKING LOT / TREES	74 TREES	74 TREES
BUILDING FRONTAGE	3,450 SQ. FT.	3,647 SQ. FT.
CACTUS / SUCCULENTS	N/A	N/A
RIGHT-OF-WAY LANDSCAPING / TREES	55 TREES	57 TREES
RIGHT-OF-WAY LANDSCAPING / SHRUBS	550 SHRUBS	554 SHRUBS
SPECIAL PLANTING REQUIREMENTS (PAD, ZONING, ETC.)	N/A	N/A
TOTALS	REQUIRED	PROVIDED
TOTAL TREES	708 TREES	546 TREES *
TOTAL SHRUBS	1,590 SHRUBS	1,619 SHRUBS
TOTAL GROUNDCOVER	N/A	N/A
TOTAL GROUNDCOVER - INORGANIC	N/A	N/A
TOTAL RIGHT-OF-WAY LANDSCAPE AREA	3,886 SQ. FT.	3,950 SQ. FT.
TOTAL PARKING LOT LANDSCAPE AREA	2,500 SQ. FT.	2,500 SQ. FT.
TOTAL USEABLE OPEN SPACE (PAD ONLY)	N/A	N/A
TOTAL USEABLE OPEN SPACE (PAD ONLY)	N/A	N/A

* NOTE: THE DESIGN INTENT IS TO MAKE UP THE DEFICIT OF 162 TREES BY UPSIZING THE SAME QUANTITY OF TREES TO PROVIDE LARGER MATERIAL AND MORE INSTANT SHADE FOR THE COMMUNITY.

MONTHLY LANDSCAPE MAINTENANCE GUIDELINES

MONTH	REQUIREMENTS
JANUARY	SOD WINTER FERTILIZATION WITH POTASH 0-0-62 AND PRE-EMERGENT WEED CONTROL. SPOT TREAT WEEDS.
FEBRUARY / MARCH	TREE AND SHRUB SPRING GRANULAR FERTILIZATION AND INSECT/DISEASE CONTROL AS NEEDED.
MARCH	SOD SPRIG GRANULAR FERTILIZATION AND WEED/DISEASE CONTROL.
MARCH / APRIL	TREE AND SHRUB INSECT/DISEASE CONTROL / FERTILIZATION AS NEEDED.
MAY	SOD EARLY SUMMER FERTILIZATION AND WEED/DISEASE CONTROL.
MAY / JUNE	TREE AND SHRUB INSECT/DISEASE CONTROL / FERTILIZATION AS NEEDED.
JULY	SOD SUMMER GRANULAR FERTILIZATION AND WEED/INSECT CONTROL.
JULY / AUGUST	TREE AND SHRUB INSECT/DISEASE CONTROL / FERTILIZATION AS NEEDED.
SEPTEMBER	SOD LATE SUMMER FERTILIZATION AND INSECT/DISEASE CONTROL AS NEEDED.
OCTOBER	SOD WINTER OVERSEEDING. TREE AND SHRUB FALL GRANULAR FERTILIZATION AND INSECT/DISEASE CONTROL AS NEEDED.
NOVEMBER	SOD FALL GRANULAR FERTILIZATION / PRE-EMERGENT HERBICIDE APPLICATION AFTER RYE SEED GERMINATION
DECEMBER	TREE AND SHRUB INSECT/DISEASE CONTROL / FERTILIZATION.

LANDSCAPE NOTES

- CONTRACTOR IS EXPECTED TO CARRY OUT ALL RESPONSIBILITIES SET FORTH IN THESE LANDSCAPE NOTES AND IN THE LANDSCAPE SPECIFICATIONS. THEY WILL BE STRICTLY ENFORCED BY THE OWNER/LA.
- ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER ACCORDING TO THE CURRENT NURSERY GRADES AND STANDARDS.
- ALL PLANT BEDS SHALL BE DRESSED WITH 3" LAYER OF MULCH. ALL OTHER AREAS SHALL RECEIVE SOD (SEE PLAN FOR TYPE).
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO INSTALLATION.
- ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE TO RECEIVE THE LANDSCAPE ARCHITECT'S APPROVAL OF ALL PLANT BED LAYOUTS AND TREE LOCATIONS PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S APPROVAL, CONTRACTOR WILL BE SUBJECT TO RELOCATING THE MATERIAL AT THE LANDSCAPE ARCHITECT'S REQUEST AND THE CONTRACTOR'S OWN EXPENSE.
- ALL SHRUBS SHALL BE PLANTED 1-1/2' AND TREES 2-1/2' ABOVE GRADE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER PLANT HEALTH IN ON-SITE SOILS.
- CONTRACTOR SHALL PERFORM SOIL TESTING PRIOR TO CONSTRUCTION (1) TO DETERMINE NUTRIENT STATUS AND PH OF SOIL AND (2) TO DETERMINE THE SOIL TEXTURE IN THE TOP 6" - 12" OF SOIL, AND THEN AMEND THE SOIL BASED ON THE RESULTS OF THE TESTS. SEE THE LANDSCAPE SPECIFICATIONS FOR MORE INFORMATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING. GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS.
- SOIL SHALL BE FREE FROM LIME ROCK AND CONSTRUCTION DEBRIS.
- IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES REPRESENTED ON THE PLAN VS. QUANTITIES SHOWN ON THE PLANT LIST, THE PLAN SHALL CONTROL.
- CONTRACTOR SHALL MAINTAIN TREES IN A STRAIGHT AND PLUMB POSITION FOR ONE YEAR. CONTRACTOR SHALL STAKE ALL TREES IF REQUIRED BY THE JURISDICTION.
- PRIOR TO REMOVAL OF ANY TREES, THE TREES TO BE RETAINED SHALL HAVE PROTECTIVE TREE BARRIERS.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFFS AND QUANTITIES. THE QUANTITIES ON THE PLANT LIST SHALL BE HELD TO THE OWNER AND L.A. THIS INCLUDES SOD AND MULCH QUANTITIES OF WHICH THE CONTRACTOR SHALL BE HELD TO BID QUANTITIES.
- SUCCESSFUL BIDDER SHALL LOCK UP ALL MATERIALS IMMEDIATELY AFTER CONTRACT ASSIGNMENT. PLANTS SHALL BE HELD DURING THE PERIOD FROM CONTRACT TO INSTALLATION TO ALLOW ADDITIONAL GROWTH. ALL PLANTS WILL BE REQUIRED TO BE FULL AND HEALTHY. CONTRACTOR SHALL ARRANGE FOR PLANT APPROVAL PRIOR TO DELIVERY, EITHER BY SAMPLES, PHOTOS, OR NURSERY VISITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR WARRANTY OF HEALTH OF PLANTS IN ON-SITE SOILS. IF, DURING DIGGING, CONTRACTOR DISCOVERS WATER-LOGGED, CLAYEY, COMPACTED OR SIMILARLY POORLY DRAINED SOILS, IT SHOULD BE BROUGHT TO THE ATTENTION OF OWNER/LANDSCAPE ARCHITECT FOR REMEDIAL ACTION.
- CONTRACTOR SHALL ANTICIPATE THE FIRST FIVE FEET AROUND VIGOROUS PERIMETER WILL BE COMPACTED AND FOUNDATION BEDS SHOULD BE FILLED AND IMPROVED TO SUSTAIN BIDDING, HEALTHY PLANT GROWTH.

