



## **City of Avondale**

### **City Council Meeting**

Monday, April 4, 2022

### **Mayor and Council**

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

### **Administration**

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

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

### **City Council Chambers**

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting  
Notice & Agenda  
Monday, April 4, 2022

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

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**SPECIAL MEETING  
5:30 PM**

**CALL TO ORDER BY MAYOR**

**1. ROLL CALL BY THE CITY CLERK**

**2. NEW EMPLOYEE INTRODUCTIONS**

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

**Finance and Budget Department**

- Renee Weatherless, Finance and Budget Director

**Fire and Medical Department**

- Timothy Blum, Firefighter
- Tucker Bruen, Firefighter
- Eric Garcia, Firefighter
- Josue Montes, Firefighter
- Westley Tank, Firefighter
- Ryan Tramel, Firefighter

**Information Technology Department**

- Bill Bounds, Senior IT Network Engineer
- Austen Fortenberry, IT Desktop Technician 1

**3. ESMERALDA "ESMIE" AVILA RETIREMENT PROCLAMATION**

The City Council will present a proclamation recognizing Esmeralda "Esmie" Avila on the occasion of her retirement and for her 32 and a half years of service to the City of Avondale. This item is for discussion only.

**4. ADJOURNMENT**



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## **REGULAR MEETING**

**6:00 PM**

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

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

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

#### **3. CONSENT AGENDA**

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

##### **a. MINUTES**

City Council will consider a request to approve the February 7, 2022 City Council meeting minutes. The Council will take appropriate action.

##### **b. AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR EXECUTIVE RECRUITMENT SERVICES**

City Council will consider a request to: (a) approve a Professional Services Agreement with Ralph Andersen & Associates, Executive Recruitment Services, to include the Executive Recruitment for the vacant City Manager position for a fixed fee of \$34,500, and additional services as requested by the City; (b) authorize the necessary budget transfers; and (c) authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents and any future amendments. The Council will take appropriate action.

##### **c. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH WYYERD CONNECT LLC**

City Council will consider a request to approve the Wired Telecommunications License Agreement with Wyverd Connect LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

##### **d. PUBLIC WORKS TRANSIT BUDGET AMENDMENT**

City Council will consider requests to approve a budget amendment increase for FY2022 in the amount \$250,000 for the purpose of increased costs to the Valley Metro Intergovernmental Agreement for the operations of the ZOOM Circulator, and to amend the requisite administrative award authority, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

##### **e. PUBLIC WORKS FLEET SERVICES FUEL BUDGET AMENDMENT**

City Council will consider requests to approve a budget amendment increase for FY2022 in the amount \$416,000 for the purpose of purchasing fuel for the City-owned fleet, and to amend the requisite administrative award authority, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. AWARD AUTHORITY AMENDMENT FOR PUBLIC WORKS**

City Council will consider a request to amend the Administrative Award Authority for certain operating products and services for FY2021-2022 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**g. AWARD AUTHORITY FOR VEHICLE MAINTENANCE REPAIR**

The City Council will consider a request to increase spending authority for fire apparatus maintenance and repairs in the amount of \$100,000. The Council will take appropriate action.

**h. ALAMAR PHASE 3 - FINAL PLAT - APPLICATION PL-21-0258**

City Council will consider a request by Mr. Frank Koo PE, Wood, Patel & Associates, Inc., for approval of a Final Plat for Alamar Phase 3. The proposed Final Plat creates 345 single-family residential lots, area tracts, and dedicates streets and easements on approximately 110 acres located north of the northeast corner of El Mirage Road and Southern Avenue. The Council will take appropriate action

**i. RESOLUTIONS 1022-0422 AND 1023-0422 – MAINTENANCE IMPROVEMENT DISTRICT NO. 33 FOR ALAMAR PHASE 3 FINAL PLAT**

City Council will consider a request to approve the Petition for Formation, adopt Resolution 1022-0422, declaring its intention to form the City of Avondale Maintenance Improvement District No. 33, Alamar Phase 3 Final Plat, providing for the assessment, and adopt Resolution 1023-0422, 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.

**j. ORDINANCE 2022-0422 - SRP POWER DISTRIBUTION EASEMENTS FOR 107TH AVENUE AND MCDOWELL ROAD PROJECT**

City Council will consider a request to adopt Ordinance No. 2022-0422, granting two (2) power distribution easements to SRP in connection with the 107th Avenue and McDowell Road Intersection Improvement Project and authorize the Mayor or Acting City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

**k. ORDINANCE 2023-0422 - SECOND AMENDMENT TO THE LEASE AGREEMENT FOR PHOENIX CHILDREN'S HOSPITAL**

City Council will consider a request to adopt Ordinance 2023-0422, approving a second amendment to the lease agreement for Phoenix Children's Hospital and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**4. REGULAR AGENDA**

**a. FIRE STATION #171**

City Council will receive an update from staff and consider a request to direct staff on four potential options for Fire Station #171. The Council will take appropriate action.

**b. PUBLIC HEARING - 2022 - 2023 HUD ANNUAL ACTION PLAN**

City Council will hold a public hearing and receive an update on the draft of the City's 2022-2023 Annual Action Plan which is required by the U.S. Department of Housing and Urban Development (HUD) as a condition to receive the Community Development Block Grant (CDBG) and HOME Investment Partnership funding (HOME). This item is for discussion only, no action will be taken.

**5. ADJOURNMENT**

**WORK SESSION**  
**Convene immediately following the Regular Meeting**

**CALL TO ORDER BY MAYOR**

**1. ROLL CALL BY THE CITY CLERK**

**2. INTEGRITY LINE**

City Council will receive a presentation from the City Attorney regarding the implementation of an Integrity Line. This item is for discussion only.

**3. EMPLOYEE ENGAGEMENT SURVEY**

A presentation and update regarding the all-employee engagement survey conducted from February 23, 2022 through March 9, 2022 will be provided to the City Council. This item is for discussion only.

**4. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED BUDGET**

City Council will receive a general overview of the City Manager's proposed budget for fiscal year 2023 (FY2023). This item is for discussion only.

**5. ADJOURNMENT**

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

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

## CITY COUNCIL REPORT

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**SUBJECT:** Esmeralda "Esmie" Avila Retirement Proclamation

**MEETING DATE:** 4/4/2022

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**TO:** Mayor and Council

**FROM:** Kirk L. Beaty, PE, Public Works Director, (623) 333-4417

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

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**STRATEGIC PLAN:**

n/a

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**PURPOSE:**

The City Council will present a proclamation recognizing Esmeralda "Esmie" Avila on the occasion of her retirement and for her 32 and a half years of service to the City of Avondale. This item is for discussion only.

**BACKGROUND:**

Esmie Avila has been a City of Avondale employee for more than 32 years. On March 10, 2022 she officially retired from the City. This proclamation is to recognize Esmie's years of dedicated service to the Avondale community.

**DISCUSSION:**

Esmie began her career with the City of Avondale as a meter reader, has worked on the dig-up crew, was a Water Quality Technician, and served as the City's Water Conservation Coordinator. Esmie spent many years helping to protect and promote the City's water supplies through sampling, education, and hands-on assistance.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDATION:**

No Council action is required, this is for discussion only.

*Contact person for document distribution: n/a*



## PROCLAMATION

### Honoring Esmie Avila's Service to Avondale

**Whereas**, Esmeralda "Esmie" Avila answered the call to public service in August 1989, serving in a variety of roles during her career including: Meter Reader (1989-1992), Water Quality Technician (1992-2001), Water Conservation Education Specialist (2001-2018), and Water Conservation Coordinator (2018-2022); and

**Whereas**, during her career she worked in tandem with the water billing department and engineering contract to provide exceptional customer service and to secure the best service for the Avondale community; and

**Whereas**, Esmie oversaw the safe drinking water program and implemented the City's water conservation program that included working with local schools and valley cities to promote and educate the public about water resources and conservation; and

**Whereas**, she promoted water conservation as a way of life to both residential and commercial community members by leading regional conservation messaging campaigns such as Water – Use it Wisely; and

**Whereas**, Esmie will be greatly missed and warmly remembered by her colleagues and the Avondale community as helpful, kind, compassionate, knowledgeable, and professional.

**NOW THEREFORE**, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby proclaim that the City of Avondale wishes to express its appreciation to Esmie Avila for her 32 ½ years of leadership and dedicated service to the Avondale community.

A handwritten signature in blue ink that reads "Kenneth Weise".

Mayor

Attest:

A handwritten signature in blue ink that appears to read "mcarroll".

City Clerk

## CITY COUNCIL REPORT

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**SUBJECT:** Minutes

**MEETING DATE:** 4/4/2022

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**TO:** Mayor and Council

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

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

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### 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.

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### PURPOSE:

City Council will consider a request to approve the February 7, 2022 City Council meeting minutes. The Council will take appropriate action.

### BACKGROUND:

n/a

### DISCUSSION:

n/a

### BUDGET IMPACT:

This item has no budget impact.

### RECOMMENDATION:

Staff recommends City Council approve the February 7, 2022 City Council meeting minutes.

*Contact person for document distribution:*

**MINUTES OF THE AVONDALE CITY COUNCIL**  
CITY OF AVONDALE, ARIZONA  
CITY COUNCIL CHAMBER  
February 7, 2022

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

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection.

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

*Note: Council Member Bryan Kilgore attended the meeting through the zoom online meeting platform.*

**Members Absent:** None.

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

**Audience:** Approximately 30 members of the public were present.

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

**2. UNSCHEDULED PUBLIC APPEARANCES**

Superintendent Mark Yslas with Agua Fria Union High School District submitted a Request to Speak but was not present when addressed.

**3. PRESENTATION ITEMS**

**a. SWEARING IN OF NEW COUNCIL MEMBER**

Newly appointed Council Member Gloria Solorio was sworn-in by Police Lieutenant Albert Bates. Arizona State Representative Lorenzo Sierra and City of Glendale Vice Mayor Jamie Aldama congratulated Council Member Solorio.

#### **4. CONSENT AGENDA**

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

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Vice Mayor Malone requested agenda item 4d be pulled for separate consideration.

Having no additional requests from Council, motion was made by Council Member Pineda, seconded by Vice Mayor Malone, to approve the Consent Agenda with the exception of agenda item 4d.

Upon vote, the motion carried unanimously 7 to 0.

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

##### **a. MINUTES**

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

##### **b. TRANSFER OF BUDGET APPROPRIATION BETWEEN DEPARTMENTS**

City Council approved certain transfers of budget appropriations between departments.

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

City Council adopted 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 authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

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

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



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

City Council (a) approved the Petition for Formation; (b) adopted 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) adopted 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 authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

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

City Council adopted 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 authorized the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents.

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

City Council approved 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.

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

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

City Council considered 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.

Vice Mayor Malone spoke positively on the presented agenda item and requested staff provide more information for the record.

Ken Chapa, Economic Development Director, provided a brief background of the Avondale EDGE EMCC Scholarship Fund. 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.

Council Member Nielson moved 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; Council Member Pineda seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

## **5. REGULAR AGENDA**

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

City Council considered a request to appoint a member to the Council Subcommittee on Boards, Commissions and Committees.

Marshall Pimentel, Intergovernmental Affairs Administrator, noted that former Council Member Dennis resigned on January 3rd, 2022, leaving a vacant position on the Subcommittee for Boards, Commissions and Committees, an internal subcommittee of the Council, which meets on an as-needed basis, typically three to four times per year. The purpose of the Subcommittee is to review applications for residents wishing to serve on the City's boards and commissions. Upon discussion there was consensus with Council Member Solorio assuming former Council Member Dennis' seat on the Subcommittee.

Council Member Pineda moved to appoint Council Member Solorio to the Council Subcommittee on Boards, Commissions and Committees; Council Member Solorio seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

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

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

City Council held a public hearing and considered 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.

Michelle Simerdla, Senior Planner, provided an overview of the project details. The overall project size is approximately 22.3 net acres, with the portion subject to the General Plan Amendment request being 7.16 acres. The site was annexed in 1976; however, there is approximately a 4.11-acre portion of the site located in the County. It is developed with an industrial storage use, mobile home, and four vacant parcels, excluding personal storage. The overall project currently has three zones: R1-6 Urban Residential, County Rural 43, and Diamond Ridge PAD. The property is approximately 460 feet west of the southwest corner of Buckeye Road and El Mirage Road. Surrounding zones and land uses were reviewed.

The proposed development will consist of for-rent multifamily residential apartments, including 266 one-story detached apartment units, duplex units, and 15 carriage units over garages, which will create some two-story buildings. The overall density will be 11.95 dwelling units per acre. Amenities were discussed and elevations were reviewed.

For the annexation, the authorization to proceed was given by Council on December 13th, 2021. The public hearing was on January 24th, 2022. County zoning is RU-43 and will be assigned the City equivalent RR-43 upon annexation; however, there is a concurrent request to rezone to PAD. Tonight's hearing is the final public hearing and vote for adoption of the ordinance.

The second request is to amend the General Plan land use designation from Medium Density Residential (MDR) to High Density Residential (HDR) in order to facilitate a multifamily development. The MDR includes residential land with densities that range from 2.5 to four single-family dwelling units per acre. HDR is residential land with densities up to 30 dwelling units per acre. This density permits patio homes, apartments and townhomes. A portion of the overall project is already designated as HDR. Staff is in support of the minor GPA request, as only approximately 1.47 percent of land in Avondale is HDR. The site is already mostly developed. The site has remained vacant since 1976 and will not adversely affect existing land uses. The western portion of the site is already designated as HDR. This will be a quality infill project that will enhance the area and promote a pedestrian environment. The development furthers several goals in the General Plan, including promoting development of housing types not currently available in the City to serve a variety of socioeconomic levels.

The rezone request is to rezone from R1-6, RR-43 and Diamond Ridge PAD to the Residences at the Agua Fria PAD multifamily development. The applicant is requesting a multifamily residential R-3 base zoning with some modifications. This includes a request to reduce minimum building setbacks, open space, garage requirements, landscape setbacks and land use buffer adjacent to single family in order to accommodate the development and provide private backyards. The development will exceed car parking requirements. No two-story buildings will be adjacent to any single-family home. Staff supports the rezone, as the PAD will be in conformance with the requested high-density designation as well as the applicable design manual. It will result in compatible land use relationship. Design standards will ensure an interesting and varied streetscape. The modifications requested are consistent with similar projects approved in the City. All required notifications were completed. The neighborhood meeting was held on November 4th with two attendees. There were two comments submitted on aVOICE. The Planning Commission voted unanimously to approve the General Plan amendment and rezone on December 15th. Staff recommends adoption of the ordinances and resolution.

Mayor Weise opened the public hearing and received one request to speak by the applicant who noted he was available for questions. No additional requests to speak were received. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Vice Mayor Malone requested clarification regarding adequacy of school space. Adam Baugh, a representative for the applicant, stated that they contacted the school district in November 2021 to discuss a voluntary donation agreement. It was recognized that no donation agreement has ever been created for this type of hybrid project; therefore, the agreement will be reviewed by the governing board. The school district letter will be complete prior to final approval of the plat.

Council Member Conde inquired about a deceleration lane onto the property. Ms. Simerdla confirmed construction of two deceleration lanes.

Council Member Pineda noted the grading of the property and asked whether it will be lifted to match the street level in order to prevent potential flooding. Mr. Baugh acknowledged that these issues are likely why the site has been vacant for so long. The drainage plan will be incorporated into the project, including the addition of fill dirt.

Council Member Nielson inquired about bussing at the site for children attending school. Mr. Baugh noted that this was part of the November discussion. There is some education that will have to occur, particularly for this type of community. Approximately 50 percent of the units are single-bedroom, making the development less appealing to large families with school-age children. Approximately five percent of units will have school-age children. The deceleration lane may service as a bus stop; however, the developer will work with the school district regarding preferences.

Council Member Kilgore asked about adequacy of the water supply. Ms. Simerdla stated that the General Plan Amendment project has been reviewed and approved by the Public Works Department.

Mayor Weise commented that given the long history of vacancy on the site, this is the best use of the property.

Vice Mayor Malone moved to adopt Ordinance 2007-0222, 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; Council Member Nielson seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

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

City Council held 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).

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

Council Member Pineda moved to adopt Resolution 1011-0222, 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; Council Member Conde seconded the motion.

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

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|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

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

City Council held 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.

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

Council Member Nielson moved to adopt Ordinance 2008-0222, 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 5 conditions of approval; Council Member Solorio seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

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

City Council considered 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.

Eric Fitzer, Planning Manager, provided an overview of the general location and surrounding uses. Current zoning is TheBLVDD. The site was annexed in 1976 and is currently undeveloped. The General Plan Land Use designation is the BLVD Gateway. The application was approved unanimously by the Planning & Zoning Commission in January. Access to the site will be from Roosevelt with secondary egress and emergency ingress on 117th Avenue. A parking lot will be available to the public, as there is 1,000 square feet retail space which will become a coffee shop. Buildings will be three and four stories. Amenities were reviewed. There will be 316 units, consisting of 126 one-bedrooms, 149 two-bedrooms and 6 carriage units. Overall density is 24.25. The landscape plan and elevations were reviewed. Staff recommends approval of the application.

Council Member Pineda inquired about the community lounge. Mr. Fitzer stated it is open for residents with an overlook and outdoor space.

Council Member Conde stated she was pleased the retail space would be for public use. She asked about access to crosswalks on Roosevelt. Mr. Fitzer stated that there will be or currently is a light at Roosevelt with crosswalks. The development will build the entirety of Roosevelt, aside from the curb, gutters and sidewalk on the north side, as well as half the street of 117th Avenue. Mayor Weise commented that Council will address a mechanism for pedestrians to move across the street during an upcoming work session as pedestrian travel across four lanes of traffic is not ideal.

Council Member Solorio stated she was excited about the project, as she has worked across the street from the site for nearly 15 years and many people have expressed a desire for better views in the area.

Council Member Kilgore stated he liked the project, concept, and design elements.

Vice Mayor Malone expressed concern regarding the rapid growth and the need for grocery stores in the area. Mayor Weise noted that Lams will be opening in the coming months. Council has also put in specifications for a boutique grocery store on Avondale Boulevard. Mayor Weise is looking to the Economic Development department to bring in grocery stores to the area. Vice Mayor Malone asked about potential locations for a grocery store. Ken Chapa, Economic Development Director, stated that based on discussions with consultants and firms, there is attention with regard to the growth in the southern portion of the City with potential site locations in the lower Buckeye area.

Council Member Pineda asked about the number of commercial units to be located on the corner. Ms. Fitzer stated that the coffee shop is the only commercial location currently identified. The northwest corner is also available for commercial uses.

Mayor Weise commented on the quality of the layout, which addresses Council's interest in density on Avondale Boulevard. Quality developments will bring in individuals who may not have considered living in Avondale 10 to 15 years ago. It will be interesting to observe over the next two to three years how Instacart and curbside pickup impact the industry. There may also be development of hybrid model, smaller stores.

Vice Mayor Malone moved to approve 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; Council Member Conde seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

## **6. RECESS OF THE REGULAR MEETING**

Council Member Nielson moved to recess the Regular Meeting; Council Member Solorio seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

City Council recessed of the regular meeting at 7:16 p.m.



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 7:17 p.m.

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

*Note: Council Member Kilgore attended the meeting by telephone.*

**Members Absent:** None.

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

**Audience:** Approximately 5 members of the public were present.

## **1. ROLL CALL BY THE CITY CLERK**

## **2. WATER RESOURCES UPDATE**

City Council received 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.

Kirk Beaty, Public Works Director, reviewed that the City's water portfolio consisting of three sources: Salt River Project, Central Area Project and Avondale's reclaimed wastewater. Nearly all water from these sources is used to replenish the groundwater aquifer through various recharge facilities. Water is placed into these recharge facilities, percolates through the ground and into the aquifer. The natural process of percolation cleans the water to the point that when the City draws water from this aquifer through groundwater wells, the water is essentially ready for distribution to customers. Excess water is stored for future needs and long-term storage credits. Because water is recharged and drawn back out of the ground, it is ideal to complete this process in locations close to the City. For Avondale, these locations are the New River Agua Fria Underground Storage Project and the Avondale McDowell Road recharge facility north of Friendship Park. The 2020 water use data and storage data were reviewed.

The Bureau of Reclamation declared a Tier 1 shortage of the Colorado River basin at the start of 2022. During a Tier 1 shortage, distribution of non-Indian Agriculture (NIA) priority

water is reduced. The City of Avondale has higher priority water, Municipal and Industrial (M&I) priority. It is not until a Tier 2B storage that Avondale would be impacted more significantly by the shortage on the Colorado River. There is a high probability in a continued shortage in reaching Tier 2B by 2024. The Tier 1 shortage has a 75 percent probability of continuing through 2023. There is a 64 percent probability than in 2024 Avondale will bypass the Tier 2A shortage and go into a Tier 2B shortage, at which time M&I water is impacted. Because of Avondale's diversified portfolio, solid water management, and conservation programs, the direct impact to the City of Avondale is lessened; however, no less serious.

Avondale is contributing to the drought contingency plan by assigning 3,500 acre-feet of its CAP allocation to the Maricopa-Stanfield Irrigation and Drainage District. Avondale continues to receive long-term storage credits for this water. An agreement is in place until 2022. Avondale will be seeing an increase in costs per acre for its CAP allocations for 2022. As the amount of water delivered reduces, the cost per acre-foot increases. Worsening drought conditions in the Colorado River have triggered another provision in the drought contingency plan. It requires the lower basin states of Arizona, California and Nevada to take additional actions to protect water levels in Lake Mead from dropping to below allowable levels. In late 2021, multiple agencies developed and agreed to the 500 Plus plan, which will conserve 500,000 acre-feet per year of water in Lake Mead. Participants will be compensated financially via funding from state and federal government. Because of Avondale's current commitment to the drought contingency plan and the Maricopa-Stanfield Irrigation District, Avondale is not participating in the 500 Plus plan in 2022. They will consider participating in 2023, after its obligation ends.

Mr. Beaty reviewed a number Avondale's planning efforts and projects currently underway, including:

- Growing Water Smart Workshop
- Drought Preparedness Plan
- McDowell Recharge Pipeline
- McDowell Recharge Expansion
- Roosevelt Damascus Flood Space Deviation Study
- Bartlett Dam Modification Feasibility
- White Mountains Apache Tribe Water lease
- Charles M. Wolf Water Reclamation Facility Expansion
- New River Agua Fria Underground Storage Project purchase opportunity
- 100-Year Assured Water Supply Program

In addition to planning for land based north of the Estrella Mountains, City Council also has a strategic goal for planning for development south of the Estrella Mountains. The City's consultant will conduct studies regarding water source and infrastructure development. It is anticipated that this area of the City may have a new and separate water resource portfolio and designation of assured water supply that is separate from the designation north of the Estrella Mountains. It is also anticipated that the development may use other water resource technologies.

Mayor Weise commented that Avondale City Council and leadership has always made investments in water. Negotiations with the White Mountain Apache Tribe took many years. Other cities struggle greatly, as they have only one or two water sources. It will be up to this Council and future Councils to determine mitigation strategies, including the potential of gray water use for landscape and potentially rainwater collection.

Council Member Nielson asked how Council can help residents and water users understand their role in water conservation. Mr. Beaty stated that the City has a very strong conservation program with a focus on education and information. Council can continue to encourage conservation and wise water use. Council may also choose to consider direction to developers on minimal water use landscape.

Council Member Pineda commented on the effectiveness of the City's multipronged approach. He also noted the high water use of the data center. He emphasized the need for continued public education on conservation.

Mayor Weise stated that a data center will push up the planning time on a new facility and the City has done a good job of budgeting. There should be a focus on incoming industries that does not utilize significant water volumes.

Council Member Conde said she agrees with the City's proactive approach and encouraged staff to continue to monitor the City's growth. She suggested the possibility of providing a similar presentation to interested community members.