CITY OF AVONDALE GENERAL LANDSCAPE NOTES

- ALL SINGLE-TRUNK TREES REQUIRED ON SITE SHALL BE TWO (2) INCH CALIPER AVERAGE SIZE. TREE CALIPERS FOR SINGLE-TRUNK TREES SHALL BE MEASURED AT TWELVE (12) INCHES ABOVE THE GROUND. ALL MULTI-TRUNK TREES SHALL BE ONE AND ONE-HALF (1-1/2) INCH CALIPER MINIMUM. TREE CALIPER FOR MULTI-TRUNK TREES SHALL BE MEASURED TWELVE (12) INCHES ABOVE THE FIRST FORK OR TWELVE (12) INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTI-TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ALL ITS TRUNKS. MULTI-TRUNK TREES SHALL HAVE NO MORE THAN THREE (3) TRUNKS.
- TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZE ONLY SHALL NOT BE ACCEPTED.
- THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE (SEE SHEET LC701).
- A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENDOURCH UPON THIS CLEAR SPACE WHEN MATURE.
- PLANTINGS WITHIN ANY SIGHT VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SIGHT VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
- THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL BE ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

CITY OF AVONDALE GENERAL IRRIGATION NOTES

FULL IRRIGATION PLANS PROVIDING 100% COVERAGE FOR ALL REQUIRED LANDSCAPE AREAS SHALL BE DESIGNED AND INSTALLED TO CONFORM WITH THE REQUIREMENTS SET FORTH IN SECTION 12, SUBSECTION 1203 (C) OF THE CITY OF AVONDALE LAND DEVELOPMENT CODE. FULL IRRIGATION PLANTS TO BE PROVIDED IN THE FUTURE ALONG WITH ANY ENHANCEMENTS MADE TO THE OVERALL CODE MINIMUM LANDSCAPE PLANS. IRRIGATION SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

- ALL LANDSCAPING SHALL BE SERVICED WITH A PERMANENT UNDERGROUND AUTOMATED IRRIGATION SYSTEM DESIGNED IN COMPLIANCE WITH THE "MINIMUM STANDARDS FOR LANDSCAPE IRRIGATION" AS PUBLISHED BY THE ARIZONA CHAPTER OF THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS. A BACKFLOW PREVENTION ASSEMBLY SHALL BE PROVIDED AND SIZED ACCORDING TO STANDARD DETAILS ADOPTED BY THE CITY. ALL IRRIGATION AND LANDSCAPED AREAS SHALL BE DESIGNED, CONSTRUCTED, AND MAINTAINED SO AS TO PROMOTE WATER CONSERVATION AND PREVENT WATER OVERFLOW OR SEEPAGE.
- ANY AREAS REQUIRING NATIVE RE-VEGETATION OR RESTORATION SHALL BE IRRIGATED WITH AN UNDERGROUND AUTOMATED IRRIGATION SYSTEM UNTIL ALL PLANTS HAVE BEEN ESTABLISHED AS DETERMINED BY THE ZONING ADMINISTRATOR OR AUTHORIZED DESIGNEE.



Date: 10/20/2021
Drawn by: KV
Reviewed by: J27H
Job Number: 210505
Issued for: _____
Date: _____

LIV AVONDALE
AVONDALE, ARIZONA

LIV DEVELOPMENT
2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS

CODE LANDSCAPE DETAILS

FOR PERMIT ONLY

Sheet Number:

LC600

PLANT SCHEDULE



CANOPY TREE / CANOPY TREE - SITE

QUANTITY - 212 TREES

26	Dalbergia sissoo / Rosewood	24"box	1.5'-2.5' cal. full + healthy
26	Fraxinus velutina 'Rio Grande' / Rio Grande Velvet Ash	24"box	1.5'-2.5' cal. full + healthy
26	Platanus wrightii / Arizona Sycamore	24"box	1.5'-2.5' cal. full + healthy
26	Platanus wrightii / Arizona Sycamore	48"box	3'-3.5' cal. full + healthy
27	Prosopis x 'Phoenix' TM / Phoenix Thornless Mesquite	24"box	1.5'-2.5' cal. full + healthy
27	Quercus virginiana / Southern Live Oak	24"box	1.5'-2.5' cal. full + healthy
27	Quercus virginiana / Southern Live Oak	65 gal	3'-3.5' cal. full + healthy
27	Ulmus parvifolia / Lacebark Elm	24"box	1.5'-2.5' cal. full + healthy



UNDERSTORY TREE / UNDERSTORY TREE - SITE

QUANTITY - 159 TREES

31	Elaeocarpus decipiens / Japanese Blueberry Tree	24"box	1.5'-2.5' cal. full + healthy
32	Parkinsonia florida / Blue Palo Verde	24"box	1.5'-2.5' cal. full + healthy
32	Parkinsonia praecox / Sonoran Palo Verde	24"box	1.5'-2.5' cal. full + healthy
32	Pistacia chinensis / Chinese Pistache	24"box	1.5'-2.5' cal. full + healthy
32	Pistacia 'Red Push' / Red Push Pistache	24"box	1.5'-2.5' cal. full + healthy



PALM / PALM - SITE

QUANTITY - 176 TREES

88	Phoenix dactylifera / Date Palm	FG	12' CT. full + healthy
88	Sabal palmetto / Sabal Palm	FG	12' CT. full + healthy



ROW SHRUBS / FRONTAGE SHRUBS / PARKING ISLAND SHRUBS / SCREENING HEDGE

QUANTITY - 2,115 SHRUBS

124	Agave desmetiana / Smooth Agave	5 gal	18" ht. x 18" sprd. full + healthy
124	Agave sisalana / Sisal Agave	5 gal	24" ht. x 24" sprd. full + healthy
124	Bougainvillea x 'La Jolla' / La Jolla Bougainvillea	5 gal	12" ht. x 12" sprd. full + healthy
124	Caesalpinia pulcherrima / Red Bird Of Paradise	5 gal	24" ht. x 12" sprd. full + healthy
124	Cassia phyllodinea / Silvery Cassia	5 gal	12" ht. x 24" sprd. full + healthy
124	Eremophila maculata / Spotted Emu Bush	5 gal	12" ht. x 12" sprd. full + healthy
124	Hamelia patens / Firebush	5 gal	30" ht. x 30" sprd. full + healthy
124	Hesperaloe parviflora / Red Yucca	5 gal	30" ht. x 30" sprd. full + healthy
124	Leucophyllum frutescens / Texas Sage	5 gal	24" ht. x 12" spr. full + healthy
124	Muhlenbergia capillaris 'Regal Mist' / Regal Mist Muhly Grass	5 gal	36" ht. x 36" sprd. full + healthy
125	Muhlenbergia rigens / Deer Grass	5 gal	24" ht. x 24" sprd. full + healthy
125	Pedicularis macrocarpa / Slipper	5 gal	12" ht. x 12" sprd. full + healthy
125	Rosmarinus officinalis / Rosemary	5 gal	18" ht. x 18" sprd. full + healthy
125	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	5 gal	18" ht. x 15" sprd. full + healthy
125	Ruellia peninsularis / Wild Petunia	5 gal	24" ht. x 12" sprd. full + healthy
125	Tecoma capensis / Cape Honeysuckle	5 gal	24" ht. x 24" sprd. full + healthy
125	Trachelospermum jasminoides / Chinese Star Jasmine	5 gal	24" ht. x 24" sprd. full + healthy



FOUNDATION PLANTING

QUANTITY - 16,644 SQ. FT.

1,664 SQ. FT.	Asparagus densiflorus 'Myers' / Myers Asparagus Fern	1 gal	12" ht. x 12" sprd. full + healthy
1,664 SQ. FT.	Bougainvillea esp. / Bougainvillea	1 gal	24" ht. min. assorted colors, full + healthy
1,664 SQ. FT.	Delonix regia / Purple Ice Plant	1 gal	10" ht. x 10" sprd. full + healthy
1,664 SQ. FT.	Diesels bicolor / Fortnight Lily	5 gal	36" ht. x 24" sprd. full + healthy
1,664 SQ. FT.	Ilex vomitoria 'Stokes Dwarf' / Stokes Dwarf Yaupon Holly	5 gal	18" ht. x 18" sprd. full + healthy
1,664 SQ. FT.	Lantana camara 'Radiation' / Radiation Lantana	5 gal	18" ht. x 18" sprd. full + healthy
1,665 SQ. FT.	Lantana x 'New Gold' / New Gold Lantana	5 gal	18" ht. x 18" sprd. full + healthy
1,665 SQ. FT.	Malephora tetraloia / Yellow Ice Plant	1 gal	8" ht. x 8" sprd. full + healthy
1,665 SQ. FT.	Podranea ricasoliana / Pink Trumpet Vine	1 gal	18" ht. x 24" sprd. full + healthy
1,665 SQ. FT.	Wedelia trilobata / Creeping Oxeye	1 gal	8" ht. x 8" sprd. full + healthy



SOD

Bermuda Sod



GRAVEL

Aggregate Fines - Maximum Size 3/8" - Natural Tones; Colors to Complement the Architecture



100 WEST 200th AVENUE
LONGWOOD, FLORIDA 32750
407.641.1777

Date: 10/20/2021

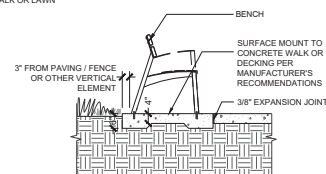
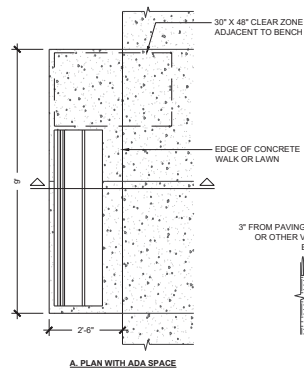
Drawn by: KV

Reviewed by: JCTH

Job Number: 210555

Issued for: Date: 10/20/2021

ADDENDUM 1



ITEM SPECIFICATIONS:
FGP BENCH - BACKED 70
FINISH : TBD
WOOD : TBD

LANDSCAPE FORMS
REP: KELLIE MOORE
800.441.1945 X 1322
www.landscapeforms.com

 $1/4^{\circ} = 1'-0"$

P.MIL.210505.27

 $1/2^{\circ} = 1'-0''$

P.MIL.210505.28



ITEM SPECIFICATIONS:
FGP LITTER
FINISH : TBD
WOOD : TBD

LANDSCAPE FORMS
REP: KELLIE MOORE
800.441.1945 X 1322
www.landscapeforms.com

N.T.S.