Council Member Solorio thanked Mr. Beaty for the informative presentation. She referenced the 100-year lease with the White Mountain Apache Tribe and the fact that they had not yet made a payment. Assistant City Attorney Steve Kemp stated that the White Mountain Apache Tribe had a piece of Central Arizona Project allocation. It includes two types, including M&I and Indian allocation. The M&I would be available for the City to use to meet its off-project needs. Because the water is coming through the Central Arizona Project canal, Avondale would be able to deliver through the Phoenix Interconnect or store it one of the City's recharge projects. This is a long-term agreement which must have federal approval through the Senate and House before being signed by the President. This is currently in process.

Mayor Weise commented on Goodyear's surface water treatment plant, which processes 8 million gallons per day at a total cost of \$128 million.

Council Member Kilgore agreed with the City's approach to not become reliant on a single source. He asked how much the percentage the City saves in water loss amounts. Mr. Beaty said water loss in 2020 was 4 percent, a reduction from 10 to 11 percent from years past. Council Member Kilgore suggested the possibility of having the Public Relations department produce brief educational videos on conservation. Mr. Beaty confirmed ramping up a campaign is a possibility. Council Member Kilgore asked if the City is required to pay to participate in the lower basin contingency plans. Mr. Beaty said there is no cost; however, the City is required to give some of its water.

Vice Mayor Malone thanked staff for the thorough presentation. She also commented on the high water use by the data center. She would like to see the conservation educational program continue in schools. In response to a question from Vice Mayor Malone, Mr. Beaty stated that development projects are reviewed to determine whether sufficient water resources exist to support the project. Much of this is dependent on the General Plan and zoning already in place. Staff is currently working on potentially developing a water dashboard, which would utilize data to quickly determine availability of water resources for different areas of the City. Jeremy Abbott, Assistant Director of Public Works, stated that at this time, the dashboard is a staff tool. They would be happy to make a presentation to Council on its intended uses and benefits.

### 3. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the Work Session meeting; Council Member Solorio seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

Meeting adjourned at 8:08 p.m.

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A **Regular Meeting** of the City Council of the City of Avondale, Arizona was reconvened at 11465 Civic Center Drive in open and public session at 8:09 p.m.

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

*Note: Council Member Kilgore attended the meeting by telephone.*

**Members Absent:** None.

**Other Municipal Officials Present:** Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Keith Fallstrom, Interim Finance and Budget Director; Corey Larriva, Parks and Recreation Assistant Director; Chris

Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

**Audience:** Approximately 5 members of the public were present.

## **1. ROLL CALL NOTED BY THE CITY CLERK**

## **2. ADJOURNMENT**

There being no further business before the Council, Vice Mayor Malone moved 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 Member Conde seconded the motion.

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

|                        |     |
|------------------------|-----|
| Council Member Conde   | Aye |
| Council Member Kilgore | Aye |
| Council Member Nielson | Aye |
| Council Member Pineda  | Aye |
| Council Member Solorio | Aye |
| Vice Mayor Malone      | Aye |
| Mayor Weise            | Aye |

Meeting adjourned at 8:11 p.m.

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Kenn Weise, Mayor

## **CERTIFICATION AND ATTESTATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting and Work Session of the Council of the City of Avondale held on the 7<sup>th</sup> day of February 2021. I further certify that the meeting was duly called and held, and that the quorum was present.

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Marcella Carrillo, City Clerk

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Date Approved by City Council

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## CITY COUNCIL REPORT

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**SUBJECT:** Award of a Professional Services Agreement (PSA) for Executive Recruitment Services

**MEETING DATE:** 4/4/2022

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**TO:** Mayor and Council

**FROM:** Andrea Dumbrell, Human Resources Director, (623) 333-2211

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

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**STRATEGIC PLAN:**

n/a

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**PURPOSE:**

City Council will consider a request to: (a) approve a Professional Services Agreement with Ralph Andersen & Associates , Executive Recruitment Services, to include the Executive Recruitment for the vacant City Manager position for a fixed fee of \$34,500, and additional services as requested by the City; (b) authorize the necessary budget transfers; and (c) authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents and any future amendments. The Council will take appropriate action.

**BACKGROUND:**

The City utilizes professional consulting services for many of its executive level recruitments. With the position of City Manager becoming vacant, the City conducted a formal Request for Qualifications (RFQ) solicitation for Executive Recruitment Services. The City received statements of qualifications from five (5) consulting firms. The statements were evaluated by a selection panel consisting of three (3) Human Resources Department Staff and three (3) City Council members. A short list of firms were invited for interviews, resulting in the firm Ralph Andersen & Associates unanimously being selected as the top ranked firm.

**DISCUSSION:**

Ralph Andersen & Associates provided an acceptable fee proposal to provide Executive Recruitment Services. The proposed timeline begins with the award of the attached Professional Services Agreement and it is anticipated that the executive search would have a closing date of approximately thirty (30) to forty-five (45) days after approval of the brochure. Finalist interviews are anticipated to take place approximately two (2) to three (3) weeks after the closing date to allow for a thorough review of applicants. Negotiation with the top candidate will take an additional week after finalist interviews. The City and Consultant may revise the schedule as needed, through a written amendment.

**BUDGET IMPACT:**

The cost for this service will be covered within the City Administration Department's budget using vacancy savings and other operating budget savings.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Professional Services Agreement with Ralph Andersen & Associates to provide Executive Recruitment Services, authorize any necessary budget transfers, and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents and future amendments.

*Contact person for document distribution: Kevin Custer, Andrea Drumbell*

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
RALPH ANDERSEN & ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of the day signed below, between the City of Avondale, an Arizona municipal corporation (the “City”), and **RALPH ANDERSEN & ASSOCIATES**, a California corporation (the “Consultant”).

**RECITALS**

A. The City issued a Request for Qualifications, HR 22-053 (the “RFQ”), a copy of which is on file in the City’s Procurement Office and incorporated herein by reference, seeking statements of qualifications from vendors for EXECUTIVE RECRUITMENT SERVICES.

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), which is on file in the City’s Procurement Office, and which is incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

**AGREEMENT**

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 3, 2023 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (the “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for subsequent year(s), unless the Contractor notifies the City in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent Renewal Term unless the Contractor notifies the City in writing of any rate increase and the City approves the increase with an authorized signature, prior to the end of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 **Non-Default.** By consenting to a Renewal Term, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and



(ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

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

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

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

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

12. Insurance.

12.1 General.

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

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

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

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

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

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

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

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

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and

declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

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

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

## 12.2 Required Insurance Coverage.

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

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

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

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

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

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

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and

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

#### 14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

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

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

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

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

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

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

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall



be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

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

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

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

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

If to Consultant: Ralph Andersen & Associates  
5800 Stanford Ranch Road, Suite 410  
Rocklin, CA 95765  
Attn: Heather Renschler, President/CEO  
Phone: 916-630-4900  
Email: [heather@ralphandersen.com](mailto:heather@ralphandersen.com)

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed

received (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.

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

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant’s SOQ, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

**“City”**

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Cherlene Penilla, Acting City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marcella Carrillo, City Clerk

**“Consultant”**

**RALPH ANDERSEN & ASSOCIATES**  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
RALPH ANDERSEN & ASSOCIATES

[Scope of Work]

See following page(s).

## 1. Scope of Services.

All statements of qualifications must be on the basis of, and either meet or exceed, the requirements contained herein. All offers must be able to provide:

### 1.1. Development of a Recruitment Strategy and Process Timeline

The Consultant shall submit a recruitment process timeline detailing the steps to be taken in the recruitment process, the length of time associated with each step, and the individuals responsible for each step.

### 1.2. Development of Announcement and Recruitment Material

The Consultant shall develop announcement and recruitment materials, including job announcement, position brochure, and other recruitment materials used to attract potential candidates.

### 1.3. Development of Position Brochure

The Consultant shall develop a comprehensive understanding of the duties and responsibilities of the identified position and shall develop a written position brochure to be agreed upon by the City prior to the start of the recruitment process.

### 1.4. Pre-Recruitment Deliverables

Detailed recruitment process timeline and position announcement/recruitment materials.

### 1.5. Recruitment Process

#### 1.5.1. Identify Potential Candidates

The Consultant shall work with the HR Director, or designee in developing a recruitment strategy. The strategy shall include accurate and enticing language describing the organization and position, as well as a specific action plan to target and source a diverse, qualified candidate pool.

The Consultant shall identify potential contacts and conduct personal outreach recruiting to include an established candidate bank. The approach should take into consideration issues of confidentiality and the issues most likely to attract the best candidates.

#### 1.5.2. National Recruitment

The Consultant shall use all necessary tools to recruit nationally, seeking out applicants who have a proven track record in the desired area of expertise, ideally in a local government.

#### 1.5.3. Diverse Recruitment

A diverse applicant pool is required. The Consultant shall develop a specific action plan to target recruitment efforts to attract a pool of qualified candidates from diverse backgrounds who vary by race, ethnicity, age, gender, and other protected categories, as well as qualified veterans.

#### 1.5.4. Recruitment Deliverables

Comprehensive recruitment plan that addresses the specific sources and methods of indirect and direct outreach to achieve national, regional, and local qualified

candidates and plan to attract a diverse applicant pool. The Consultant should provide and describe in detail their current process for how this work is currently being done in each of the specified areas.

## 1.6. Review and Selection

### 1.6.1. Conduct Candidate Screening

The Consultant shall provide the City preliminary candidate lists of individuals meeting the requirements of the employment profile and providing all applications for the City to view. The applicant pool should include approximately 8-10 well qualified candidates for the position; however, the City may wish to see information on all candidates who applied for the position. The Consultant shall provide the City with an EEO analysis of all applications received. The Consultant shall conduct a reference check and thorough internet search of all 8-10 candidates prior to presenting them to the City. The objective of the internet search is to identify publicly disclosed and available information, which could be relevant to the candidate's consideration for the position. Candidates shall be evaluated strictly on merit, without regard to race, color, religion, sex, national origin, age, disability, status as a service-disabled veteran, sexual orientation, gender identity, genetic information, and other non-merit factors. Arrangements should then be made to interview appropriate candidates. The primary objective of the first level interview is to determine if the candidate meets the City's threshold requirements. This includes a determination of both competencies and behaviors. It is also important to understand exactly why a candidate would consider making a change to work for the City. The Consultant shall also obtain complete compensation histories but will not discuss compensation possibilities with candidates at this stage without consulting the City. Unsuitable candidates should be informed of their status at this time.

### 1.6.2. Candidate Interviews

The Consultant shall work with the City to develop and implement a process for evaluating the final candidates for the position, as well as coordinating interviews. The Consultant shall be responsible for the overall management of the process and shall facilitate the interview process. Interviews shall be conducted onsite at the City and any required travel will be done in accordance with City travel policies. The Consultant will provide travel receipts to the City for reimbursement of travel costs. The City reserves the right to request changes to this process that it may determine are necessary to meet its objectives. The Consultant shall determine each candidate's level of interest after the first round of interviews.

Information on all candidates at this stage will be shared with the City, to determine its satisfaction with them and identifying additional candidates if necessary. Finalists and their financial requirements are identified at this stage.

### 1.6.3. Conduct Reference Checks and Verification of Credentials

A minimum of three (3) professional reference checks and extensive criminal and credit background investigations shall be conducted for all finalists forwarded to the City for consideration. At a minimum, reference checks will consist of candidate's prior or current supervisor or management. References from peers and

or subordinates may be requested by the City. A reference check with the County/City or equivalent at each place of employment during the last ten (10) years should be made. Inconsistencies that cannot be resolved should be grounds for immediate termination of the applicant's candidacy. The Consultant shall also conduct thorough background investigations to include, but not be limited to, verification of all academic credentials, Department of Motor Vehicles, criminal and credit history, and civil litigation check for any candidate receiving a job offer. The City reserves the right to have additional background investigation performed including visits to prior cities where finalists were employed to interview council members, community leaders, employee organization leaders and others pertaining to the candidate.

1.6.4. Offer Coordination and Acceptance

The Consultant shall preliminarily discuss requirements with the preferred candidate when the City has determined an offer is appropriate. This information will be reviewed by the City to develop an offer of employment. This process shall continue until an agreement, as approved by the HR Director, or designee, in coordination with City Administration staff, is reached and a confirmation letter is forwarded.

1.6.5. Placement Guarantee

The Consultant shall provide a placement guarantee of a final candidate to include:

If the selected individual leaves for any reason other than an act of God (such as total incapacitation or death) within the first year, the Consultant shall repeat the search at no charge.

The Consultant shall agree to repeat the search, at no additional charge, if the City is not satisfied with the candidates presented.

In addition, the Consultant shall not approach the selected individual for any other position as long as the individual is employed by the City.

1.6.6. Review and Selection Deliverables

Candidate screening results showing statistically the qualifications of all applicants and how the candidates were screened as qualified/non-qualified; results of internet search; initial screening interview report; final screening matrix showing how candidates were evaluated; and reference/background check results.

1.6.7. Optional Services

The City may choose to request the Consultant provide additional support or services to meet City objectives.



EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
RALPH ANDERSEN & ASSOCIATES

[Fee Proposal]

See following page(s).



**Ralph Andersen & Associates**  
A Tradition of Excellence Since 1972

5800 Stanford Ranch Road  
Suite 410  
Rocklin, California 95765  
916.630.4900

March 28, 2022

Mayor Kenneth Weise  
and Members of the City Council  
City of Avondale  
11465 W. Civic Center Drive  
Avondale, Arizona 85323

Via Email: [kcuster@avondaleaz.gov](mailto:kcuster@avondaleaz.gov)

Dear Mayor Weise and Members of the City Council:

Ralph Andersen & Associates is pleased to submit this cost proposal to conduct a search for the position of City Manager for the City of Avondale. We look forward to working with the City Council on this important engagement.

The recruitment effort for a new City Manager will be a national search process with a focus in Arizona and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the City the ability to select from a broad field of qualified candidates. The professional services fee to perform this search will be a **fixed fee of \$34,500** for recruitment services and all related expenses including on-site meetings as needed. This fixed fee includes the backgrounds for up to three (3) finalists for final consideration.

**Invoicing for Services** – Ralph Andersen & Associates will bill the City in four installments as follows:

- Following kick-off and finalization of recruitment brochure – \$10,350
- After the closing date – \$10,350
- After finalist interviews – \$10,350
- Upon placement – \$3,450

Progress payments will be due upon receipt.

**Community Survey** – Should a community survey be initiated by Ralph Andersen & Associates, the cost to host and prepare an Executive Summary will be an additional \$3,500. Additionally, a separate email account will be opened to receive additional comments from the community.

**Additional Reference Checks (beyond the three included)** – Any additional background checks needed beyond the three (3) included in this cost proposal will be billed at the cost of \$1,800 per additional individual backgrounded.

**Supplemental Services (Undefined)** – Any supplemental services not identified in this cost proposal will be billed at the hourly rate of \$150 per hour for consultant time; \$75 per hour for research; and \$60 per hour for administrative support including graphics.

**Brochure** – A full color electronic brochure will be developed for the City Manager recruitment. All pictures will be the responsibility of the City.

**Exception** – Any candidate travel is the full responsibility of the City for on-site interviews anticipated to be in the final interviews (Round #2).

## Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If within a one-year period after appointment, the City Manager resigns or is dismissed, we will conduct another search free of all charges for professional services. The City would be expected to pay for the reimbursement of all incurred expenses.

If a placement is not made in the first outreach effort, the Consultant will conduct a second outreach effort with no charge for Professional Services. The City would be expected to pay for all incurred expenses.



Should you need any clarification, please feel free to contact our firm at (916) 630-4900. You may also reach me directly on my cell phone (916) 804-2885. Thank you very much for your consideration of this proposal.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Heather Renschler".

Heather Renschler  
President / CEO

## CITY COUNCIL REPORT

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**SUBJECT:** Wired Telecommunications License and Right-of-way Use Agreement with Wyverd Connect LLC

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

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

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

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### STRATEGIC PLAN:

#### 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.

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### PURPOSE:

City Council will consider a request to approve the Wired Telecommunications License Agreement with Wyverd Connect LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

### BACKGROUND:

Wyverd Connect LLC wishes to install, operate, maintain and repair telecommunication services within the right-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based internet services. Fiber-to-the-home internet services will increase the options for residential internet service, provide competition, and enhance the quality of life for our residents.

### DISCUSSION:

The proposed Wired Telecommunication Agreement with Wyverd Connect LLC allows the licensee to install, operate, maintain, and repair fiber-to-the-premise networks for homes, residences, and government organizations. The licensee is focused on the residential market but has the option to provide fiber-based services to enterprise and wholesale customers.

### BUDGET IMPACT:

The Licensee will pay an annual fee to the City determined by calculating the fee of \$0.89 per linear foot, adjusted annually by the Consumer Price Index (CPI), times linear footage of trench permitted or installed. The annual fee is capped at 5% of the Licensee's annual gross revenues; however, this cap is only applicable if Licensee has paying customers - that would be deemed Gross Revenues under the agreement - within the route.

**RECOMMENDATION:**

Staff recommends approval of the Wired Telecommunications License Agreement with Wyverd Connect LLC.

*Contact person for document distribution: Jeff Scheetz*

## **WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT**

This Wired Telecommunications License and Right-of-Way Use Agreement ("Agreement") is entered into this \_\_\_\_ day of March, 2022 by and between the City of Avondale, an Arizona municipal corporation ("City") and Wyverd Connect LLC, a Delaware limited liability company ("Licensee").

### **RECITALS**

WHEREAS, the City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Avondale;

WHEREAS, Licensee has obtained from the Arizona Corporation Commission ("ACC") a Certificate of Convenience and Necessity ("CC&N") in Arizona Corporation Commission matter T-21087A-19-0300, dated June 8, 2021 (the "Certificate");

WHEREAS, Licensee wishes to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the right-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based services, as authorized by the Arizona Corporation Commission, subject to the requirements of this Agreement;

WHEREAS, Licensee is a Competitive Local Exchange Carrier (CLEC) and will primarily install, operate, maintain, and repair fiber-to-the-premise networks and fiber-based services to homes, residences, and government agencies (including municipal facilities, schools, and police and fire departments), including telephony services, internet/broadband services, and end-to-end fiber-based services. While not its primary business focus, Licensee may also provide ancillary fiber-based services to enterprise and wholesale customer segments (non-residential or non-governmental customers);

WHEREAS, the City is authorized to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of facilities within the City's boundaries pursuant to the Avondale City Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to, A.R.S. §§ 9-581, 9-582, and 9-583), by the City's police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, the City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Licensee a license to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way;

WHEREAS, Licensee agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Licensee in the City right-of-way, and to comply with such other mapping requirements as the City may establish from time to time;

WHEREAS, Licensee will secure the appropriate licenses, encroachments and other permits required by the City for the placement of its Conduit Systems, Fiber Optic Networks, and related facilities within City right of way;

WHEREAS, Licensee has agreed to comply with public property use requirements that City has and may establish from time to time.

NOW THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, the City hereby grants to Licensee a telecommunication license and permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

### DEFINITIONS

**Cable Services** shall have the same meaning as defined in Chapter \_\_\_\_ of the Avondale City Code, herein incorporated by this reference, and in A.R.S. § 9-581. Cable Services is not a Telecommunications Service.

**Conduit** means pipes made of varying materials designed to protect buried Fiber Optic Cables.

**Conduit System** means any combination of Conduits, ducts, inner-ducts, manholes, and hand holes – all joined to form an integrated whole.

**Dark Fiber** means Fiber Optic Cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network. Dark Fiber sales and leasing is not a Telecommunications Service.

**Facilities** means the plant, equipment, and property used in the provision of communication and Telecommunication Services and not owned by the City, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW.

**Fiber Optic Cable** means a cable containing bundles of optical fibers used to carry optical signals. Fiber Optic Cables may be part of a Fiber Optic Network.

**Fiber Optic Network** means a communication system consisting of an optical transmitter used to convert an electrical signal into an optical signal to send into an optical fiber, Fiber Optic Cables routed through conduits and buildings, amplifiers, and an optical receiver to recover the signal as an electrical signal. A Fiber Optic Network contains Fiber Optic Cables and is used for the purpose of Telecommunications Services.

**Gross Revenues** means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in the telecommunications provider and that is derived from the

Telecommunications Services provided in the area of jurisdiction. Gross revenues include all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunications Services, and any other receipts from subscribers derived from operating the telecommunications system to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides. Gross revenues also include all income the Licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from fees, taxes or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

**Right-of-Way ("ROW")** means the roads, streets, highways, and alleys and all other dedicated public rights-of-way and public utility easements of the City.

**Telecommunications** means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received. Telecommunications does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, or the sale or leasing of Dark Fiber for transmission purposes.

**Telecommunications Services** means the offering of Telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, Cable Services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of Conduit.

## AGREEMENT

### 1. LICENSE; TERM

- 1.1. License; Route. The City hereby grants to Licensee a non-exclusive, revocable license to use the designated portion of the ROW ("Route") subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations required under this Agreement. Such use of the Route will be for the sole purpose of operating and maintaining a wired network as described in this Agreement. The Route will be occupied by Licensee's Conduit System, Fiber Optic Network, plant, equipment, and property used in the provision of communication and Telecommunication Services, including, but not limited to, poles, wires, pipe, Conduit, pedestals, antenna, Fiber Optic Cables, and other appurtenances placed in, on, or under the ROW (collectively, the "Licensee's Facilities") and is as reflected on the map (*i.e.* use area) in **Exhibit A**, herein incorporated by this reference. For the avoidance of doubt, under no circumstances shall the Route include any other property other than the ROW. Licensee may request modification



or expansion of the Route by submitting all required permits for construction to the City. Any modifications or expansions to the Route shall be governed by the terms and conditions of this Agreement and must be approved in writing by the City in its sole discretion. Any modifications or expansions shall become part of the Route. Licensee shall not use any portion of the ROW that is abandoned by the City or removed from the City's legal boundaries or for any purpose other than that expressly stated in this Agreement.

- 1.2. Term; Effective Date. This Agreement is effective the date the last party signs ("Effective Date") and shall remain in effect for five (5) years from the Effective Date ("Term"), unless sooner terminated. No provision of this Agreement may be construed to grant any automatic extension, renewal, or replacement thereof.
  - 1.2.1. Holdover. If Licensee's Facilities remain in the Route, and Licensee continues to use such Licensee's Facilities beyond the expiration of the Term, the Agreement shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the Term, and no permits will be issued to Licensee by the City until a new license agreement has been approved by the City Council.
  - 1.2.2. Failure by Licensee to have a valid license to use the Route or other ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the City to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the City prior to the expiration of the Agreement, the City may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.
- 1.3. Renewal. The parties may extend the Term of this Agreement for up to three (3) additional five (5) year periods upon the mutual written consent of both parties. Such renewal must be made within one-hundred eighty (180) days prior to the termination of the initial Term of the Agreement. Licensee understands that the City may adopt future code amendments or fee schedules relating to use of the ROW, which may become applicable to this Agreement upon its initial or subsequent renewal. Licensee acknowledges the right of the City to adopt and implement such lawful code amendments and/or fee schedules.
- 1.4. Amendments. This Agreement may not be amended without the written approval of both parties, except as described herein.
- 1.5. No Real Property Interest. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Route is limited to the license rights created by this Agreement, which creates a revocable (subject to the terms and provisions herein), non-exclusive license in the Route. The City and Licensee do not by this instrument

intend to create a lease, easement or other real property interest. Licensee shall have no real property interest in the Route or any portion of the ROW. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Route. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Route or Licensee's use thereof.