P.MU.210/505.29

Date:	10/20/2021
Drawn by:	KV
Reviewed by:	JG/TM
Job Number:	210505
Issued for:	Date:

LIV AVONDALE
AVONDALE, ARIZONA

LIV DEVELOPMENT
22204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209

LANDSCAPE PERMIT DRAWINGS

SITE DETAILS

FOR PERMIT ONLY

Sheet Number:
LC800

EXTERIOR MATERIAL LEGEND

MASONRY		STUCCO		MINERAL FIBER CEMENT	ROOFING	EXTERIOR PAINT COLORS			METALS
STU-01 STONE (VARI) MANUFACTURED STONE	STU-02 CHART PLASTERING WHITE	STU-03 CHART PLASTERING SAGE	STU-04 CHART PLASTERING SWIRL UNKNOWN	STU-05 FIBER CEMENT FASCIA FASCIA BOARD SIZE WHITE	STU-06 TPO	STU-07 SWIRL UNKNOWN	STU-08 SWIRL SAGE	STU-09 METAL OVERLAYS PAINTED WHITE	STU-10 WHITE METAL PANELS (W) WHITE METAL PANEL
STU-11 OAK STONE	STU-12 CHART PLASTERING SAGE	STU-13 CHART PLASTERING SWIRL UNKNOWN	STU-14 CHART PLASTERING SWIRL UNKNOWN	STU-15 FIBER CEMENT FASCIA FASCIA BOARD SIZE URBANE BRONZE	STU-16 TPO	STU-17 SWIRL UNKNOWN	STU-18 SWIRL SAGE	STU-19 METAL OVERLAYS PAINTED WHITE	STU-20 WHITE METAL PANELS (W) WHITE METAL PANEL



BUILDING TYPE ONE - SOUTHWEST
BUILDING TYPE TWO - SOUTHEAST
1/8" = 1'-0"



BUILDING TYPE ONE - EAST
1/8" = 1'-0"



BUILDING TYPE ONE - NORTH
1/8" = 1'-0"

SITE PLAN
RESUBMISSION
OCTOBER 20, 2021

PROCESSED BY THE BOARD
ONLY THESE DOCUMENTS ARE
VALID FOR THE PROJECT.
INTENDED FOR CONSTRUCTION
UNDER SUPERVISION OF
LICENSED ARCHITECT
LICENSE NO. 12345

NOT FOR
CONSTRUCTION

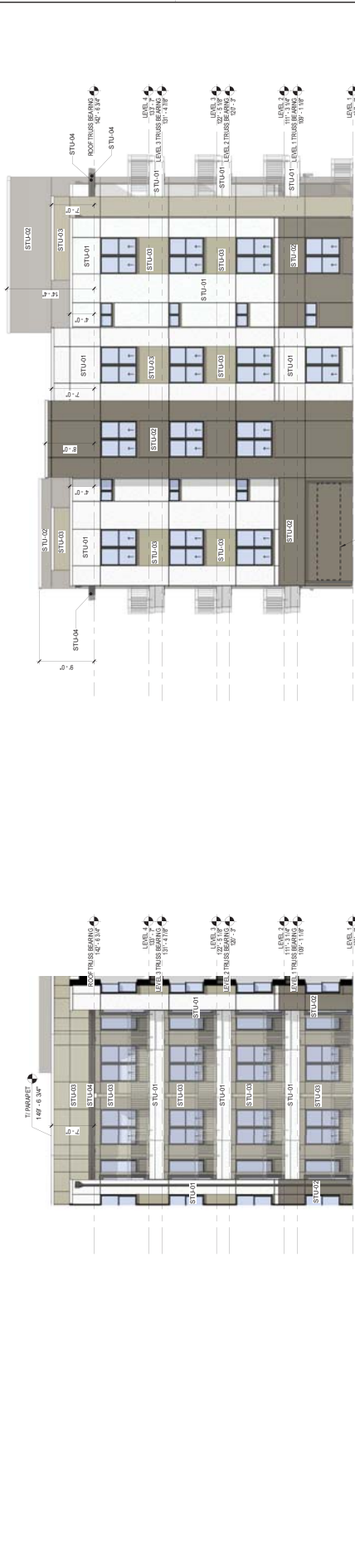
EXTERIOR
ELEVATIONS

Sheet
SP-03

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EXTERIOR MATERIAL LEGEND					
MASONRY	STUCCO	MINERAL FIBER CEMENT	ROOFING	EXTERIOR PAINT COLORS	METALS
 STONE VENEER MANUFACTURE STONE	 S101 STONE VENEER STONE PLASTER WHITE TAIL  S102 STONE VENEER STONE PLASTER MOUNTAIN SAGE  S103 STONE VENEER STONE PLASTER MOUNTAIN SAGE	 M101 MINERAL FIBER CEMENT PT-01 WHITE TAIL  M102 MINERAL FIBER CEMENT PT-02 MOUNTAIN SAGE  M103 MINERAL FIBER CEMENT PT-03 MOUNTAIN SAGE	 R101 TPO  R102 TPO	 P101 WHITE TAIL  P102 MOUNTAIN SAGE  P103 MOUNTAIN SAGE	 M101 METAL OVERHANGS PAINTED WHITE  M102 METAL OVERHANGS PAINTED WHITE  M103 METAL OVERHANGS PAINTED WHITE



[illegible]

3 BUILDING TYPE THREE - NORTHWEST
1/8" = 1'-0"



1 BUILDING TYPE THREE - NORTH
1/8" = 1'-0"

[illegible]