- 1.6. "AS-IS" Condition. Licensee is responsible for the study and inspection of the Route to be used pursuant to this Agreement and for determining the fitness for use intended by Licensee. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Route and the ROW. Licensee accepts the Route and ROW in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all applicable laws governing the use of the Route for the permitted uses allowed by this Agreement.
- 1.7. Mapping Requirement. Licensee shall maintain as-built drawings of Licensee's Facilities located within the Route and furnish a copy to the City using as-builts in pdf and AutoCAD. Upon completion of new or relocation construction of Licensee's Facilities in the Route, Licensee shall create and maintain precise, up-to-date maps of any of Licensee's Facilities and the Route using as-builts in pdf and AutoCAD and will make this information available to the City.
- 1.8. Dark Fiber. To the extent Licensee occupies the ROW with empty Conduit and/or Dark Fiber and/or uses the ROW to provide services other than the Telecommunication Services as defined by A.R.S. § 9-581, such use or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits, and laws.
- 1.9. Cable System. If Licensee obtains or seeks federal, state, or local approval to provide Cable Services over Licensee's Facilities within the City, this Agreement shall remain in effect according to its terms, and Licensee shall continue to pay any fee required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise. This Agreement does not allow Licensee to provide one-way transmissions by anyone directly to customers or any other type of video programming or other programming or transmission within the City that may be subject to a cable television license or franchise within the City's boundaries.
  - 1.9.1. Licensee shall not use Licensee's Facilities to provide Cable Services, cable television, or for open video service without the proper formal authorization by the City in separate agreements.
  - 1.9.2. Licensee may enter into User Contracts, as defined in Section 3.8, to allow third-parties to use Licensee's Facilities for Cable Services, cable television,

or for open video service only if the third-party has already entered into the proper agreements with the City that allows the third-party to conduct such activities.

## **2. USE OF THE ROW; PERMITS**

- 2.1. Maintenance of Licensee's Facilities. Licensee shall be solely responsible for all maintenance, repair, and provision of all utilities for Licensee's Facilities under this Agreement. Licensee shall at all times repair and maintain Licensee's Facilities and the Route at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding the best industry practices.
- 2.2. Liability for Licensee's Work. For purposes of this Agreement, whenever work is done in the ROW or adjacent to the ROW as part of any work Licensee is performing in the ROW, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all persons, firms, partnerships, corporations, associations or other organization, or a combination of any of them, including any subcontractor hired and/ or used by Licensee, that performs services or provides goods relating to this Agreement and that the obligations of this Agreement are imposed on both Licensee and any of Licensee's contractors (and any subcontractors used thereunder), who will be considered Licensee's representatives and for whom Licensee will be responsible.
- 2.3. Licensee shall ensure that Licensee and its employees, agents, contractors, and representatives comply with all ROW use requirements, including, but not limited to, the following:
  - 2.3.1. Licensee shall ensure that Licensee's Facilities are constructed, installed, operated, repaired, and/or maintained in accordance with the Avondale City Code and established practices with respect to the ROW, including, but not limited to, obtaining the proper permits prior to commencing any work and following all terms and conditions of such permits.
  - 2.3.2. Licensee's use of the ROW shall be according to plans approved by the City Engineer, provided that such approval of plans shall not be unreasonably withheld or delayed.
  - 2.3.3. Licensee's Facilities to be constructed, installed, operated, maintained, upgraded, and/or removed shall be located or relocated as to interfere as little as possible with traffic or other authorized uses within the ROW. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, paving, and/or location or relocation of Licensee's Facilities shall be subject to regulation by the City Engineer.
  - 2.3.4. Provided such guidelines complies with State and Federal law, the City may issue reasonable policy guidelines to all Telecommunications Services licensees/permittees to establish procedures for determining how to control the issuance of engineering permits to multiple licensees/permittees for the

same one-mile segments of the ROW. Licensee agrees to cooperate with the City in establishing such policies with procedures established by the City Manager or their designee to coordinate the issuance of multiple engineering permits in the same one-mile segments of the ROW.

- 2.3.5. Licensee and its employees, agents, contractors, and representatives are subject to the City's exercise of its police, regulatory, and other powers as the City now has or may later obtain, and a license or other agreement may not waive application of the same. The City shall have continuing jurisdiction and supervision over any facilities located within or on the ROW, including, but not limited to, Licensee's Facilities. Daily administrative, supervisory, and enforcement responsibilities are hereby delegated and entrusted to the City Manager or their designee to interpret, administer, and enforce the provisions of this Agreement.
- 2.4. Permits before Construction/Installation. Licensee may not install, construct, locate, or attach any Licensee's Facilities to any property within the City, including the ROW, until Licensee has applied for and received approval for permits from the City Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions, and negligence of Licensee's contractors (and any subcontractors used thereunder) who are involved in the design, installation, construction, maintenance, repair, location, relocation, and/or any other activity involving Licensee's Facilities subject to this Agreement. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with all provisions of the Avondale City Code, including, but not limited to, off-site construction regarding streets and sidewalks and other applicable City and/or Maricopa County regulations. All rights hereunder are granted under the express condition that the City shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare, to the same extent that such restrictions and limitations are applied to all non-governmental occupants/users of the ROW.
- 2.5. Details/Specifications for Permits. Licensee shall submit all applicable permit applications together with the details, plans, and specifications for City review and approval, and pay all applicable application, review, and inspection fees, prior to any and all construction work to be performed pursuant to this Agreement.
- 2.6. Stipulations. Licensee and its contractors shall abide by all stipulations of all licenses and permits issued.
- 2.7. Permits for Relocation. If Licensee desires to change the location of any portion of Licensee's Facilities from the initial permit application(s), Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

- 2.8. Criteria for Approval. The City will approve or deny applications based on the availability of space at the location(s) sought by Licensee, safety, and other considerations in accordance with the Avondale City Code, the City's practice, applicable ROW construction regulations, and other applicable laws.
- 2.9. Construction Standards. Any of Licensee's Facilities placed in the ROW shall be constructed using industry standard boring and trenching construction methods. Other material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Licensee and/or its contractors shall install any new Conduit and access points (e.g. manholes, pull boxes) using industry standard practices and in full compliance with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, the City's supplements to MAG, and the City's Engineering Development Standards ("EDS").
- 2.9.1. Aerial Facilities. In accordance with the EDS, Licensee may place Fiber Optic Cables above ground along the Route where there are existing aerial/aboveground facilities. If such existing aerial/aboveground facilities are subsequently relocated underground, Licensee shall relocate its then-existing aerial/aboveground Fiber Optic Cables underground in those locations and locate any new Fiber Optic Cables underground in those locations.
- 2.10. Written Approval for Changes. Licensee shall obtain written approval from the City Engineer or their designee if Licensee desires to change any components of any Licensee's Facilities, which shall not be unreasonably withheld, delayed, or denied.
- 2.11. Work Restrictions/Requirements. Licensee shall comply with and ensure that its contractors comply with the City of Avondale Temporary Work Zone Traffic Management Policy ("Avondale Work Policy"), as amended from time to time, herein incorporated by this reference. All of Licensee's work under this Agreement shall follow the Avondale Work Policy, which includes, but is not limited to, defined road types, allowable hours of work and holiday/event restrictions, and other work requirements and restrictions. The City will provide the Avondale Work Policy as requested and may be found on the City of Avondale website.
- 2.12. Right to Inspect. The City shall have the right, but not the obligation, to inspect all construction and/or installation work performed subject to the provisions of this Agreement and to make such tests as the City deems necessary to meet the City's standards, the Avondale Work Policy, the MAG Uniform Standard Specifications and Standard Details for Public Works Construction, and any and all applicable City supplements thereto.
- 2.13. Common Installations. Licensee shall reasonably coordinate the installation of Licensee's Facilities with other utilities and the City to accommodate opportunities

for common installation. Nothing herein shall require Licensee to incur any material additional expense to accommodate common installations.

- 2.14. Boring; Street Openings. Although the exact placement and location of Licensee's Facilities shall be determined by the City through the permitting process, Licensee has expressed its intent and the City has expressed its desire to have such Licensee's Facilities installed outside of the paved street area whenever such location is feasible and reasonable. If Licensee intends to place Licensee's Facilities by directional boring under such streets when feasible and reasonable, said bore profiles based on vacuum pothole information shall be part of the engineered plans to be submitted to the City. Arterial streets shall not be bored, unless approved by the City Engineer in writing. In the event that a street opening in the pavement cannot be avoided, Licensee agrees to pay a fee in accordance with the City's Development Services Fee Schedule, as amended, and the Avondale Municipal Code (including, without limitation, trenching permit fees and fees for excavation in paved streets).
- 2.15. Dedicated Personnel. Licensee shall provide and identify a representative (e.g. project manager) who shall be the contact person for the City during any construction periods.
- 2.16. Adjacent Property-Owners. Licensee shall provide written notice to adjacent property-owners, or other individuals or entities having lawful control of adjoining property, of any activity by Licensee that may interfere with access to said property during all construction activities or other operations, except to the extent that this requirement of maintain access is waived in writing by the adjacent property-owner or other individual or entity having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee shall use commercially reasonable efforts to provide timely actual notice to the adjacent property-owner or other individual or entity having lawful control of such adjoining property. Upon request, Licensee shall promptly provide the City with the documentation of such permission from such affected property owner.
- 2.17. Opening/Alteration. Whenever Licensee or Licensee's contractors (and any subcontractors used thereunder) shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days following completion of Licensee's work which necessitated such opening or alteration, weather permitting. Licensee shall upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Licensee or Licensee's contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.
- 2.18. Restoration. After any work, installation, repair, maintenance, replacement, or relocation work performed in the Route, Licensee shall restore all disturbed areas

of the Route, affected ROW, and any affected surrounding property to the same condition or better that existed immediately prior to the commencement of the installation, repair, maintenance, replacement or relocation work. Such restoration includes, but is not limited to, repairing and/or replacing to the City's standards, rules, and policies (as amended from time to time) all pavement, sidewalks, curbs, landscaping, or other City improvements that may be disturbed or damaged by Licensee's activities or work under this Agreement.

- 2.19. Clean; Removal of Debris. Licensee and/or its contractors shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site, the Route, and the ROW in a safe, neat, and clean condition.
- 2.20. Safety. Licensee and its contractors shall be solely and completely responsible for the conditions of any job site, including safety of all individuals (including employees) and property, during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. The safety provisions herein shall conform to all applicable federal (including OSHA), state, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the stricter requirement shall be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Licensee from compliance with these provisions.
- 2.21. Traffic Control. Licensee shall comply with the following traffic control requirements:
  - 2.21.1. Licensee's traffic control shall comply with the City of Avondale Temporary Work Zone Traffic Management Policy, herein incorporated by this reference. Licensee shall follow the guidelines contained in the latest editions of the Manual on Uniform Traffic Control Devices ("MUTCD"), herein incorporated by this reference, and the City of Phoenix Traffic Barricade Manual, herein incorporated by this reference. Licensee shall additionally comply with any special provisions herein.
  - 2.21.2. At the time of the pre-construction conference, Licensee shall designate an individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Any entity wishing to obtain a permit to place, maintain, and/or remove temporary traffic control within the City of Avondale shall obtain an annual traffic control permit from the City per the City of Avondale Temporary Work Zone Traffic Management Policy. At the same time, the City shall designate a representative who will be responsible for ensuring that all traffic control and traffic control alterations are implemented per the traffic control specifications as defined in the approved traffic control plan.

- 2.21.3. Licensee shall have the full responsibility and liability for traffic control for a project. Licensee shall submit a traffic control plan ("Traffic Control Plan") to Traffic Engineering for approval – five (5) business days prior to beginning work under this Agreement. The Traffic Control Plan shall include all motor vehicles, bicyclists, and pedestrians. Licensee shall not begin construction until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of construction; otherwise, construction will cease until the Traffic Control Plan is approved. During construction it may be necessary to alter traffic control as approved by Traffic Engineering. Alterations to traffic control shall be in accordance with City of Avondale Temporary Work Zone Traffic Management Policy, the latest edition of the MUTCD, and/or the latest edition of the City of Phoenix Traffic Barricade Manual. The most restrictive manual shall apply. Licensee shall pay any and all applicable barricade fees.
- 2.21.4. In the event Licensee or Licensee's contractors (and any subcontractors used thereunder) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, Licensee shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to Licensee at cost.
- 2.21.5. Licensee shall notify all adjacent and/or affected residents and/or businesses in advance of any street, alley, sidewalk, and driveway closures per the Temporary Work Zone Traffic Management Policy so that they can make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.
- 2.21.6. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Traffic Engineering.
- 2.22. Arizona 811. Licensee and Licensee's contractors (and any subcontractors used thereunder) shall comply with A.R.S. §§ 40-360.21 through 40-360.32 and participate as a member of Arizona 811 with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer.
- 2.23. Compliance with Laws. Licensee shall comply with all applicable laws as amended from time to time, including but not limited to, the Avondale City Code, Arizona law, and federal law in the exercise and performance of its rights and obligations under this Agreement. If it is necessary for Licensee to comply with any law or regulation of the Federal Communications Commission ("FCC") or the ACC) to engage in the business activities anticipated by this Agreement, Licensee shall comply with such laws or regulations. Provided, however, no such law or regulation of the FCC or



ACC shall enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

### 3. **NON-EXCLUSIVITY; THIRD-PARTY CONTRACTS**

- 3.1. Non-Exclusive. This Agreement is non-exclusive and nothing herein shall prevent the City from granting like or similar privileges to any other individual or entity.
- 3.2. City's Control of ROW. Any and all rights granted to Licensee shall be subject to the prior and continuing right of the City to use and manage the ROW exclusively or concurrently with any individuals and/or entities and to manage the City's own conduit, fiber optic cables, or facilities. Any and all rights granted to Licensee shall be subject to all deeds, easements, dedications, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this Agreement shall be construed to grant, convey, create, or vest any real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights. The City shall have full authority to regulate, on a non-discriminatory basis, use of the Route and the ROW and to resolve competing demands and preferences regarding use of the Route and the ROW and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, the City may take any or all of the following into account in regulating use of the Route and the ROW:
  - 3.2.1. All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities, as defined in Section 3.6;
  - 3.2.2. All other factors the city may consider relevant, whether or not mentioned in this Agreement; and/or
  - 3.2.3. Differing regulatory regimes and/or laws applicable to claimed rights, public benefits, community needs, and all other factors relating to Competing Activities, as defined in Section 3.6.
- 3.3. Accommodate City's Activities. Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the City, to remove, relocate, or abandon in place Licensee's Facilities in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of Licensee's Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.
- 3.4. City's Rights. There is hereby reserved to the City every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful

ordinance or law, and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of the City.

- 3.5. Interference with Communications Operations. Licensee shall not install, operate, or allow the use of any equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. Licensee shall be responsible to ensure compliance with this requirement by all persons using the Route through or under Licensee. If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter the Route
- 3.6. Competing Activities. Licensee accepts the risk that there may exist, now or in the future, all manner of work and improvements upon the ROW ("Competing Activities"). Competing Activities include, but are not limited to, laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, or realigning, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the ROW that the City may permit from time to time.
- 3.7. Subordinate Rights. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of the ROW shall be subordinate to: (i) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; (ii) any prior lawful occupancy or use thereof by any other individual or entity; and (iii) any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with the property rights established independent of this Agreement. Licensee shall not obstruct, impede, disrupt, or interfere with or prevent any Competing Activities or any person or entity that has prior or subsequent rights to use the Route and/or ROW.
- 3.8. Third-Party Contracts. Licensee may enter into contracts with third-parties ("ROW Users") in the ordinary course of Licensee's business for use of Licensee's Facilities within the Route, subject to this Agreement. Such contracts ("User

Contracts") are subject to all terms and conditions of this Agreement, including, but not limited to, the following:

- 3.8.1. No ROW User shall transmit data over Licensee's Fiber Optic Network, use Licensee's Facilities, or use the Route for any purpose, except under a User Contract with Licensee;
- 3.8.2. ROW Users shall not perform any construction, maintenance, repair, or any other work in the ROW, unless a ROW Users has a separate agreement with the City to do so; and
- 3.8.3. Identities of ROW Users shall be disclosed to the City, upon reasonable request, but will be deemed confidential if consistent with Arizona public records laws.
- 3.9. Disruption by Others. The City and its officials, agents, employees, or contractors shall not be liable to Licensee or its customers, the ROW Users, or other contractors for any service disruption or for any other harm caused to them or the Route due to Competing Activities.
- 3.10. Compliance with Agreement. Licensee shall cause all persons and/or entities using the ROW through or under Licensee or this Agreement to comply with all terms and conditions of this Agreement. Licensee is responsible for any and all violations of this Agreement by persons and/or entities using the ROW through or under Licensee or this Agreement.

#### 4. **FEES**

- 4.1. City's Right of Fair and Reasonable Compensation. By entering into this Agreement, neither party waives any current or future rights reserved under the law or the Telecommunications Act of 1996, including, but not limited to, those rights pursuant to Section 253(c) that reserve the City's right to manage the ROW and to require fair, non-discriminatory and reasonable compensation from Licensee for use of the ROW.
- 4.2. Licensee's Payments. Licensee shall pay to the City each of the following separate and cumulative amounts (collectively, the "Fee Payment"):
  - 4.2.1. An amount (the "Annual Fee Payment") based on Licensee's use of the Route to provide interstate telecommunications services as such services are defined by A.R.S. § 9-583(C)(2), for any leasing/licensing of fiber to third-parties, the placement or leasing/licensing of empty conduit, the placement or leasing/licensing of any dark fiber, and/or as otherwise described in section 4.3.
  - 4.2.2. An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

- 4.2.3. An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.
- 4.2.4. An amount (the "Transaction Privilege Tax") based on any qualifying services under the Avondale Tax Code.
- 4.2.5. All other amounts required by this Agreement.
- 4.3. Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be eighty-nine cents (\$0.89) per linear foot of trench in the ROW.
  - 4.3.1. Within ten (10) days after the Effective Date, and on each annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench permitted and/or installed in the ROW or on other City-owned property. The Annual Fee Payment for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.6 for the year of payment, by the linear footage of trench permitted or installed in the ROW or on other City-owned property. The City must receive the Annual Fee Payment before the City will issue any new encroachment permits for additional facilities or equipment in the ROW or other City-owned property.
  - 4.3.2. The Annual Fee Payment shall be adjusted annually as set forth in this Section. Commencing on the first anniversary of the Commencement Date (being the start of Year 2), and during the Term on each anniversary thereafter, the adjusted fee payment amount shall be the Annual Fee Payment established for the immediately preceding Year as increased by the percentage increase, if any, in the CPI-U (as defined below) from the Base Year 1st Half (as defined below) to the Current Year 1st Half (as defined below). The "CPI-U" means the Consumer Price Index, All Items, for All Urban Consumer, Phoenix Area, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). The period from January to June immediately preceding the then-current anniversary of the Commencement Date shall be the "Current Year 1st Half," and the period from January to June for the year before that shall be "Base Year 1st Half." (For example, if the Commencement Date were September 1, 2019 and the increase in the Annual Fee Payment were being calculated for the Year beginning September 1, 2020, then the increase would be the increase in the CPI-U from 1st Half 2019 to 1st Half 2020). In no event may the adjusted fee be less than the Annual Fee Payment for the prior year. If the Bureau ceases publishing the Consumer Price Index, or materially changes the method of its computation or other features thereof, the City shall substitute therefore a comparable index that is reasonably acceptable to both parties and is based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental agency, responsible financial periodical, trade association, or educational institution. For example, which shall be used only as an example:

**Linear Foot Fee**

| 1st Half |         | 2019 |      | 2020 |              | %         |
|----------|---------|------|------|------|--------------|-----------|
| YEAR     | CPI-U   |      | Fee  |      | Adjusted Fee | of change |
| 2020     | 145.122 | X    | 0.89 | =    | 0.91         | 2.8%      |
| 2019     | 141.214 |      |      |      |              |           |

- 4.3.3. In the event Licensee cancels or returns a permit and does not construct or install the Licensee's Facilities approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual Fee Payment or may be refunded to Licensee by the City.
- 4.3.4. Notwithstanding the above, Licensor and Licensee agree that the Annual Fee Payment shall not be greater than an amount equal to five percent (5%) of Licensee's Gross Revenues during each computation period for the Annual Fee Payment; however, such 5% annual cap shall only apply once Licensee has paying customers in the Route which are deemed Gross Revenues. Until Licensee has such paying customers that would be deemed Gross Revenues under this Agreement, Licensee will be subject to the Annual Fee Payment in full with no cap. If at any time Licensee no longer has paying customers or otherwise does not receive any Gross Revenues subject to the 5% cap, the Annual Fee Payment shall resume with no cap until such a time that Licensee again has applicable paying customers. The City shall have the right, at any time, to require written documentation to show that Licensee obtains paying customers; Licensee shall promptly comply with providing such documentation.
- 4.4. Appropriate Taxes. Licensee shall pay any applicable city, county and state transaction privilege and use taxes. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to this Section.
- 4.5. Permit Fee Payment Amount. Licensee shall pay all applicable construction permit fees, including, but not limited to, charges for encroachment permit applications, issuance, inspection, testing, plan review, and any other fees adopted by the City and applicable to persons doing work or encroaching in the ROW.
- 4.6. Adjustments. All fixed dollar amounts stated in this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), Phoenix Area, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted amount shall be calculated as described in Section 4.3.2. This computation is expressed by the following formula:

$$\frac{\text{Current Year 1st Half}}{\text{Base Year 1st Half}} \times \text{Current Amount} = \text{Adjusted Fee}$$

provided, that in no event shall any amount be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in the City's reasonable discretion. Any delayed adjustment shall be effective retroactively. For example, which shall be used only as an example:

***Fee for Failure to properly restore public ROW***

| 1st Half |         | 2019     |   | 2020         |  | %<br>of change |
|----------|---------|----------|---|--------------|--|----------------|
| YEAR     | CPI-U   | Fee      |   | Adjusted Fee |  |                |
| 2020     | 145.122 | X 600.00 | = | 616.60       |  | 2.8%           |
| 2019     | 141.214 |          |   |              |  |                |

- 4.7. Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.
- 4.8. Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:
  - 4.8.1. Licensee shall pay Annual Fee Payment by the anniversary date of each year of this Agreement.
  - 4.8.2. Licensee shall pay Permit Fee Payment at the times and in the amounts specified by the City's normal processes for permitting, including, but not limited to, construction permits, encroachments, issuances, inspections, testing, plan review, and other processes applicable to persons doing work or encroaching in the ROW.
  - 4.8.3. All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.
- 4.9. Fee Payment Amount Report. Each installment of Fee Payment by Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

- 4.10. Damage Fees. Licensee shall pay all reasonable costs associated with any damage caused by Licensee or its subcontractors, employees, or agents to the ROW or other public property.
- 4.11. Violation Fee Payment. During the Term of this Agreement, the City may suffer certain money damages in the form of administrative cost and inconvenience, disharmony among Competing Activities, and general inconvenience in ROW use by the City, Competing Activities, and the public as a result of an uncured violation of this Agreement by Licensee ("Inconvenience Costs"). Assessing the actual damages for these Inconvenience Costs may be impracticable to determine. In lieu of paying the actual damages for these Inconvenience Costs, the City may assess Violation Fee Payments against Licensee to cover the damages that caused the Inconvenience Costs and is as described in Section 4.11.1. The Violation Fee Payments will be assessed with the processes described in Section 4.11.2. The Violation Fee Payments are only intended to remedy the Inconvenience Costs that the City suffers. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way the City's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment. Provided however, that if the City determines to exercise any other legal or equitable remedy provided by this Agreement or otherwise, City may not, in addition to such remedy, assess a Violation Fee Payment. Except for any failure to properly restore the public ROW under 4.11.1.1, or other violation of this Agreement by Licensee that in the City's sole determination may impact the health, safety, or welfare of the public, City shall use reasonable efforts to notify Licensee of any violation of this Agreement and permit Licensee an opportunity to cure such violation in accordance with the applicable cure period in this Agreement or as otherwise agreed by City.