3 BUILDING TYPE THREE - EAST
18" = 1'-0"



2 BUILDING TYPE THREE - WEST
18" = 1'-0"

1 BUILDING TYPE THREE - PARTIAL WEST $1/8^{\circ} = 1:0^{\circ}$ REF. ELEC.



LIV
DEVELOPMENT
2204 Lakeshore Drive
Suite 450
Birmingham, AL 35209
1.205.484.2840
www.livdev.com

AVONDALE, AZ

MASONRY

RED STONING



1/8" = 1'-0"

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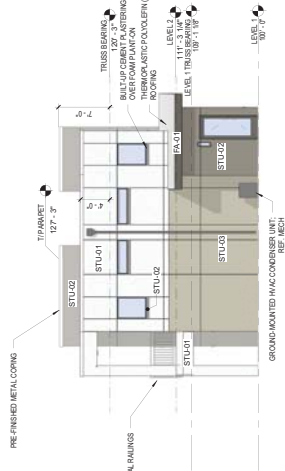
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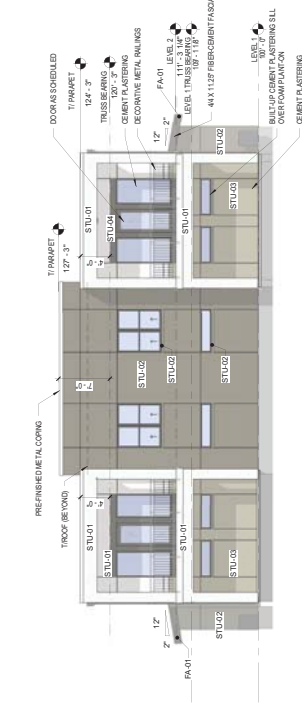


EXTERIOR MATERIAL LEGEND

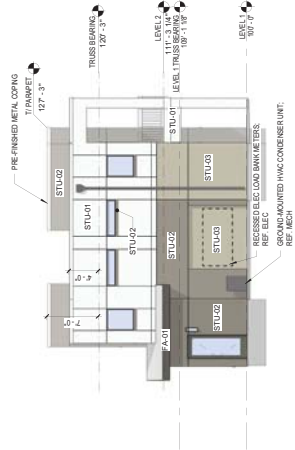
MASONRY		STUCCO		MINERAL FIBER CEMENT	ROOFING	EXTERIOR PAINT COLORS				METALS	
STU01 STONE (VARIETY) HAND-ACQUIRED STONE	STU02 CEMENT PLASTERING UNKNOWN	STU03 CEMENT PLASTERING WHITE	STU04 CEMENT PLASTERING SAGE	STU05 CEMENT PLASTERING FASCA FASCA BOARD SIZE URBANE BRONZE	TRU01 TPO	STU06 SWIRL WHITE	STU07 SWIRL UNKNOWN	STU08 SWIRL SAGE	STU09 SWIRL UNKNOWN	STU10 METAL OVERLAYS PAINTED WHITE	STU11 WHITE METAL PANELING (W/INFEEL PANEL)
STU12 GROUT STONE	STU13 CEMENT PLASTERING SAGE	STU14 CEMENT PLASTERING SAGE	STU15 CEMENT PLASTERING SAGE	STU16 CEMENT PLASTERING FASCA FASCA BOARD SIZE URBANE BRONZE	TRU02 TPO	STU17 SWIRL URBANE BRONZE	STU18 SWIRL HARVEST GOLDEN OAK	STU19 SWIRL HARVEST GOLDEN OAK	STU20 METAL OVERLAYS PAINTED WHITE	STU21 WHITE METAL PANELING (W/INFEEL PANEL)	STU22 WHITE METAL PANELING (W/INFEEL PANEL)



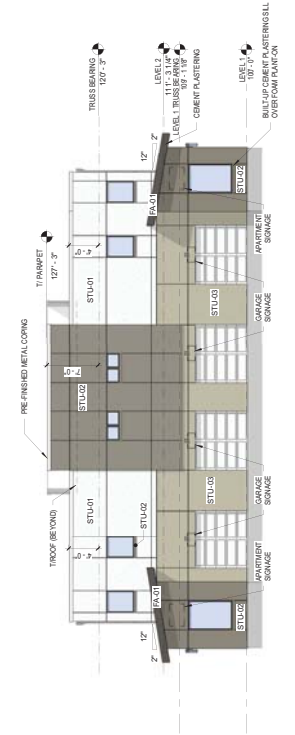
4 CARRIAGE HOUSE - BUILDING 11 - SOUTH
BUILDING 12 - WEST
BUILDING 13 - NORTH
1/8" = 1'-0"