4.11.1. The Violation Fee Payments per calendar day or part thereof are as follows:

- 4.11.1.1. The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after the City's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.
- 4.11.1.2. Following a ten (10) day notice to cure, the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

- 4.11.1.3. The amount of Five Thousand Dollars (\$5,000.00) for any unauthorized partial or total assignment of this Agreement.
- 4.11.1.4. The amount of Five Hundred Dollars (\$500.00) per instance of any other action or non-action by the Licensee in violation of this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.
- 4.11.2. Process for assess a Violation Fee Payment:
  - 4.11.2.1. If the City determines that Licensee is liable for Violation Fee Payment, then the City shall issue to Licensee a notice of the City's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment.
  - 4.11.2.2. Licensee shall pay the Violation Fee Payment within ten (10) calendar days after the City's notice. The following shall apply for any Violation Fee Payment:
  - 4.11.2.3. Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance.
  - 4.11.2.4. If Licensee fails to respond to the notice, Licensee shall pay the Violation Fee Payment.
- 4.11.3. Except as may be expressly stated in this Section 4, no cure period applies to the accrual of Violation Fee Payment.
- 4.11.4. Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment
- 4.12. Deadlines for Annual Fees. For any annual payment(s) owed, Licensee shall make such payment(s) to the City within ten (10) business days of the Effective Date and by the anniversary of the Effective Date for the duration of the Term.
- 4.13. Late Fees. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Licensee shall pay interest on the amounts owed at the rate of one percent (1%) per month.
- 4.14. Requirement of Insurance, Performance Bond, and Letter of Credit. Prior to any work being performed in the ROW, Licensee shall secure all performance bond requirements in this Agreement and provide the City with all insurance requirements prior to the commencement of any work, including, but not limited to, all certificates of insurance required by this Agreement.
- 4.15. Performance Bond.



4.15.1. Prior to receiving any permit to construct, install, maintain or perform any work on public property, Licensee shall cause to be filed and maintain until completion of the construction, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars (\$100,000.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Licensee shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. The City and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund.

4.15.2. If Licensee has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

#### 4.16. Letter of Credit.

4.16.1. Prior to applying for any permit to construct, install, maintain or perform any work in the ROW which requires a construction permit from the City pursuant to applicable Avondale Municipal Codes, Licensee shall provide either a cash deposit into a suitable interest-bearing account, established by the City, or a domestic irrevocable standby letter of credit, in the sum of not less than Fifty Thousand Dollars (\$50,000.00) as security for the faithful performance by it of all the provisions of this Agreement, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under the Agreement and license issued pursuant thereto, and the payment by the Licensee of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Fiber Optic Network (the "security fund"). The City shall have the full power of withdrawal of funds from the account or letter of credit except that all interest accrued shall be payable to the Licensee on demand. No withdrawals shall be made from the security fund without the prior written approval of the City Engineer and ten (10) days' prior written notice of intent to withdraw to Licensee.

4.16.2. Within twenty (20) days after notice to Licensee that any amount has been withdrawn by the City from the security fund, Licensee shall deposit a sum of money or present to the City an additional irrevocable letter of credit sufficient to restore such security fund account to the original amount.

- 4.16.3. If Licensee: (i) fails, within ten (10) business days of a notice of intent to draw on the security fund, to either dispute the notice in writing or to pay the City any taxes or fees due and unpaid or any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Licensee in connection with this Agreement; or (ii) fails, within thirty (30) days of such notice of failure from the City to dispute the notice in writing, or comply with any provision of this Agreement which the City reasonably determines can be remedied by an expenditure of funds from the security fund; the City may immediately withdraw the amount thereof from the security fund. Upon such withdrawal, the City shall notify Licensee of the amounts and date thereof.
- 4.16.4. The rights reserved to the City, with respect to the security fund, are in addition to all other rights of the City whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund shall affect any other right City may have.
- 4.16.5. Licensee shall be entitled to the return of such security fund, or portion thereof, as remains on deposit at the expiration of the term of the Agreement or upon termination of the Agreement at an earlier date, provided that there is then no outstanding default on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.
- 4.17. In Kind. This Agreement does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee to the extent permitted by law. This subsection imposes no obligation on the City to agree to offset any fees in this Agreement or in any future agreement.
- 4.18. Audits. The City shall have the right to audit or otherwise inspect any and all customer contracts, subleases, sublicenses, or otherwise subcontracts, including without limitation, all ROW User agreements with Licensee, to the extent reasonably necessary to confirm compliance with this Agreement, including proper payment of all fees under this Section 4. The City may conduct such audits as often as reasonably necessary in order to justify the necessary payments, but no less than one (1) time per annual term, beginning on the Effective Date.

## **5. RELOCATION**

- 5.1. Licensee shall relocate, at no expense to the City, any of Licensee's Facilities, or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this

Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Licensee shall remove the designated portions of Licensee's Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Licensee shall take reasonable steps to remove Licensee's Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

- 5.2. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating, or reconstructing any portion of Licensee's Facilities on public property or ROW. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of Licensee's Facilities. Licensee will maintain any annual permits required by the City for such maintenance and emergency repairs. Licensee will notify the City before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.
- 5.3. If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such actual relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 4.16 or the performance bond pursuant to Section 4.15.
- 5.4. The City has no obligation to relocate or otherwise move Licensee's Facilities, any City-owned facilities, Conduit, or Fiber Optic Cables, ROW Users' Facilities, or any other Facilities of persons or entities lawfully using the ROW. The City shall require that third parties be responsible for relocation work of Licensee's prior existing Licensee Facilities in the ROW not necessitated by the City.
- 5.5. Any relocation work performed by Licensee or its contractors shall be subject to and comply with this Agreement.

## **6. DAMAGE TO PUBLIC PROPERTY**

- 6.1. In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted hereunder, and such installation, removal, or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. If Licensee does not repair the damage or

disturbance as just described, then City shall have the option, upon ten (10) business days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual costs incurred by the City at City's standard rates.

- 6.2. Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the City Engineer. The City shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun. Licensee agrees that any damage to City fiber, conduit, or other property must be replaced or repaired and restored with new or like-new materials. If the City needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs and/or relocation and/or removal costs from Licensee and may draw upon the performance bond and/or letter or credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 6.3 below.
- 6.3. Upon the receipt of a demand for payment by the City, Licensee shall, within thirty (30) days, reimburse the City for such costs.
- 6.4. For any pavement cuts by Licensee, Licensee agrees to restore the pavement.

## **7. PENALTIES FOR VIOLATION OF TERMS**

- 7.1. The City's Remedies. The City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other City permits and authorizations until Licensee complies with the terms of this Agreement or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this Agreement are not exclusive. Except as otherwise set forth in this Agreement, Election of one remedy by the City, including assessment of liquidated damages, does not preclude the use of other remedies.
- 7.2. Licensee's Remedies. Licensee sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for equitable or injunctive relief.

## **8. TERMINATION**

- 8.1. The City Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this Agreement.
- 8.2. Immediate Termination. The City may terminate this Agreement upon thirty (30) days' notice and Licensee's failure to remedy any of the following to the reasonable satisfaction of the City:

- 8.2.1. Licensee ceases doing business in the City;
- 8.2.2. If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency");
- 8.2.3. Licensee fails to keep the Certificate in effect following any right of appeal or due process of the ACC;
- 8.2.4. Licensee fails to maintain any insurance required by this Agreement;
- 8.3. Cure of Defect; Termination. The following instances are defects in performance by Licensee shall be deemed instances of "Default" by Licensee:
  - 8.3.1. Licensee fails to comply with the material terms and conditions of this Agreement or applicable law, including, but not limited to, failing to maintain any insurance, security fund, or performance bond;
  - 8.3.2. Licensee fails to make payments to the City in the amounts and at the times specified in this Agreement;
  - 8.3.3. Licensee fails to comply with the Avondale Work Policy and any other construction, design, or other related requirement under this Agreement;
  - 8.3.4. Licensee fails to construct in the designated, approved path of the Route;
  - 8.3.5. Licensee fails to provide the current, accurate as-built plans and maps showing the Route, including all of Licensee's Facilities in the Route; and
  - 8.3.6. Licensee fails to obtain or maintain the required licenses, permits, or other approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.
- 8.4. Curing Default. The City may terminate this Agreement if Licensee does not cure the defect in performance, as listed as Section 8.3 as instances of Default, within sixty (60) days (or such longer period of time as the City determines is reasonably necessary to cure) following the City's written notice of Licensee's defective performance. Upon the occurrence of Default or at any time thereafter, the City may do any of the following:
  - 8.4.1. Pay or perform for Licensee's account, in Licensee's name, and at Licensee's expense, any and all payments or performances required to be paid or performed by Licensee;

- 8.4.2. Require an additional security deposit adequate in the City's sole discretion to protect the City and the ROW in light of Licensee's history of performance under this Agreement;
- 8.4.3. Abate at Licensee's expense any violation of this Agreement; and/or
- 8.4.4. Be excused without any liability to Licensee from further performance of any and all obligations under this Agreement.
- 8.5. No Need to Cure. The City will not need to provide Licensee with a cure period prior to termination if the City finds the defect in performance is due to intentional misconduct, a violation of law, or is part of a pattern of repeated and persistent violations where Licensee has already had notice and an opportunity to cure.
- 8.6. Licensee's Termination. Licensee may terminate this Agreement by providing the City with ninety (90) days' written notice and only upon making arrangements satisfactory with the City Engineer to remove all Licensee's above ground Licensee's Facilities from public property and the ROW, unless the City Engineer agrees in writing to allow Licensee to abandon part or all of Licensee's Facilities in place. If the City Engineer agrees to allow Licensee to abandon Licensee's Facilities in place, the ownership of such Licensee's Facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.
- 8.7. Restoring the Route. Upon termination or revocation of this Agreement, Licensee shall cease using the Route. Licensee shall return the Route and any affected portions of the ROW or surrounding property affected by Licensee's Facilities and/or work to the same condition or better condition prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall remove all of Licensee's Facilities if requested by the City upon termination of this Agreement and/or revocation of the license granted herein, including, but not limited to, all above ground and subsurface portions of Licensee's Facilities.

## 9. **GOVERNING LAW**

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of Maricopa County, Arizona.

## 10. **COMPLIANCE WITH LAWS**

- 10.1. Compliance with A.R.S. § 38-511. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after execution of the Agreement without penalty or further obligation if any person significantly involved in initiating,

negotiating, securing, drafting or creating this Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee of or a consultant to Licensee with respect to the subject matter of this Agreement. The cancellation shall be effective when Licensee receives written notice of the cancellation, unless the notice specifies a later time.

- 10.2. The Parties shall comply with all federal, state and local laws, codes, rules and regulations.
- 10.3. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. Licensee hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.
- 10.4. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

## **11. INDEMNIFICATION**

- 11.1. Licensee acknowledges that it has liability for any and all of Licensee's Facilities installed in the public ROW and in the Route, its use and/or occupation of the ROW and the Route, for any work that is done in or adjacent to the ROW and/or the Route, for any loss or liability incurred by reason of any Toxic Substance (as defined in section 19) on or affecting the portion of the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s), the failure to comply with the request for information and laws pertaining to public records (as further described in section 20.9), and for its exercise of its rights under this Agreement directly or through its contractor(s), except for the intentional or solely negligent acts on the part of the City or its agents. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the City, and its officials, boards, commissions, agents, contractors, subcontractors, or employees, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including but not limited to, reasonable attorney's fees incurred through all appeals ("Claims") arising out of or alleged to have resulted from or materially related to: (i) the acts, errors, mistakes, or omissions of Licensee, its employees, representatives, or any tier of contractors and/or subcontractors or any other person for whose acts, errors, mistakes, and/or omissions Licensee may be legally liable; (ii) for any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of

the ROW and/or the Route used that is attributable to or caused by Licensee and/or its contractor(s); (iii) the failure to comply with the request for information and laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City; and/or (iv) the City entering into this Agreement, or the acts or omissions of the City or its officials, boards, commissions, agents, contractors, subcontractors, or employees acting pursuant to or in furtherance of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agents, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non-delegable duty.

- 11.1.1. In the event that a notice of claim is served on the City or litigation is commenced against the City for which Licensee has a duty to indemnify and defend the City pursuant to this Agreement, the City must tender the defense of the litigation to Licensee. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect the City, acceptable to the City). City may retain counsel to assist in the defense, at City's sole cost and expense. Licensee must consult with the City while conducting its defense of the City and must keep the Avondale City Attorney's Office informed of the status and progress of all litigation involving the City that has been tendered to Licensee or its insurance carrier.
- 11.1.2. The parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the City and provide copies of all accident reports, incident reports, statements or other documents that are relevant to the claims, demands or lawsuits or which may lead to the discovery of relevant materials or information, in the possession of the other party, its employees, representatives, contractors, and/or others.
- 11.2. Subject to any privilege and/or confidentiality legal protections, both parties agree to make their employees, representatives, and contractors available to the other party to gather any relevant information relating to an incident from which any claim, demand, or lawsuit arises.
- 11.3. It is the purpose of this Section to provide maximum indemnification to the City under the terms and conditions expressed and, in the event of a dispute, this Section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by Licensee against any and all claims, demands or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose



either from City's sole negligence or intentional acts or that the City was comparatively at fault for the damages. Only in this event may Licensee then commence an action against the City for damages related to that portion judicially determined to be City's fault.

- 11.4. The provisions of this Section shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Licensee, even if part or all of this Agreement is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the City and their respective successors and assigns, if any.
- 11.5. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.
- 11.6. As a condition to City's executing this Agreement, Licensee specifically agrees that to the extent any provision of this Section is not fully enforceable against Licensee for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

## **12. INSURANCE**

- 12.1. Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain commercial general liability insurance against claims for bodily injury (including death) or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, or employees during all times that this Agreement is in effect. Limits may be attained by a combination of primary and umbrella liability coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.
- 12.2. General Requirements. Licensee's insurance of the types and amounts required in this Section shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized or permitted to do business in the State of Arizona.
  - 12.2.1. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the City, constitute a material breach of this Agreement and may result in termination of this Agreement.
  - 12.2.2. The insurance coverage, except workers' compensation and employer's liability, and professional liability, required by this Agreement, shall include

the City, its agents, representatives, directors, officials, and employees, as additional insureds as their interest may appear, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by the City or its employees shall not contribute to the coverages provided by Licensee. This provision and the inclusion of the City as an additional insured shall not be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(ies).

12.2.3. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) for workers' compensation against the City, its representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.

12.2.4. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention.

12.2.5. Upon receipt of notice from its insurer(s), Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days' prior written notice of cancellation of any policy required herein.

12.2.6. Upon request, Licensee shall furnish separate certificates and additional insured endorsements for each of Licensee's contractors (and any subcontractors used thereunder). All coverages for Licensee's contractors (and any subcontractors used thereunder) shall be subject to the same limits as required for Licensee.

12.2.7. The City reserves the right to periodically review said insurance limits to ensure coverage is based on market and risk requirements throughout the effective term of this Agreement.

### 12.3. Proof of Insurance – Certificates of Insurance.

12.3.1. Upon execution of this Agreement, Licensee shall furnish to the City Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates. Such Certificate(s) shall include the blanket additional insured endorsement including the City as an Additional Insured pursuant to Section 12.2.2 and shall be attached as Exhibit C to this Agreement.

12.3.2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City five (5) business days prior to the expiration date.

12.3.3. All Certificates of Insurance shall identify the policies in effect on behalf of Licensee, their policy period(s), and limits of liability required herein. Coverage shown on the Certificate of Insurance must coincide with the requirements in this Agreement. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to:

City of Avondale  
Attn: Risk Manager  
16000 N. Civic Center Plaza  
Avondale, AZ 85374

With copy to:  
City of Avondale  
Attn: City Engineer  
16000 N. Civic Center Plaza  
Avondale, AZ 85374

12.3.4. The City reserves the right to review, within at least ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in Maricopa County, Arizona. The City shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

12.4. Required Coverage. Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by anyone directly employed by Licensee. Coverage under the policy will be at least as broad as ISO forms or equivalent thereof, including but not limited to: severability of interest and waiver of subrogation clauses; claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees; claims for damages insured by usual personal and advertising injury liability coverage; claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and claims involving contractual liability applicable to Licensee's obligations under the indemnification Section herein.

12.5. Commercial General Liability – Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written in the amount of \$2,000,000 limits per occurrence and \$6,000,000 general aggregate in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the ISO Additional Insured form, and shall include coverage for Licensee's completed operations and products.

12.6. Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance in compliance with the statutory requirements

of the state(s) of operation and Employer's Liability insurance with a limit of \$1 million for each accident, \$1 million disease coverage for each employee, and \$1 million disease policy limit.

- 12.7. Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1 million each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Any combination between automobile liability and excess/umbrella liability amounting to a minimum of \$5 million per occurrence in coverage will be acceptable. Coverage shall be at least as broad as ISO policy form or equivalent.
- 12.8. The City reserves the right to require additional insurance coverages and/or increase any minimum coverages herein at any time with written notice to Licensee.

### 13. LIMITATION OF LIABILITY

- 13.1. The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Network or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.
- 13.2. Licensee also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.
- 13.3. Licensee shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this Agreement.

### 14. WARRANTY

- 14.1. The issuance of a license, permit or other authorization by the City is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.
- 14.2. LICENSEE ACKNOWLEDGES AND AGREES THAT CITY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS

OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY THE ROW SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

**15. SURVIVAL OF LIABILITY**

All obligations of Licensee and the City hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

**16. PUBLIC EMERGENCY**

- 16.1. The City shall have the right, because of a public emergency, to sever, disrupt, relocate, remove, tear out, dig-up or otherwise damage and/or destroy Licensee's Facilities of without any prior notice to Licensee, if the action is deemed reasonably necessary by either the City Manager, Fire Chief, Police Chief, City Engineer, Public Works Director, or their designees. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), or Licensee's customers for any harm so caused to them or Licensee's Facilities. To the extent possible under the circumstances, City will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Fiber Optic Networks. City shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of Licensee's Facilities damaged pursuant to any such action taken by City related to the public emergency.
- 16.2. If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City's utility, public safety, and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with the City's request to secure the route area, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment.
- 16.3. In the event of a public emergency, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee, Licensee's contractors (and any subcontractors used thereunder), Licensee's customers, or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding to such public emergency. Where possible, the City will consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or Licensee's Facilities involved.

**17. NOTICE**

- 17.1. All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, addressed as follows:

THE CITY

City of Avondale  
Attn: City Engineer  
16000 N. Civic Center Plaza  
Avondale, AZ 85374  
Phone: (623) 222-6150  
Fax: (623) 222-6001

LICENSEE

Wyverd Connect LLC  
Attn: Chief Legal Officer  
5600 Arapahoe Ave, #200  
Boulder, CO 80303  
Phone: (303) 725-8815  
Email: scott.beer@wyverd.com

With copy to:

Avondale City Attorney's Office  
Attn: City Attorney  
16000 N. Civic Center Plaza  
Avondale, AZ 85374  
Phone: (623) 222-1120  
Fax: (623)-222-1101

With copy to:

Wyverd Connect LLC  
Attn: Chief Financial Officer  
5600 Arapahoe Ave, #200  
Boulder, CO 80303  
Phone: (303) 263-7299  
Email: tim.gentry@wyverd.com

- 17.2. Notices shall be deemed sufficiently given and served upon the other party the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.
- 17.3. Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the City within ten (10) business days of any change in mailing address.

**18. TRANSFERABILITY OF LICENSE**

- 18.1. This Agreement is personal to Licensee and therefore the rights, privileges and license granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Licensee, either by act of Licensee or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Licensee shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Avondale Municipal Code or this Agreement, whether arising before or after the date of transfer.
- 18.2. The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Licensee.

- 18.3. Nothing in this Section shall be deemed to prohibit a pledge or, hypothecation or mortgage or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee in loan obligations, the lender may assume the rights and obligations of the Licensee. The lender may not transfer or change control of the Agreement without submitting the change to the City for consent under this Section. If the lender does continue operation on any basis at any time, it shall be subject to all provisions of the Agreement. No later than three (3) years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the Agreement. Application by the lender for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" as discussed herein does not include a Licensee, person or corporation or other entity that operates cable television systems or telecommunications systems as a principal or important business. This Section is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the Agreement without City Council review and approval.
- 18.4. Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement. The City may, in its sole discretion and in addition to all other lawful remedies available to the City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive the City's consent. Notwithstanding, the above, transfer or assignment to Provider's financially viable parent, subsidiary, successor, or affiliate under common control, shall not require consent and shall be effective upon written notice to the City.

## **19. HAZARDOUS SUBSTANCES**

- 19.1. Licensee's and its contractors' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§ 9601, et. seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

19.1.1. Licensee and/or its contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

19.1.1.1. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery; or

19.1.1.2. Electric backup batteries.

19.1.2. Licensee and/or its contractors shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by the City.

19.1.3. Licensee and/or its contractors shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

19.1.4. Licensee and/or its contractors shall immediately notify the City of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's contractors (and any subcontractors used thereunder) and/or any other persons using the ROW under this Agreement did not do any of the following:

19.1.4.1. Participate in the Toxic Substance coming to the ROW;

19.1.4.2. Fail to immediately report the Toxic Substance to the City;

19.1.4.3. Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

19.1.4.4. Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

19.1.5. Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.



19.1.6. Within twenty-four (24) hours after any violation by Licensee and/or by its contractors of this Agreement pertaining to Toxic Substances, Licensee shall give the City notice reporting such violation.

19.1.7. Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of Licensee's Facilities. The City may contact by telephone the network control center operator at the following phone number 866-236-2824 regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Licensee will immediately notify the City if there is a change in the telephone number listed in this Section.

## **20. MISCELLANEOUS**

20.1. Complete Agreement. This Agreement, including all Exhibits which are attached, are hereby incorporated into this Agreement and all of which constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

20.2. Validity. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding this Agreement. Licensee has reviewed City's authority to execute and enforce this Agreement and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of the City to execute this Agreement and to enforce the terms herein.

20.3. Partial Invalidity. If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable, or preempted. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a license to Licensee under A.R.S. § 9-581 to § 9-583, as amended or succeeded, then this Agreement shall be considered a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the

same requirements and conditions as set forth in this Agreement except for conditions relating to the term of the Agreement and the right of termination. If this Agreement shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

- 20.4. Time of Essence. Time is of the essence in each and every provision of this Agreement.
- 20.5. Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement and the parties may agree in writing to amend this Agreement to address such invalid or unenforceable provisions; however, if the parties disagree as to the validity or enforceability of such provisions, the Agreement will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the parties later agree in writing. In the event either party seeks such judicial declaration or interpretation of any provision herein, neither party will be liable for the other party's attorney's fees, regardless of which party is deemed the successful party.
- 20.6. Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this Agreement.
- 20.7. No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this Agreement.
- 20.8. No third-Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. The City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.
- 20.9. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Licensee acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Licensee understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Licensee, the City agrees to provide Licensee with notice of that request. Within ten (10) days of such notice (which shall reference the 10-day requirement), Licensee must inform the City in writing of any objection by Licensee to the disclosure of the requested

information. Failure by Licensee to object timely will waive Licensee's ability to object under this section and will waive any remedy against the City for disclosure. In the event Licensee objects to disclosure within the time specified, Licensee agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. This provision will survive the termination of this Agreement.

20.10. Force Majeure. With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

20.10.1. Government Directives. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirement, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this Agreement or any portion thereof, provided that one party has provided the other party with at least seventy-two (72) hours' written notice of such delay or nonperformance.

20.11. Attorneys' Fees. Except as described herein, in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

20.12. Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

20.13. Recitals. The Recitals set forth above are hereby incorporated by this reference, as if fully set forth herein.

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**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date the last party signs.

**City of Avondale**

An Arizona municipal corporation

**Licensee**

Wyverd Connect, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

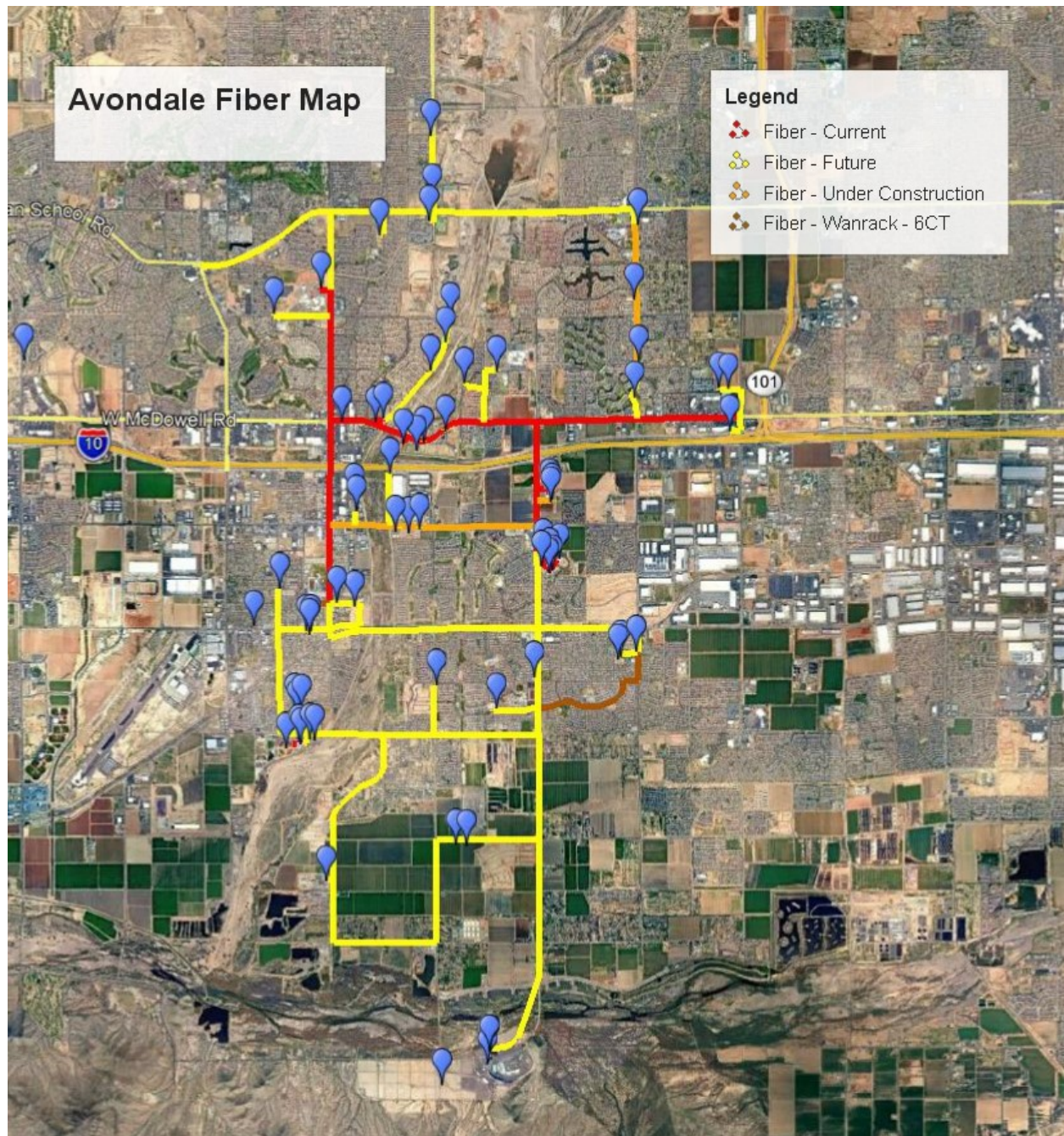
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney's Office

## EXHIBIT A – The Route Map/Use Area



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**CITY COUNCIL REPORT**

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**SUBJECT:** Public Works Transit Budget Amendment

**MEETING DATE:** 4/4/2022

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**TO:** Mayor and Council

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

**THROUGH:** Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

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**STRATEGIC PLAN:**

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

Strategy: Ensure responsible financial planning to support City operations and the capital improvement program.

This proactive action ensures that the City can maintain essential government services through the provision of public transportation.

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.

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

A successful public transit program provides the ability for city residents to connect to city services and private businesses and can facilitate the transportation of workers and customers to business locations.

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**PURPOSE:**

City Council will consider requests to approve a budget amendment increase for FY2022 in the amount \$250,000 for the purpose of increased costs to the Valley Metro Intergovernmental Agreement for the operations of the ZOOM Circulator, and to amend the requisite administrative award authority, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

Valley Metro renegotiated its contract with National Express, the Zoom Circulator operator, in late Spring 2021. The negotiations resulted in an increase in costs to operate the Zoom Circulator and other West Valley transit operations. These cost increases were brought to the City of Avondale's attention after the FY2022 budget was submitted for approval, and City Council amended the Intergovernmental Agreement (IGA) with the Regional Public Transportation Authority on June 21<sup>st</sup>, 2021, accepting these increases. The increases were not incorporated into the FY2022 budget.



**DISCUSSION:**

The Public Works Transit Division is seeking an increase to its FY2022 budget in order to continue uninterrupted Zoom Circulator services to the residents of Avondale. The current budget to fund the IGA with the Regional Public Transportation Authority is \$1,462,100. This budget amendment will increase the transit budget to \$1,712,100 for FY2022.

With the requested increase in budget, Administrative Award Authority must also be increased. The Administrative Award Authority for transit services was approved on June 7, 2021 when City Council adopted Resolution 1047-0621 approving the final budget for Fiscal Year 2022. The Administrative Award document was attached as Exhibit B and approved as part of that adopted budget and governs the maximum Administrative Awarding Authority on services or commodities over \$50,000.

With the increase in the transit budget, the Administrative Award Authority for transit must also increase to allow the ability to spend up to approved limits within the amended budget for transit.

**BUDGET IMPACT:**

This action will transfer \$250,000 from the Unanticipated Revenue line item to the appropriate line items to facilitate the increased operational costs for the Zoom Circulator.

**RECOMMENDATION:**

Staff recommends City Council authorize a budget amendment increase in the amount of \$250,000 from the Unanticipated Revenue line item, and amend the requisite administrative award authority as outlined in the attached document, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

*Contact person for document distribution:*

| OPERATING ITEMS |                  |                      |                             |
|-----------------|------------------|----------------------|-----------------------------|
| Reference       | Description      | FY22<br>Admin. Award | FY22 Revised<br>Admin Award |
| 22342           | Transit Services | \$ 1,400,000         | \$ 1,712,100                |



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**CITY COUNCIL REPORT**

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**SUBJECT:** Public Works Fleet Services Fuel Budget Amendment

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

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

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

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**STRATEGIC PLAN:**

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

Strategy: Ensure responsible financial planning to support City operations and the capital improvement program.

This proactive action ensures that the City can maintain essential government services through the purchase and supply of fuel for City-owned vehicles and equipment used for daily operations.

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**PURPOSE:**

City Council will consider requests to approve a budget amendment increase for FY2022 in the amount \$416,000 for the purpose of purchasing fuel for the City-owned fleet, and to amend the requisite administrative award authority, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

Fuel prices have increased steadily for most of FY2022, but have escalated to unprecedented amounts. These price increases in turn have put a strain on the Public Works Fleet Services Division's fuel budget.

With the requested increase in budget, the Administrative Award Authority must also be increased. The Administrative Award Authority for fuel purchases was approved on June 7, 2021 when City Council adopted Resolution 1047-0621 approving the final budget for Fiscal Year 2022. The Administrative Award document was attached as Exhibit B and approved as part of that adopted budget and governs the maximum Administrative Awarding Authority on services or commodities over \$50,000.

**DISCUSSION:**

The Public Works Fleet Services Division is seeking an increase to its FY2022 fuel budget in order to continue uninterrupted fuel services for City operations. The projected quantity of fuel to be purchased has not changed, but the increased costs will surpass the current budget available. Fuel prices are substantially more than the amount used to develop the FY2022 fuel budget. The current fuel budget for FY2022 is \$864,000 based on an average price of \$2.70 per gallon for unleaded and diesel at the time of budget development. Prices have escalated to nearly \$5.00 per gallon on average.

This budget amendment will increase the City's fuel budget to \$1,280,000 for FY2022, and this current pricing will be used to develop the FY2023 fuel budget.

With the increase in the fuel budget, the Administrative Award Authority for fuel purchases must also increase to allow the ability to spend up to approved limits within the amended budget for fuel purchases.

**BUDGET IMPACT:**

This action will transfer \$416,000 from the General Fund Contingency to create the necessary appropriation for the fuel purchase.

**RECOMMENDATION:**

Staff recommends City Council authorize a budget amendment increase in the amount of \$416,000 from the General Fund Contingency, and amend the requisite administrative award authority as outlined in the attached document, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

*Contact person for document distribution:*

| OPERATING ITEMS |             |                      |                             |
|-----------------|-------------|----------------------|-----------------------------|
| Reference       | Description | FY22<br>Admin. Award | FY22 Revised<br>Admin Award |
| 22530           | Fuel        | \$ 900,000           | \$ 1,316,000                |

## CITY COUNCIL REPORT

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**SUBJECT:** Award Authority Amendment for Public Works

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

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

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

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### 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.

Strategy - Ensure responsible financial planning to support City operations and the capital improvement program.

This proactive action ensures that the City can maintain essential government services through efficient and timely obligation of budgeted funds used to procure goods and services necessary for daily operations of the City.

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### PURPOSE:

City Council will consider a request to amend the Administrative Award Authority for certain operating products and services for FY2021-2022 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

### BACKGROUND:

Over the last two years, the City has established the list of line items for Administrative Award, which was approved with the Annual Budget adoption. On June 7, 2021, the City Council adopted Resolution 1047-0621 approving the final budget for fiscal year 2021-2022 (FY2022). The Administrative Award document was attached as Exhibit B and approved as part of that adopted budget and governs the maximum Administrative Awarding Authority on services or commodities over \$50,000.

### DISCUSSION:

Public Works has numerous services and commodities required as part of the daily operations for delivery of essential services. After Public Works performed analysis of the services and commodities contracts with spending in excess of \$50,000, it has been determined that the Administrative Award Authority for certain line items under Public Works Operations needs to be increased. This request increases Administrative Awarding Authority to account for growth and market changes. Approval of the amended Administrative Award items does not increase the department's operating budget, only the ability to spend up to approved limits on defined services within the approved budget.

**BUDGET IMPACT:**

This action has no net increase to the overall budget.

**RECOMMENDATION:**

Staff recommends City Council amend the Administrative Award Authority for certain operating products and services for FY2021-2022 as outlined in the attached document and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

*Contact person for document distribution: Suzie Hunter*

| OPERATING ITEMS                            |                                                                           |              |              |
|--------------------------------------------|---------------------------------------------------------------------------|--------------|--------------|
| FY2022 Line Items for Administrative Award |                                                                           |              |              |
| Public Works                               |                                                                           | FY 22        | FY22 Revised |
| Reference                                  | Description                                                               | Admin. Award | Admin. Award |
| 22511                                      | Professional Services - Sludge and Biosolids Hauling                      | \$ 300,000   | \$ 425,000   |
| 22514                                      | Repair and maintenance (R&M) Right-of-Way (ROW)                           | \$ 250,000   | \$ 350,000   |
| 22519                                      | New River-Agua Fria River Underground Storage Project (NAUSP) Fees        | \$ 75,000    | \$ 85,000    |
| 22523                                      | Repair and maintenance (R&M) Wastewater Treatment Equipment               | \$ 250,000   | \$ 325,000   |
| 22528                                      | Water/Wastewater Parts and Supplies                                       | \$ 1,200,000 | \$ 1,500,000 |
| 22531                                      | Tires, Tubes and Batteries                                                | \$ 175,000   | \$ 225,000   |
| 22540                                      | Curbside Containers                                                       | \$ 175,000   | \$ 225,000   |
| 22543                                      | Cost Share for Operation of Flood Control Space in Modified Roosevelt Dam | \$ 94,809    | \$ 110,000   |

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**CITY COUNCIL REPORT**

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**SUBJECT:** Award Authority for Vehicle Maintenance Repair

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

**FROM:** Tony Corsi, Director of Fire and Medical, (623) 333-6100

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

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**STRATEGIC PLAN:**

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will promote Avondale's public health and safety by ensuring the fire apparatus stay operational for emergency response.

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**PURPOSE:**

The City Council will consider a request to increase spending authority for fire apparatus maintenance and repairs in the amount of \$100,000. The Council will take appropriate action.

**BACKGROUND:**

The Administrative Awards document was approved as part of the FY2022 Adopted Budget and governs the maximum annual spend on certain contracts. If a contract exceeds the amount on the Council approved Administrative Awards document, Council must approve the additional award authority on the contract.

**DISCUSSION:**

As the Fire and Medical Department's fleet ages, there are fewer vehicles covered under warranty resulting in increases in maintenance and repair costs compared to prior years. In anticipation of these ongoing increases to maintenance and repair costs, the Fire and Medical Department has been closely monitoring expenditures to date. There have been a few significant mechanical breakdowns this year that have impacted projections. In order to accommodate the department's needs, an increase in administrative award is prudent at this time.

Avondale Fire and Medical Department contracts with W.W. Williams to provide maintenance and repair services for fire apparatus to ensure they are operational for emergency response. The annual maximum spend on this contract is governed by the Administrative Awards document; the contract itself does not have an explicit contract maximum. The Administrative Awards document gave Fire and Medical Department a maximum authorization of \$250,000 for Vehicle Maintenance and Repair. The Fire and Medical Department projects potentially needing \$100,000 in additional award authority for FY2022.

**BUDGET IMPACT:**

This additional amount for the award authority will be covered by savings from other areas of the Fire and Medical Department's Fiscal Year 2022 operation budget.

**RECOMMENDATION:**

Staff recommends the City Council authorize an increase in spending authority for apparatus maintenance and repairs and authorize staff to execute the necessary documents.

*Contact person for document distribution:*



**OPERATING ITEMS****FY2022 Line Items for Administrative Award**

| <b>Public Works</b> |                                                                           | FY 22        | FY22 Revised |
|---------------------|---------------------------------------------------------------------------|--------------|--------------|
| Reference           | Description                                                               | Admin. Award | Admin. Award |
| 22511               | Professional Services - Sludge and Biosolids Hauling                      | \$ 300,000   | \$ 425,000   |
| 22514               | Repair and maintenance (R&M) Right-of-Way (ROW)                           | \$ 250,000   | \$ 350,000   |
| 22519               | New River-Agua Fria River Underground Storage Project (NAUSP) Fees        | \$ 75,000    | \$ 85,000    |
| 22523               | Repair and maintenance (R&M) Wastewater Treatment Equipment               | \$ 250,000   | \$ 325,000   |
| 22528               | Water/Wastewater Parts and Supplies                                       | \$ 1,200,000 | \$ 1,500,000 |
| 22531               | Tires, Tubes and Batteries                                                | \$ 175,000   | \$ 225,000   |
| 22540               | Curbside Containers                                                       | \$ 175,000   | \$ 225,000   |
| 22543               | Cost Share for Operation of Flood Control Space in Modified Roosevelt Dam | \$ 94,809    | \$ 110,000   |

## CITY COUNCIL REPORT

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**SUBJECT:** Alamar Phase 3 - Final Plat - Application PL-21-0258

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

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

**THROUGH:** Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

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### STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

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

### PURPOSE:

City Council will consider a request by Mr. Frank Koo PE, Wood, Patel & Associates, Inc., for approval of a Final Plat for Alamar Phase 3. The proposed Final Plat creates 345 single-family residential lots, area tracts, and dedicates streets and easements on approximately 110 acres located north of the northeast corner of El Mirage Road and Southern Avenue. The Council will take appropriate action

### BACKGROUND:

The 110-acre vacant land 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:** Maricopa County RU-43; Vacant, Residential and Agriculture

**East:** Maricopa County RU-43; Vacant, Agriculture

**West:** Alamar PAD; Vacant, Agriculture

### SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat. The proposed Final Plat dedicates public right-of-way (ROW) easements, as follows:

Arterial Road – 3.54 acres

Collector Road – 5.74 acres

Local Roads – 16.72 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 3 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 3 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 3 as a separate agenda item.

**BUDGET IMPACT:**

No budget impacts at this time.

**RECOMMENDATION:**

Staff recommends that City Council **APPROVE** Application PL-21-0258 Alamar Phase 3 Final Plat, subject to the following condition of approval:

1. The recorded Final Plat shall be in conformance with the Alamar Phase 3 Final Plat dated February 2, 2022.

**PROPOSED MOTION:**

I move that City Council **APPROVE** application PL-21-0258, 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.

Exhibit A  
February 2, 2022

KNOW ALL MEN BY THESE PRESENTS:

THAT EMPIRE WEST TITLE AGENCY, LLC DBA THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRT4Z (TRUSTEE), BROOKFIELD LAKIN, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BROOKFIELD) AND ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (THE ASSOCIATION), AS OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HAVE SUBMITTED UNDER THE NAME OF "ALAMAR - PHASE 3" A REPLAT OF TRACT RR, ALAMAR PHASE 1, RECORDED IN BOOK 1462, PAGE 24, MARICOPA COUNTY RECORDS (MCR), AND A PORTION OF SECTIONS 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 3" 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 TRUSTEE, BROOKFIELD 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. 2018-0799812, 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 RIGHTS-OF-WAY, TRACTS AND EASEMENT AREAS DESIGNATED ON THIS PLAT (HEREINAFTER REFERRED TO COLLECTIVELY AS THE "DISTRICT IMPROVEMENTS") EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH. 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 648-701, ARIZONA REVISED STATUTES, HAS BEEN OR ITS TO BE CONSTRUCTED, INCLUDING THE DISTRICT IMPROVEMENTS, EXCEPT IF RELEASED PRIOR THERETO AS HERENAFTER 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 THROUGH Z, AA THROUGH DD, FF AND HH THROUGH UU AS DESIGNATED ON THIS PLAT FOR PURPOSES OF PUBLIC USE AND ENJOYMENT; PROVIDED THAT (I) TRUSTEE, FOR ITSELF AND FOR THE BENEFIT OF THE BENEFICIARIES OF THOMAS TITLE & ESCROW TRUST NO. 1305TRT4Z (THE "BENEFICIARIES"), BROOKFIELD 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, TRUSTEE AND THE BENEFICIARIES, BROOKFIELD 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 THROUGH Z, AA THROUGH DD, FF AND HH THROUGH UU AS DESIGNATED ON THIS PLAT FOR PURPOSES OF MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDCAPE AND RETENTION AREAS. THIS EASEMENT MAY BE EXERCISED BY THE CITY AT ANY TIME WHEN TRUSTEE, BROOKFIELD, OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNEES, FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDCAPE AND/OR RETENTION AREAS.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY DEDICATES TO THE CITY OF AVONDALE THE WATERLINE EASEMENT IN TRACTS B, HH, II AND LL, THE SEWER EASEMENT IN TRACT NN, THE DRAINAGE EASEMENT IN TRACT K, THE WATER, SEWER AND ACCESS EASEMENT IN TRACT NN, AND THE WATER AND SEWER EASEMENT IN TRACT C FOR USE AS SUCH.

THE PUBLIC UTILITY EASEMENTS (PUE), SEWER LINE EASEMENTS (SE), 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.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST, HEREBY DEDICATES TO ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, THE TEMPORARY DRAINAGE EASEMENTS FOR USE AS SUCH.

IN WITNESS WHEREOF:

EMPIRE WEST TITLE AGENCY, LLC DBA THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRT4Z

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: BROOKFIELD LAKIN LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: ALAMAR COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

# FINAL PLAT ALAMAR - PHASE 3

A REPLAT OF TRACT RR, ALAMAR PHASE 1, RECORDED IN BOOK 1462, PAGE 24, MARICOPA COUNTY RECORDS (MCR) AND A PORTION OF SECTIONS 25 AND 26, ALL IN TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

| ROW DEDICATION        |                  |            |
|-----------------------|------------------|------------|
| STREET CLASSIFICATION | AREA SQUARE FEET | AREA ACRES |
| ARTERIAL              | 154,396          | 3.5444     |
| COLLECTOR             | 249,886          | 5.7366     |
| LOCAL                 | 728,470          | 16.7234    |

## 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 EMPIRE WEST TITLE AGENCY, LLC DBA THOMAS TITLE & ESCROW, AN ARIZONA LIMITED LIABILITY COMPANY, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. 1305TRT4Z, AND ACKNOWLEDGE THAT \_\_\_\_\_ AS \_\_\_\_\_ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC \_\_\_\_\_ EXPIRES \_\_\_\_\_

## ENGINEER & SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.  
2051 WEST NORTHERN AVENUE, SUITE 100  
PHOENIX, ARIZONA 85021  
PHONE: (602) 335-4500  
CONTACT: MR. FRANK KOO, P.E.

## 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: \_\_\_\_\_

## SHEET INDEX

- 1 - COVER SHEET
- 2 - LINE TABLE, EASEMENT TABLES & LOT AREA TABLES
- 3 - KEY MAP, SUBDIVISION BOUNDARY, AND LEGEND
- 4-12 - PLAN SHEETS
- 13 - CURVE TABLE, TRACT TABLES & DETAILS

## BENCHMARK

NATIONAL GEODETIC SURVEY CONTROL POINT 1395, PID DV0444, LOCATED AT THE NORTHWEST CORNER OF EL MIRAGE ROAD AND BROADWAY ROAD, HAVING AN ELEVATION OF 939.03', NAVD83 DATUM.

## BASIS OF BEARING

BASES 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.

## 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 II 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 \_\_\_\_\_

ATTEND: CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

## OWNER

ALAMAR COMMUNITY ASSOCIATION, INC.  
14648 N. KIERLAND BOULEVARD, SUITE 105  
SCOTTSDALE, ARIZONA 85254

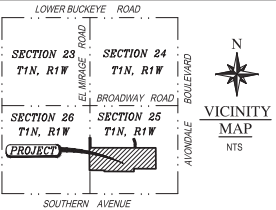
## OWNER

EMPIRE WEST TITLE AGENCY, LLC  
7150 E. CAMELBACK RD., SUITE 195  
SCOTTSDALE, ARIZONA 85251

## OWNER/DEVELOPER

BROOKFIELD LAKIN, LLC  
14648 N. KIERLAND BOULEVARD, SUITE 105  
SCOTTSDALE, ARIZONA 85254

PHONE: (602) 903-7509  
CONTACT: MR. ROGER THEIS



## NOTES

1. 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 NONPROFIT 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 THROUGH Z, AA THROUGH DD, FF AND HH THROUGH UU ARE AREAS OF THE COMMUNITY ASSOCIATION RESPONSIBILITY.
2. TRACTS A THROUGH Z, AA THROUGH DD, FF AND HH THROUGH UU 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.
3. 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.
4. 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.
5. NO TREES ARE ALLOWED WITHIN SIGHT VISIBILITY TRIANGLE AREAS, NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) 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'.
6. 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.
7. EXISTING OVERHEAD UTILITIES LESS THAN 60KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
8. 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.
9. 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.
10. 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.
11. THIS SUBDIVISION IS SUBJECT TO THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 33 (MDI) FOR THE PURPOSE OF PROVIDING MAINTENANCE AND OPERATION OF SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND OPEN SPACE IN THE SUBDIVISION. THE MDI 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 MDI.
12. GROSS AREA OF THE SUBJECT PROPERTY IS 4,861,806 SQUARE FEET OR 111.6117 ACRES, MORE OR LESS.
13. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 9-04013C2165N DATED SEPTEMBER 18, 2020, MAP 04013C2170M DATED NOVEMBER 4, 2015 AND LOUW CASE NO. 18-09-0518P, THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD AREA ZONE X (SHADED) AND FLOOD ZONE AE.
14. SPECIAL FLOOD AREA ZONE X (SHADED) IS DESCRIBED AS: "AREA WITH REDUCED FLOOD RISK DUE TO LEVEL."
15. 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: THIS PORTION OF SUBJECT PROPERTY WILL BE REMOVED FROM FLOOD ZONE AE BY AN APPROVED LOUW. (SEE NOTE SHEETS 3, 4, 5, 6, 8, 10, 11 AND 12)
16. FOR TYPICAL LOT DIAGRAM INCLUDING SETBACKS (INTERIOR LOT AND CORNER LOT) SEE APPROVED PRELIMINARY PLAT DOCUMENTS AND SEE SHEET 13.