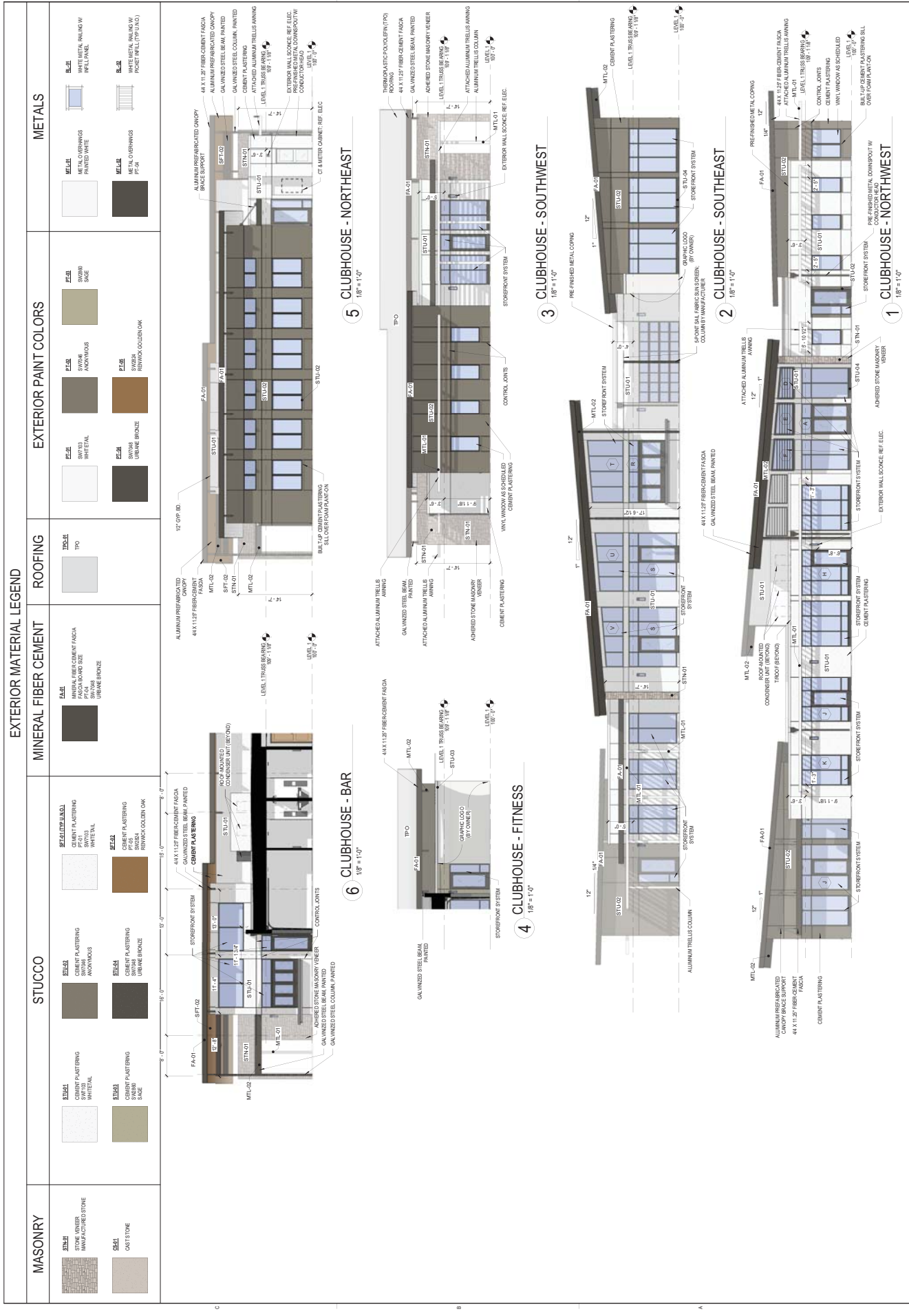
3 CARRIAGE HOUSE - BUILDING 11 - WEST
BUILDING 12 - NORTH
BUILDING 13 - EAST
1/8" = 1'-0"



2 CARRIAGE HOUSE - BUILDING 11 - NORTH
BUILDING 12 - EAST
BUILDING 13 - SOUTH
1/8" = 1'-0"



1 CARRIAGE HOUSE - BUILDING 11 - EAST
BUILDING 12 - SOUTH
BUILDING 13 - WEST
1/8" = 1'-0"





**SITE PLAN
RESUBMISSION**

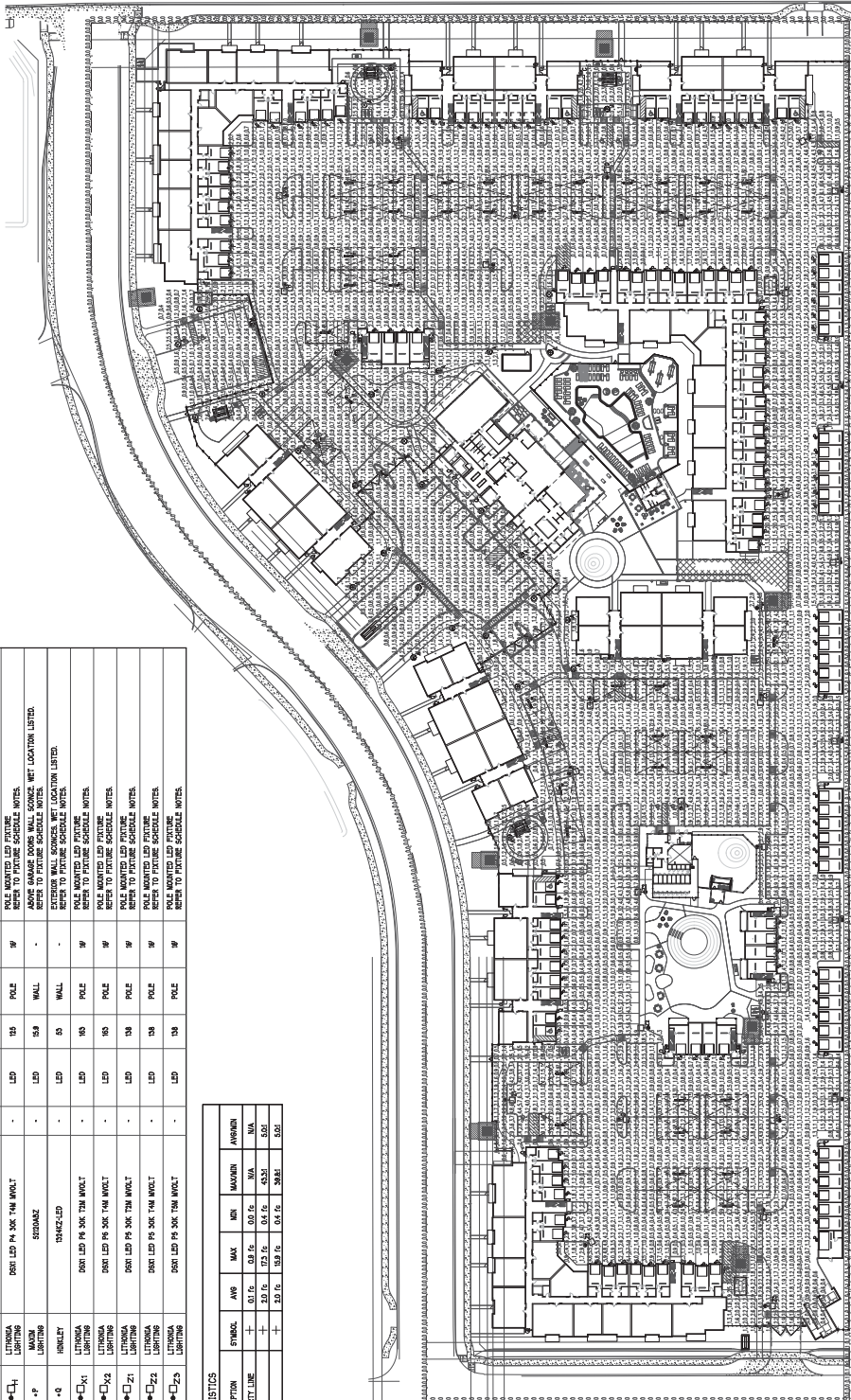
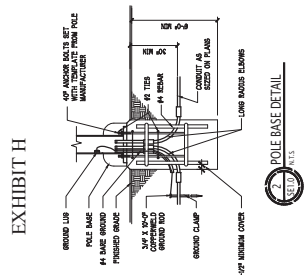
Title
ELECTRICAL
SITE
PHOTOMETRIC
PLAN