(NOTES CONTINUED ON SHEET 3)

## 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 THIRTEEN (13) SHEETS REPRESENTS A SURVEY PERFORMED DURING THE MONTH OF JULY, 2018, THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYING, AND IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AND THEIR POSITIONS ARE CORRECTLY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

\_\_\_\_\_  
BRIAN J. DIEHL

REGISTERED LAND SURVEYOR NUMBER 23945  
WOODPATEL  
2051 WEST NORTHERN AVENUE - SUITE 100  
PHOENIX, ARIZONA 85021  
(602) 335-4500  
SURVEYOR@WOODPATEL.COM



Wood, Patel & Associates, Inc.  
Civil Engineering  
Water Resources  
Land Surveying  
Construction Management  
902.335.4500  
www.woodpatel.com

FINAL PLAT  
ALAMAR - PHASE 3  
AVONDALE, ARIZONA



CHECKED BY: \_\_\_\_\_

CAD TECHNICIAN: \_\_\_\_\_

SCALE: \_\_\_\_\_

DATE: 2/2/2022

JOB NUMBER: WPM 174612.06

SHEET

1 OF 13

### LOT AREA TABLE

| LOT NO. | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
|---------|-------------------------|-------------------|
| LOT 1   | 9,318                   | 0.2139            |
| LOT 2   | 9,345                   | 0.2145            |
| LOT 3   | 9,372                   | 0.2151            |
| LOT 4   | 9,399                   | 0.2158            |
| LOT 5   | 9,383                   | 0.2154            |
| LOT 6   | 24,464                  | 0.5616            |
| LOT 7   | 10,263                  | 0.2356            |
| LOT 8   | 9,405                   | 0.2159            |
| LOT 9   | 9,405                   | 0.2159            |
| LOT 10  | 9,405                   | 0.2159            |
| LOT 11  | 9,405                   | 0.2159            |
| LOT 12  | 9,405                   | 0.2159            |
| LOT 13  | 9,405                   | 0.2159            |
| LOT 14  | 9,405                   | 0.2159            |
| LOT 15  | 9,405                   | 0.2159            |
| LOT 16  | 9,405                   | 0.2159            |
| LOT 17  | 9,405                   | 0.2159            |
| LOT 18  | 9,345                   | 0.2145            |
| LOT 19  | 16,523                  | 0.3793            |
| LOT 20  | 14,631                  | 0.3359            |
| LOT 21  | 9,800                   | 0.2250            |
| LOT 22  | 9,800                   | 0.2250            |
| LOT 23  | 9,800                   | 0.2250            |
| LOT 24  | 9,712                   | 0.2230            |
| LOT 25  | 9,737                   | 0.2235            |
| LOT 26  | 9,100                   | 0.2089            |
| LOT 27  | 9,100                   | 0.2089            |
| LOT 28  | 9,100                   | 0.2089            |
| LOT 29  | 9,100                   | 0.2089            |
| LOT 30  | 9,100                   | 0.2089            |
| LOT 31  | 9,100                   | 0.2089            |
| LOT 32  | 9,100                   | 0.2089            |
| LOT 33  | 9,700                   | 0.2227            |
| LOT 34  | 9,700                   | 0.2227            |
| 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  | 9,100                   | 0.2089            |
| LOT 40  | 9,100                   | 0.2089            |
| LOT 41  | 9,100                   | 0.2089            |
| LOT 42  | 9,738                   | 0.2235            |
| LOT 43  | 9,400                   | 0.2158            |
| LOT 44  | 9,450                   | 0.2169            |
| LOT 45  | 9,450                   | 0.2169            |
| LOT 46  | 9,100                   | 0.2089            |
| LOT 47  | 9,100                   | 0.2089            |
| LOT 48  | 9,100                   | 0.2089            |
| LOT 49  | 9,100                   | 0.2089            |
| LOT 50  | 9,450                   | 0.2169            |
| LOT 51  | 9,450                   | 0.2169            |
| LOT 52  | 9,450                   | 0.2169            |
| LOT 53  | 9,400                   | 0.2158            |
| LOT 54  | 7,320                   | 0.1680            |

### LOT AREA TABLE

| LOT NO. | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
|---------|-------------------------|-------------------|
| LOT 55  | 7,313                   | 0.1679            |
| LOT 56  | 10,761                  | 0.2470            |
| LOT 57  | 15,020                  | 0.3446            |
| LOT 58  | 8,977                   | 0.2061            |
| LOT 59  | 7,335                   | 0.1684            |
| LOT 60  | 7,204                   | 0.1654            |
| LOT 61  | 7,206                   | 0.1654            |
| LOT 62  | 7,208                   | 0.1655            |
| LOT 63  | 7,211                   | 0.1655            |
| LOT 64  | 7,350                   | 0.1687            |
| LOT 65  | 8,401                   | 0.1929            |
| LOT 66  | 8,106                   | 0.1861            |
| LOT 67  | 9,210                   | 0.2114            |
| LOT 68  | 7,980                   | 0.1832            |
| LOT 69  | 8,859                   | 0.2034            |
| LOT 70  | 8,559                   | 0.1965            |
| LOT 71  | 7,880                   | 0.1783            |
| LOT 72  | 8,910                   | 0.2045            |
| LOT 73  | 7,690                   | 0.1765            |
| LOT 74  | 7,701                   | 0.1768            |
| LOT 75  | 7,881                   | 0.1809            |
| LOT 76  | 7,381                   | 0.1694            |
| LOT 77  | 7,451                   | 0.1711            |
| LOT 78  | 7,211                   | 0.1656            |
| LOT 79  | 7,211                   | 0.1656            |
| LOT 80  | 7,211                   | 0.1656            |
| LOT 81  | 7,211                   | 0.1656            |
| LOT 82  | 7,211                   | 0.1656            |
| LOT 83  | 7,211                   | 0.1656            |
| LOT 84  | 7,211                   | 0.1656            |
| LOT 85  | 7,211                   | 0.1656            |
| LOT 86  | 7,320                   | 0.1680            |
| LOT 87  | 7,320                   | 0.1680            |
| LOT 88  | 7,320                   | 0.1680            |
| LOT 89  | 7,320                   | 0.1680            |
| LOT 90  | 7,500                   | 0.1722            |
| LOT 91  | 7,500                   | 0.1722            |
| LOT 92  | 7,500                   | 0.1722            |
| LOT 93  | 7,500                   | 0.1722            |
| LOT 94  | 7,320                   | 0.1680            |
| LOT 95  | 7,320                   | 0.1680            |
| LOT 96  | 7,320                   | 0.1680            |
| LOT 97  | 7,500                   | 0.1722            |
| LOT 98  | 8,147                   | 0.1870            |
| LOT 99  | 16,207                  | 0.3721            |
| LOT 100 | 13,967                  | 0.3206            |
| LOT 101 | 8,572                   | 0.1968            |
| LOT 102 | 8,559                   | 0.1965            |
| LOT 103 | 8,561                   | 0.1965            |
| LOT 104 | 8,609                   | 0.1976            |
| LOT 105 | 8,605                   | 0.1975            |
| LOT 106 | 8,509                   | 0.1953            |
| LOT 107 | 8,369                   | 0.1921            |
| LOT 108 | 7,648                   | 0.1756            |

### LOT AREA TABLE

| LOT NO. | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
|---------|-------------------------|-------------------|
| LOT 109 | 7,770                   | 0.1784            |
| LOT 110 | 7,861                   | 0.1805            |
| LOT 111 | 7,861                   | 0.1805            |
| LOT 112 | 7,809                   | 0.1793            |
| LOT 113 | 7,811                   | 0.1793            |
| LOT 114 | 7,859                   | 0.1804            |
| LOT 115 | 7,855                   | 0.1803            |
| LOT 116 | 7,759                   | 0.1781            |
| LOT 117 | 7,643                   | 0.1754            |
| LOT 118 | 7,605                   | 0.1746            |
| LOT 119 | 7,704                   | 0.1769            |
| LOT 120 | 7,795                   | 0.1789            |
| LOT 121 | 7,794                   | 0.1789            |
| LOT 122 | 7,742                   | 0.1777            |
| LOT 123 | 6,504                   | 0.1493            |
| LOT 124 | 6,505                   | 0.1493            |
| LOT 125 | 6,460                   | 0.1483            |
| LOT 126 | 6,010                   | 0.1380            |
| LOT 127 | 6,010                   | 0.1380            |
| LOT 128 | 6,010                   | 0.1380            |
| LOT 129 | 6,010                   | 0.1380            |
| LOT 130 | 6,204                   | 0.1424            |
| LOT 131 | 8,437                   | 0.1937            |
| LOT 132 | 9,533                   | 0.2189            |
| LOT 133 | 8,429                   | 0.1935            |
| LOT 134 | 8,938                   | 0.1953            |
| LOT 135 | 6,000                   | 0.1377            |
| LOT 136 | 6,000                   | 0.1377            |
| LOT 137 | 6,000                   | 0.1377            |
| LOT 138 | 6,000                   | 0.1377            |
| LOT 139 | 6,000                   | 0.1377            |
| LOT 140 | 6,000                   | 0.1377            |
| LOT 141 | 6,000                   | 0.1377            |
| LOT 142 | 6,000                   | 0.1377            |
| LOT 143 | 6,000                   | 0.1377            |
| LOT 144 | 5,987                   | 0.1375            |
| LOT 145 | 6,000                   | 0.1377            |
| LOT 146 | 6,000                   | 0.1377            |
| LOT 147 | 6,000                   | 0.1377            |
| LOT 148 | 6,000                   | 0.1377            |
| LOT 149 | 6,000                   | 0.1377            |
| LOT 150 | 6,000                   | 0.1377            |
| LOT 151 | 6,000                   | 0.1377            |
| LOT 152 | 6,000                   | 0.1377            |
| LOT 153 | 6,000                   | 0.1377            |
| LOT 154 | 6,000                   | 0.1377            |
| LOT 155 | 6,000                   | 0.1377            |
| LOT 156 | 6,000                   | 0.1377            |
| LOT 157 | 6,000                   | 0.1377            |
| LOT 158 | 6,196                   | 0.1422            |
| LOT 159 | 8,318                   | 0.1910            |
| LOT 160 | 9,533                   | 0.2189            |
| LOT 161 | 8,438                   | 0.1937            |
| LOT 162 | 6,020                   | 0.1382            |

### LOT AREA TABLE

| LOT NO. | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
|---------|-------------------------|-------------------|
| LOT 163 | 6,024                   | 0.1383            |
| LOT 164 | 6,710                   | 0.1540            |
| LOT 165 | 6,250                   | 0.1435            |
| LOT 166 | 6,250                   | 0.1435            |
| LOT 167 | 6,250                   | 0.1435            |
| LOT 168 | 6,250                   | 0.1435            |
| LOT 169 | 6,250                   | 0.1435            |
| LOT 170 | 6,250                   | 0.1435            |
| LOT 171 | 6,250                   | 0.1435            |
| LOT 172 | 6,250                   | 0.1435            |
| LOT 173 | 6,250                   | 0.1435            |
| LOT 174 | 6,250                   | 0.1435            |
| LOT 175 | 6,250                   | 0.1435            |
| LOT 176 | 6,250                   | 0.1435            |
| LOT 177 | 6,250                   | 0.1435            |
| LOT 178 | 7,263                   | 0.1667            |
| LOT 179 | 7,450                   | 0.1710            |
| LOT 180 | 6,250                   | 0.1435            |
| LOT 181 | 6,250                   | 0.1435            |
| LOT 182 | 6,250                   | 0.1435            |
| LOT 183 | 6,250                   | 0.1435            |
| LOT 184 | 6,250                   | 0.1435            |
| LOT 185 | 6,250                   | 0.1435            |
| LOT 186 | 6,250                   | 0.1435            |
| LOT 187 | 6,250                   | 0.1435            |
| LOT 188 | 6,250                   | 0.1435            |
| LOT 189 | 6,118                   | 0.1404            |
| LOT 190 | 6,168                   | 0.1416            |
| LOT 191 | 6,168                   | 0.1416            |
| LOT 192 | 6,168                   | 0.1416            |
| LOT 193 | 6,168                   | 0.1416            |
| LOT 194 | 6,168                   | 0.1416            |
| LOT 195 | 6,168                   | 0.1416            |
| LOT 196 | 6,168                   | 0.1416            |
| LOT 197 | 6,168                   | 0.1416            |
| LOT 198 | 6,168                   | 0.1416            |
| LOT 199 | 6,756                   | 0.1551            |
| LOT 200 | 6,168                   | 0.1416            |
| LOT 201 | 6,168                   | 0.1416            |
| LOT 202 | 6,168                   | 0.1416            |
| LOT 203 | 6,168                   | 0.1416            |
| LOT 204 | 6,168                   | 0.1416            |
| LOT 205 | 6,168                   | 0.1416            |
| LOT 206 | 6,168                   | 0.1416            |
| LOT 207 | 6,168                   | 0.1416            |
| LOT 208 | 6,168                   | 0.1416            |
| LOT 209 | 6,168                   | 0.1416            |
| LOT 210 | 6,168                   | 0.1416            |
| LOT 211 | 6,168                   | 0.1416            |
| LOT 212 | 6,168                   | 0.1416            |
| LOT 213 | 6,744                   | 0.1548            |
| LOT 214 | 6,560                   | 0.1506            |
| LOT 215 | 6,000                   | 0.1377            |
| LOT 216 | 6,000                   | 0.1377            |

### LOT AREA TABLE

| LOT NO. | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
|---------|-------------------------|-------------------|
| LOT 217 | 6,000                   | 0.1377            |
| LOT 218 | 6,000                   | 0.1377            |
| LOT 219 | 6,000                   | 0.1377            |
| LOT 220 | 6,000                   | 0.1377            |
| LOT 221 | 6,000                   | 0.1377            |
| LOT 222 | 6,000                   | 0.1377            |
| LOT 223 | 6,000                   | 0.1377            |
| LOT 224 | 6,000                   | 0.1377            |
| LOT 225 | 6,000                   | 0.1377            |
| LOT 226 | 6,000                   | 0.1377            |
| LOT 227 | 6,000                   | 0.1377            |
| LOT 228 | 6,572                   | 0.1509            |
| LOT 229 | 6,000                   | 0.1377            |
| LOT 230 | 6,000                   | 0.1377            |
| LOT 231 | 6,000                   | 0.1377            |
| LOT 232 | 6,000                   | 0.1377            |
| LOT 233 | 6,000                   | 0.1377            |
| LOT 234 | 6,000                   | 0.1377            |
| LOT 235 | 6,000                   | 0.1377            |
| LOT 236 | 6,000                   | 0.1377            |
| LOT 237 | 6,000                   | 0.1377            |
| LOT 238 | 5,950                   | 0.1366            |
| LOT 239 | 5,950                   | 0.1366            |
| LOT 240 | 6,000                   | 0.1377            |
| LOT 241 | 6,000                   | 0.1377            |
| LOT 242 | 6,000                   | 0.1377            |
| LOT 243 | 6,000                   | 0.1377            |
| LOT 244 | 6,000                   | 0.1377            |
| LOT 245 | 6,000                   | 0.1377            |
| LOT 246 | 6,000                   | 0.1377            |
| LOT 247 | 6,000                   | 0.1377            |
| LOT 248 | 6,000                   | 0.1377            |
| LOT 249 | 6,000                   | 0.1377            |
| LOT 250 | 5,951                   | 0.1366            |
| LOT 251 | 6,000                   | 0.1377            |
| LOT 252 | 6,000                   | 0.1377            |
| LOT 253 | 6,000                   | 0.1377            |
| LOT 254 | 6,000                   | 0.1377            |
| LOT 255 | 6,000                   | 0.1377            |
| LOT 256 | 6,000                   | 0.1377            |
| LOT 257 | 6,000                   | 0.1377            |
| LOT 258 | 6,000                   | 0.1377            |
| LOT 259 | 6,000                   | 0.1377            |
| LOT 260 | 6,000                   | 0.1377            |
| LOT 261 | 6,000                   | 0.1377            |
| LOT 262 | 6,000                   | 0.1377            |
| LOT 263 | 7,200                   | 0.1653            |
| LOT 264 | 7,150                   | 0.1641            |
| LOT 265 | 5,125                   | 0.1177            |
| LOT 266 | 5,175                   | 0.1188            |
| LOT 267 | 5,175                   | 0.1188            |
| LOT 268 | 5,175                   | 0.1188            |
| LOT 269 | 5,175                   | 0.1188            |
| LOT 270 | 5,175                   | 0.1188            |

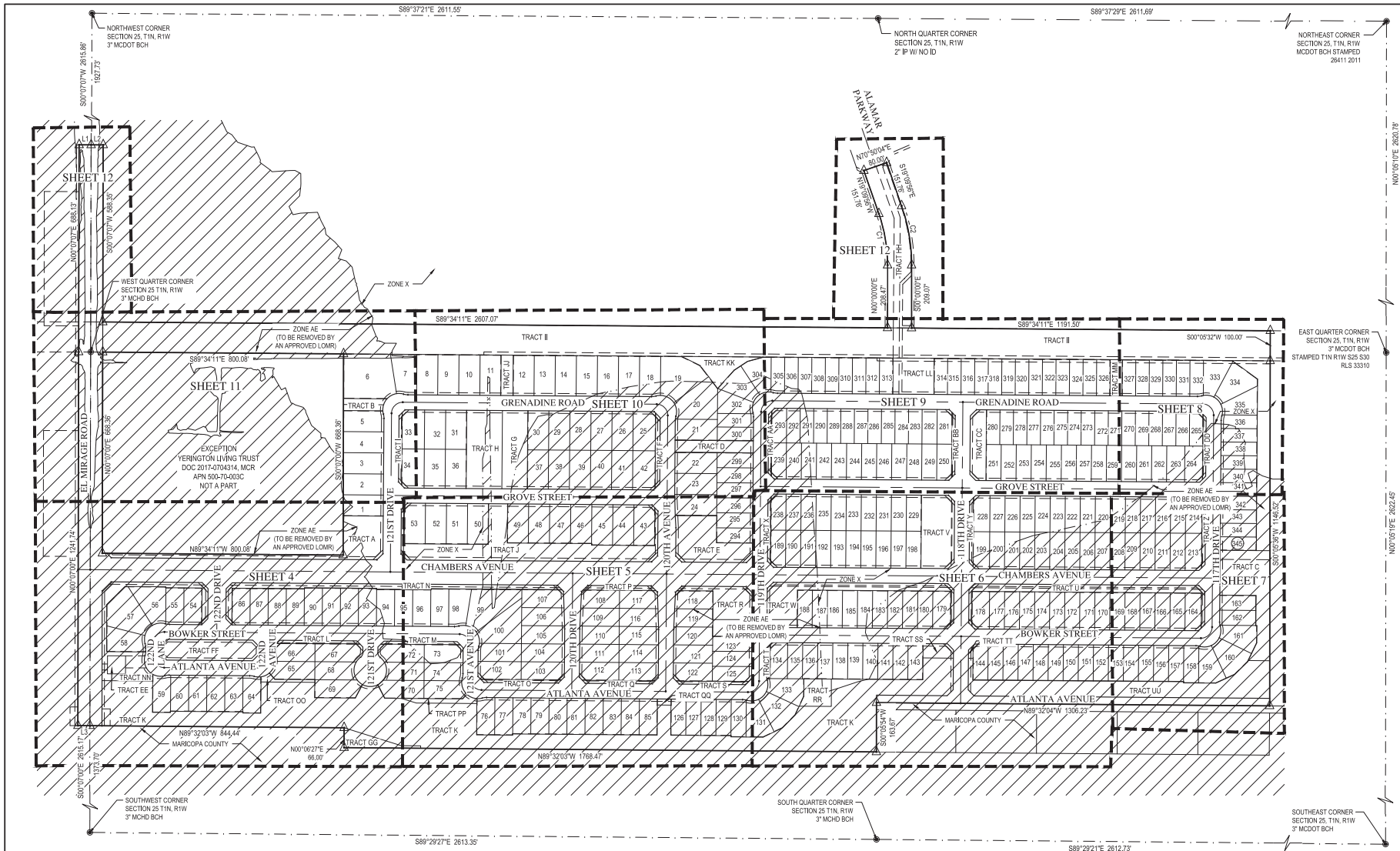
### LOT AREA TABLE

| LOT NO. | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
|---------|-------------------------|-------------------|
| LOT 271 | 5,175                   | 0.1188            |
| LOT 272 | 5,175                   | 0.1188            |
| LOT 273 | 5,175                   | 0.1188            |
| LOT 274 | 5,175                   | 0.1188            |
| LOT 275 | 5,175                   | 0.1188            |
| LOT 276 | 5,175                   | 0.1188            |
| LOT 277 | 5,175                   | 0.1188            |
| LOT 278 | 5,175                   | 0.1188            |
| LOT 279 | 5,175                   | 0.1188            |
| LOT 280 | 5,175                   | 0.1188            |
| LOT 281 | 5,701                   | 0.1309            |
| LOT 282 | 6,750                   | 0.1320            |
| LOT 283 | 5,175                   | 0.1188            |
| LOT 284 | 5,175                   | 0.1188            |
| LOT 285 | 5,175                   | 0.1188            |
| LOT 286 | 5,175                   | 0.1188            |
| LOT 287 | 5,175                   | 0.1188            |
| LOT 288 | 5,175                   | 0.1188            |
| LOT 289 | 5,175                   | 0.1188            |
| LOT 290 | 5,175                   | 0.1188            |
| LOT 291 | 5,175                   | 0.1188            |
| LOT 292 | 5,175                   | 0.1188            |
| LOT 293 | 5,700                   | 0.1309            |
| LOT 294 | 6,000                   | 0.1377            |
| LOT 295 | 6,000                   | 0.1377            |
| LOT 296 | 6,000                   | 0.1377            |
| LOT 297 | 6,000                   | 0.1377            |
| LOT 298 | 6,000                   | 0.1377            |
| LOT 299 | 6,000                   | 0.1377            |
| LOT 300 | 5,400                   | 0.1240            |
| LOT 301 | 5,396                   | 0.1239            |
| LOT 302 | 7,147                   | 0.1641            |
| LOT 303 | 8,276                   | 0.1900            |
| LOT 304 | 8,481                   | 0.1947            |
| LOT 305 | 5,369                   | 0.1233            |
| LOT 306 | 5,400                   | 0.1240            |
| LOT 307 | 5,400                   | 0.1240            |
| LOT 308 | 5,400                   | 0.1240            |
| LOT 309 | 5,400                   | 0.1240            |
| LOT 310 | 5,400                   | 0.1240            |
| LOT 311 | 5,400                   | 0.1240            |
| LOT 312 | 5,400                   | 0.1240            |
| LOT 313 | 5,400                   | 0.1240            |
| LOT 314 | 5,400                   | 0.1240            |
| LOT 315 | 5,400                   | 0.1240            |
| LOT 316 | 5,400                   | 0.1240            |
| LOT 317 | 5,400                   | 0.1240            |
| LOT 318 | 5,400                   | 0.1240            |
| LOT 319 | 5,400                   | 0.1240            |
| LOT 320 | 5,400                   | 0.1240            |
| LOT 321 | 5,400                   | 0.1240            |
| LOT 322 | 5,400                   | 0.1240            |
| LOT 323 | 5,400                   | 0.1240            |
| LOT 324 | 5,400                   | 0.1240            |

### LOT AREA TABLE

| LOT NO. | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
|---------|-------------------------|-------------------|
|---------|-------------------------|-------------------|





#### NOTES (CONTINUED)

- 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. A RECORD OF SURVEY WILL BE FILED FOR RECORD IN THE OFFICE OF THE MARICOPA COUNTY RECORDER UPON COMPLETION OF SETTING MONUMENTS.
- 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 II WILL BECOME PART OF AN ADWR 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 TABLE.
- THE TEMPORARY DRAINAGE EASEMENTS WILL BE MAINTAINED BY THE ALAMAR COMMUNITY ASSOCIATION.
- CITY OF AVONDALE TO MAINTAIN 30" PIPES AND HEADWALLS IN EL MIRAGE ROAD RIGHT-OF-WAY AND WITHIN THE DRAINAGE EASEMENT.

#### NOTES (CONTINUED)

- THE CITY'S LIFT STATION PARCEL (TRACT EE) WILL BE ALLOWED TO DISCHARGE STORM WATER RUNOFF IN THE ADJACENT RETENTION BASIN TO THE SOUTH WITHIN TRACT K AND TRACT NN.
- LOTS 59-64, 69, 76-85, 126-132, AND 137-160 ARE LOCATED WITHIN THE 150 FEET WIDE "RESERVED CORRIDOR" PER SECTION 4 & 6 OF THE LAKIN RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED IN MCR AT DOCUMENT NO. 20160425102 TO ALLOW FOR THE POSSIBLE ACQUISITION OF THE RESERVED CORRIDOR FOR DEVELOPMENT OF A REGIONAL DRAINAGE FACILITY AS SUCH, NO BUILDING PERMIT WILL BE ISSUED WITH RESPECT ANY RESIDENCE TO BE CONSTRUCTED ON ANY SUCH LOTS UNTIL EITHER THE RESERVATION CORRIDOR EXPIRES ON JUNE 21, 2024, OR, PRIOR TO SUCH EXPIRATION DATE, THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY OR THE CITY OF AVONDALE PUBLISH AN ENGINEERING STUDY THAT CONCLUDES THE RESERVED CORRIDOR IS NOT NEEDED. UNLESS PRIOR TO THE EXPIRATION DATE, THE RESERVED CORRIDOR IS ACQUIRED FOR A REGIONAL DRAINAGE FACILITY IN WHICH EVENT THE BUILDING PERMIT RESTRICTION SHALL REMAIN IN EFFECT INDEFINITELY.
- TRACT EE TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE CITY OF AVONDALE FOR USE AS A SEWER LIFT STATION.
- TRACT GG TO BE CONVEYED BY SEPARATE INSTRUMENT TO SALT RIVER PROJECT FOR THE BUCKEYE FEEDER CANAL.

#### LEGEND

|      |                                                                                               |      |                                                               |
|------|-----------------------------------------------------------------------------------------------|------|---------------------------------------------------------------|
| △    | CORNER OF THIS SUBDIVISION - SET MONUMENT WITH RLS TAG OR CAP US 22946 UNLESS OTHERWISE NOTED | PG   | PAGE                                                          |
| ●    | SURVEY MONUMENT FOUND AS NOTED                                                                | PUE  | PUBLIC UTILITY EASEMENT                                       |
| ○    | CENTERLINE MONUMENTATION - SET                                                                | R/W  | RIGHT-OF-WAY                                                  |
|      | BRASS CAP FLUSH UPON COMPLETION OF PROJECT PER M.A.G. STD DET. 120 TYPE "B"                   | SVE  | RIGHT VISIBILITY EASEMENT                                     |
|      | ACCESS EASEMENT                                                                               | SWE  | SIDEWALK EASEMENT                                             |
| AE   | ASSESSOR PARCEL NUMBER                                                                        | VNAE | VEHICULAR NON ACCESS EASEMENT                                 |
| APN  | BRASS CAP IN HANDS/FILE                                                                       | WE   | WATERLINE EASEMENT                                            |
| BCH  | DOCUMENT                                                                                      | WFE  | WATER PIPELINE EASEMENT                                       |
| DOC  | DOCKET                                                                                        | WSE  | WATER & SEWER EASEMENT                                        |
| ID   | IDENTIFICATION                                                                                | ---  | EASEMENT LINE                                                 |
| IE   | IRRIGATION EASEMENT                                                                           | ---  | RIGHT-OF-WAY LINE                                             |
| IP   | IRON PIPE                                                                                     | ---  | SECTION LINE                                                  |
| IP   | MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION                                                  | ---  | CENTERLINE                                                    |
| MDOT | MARICOPA COUNTY HIGHWAY DEPARTMENT                                                            | ---  | APPROXIMATE FLOOD ZONE LIMIT                                  |
| MCR  | MARICOPA COUNTY RECORDS                                                                       | ---  | APPROXIMATE FLOOD ZONE AE (TO BE REMOVED BY AN APPROVED LOMR) |



0 150 300  
Horz. 1 in. = 150 ft.

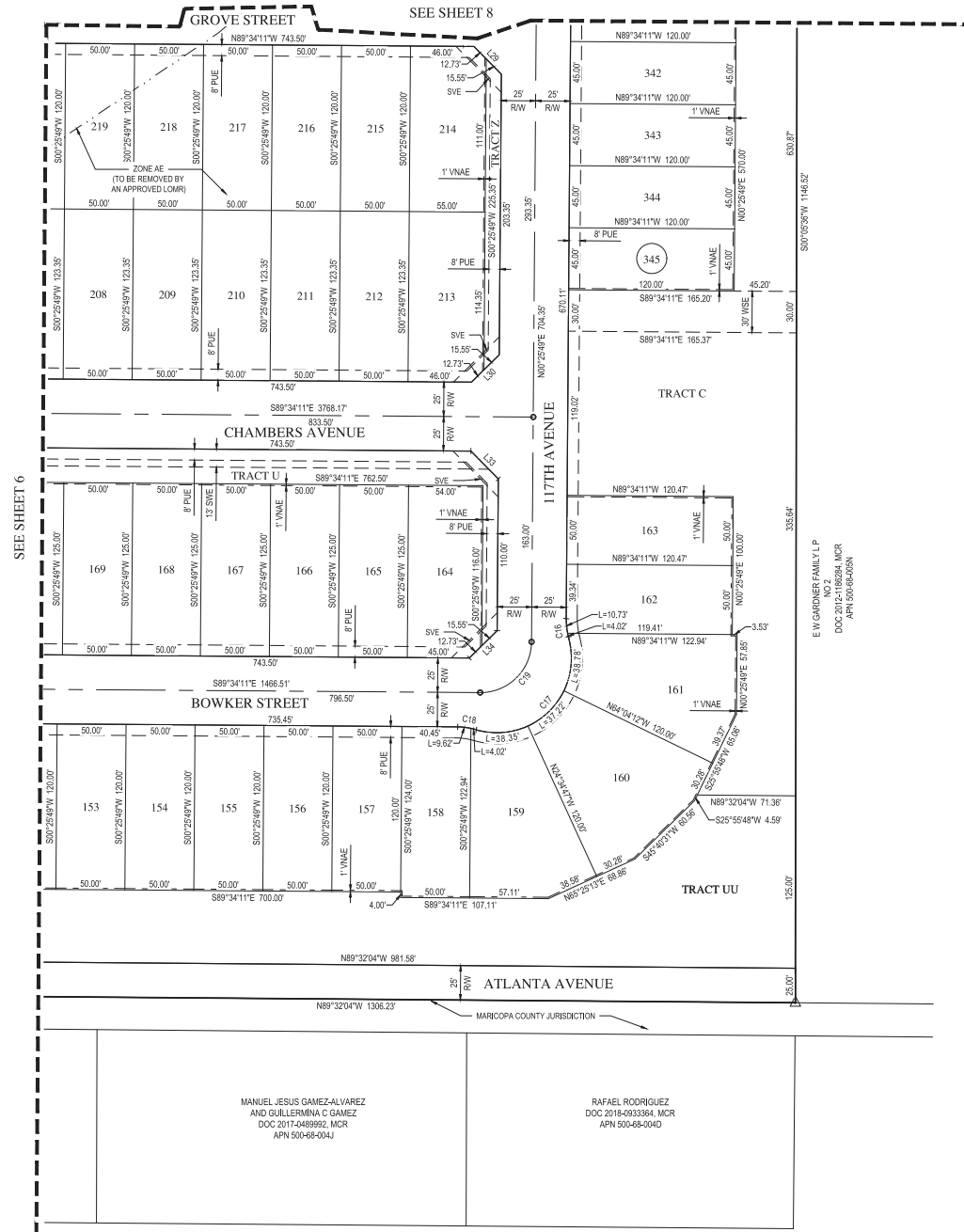










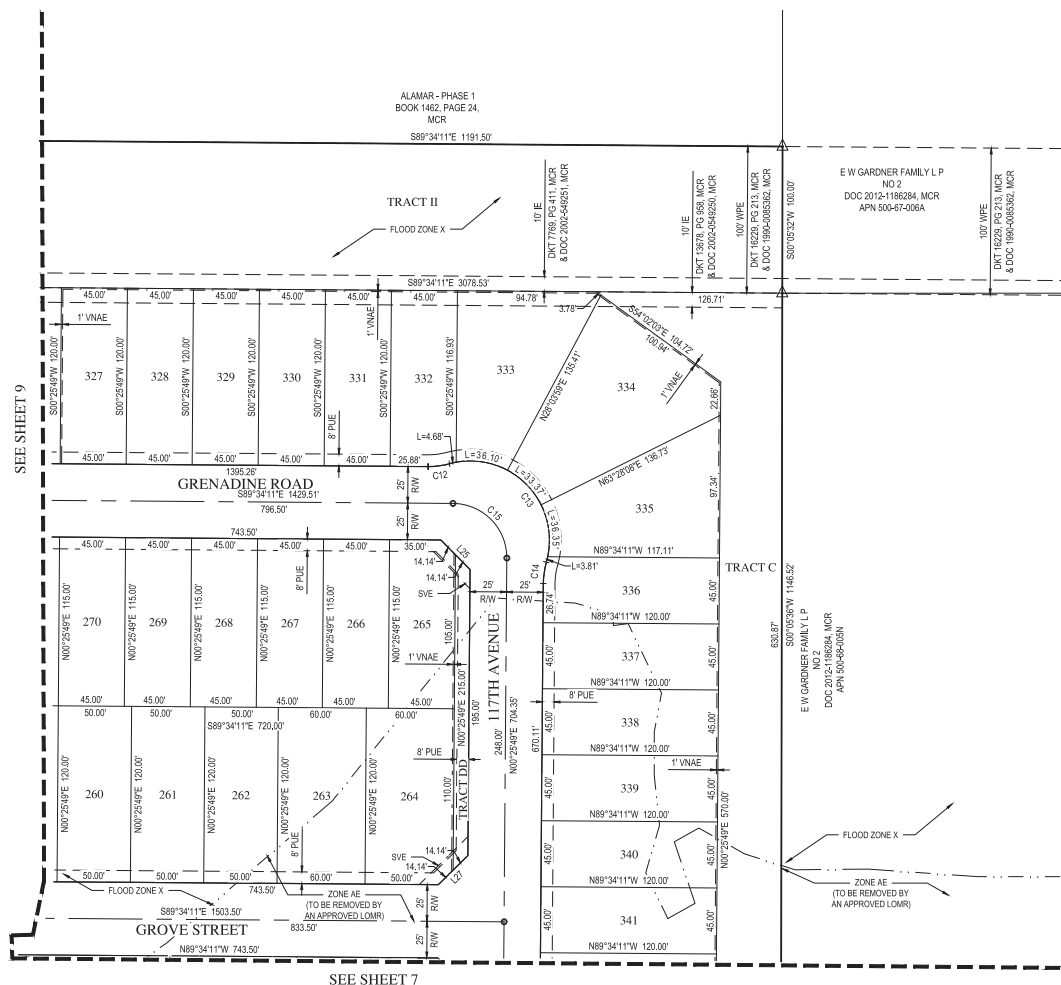




**FINAL PLAT**  
ALAMAR - PHASE 3  
AVONDALE, ARIZONA



|                |               |
|----------------|---------------|
| CHECKED BY     | BJO           |
| CAD TECHNICIAN | JKR           |
| SCALE          | 1"=40'        |
| DATE           | 2/2/2023      |
| JOB NUMBER     | WP# 174612.00 |
| SHEET          |               |
| 8              | OF 13         |



LEGEND  
SEE SHEET 3



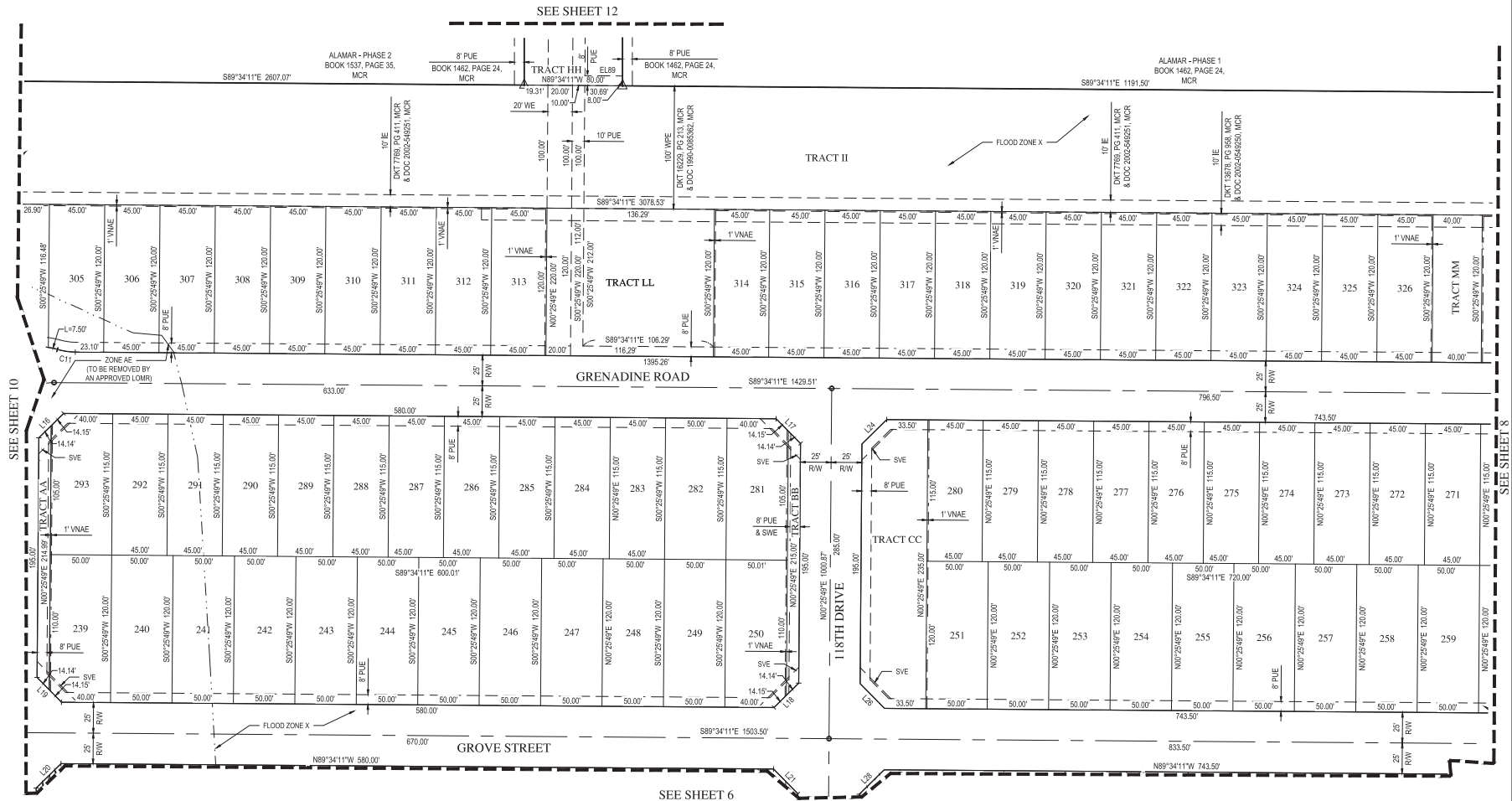
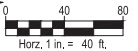
0 40  
Horz. 1 in. = 40 ft.

**FINAL PLAT**  
**ALAMAR - PHASE 3**  
AVONDALE, ARIZONA



CHECKED BY: BJD  
CAD TECHNICIAN: JKP  
SCALE: 1"=40'  
DATE: 2/2/2022  
JOB NUMBER: WPA 174612.06  
SHEET: 9 OF 13

LEGEND  
SEE SHEET 3



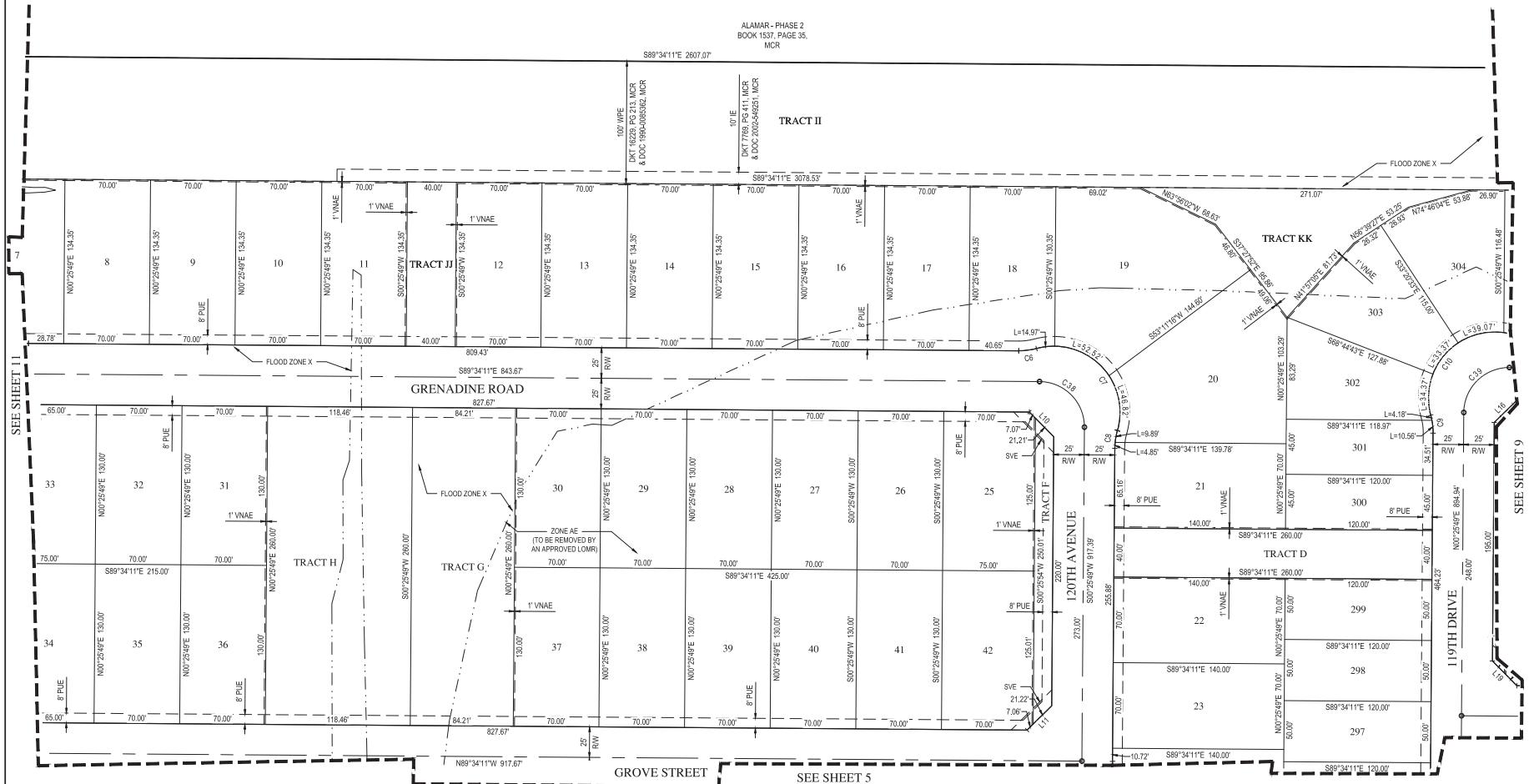


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Land Survey  
Construction Management  
902.336.8500  
www.woodpatell.com