Sheet
SE1.0

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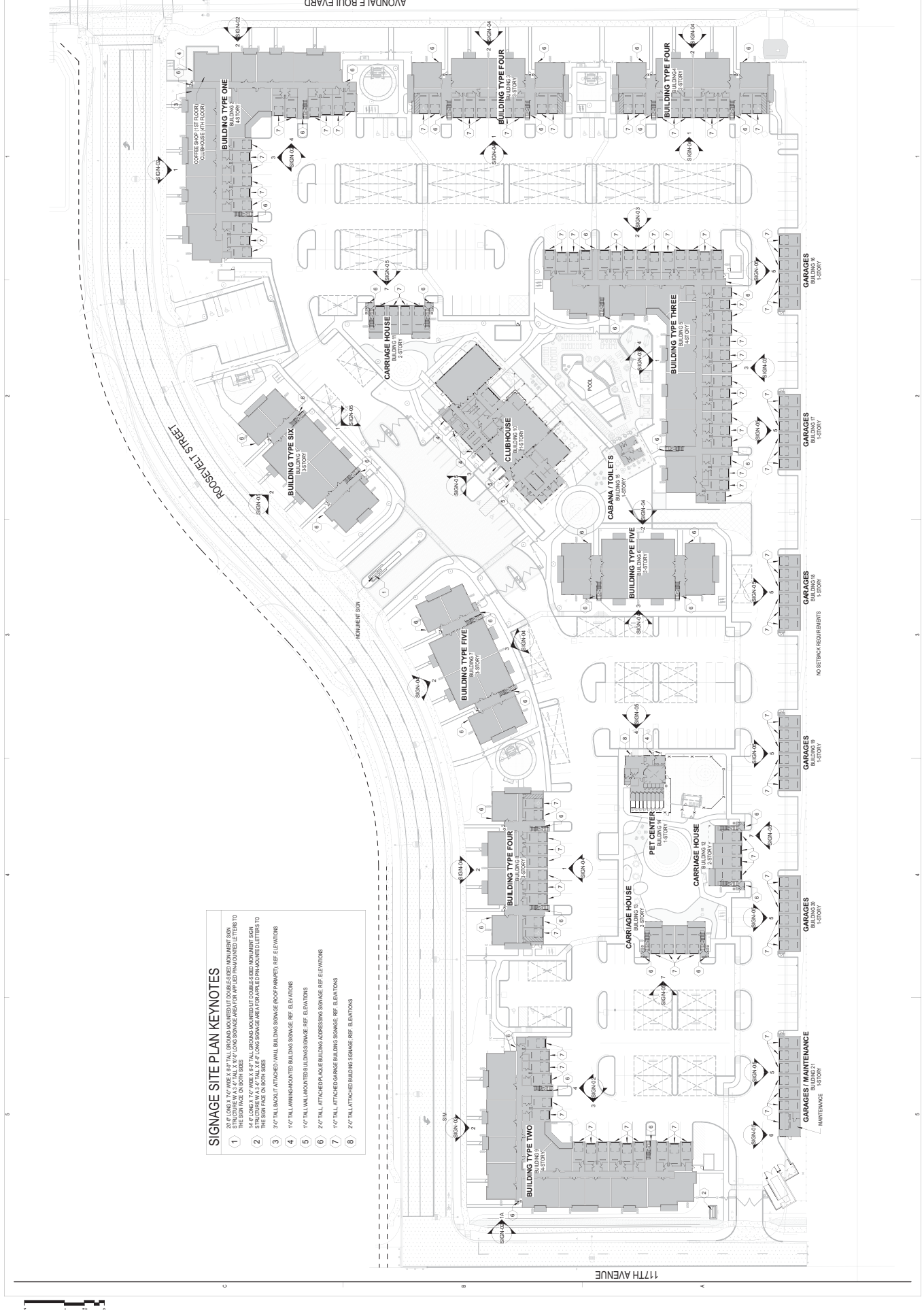
STATISTICS		SYMBOL	AVG	MAX	MIN	MAX/MIN	AVAR/AVG
PROPERTY LINE		+	0.1 Fe	0.8 Fe	0.0 Fe	N/A	N/A
LAST		+	2.0 Fe	17.5 Fe	0.4 Fe	43.5x	5.0x
NEST		+	2.0 Fe	15.9 Fe	0.4 Fe	39.8x	5.0x



ELECTRICAL SITE LIGHTING PLAN

ELECTRICAL DRAWING INDEX

SEU ELECTRICAL SITE PHOTOMETRIC PLAN
SEU SITE LIGHTING FIXTURE CUTSHEETS





4 BUILDING TYPE ONE - WEST ELEVATION / BUILDING TYPE TWO - SOUTH ELEVATION - SIGNAGE
1" = 10'-0"

3 BUILDING TYPE ONE - SOUTH ELEVATION / BUILDING TYPE TWO - EAST ELEVATION - SIGNAGE
1" = 10'-0"



2 BUILDING TYPE ONE - EAST ELEVATION / BUILDING TYPE TWO - NORTH ELEVATION - SIGNAGE
1" = 10'-0"



1A BUILDING TYPE TWO - PARTIAL WEST ELEVATION - SIGNAGE
1" = 10'-0"

1 BUILDING TYPE ONE - NORTH ELEVATION / BUILDING TYPE TWO - WEST ELEVATION - SIGNAGE (REFERENCE ELEVATION 1A FOR BUILDING TYPE TWO CORNER CONDITION)
1" = 10'-0"



3 BUILDING TYPE THREE - SOUTH ELEVATION - SIGNAGE
1" = 10'-0"



2 BUILDING TYPE THREE - EAST ELEVATION - SIGNAGE
1" = 10'-0"



4 BUILDING TYPE THREE - WEST ELEVATION - SIGNAGE
1" = 10'-0"



1 BUILDING TYPE THREE - NORTH ELEVATION - SIGNAGE
1" = 10'-0"



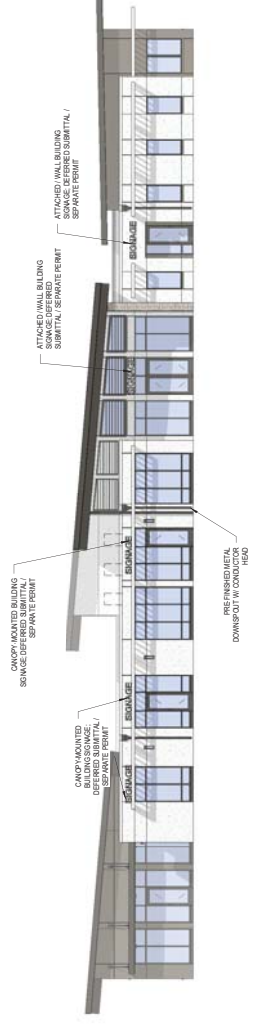
3 BUILDING TYPE FIVE - REAR ELEVATION - SIGNAGE
1" = 10'-0"

2 BUILDING TYPE FOUR & FIVE - FRONT ELEVATION -
SIGNAGE
1" = 10'-0"

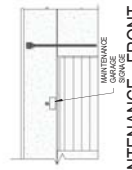
1 BUILDING TYPE FOUR - REAR ELEVATION - SIGNAGE
1" = 10'-0"



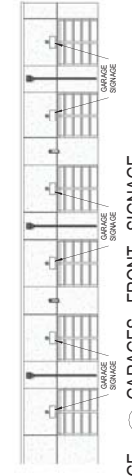
7 CARRIAGE HOUSE - FRONT - SIGNAGE
1" = 10'-0"



3 CLUBHOUSE - FRONT - SIGNAGE
1" = 10'-0"



6 MAINTENANCE - FRONT - SIGNAGE
1" = 10'-0"



5 GARAGES - FRONT - SIGNAGE
1" = 10'-0"



2 BUILDING TYPE SIX - FRONT ELEVATION - SIGNAGE
1" = 10'-0"



1 BUILDING TYPE SIX - REAR - SIGNAGE
1" = 10'-0"



4 PET CENTER - FRONT - SIGNAGE
1" = 10'-0"

CITY COUNCIL REPORT

SUBJECT: Water Resources Update

MEETING DATE: 2/7/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

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

Reducing water loss by 7%, supporting sustainable companies such as vertical farming, and developing initiatives and policy to help guide development with a growing water smart approach are just some of the programs Public Works supports and uses to manage our water resources.

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

Staff has a history of developing partnerships with outside organizations to improve our water portfolio. These partnerships include the City of Phoenix (NAWS), SRP (Shared Wells, Bartlett Dam Feasibility, and Roosevelt Flood Control Space Projects) and most recently with the City of Chandler (NAUSP) and the potential acquisition of their recharge capacity and land.

PURPOSE:

City Council will receive an update from staff regarding the City's diverse water portfolio, the current condition of our resources, and the planning underway to ensure that our water resources grow with the future of our City. This item is for discussion only.

BACKGROUND:

The City has one of the most unique water portfolios in the Southwest. Providing a reliable and sustainable water supply is a priority for Avondale. This requires constant planning and partnering. Strategies are in place to ensure that the City of Avondale can provide safe, sufficient water supplies to our customers now and into the future.

This topic is especially important as we embark with the renewal of our Designation of Assured Water Supply with the Arizona Department of Water Resources which is set to expire in 2025. This renewal requires the ability and resources to supply water for the next 100 years.

DISCUSSION:

The information presented will lead to discussions in order to assist the Mayor and Council in making informed decisions regarding the City's operations, development, future studies and partnership opportunities along with capital improvement and resource investments as they relate to our water resources and infrastructure.

Public Works manages its water portfolio and delivery of water services first and foremost with highest regard to public health and safety, meeting all local, state and federal regulations with the highest standards for innovative and exceptional customer service. Additionally, we understand that sustainable community development is only possible with adequate water supplies to meet those needs for future growth. In this presentation, staff will highlight the City's water portfolio, state of the Colorado River, proposed projects that will enhance our portfolio, considerations for future development, and current steps related to the planning of "Southern Avondale" which will all support a proactive and sustainable water future.

BUDGET IMPACT:

For information and discussion only; there is no request for budgetary allowances with this report.

RECOMMENDATION:

The information presented is intended to educate and encourage discussion related to Avondale's Water Resources.

Contact person for document distribution: N/A