**FINAL PLAT**  
**ALAMAR - PHASE 3**  
AVONDALE, ARIZONA



CHECKED BY: BJD  
CAD TECHNICIAN: JKP  
SCALE: 1"=40'  
DATE: 2/2/2022  
JOB NUMBER: WPS 174612.06  
SHEET: 10 OF 13



LEGEND  
SEE SHEET 3



ALAMAR - PHASE 2  
BOOK 1537, PAGE 35,  
MCR

TRACT II

TRACT KK

TRACT D

GRENADINE ROAD

120TH AVENUE

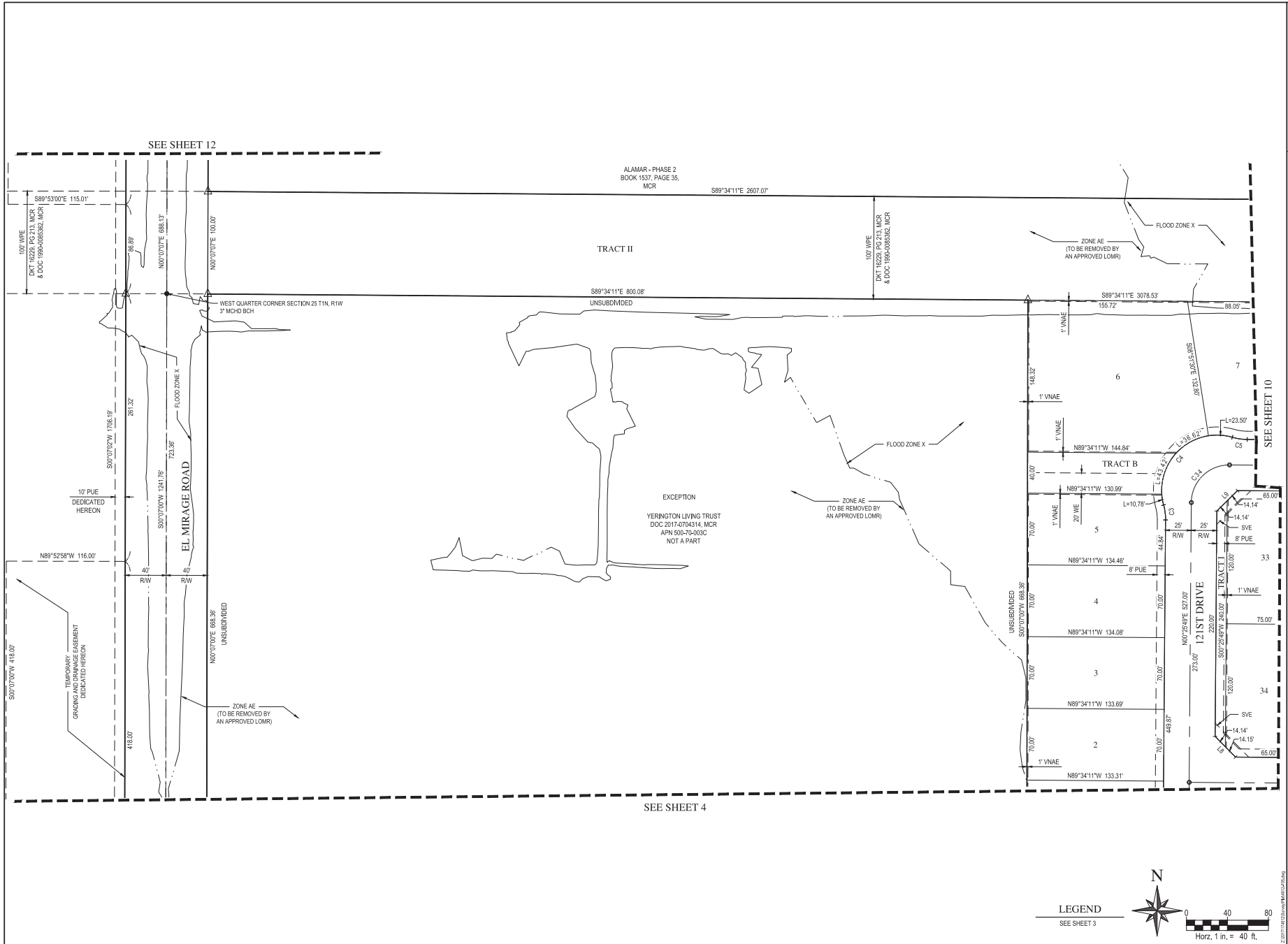
119TH DRIVE

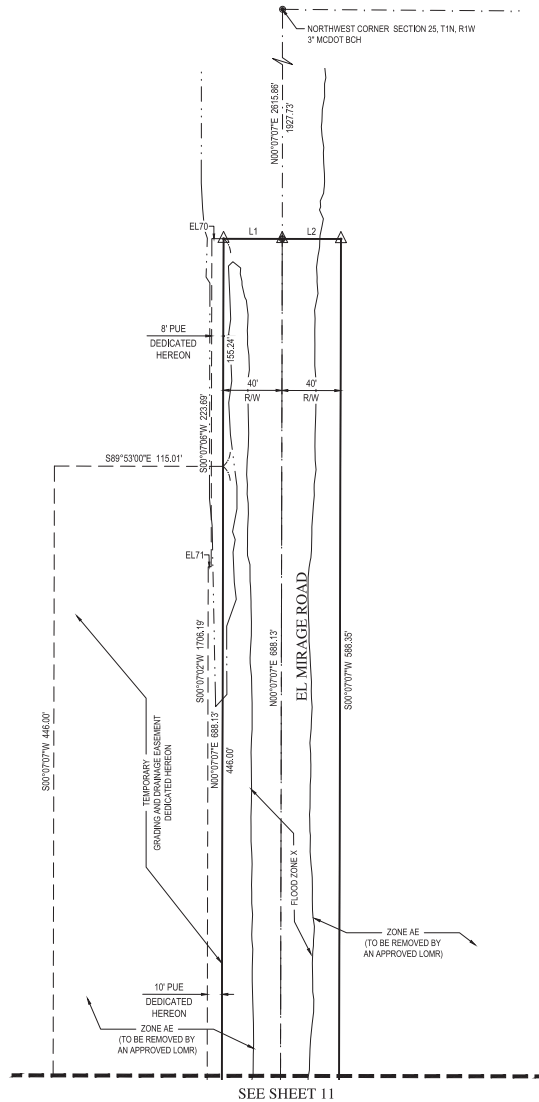
GROVE STREET

SEE SHEET 5

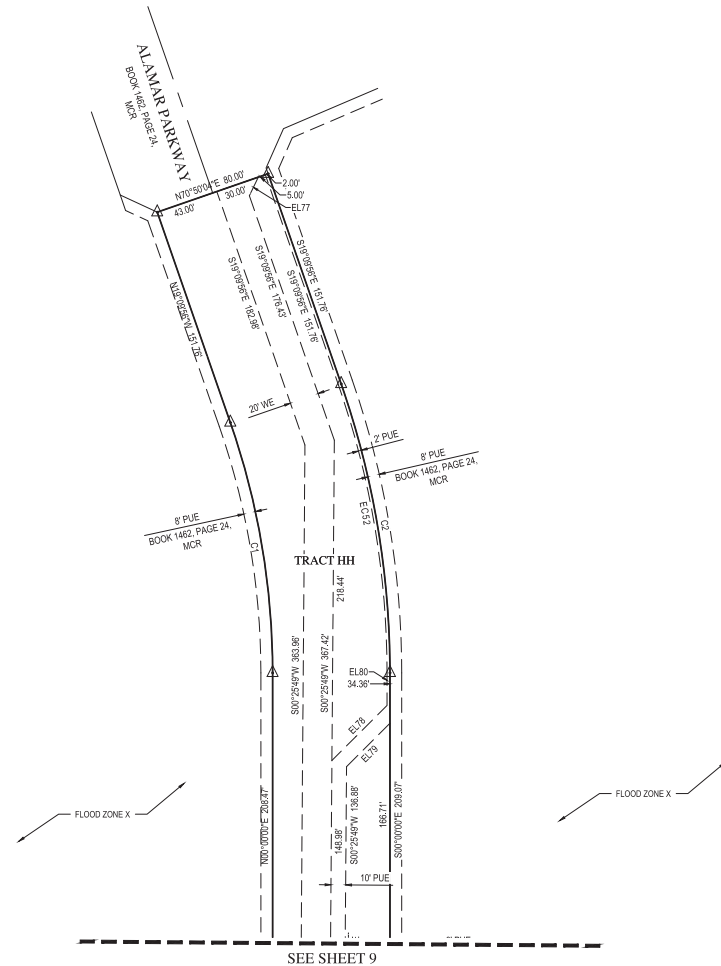
SEE SHEET 11

SEE SHEET 9



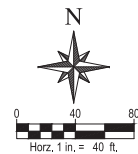


SEE SHEET 11



SEE SHEET 9

LEGEND  
SEE SHEET 3



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# FINAL PLAT ALAMAR - PHASE 3 AVONDALE, ARIZONA



|                |                |
|----------------|----------------|
| CHECKED BY     | BJD            |
| CAD TECHNICIAN | JKP            |
| SCALE          | 1"=40'         |
| DATE           | 2/2/2022       |
| JOB NUMBER     | WIP# 174612.06 |
| SHEET          | 12 OF 13       |

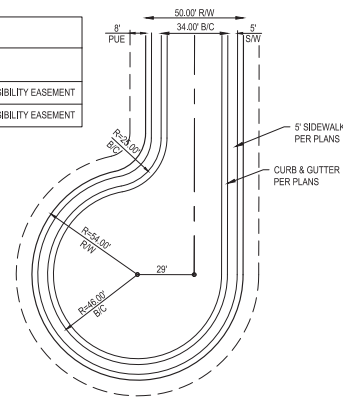
C:\2021\174612\WIP#174612\PLANS



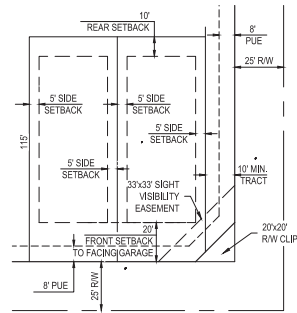
| TRACT AREA TABLE |                        |                  |                                                                                                                          |
|------------------|------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------|
| TRACT NO.        | TRACT AREA SQUARE FEET | TRACT AREA ACRES | USE                                                                                                                      |
| TRACT A          | 30,685                 | 0.7044           | OPEN SPACE, LANDSCAPE, RETENTION, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                  |
| TRACT AA         | 2,049                  | 0.0470           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT B          | 5,394                  | 0.1238           | OPEN SPACE, LANDSCAPE AND PUBLIC UTILITY EASEMENT                                                                        |
| TRACT BB         | 2,050                  | 0.0471           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND SIGHT VISIBILITY EASEMENT                          |
| TRACT C          | 65,046                 | 1.4932           | OPEN SPACE, LANDSCAPE, RETENTION, PUBLIC UTILITY EASEMENT IRRIGATION EASEMENT, WATERLINE EASEMENT AND SEWERLINE EASEMENT |
| TRACT CC         | 12,173                 | 0.2795           | PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT AND FORMATIVE PARK                                                    |
| TRACT D          | 10,400                 | 0.2388           | OPEN SPACE, LANDSCAPE AND PUBLIC UTILITY EASEMENT                                                                        |
| TRACT DD         | 2,050                  | 0.0471           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT E          | 28,296                 | 0.6496           | OPEN SPACE, LANDSCAPE, RETENTION, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                  |
| TRACT EE         | 3,600                  | 0.0826           | SEWER LIFT STATION                                                                                                       |
| TRACT F          | 3,526                  | 0.0809           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT FF         | 21,511                 | 0.4938           | PUBLIC UTILITY EASEMENT AND FORMATIVE PARK                                                                               |
| TRACT G          | 21,895                 | 0.5026           | PUBLIC UTILITY EASEMENT AND FORMATIVE PARK                                                                               |
| TRACT GG         | 7,553                  | 0.1734           | BUCKEYE FEEDER CANAL                                                                                                     |
| TRACT H          | 30,799                 | 0.7070           | OPEN SPACE, LANDSCAPE, RETENTION AND PUBLIC UTILITY EASEMENT                                                             |
| TRACT HH         | 43,828                 | 1.0061           | OPEN SPACE, LANDSCAPE, RETENTION, CHANNEL, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                         |
| TRACT I          | 2,300                  | 0.0528           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT II         | 387,859                | 8.9040           | OPEN SPACE, LANDSCAPE, RETENTION, PUBLIC UTILITY EASEMENT IRRIGATION EASEMENT AND WATERLINE EASEMENT                     |
| TRACT J          | 57,904                 | 1.3293           | OPEN SPACE, LANDSCAPE, RETENTION, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT                                 |
| TRACT JJ         | 5,374                  | 0.1234           | OPEN SPACE, LANDSCAPE, RETENTION AND PUBLIC UTILITY EASEMENT                                                             |
| TRACT K          | 277,737                | 6.3760           | OPEN SPACE, LANDSCAPE, RETENTION, CHANNEL, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                         |
| TRACT KK         | 10,620                 | 0.2438           | OPEN SPACE, LANDSCAPE, RETENTION AND PUBLIC UTILITY EASEMENT                                                             |
| TRACT L          | 2,860                  | 0.0611           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT LL         | 16,354                 | 0.3754           | OPEN SPACE, LANDSCAPE, RETENTION PUBLIC UTILITY EASEMENT AND IRRIGATION EASEMENT                                         |
| TRACT M          | 2,530                  | 0.0581           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT MM         | 4,800                  | 0.1102           | OPEN SPACE, LANDSCAPE, RETENTION PUBLIC UTILITY EASEMENT AND IRRIGATION EASEMENT                                         |
| TRACT N          | 19,975                 | 0.4586           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND SIGHT VISIBILITY EASEMENT                          |
| TRACT NN         | 23,369                 | 0.5365           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, CHANNEL, SIDEWALK EASEMENT AND SIGHT VISIBILITY EASEMENT                 |
| TRACT O          | 2,570                  | 0.0590           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT OO         | 2,115                  | 0.0485           | OPEN SPACE, LANDSCAPE, RETENTION, CHANNEL AND PUBLIC UTILITY EASEMENT                                                    |
| TRACT P          | 3,390                  | 0.0778           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND SIGHT VISIBILITY EASEMENT                          |
| TRACT PP         | 3,708                  | 0.0851           | OPEN SPACE, LANDSCAPE, RETENTION, CHANNEL AND PUBLIC UTILITY EASEMENT                                                    |
| TRACT Q          | 2,320                  | 0.0533           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT QQ         | 909                    | 0.0209           | OPEN SPACE, LANDSCAPE, CHANNEL AND PUBLIC UTILITY EASEMENT                                                               |
| TRACT R          | 22,997                 | 0.5279           | OPEN SPACE, LANDSCAPE, RETENTION, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND SIGHT VISIBILITY EASEMENT               |
| TRACT RR         | 8,541                  | 0.1961           | OPEN SPACE, LANDSCAPE, RETENTION AND CHANNEL                                                                             |
| TRACT S          | 2,300                  | 0.0528           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT SS         | 4,595                  | 0.1055           | OPEN SPACE, LANDSCAPE, RETENTION, CHANNEL, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                         |
| TRACT T          | 1,140                  | 0.0262           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |
| TRACT TT         | 526                    | 0.0121           | OPEN SPACE, LANDSCAPE, CHANNEL, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                    |
| TRACT U          | 21,503                 | 0.4936           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND SIGHT VISIBILITY EASEMENT                          |
| TRACT UU         | 61,311                 | 1.4075           | OPEN SPACE, LANDSCAPE, RETENTION, CHANNEL, AND PUBLIC UTILITY EASEMENT                                                   |
| TRACT V          | 26,369                 | 0.6053           | OPEN SPACE, LANDSCAPE, RETENTION, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT AND SIGHT VISIBILITY EASEMENT               |
| TRACT W          | 28,500                 | 0.6543           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT, SIDEWALK EASEMENT, SIGHT VISIBILITY EASEMENT AND FORMATIVE PARK          |
| TRACT X          | 2,133                  | 0.0490           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT                                             |

| TRACT AREA TABLE |                        |                  |                                                                              |
|------------------|------------------------|------------------|------------------------------------------------------------------------------|
| TRACT NO.        | TRACT AREA SQUARE FEET | TRACT AREA ACRES | USE                                                                          |
| TRACT Y          | 2,699                  | 0.0620           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT |
| TRACT Z          | 2,357                  | 0.0541           | OPEN SPACE, LANDSCAPE, PUBLIC UTILITY EASEMENT AND SIGHT VISIBILITY EASEMENT |
| TOTAL            | 1,308,295              | 30.0343          |                                                                              |

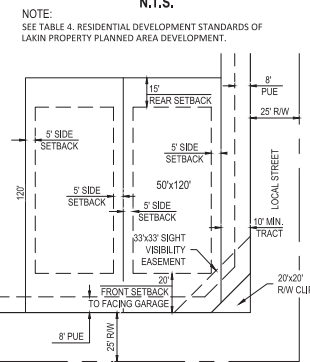
| CURVE TABLE |            |         |         |               |         |
|-------------|------------|---------|---------|---------------|---------|
| CURVE       | DELTA      | RADIUS  | ARC     | CHORD BEARING | CHORD   |
| C1          | 19°09'56"  | 520.00' | 173.94' | N09°34'58"W   | 173.13' |
| C2          | 19°09'56"  | 600.00' | 200.70' | S09°34'58"E   | 199.77' |
| C3          | 15°38'48"  | 54.00'  | 14.75'  | N07°23'35"W   | 14.70'  |
| C4          | 121°17'21" | 54.00'  | 114.31' | S45°25'41"W   | 94.13'  |
| C5          | 15°38'33"  | 54.00'  | 14.74'  | S81°44'55"E   | 14.70'  |
| C6          | 15°38'33"  | 54.00'  | 14.74'  | N82°36'32"E   | 14.70'  |
| C7          | 121°17'06" | 54.00'  | 114.31' | N44°34'11"W   | 94.13'  |
| C8          | 15°38'33"  | 54.00'  | 14.74'  | S08°15'05"W   | 14.70'  |
| C9          | 15°38'33"  | 54.00'  | 14.74'  | N07°23'28"W   | 14.70'  |
| C10         | 121°17'06" | 54.00'  | 114.31' | S45°25'49"W   | 94.13'  |
| C11         | 15°38'33"  | 54.00'  | 14.74'  | S81°44'55"E   | 14.70'  |
| C12         | 15°38'33"  | 54.00'  | 14.74'  | N07°23'28"W   | 14.70'  |
| C13         | 121°17'06" | 54.00'  | 114.31' | S44°34'11"E   | 94.13'  |
| C14         | 15°38'33"  | 54.00'  | 14.74'  | S08°15'05"W   | 14.70'  |
| C15         | 90°00'00"  | 37.00'  | 58.12'  | N44°34'11"W   | 52.33'  |
| C16         | 15°38'48"  | 54.00'  | 14.75'  | S07°23'35"E   | 14.70'  |
| C17         | 121°19'29" | 54.00'  | 114.35' | S45°26'45"W   | 94.15'  |
| C18         | 14°28'36"  | 54.00'  | 13.64'  | N81°07'48"W   | 13.61'  |
| C19         | 90°00'00"  | 37.00'  | 58.12'  | N45°25'49"E   | 52.33'  |
| C20         | 90°02'06"  | 37.00'  | 58.14'  | N45°26'53"E   | 52.34'  |
| C21         | 15°38'18"  | 54.00'  | 14.74'  | S08°14'58"W   | 14.69'  |
| C22         | 121°16'51" | 54.00'  | 114.30' | N44°34'19"W   | 94.13'  |
| C23         | 15°38'33"  | 54.00'  | 14.74'  | N82°36'32"E   | 14.70'  |
| C24         | 90°00'00"  | 37.00'  | 58.12'  | N44°34'11"W   | 52.33'  |
| C25         | 90°00'00"  | 37.00'  | 58.12'  | N45°25'49"E   | 52.33'  |
| C26         | 15°38'33"  | 54.00'  | 14.74'  | N07°23'28"W   | 14.70'  |
| C27         | 121°22'31" | 54.00'  | 114.39' | N45°28'31"E   | 94.17'  |
| C28         | 15°41'50"  | 54.00'  | 14.79'  | S81°41'08"E   | 14.75'  |
| C29         | 15°38'33"  | 54.00'  | 14.74'  | S82°36'40"W   | 14.70'  |
| C30         | 15°38'48"  | 54.00'  | 14.75'  | N08°15'13"E   | 14.70'  |
| C31         | 121°15'13" | 54.00'  | 114.28' | N44°33'00"W   | 94.12'  |
| C32         | 90°00'00"  | 37.00'  | 58.12'  | S44°34'11"E   | 52.33'  |
| C33         | 90°00'00"  | 37.00'  | 58.12'  | S45°25'49"W   | 52.33'  |
| C34         | 90°00'00"  | 37.00'  | 58.12'  | S45°25'49"W   | 52.33'  |
| C35         | 52°32'50"  | 20.00'  | 18.34'  | S25°50'36"E   | 17.71'  |
| C36         | 285°05'40" | 54.00'  | 268.70' | N89°34'11"W   | 65.88'  |
| C37         | 52°32'50"  | 20.00'  | 18.34'  | N26°42'14"E   | 17.71'  |
| C38         | 90°00'00"  | 37.00'  | 58.12'  | N44°34'11"W   | 52.33'  |
| C39         | 90°00'00"  | 37.00'  | 58.12'  | S45°25'49"W   | 52.33'  |
| C40         | 15°38'33"  | 54.00'  | 14.74'  | S07°23'28"E   | 14.70'  |
| C41         | 121°17'06" | 54.00'  | 114.31' | S45°25'49"W   | 94.13'  |
| C42         | 15°38'33"  | 54.00'  | 14.74'  | N81°44'55"W   | 14.70'  |
| C43         | 15°38'33"  | 54.00'  | 14.74'  | S82°36'32"W   | 14.70'  |
| C44         | 121°17'06" | 54.00'  | 114.31' | N44°34'11"W   | 94.13'  |
| C45         | 15°38'33"  | 54.00'  | 14.74'  | N07°23'28"W   | 14.70'  |
| C46         | 121°17'06" | 54.00'  | 114.31' | N45°25'49"E   | 94.13'  |
| C47         | 15°38'33"  | 54.00'  | 14.74'  | S81°44'55"E   | 14.70'  |
| C48         | 89°5'432"  | 37.00'  | 58.10'  | S44°33'07"E   | 52.31'  |



**TYPICAL CUL-DE-SAC**  
N.T.S.

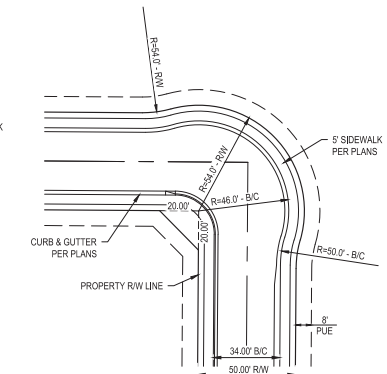


**TYPICAL SETBACK DETAIL**  
45'x115' LOTS  
N.T.S.

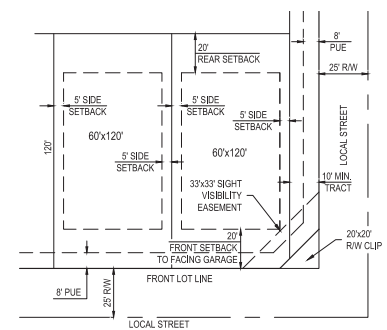


**TYPICAL SETBACK DETAIL**  
50'x120' LOTS  
N.T.S.

NOTE:  
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF LAKIN PROPERTY PLANNED AREA DEVELOPMENT.

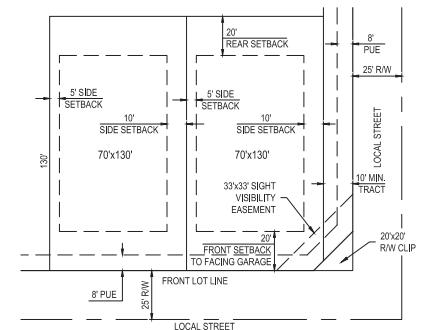


**TYPICAL OFFSET CUL-DE-SAC**  
N.T.S.



**TYPICAL SETBACK DETAIL**  
60'x120' LOTS  
N.T.S.

NOTE:  
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



**TYPICAL SETBACK DETAIL**  
70'x130' LOTS  
N.T.S.

NOTE:  
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



Wood, Patrick & Associates, Inc.  
Civil Engineering  
Water Resources  
Land Survey  
Construction Management  
602.336.8500  
www.wopatm.com

**FINAL PLAT**  
ALAMAR - PHASE 3  
AVONDALE, ARIZONA



CHECKED BY: BJD  
CAD TECHNICIAN: JKP  
SCALE: NTS  
DATE: 2/2/2022  
JOB NUMBER: WPA 174612.06  
SHEET: 13 OF 13

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## CITY COUNCIL REPORT

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**SUBJECT:** Resolutions 1022-0422 and 1023-0422 – Maintenance Improvement District No. 33 for Alamar Phase 3 Final Plat

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

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

**THROUGH:** Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

---

**STRATEGIC PLAN:**

Strategic Outcome: Creative and Sustainable Development

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

**PURPOSE:**

City Council will consider a request to approve the Petition for Formation, adopt Resolution 1022-0422, declaring its intention to form the City of Avondale Maintenance Improvement District No. 33, Alamar Phase 3 Final Plat, providing for the assessment, and adopt Resolution 1023-0422, 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. 33, Alamar Phase 3 Final Plat, north of the northeast corner of El Mirage Road and Southern Avenue, 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. 33, Alamar Phase 3 Final 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. 33, Alamar Phase 3 Final Plat, subject to two (2) recommended conditions of approval as listed in the staff report.

*Contact person for document distribution: Eric Fitzer*

## **RESOLUTION 1022-0422**

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. 33 – 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. 33 – Alamar III (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. 33 – Alamar III, 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. 33 – Alamar III.

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,  
April 4, 2022.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Nicholle Harris, City Attorney

EXHIBIT A  
TO  
RESOLUTION 1022-0422

[Legal Description of Assessment District and Assessment Diagram]

See following pages.

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

Revised January 18, 2022  
Revised November 3, 2021  
August 30, 2021  
WP# 174612.06  
Page 1 of 18  
See Exhibit "A"

**LEGAL DESCRIPTION AND ASSESSMENT DIAGRAM**  
**Alamar - Phase 3**  
**Maintenance Improvement District No. 33**

Tract RR, Alamar-Phase 1, recorded in Book 1462, page 24, Maricopa County Records (MCR), and a parcel of land lying within Sections 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the west quarter corner of said Section 25, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, from which the northwest corner of said Section 25, a 3-inch Maricopa County Department of Transportation, (MCDOT), brass cap in handhole, bears North 00°07'07" East (basis of bearing), a distance of 2615.86 feet;

**THENCE** along the west line of the northwest quarter of said Section 25, North 00°07'07" East, a distance of 688.13 feet, to the southerly line of Alamar – Phase 2 recorded in Book 1537, page 35, MCR and the **POINT OF BEGINNING**;

**THENCE** leaving said west line, along said southerly line, South 89°52'53" East, a distance of 40.00 feet;

**THENCE** South 00°07'07" West, a distance of 588.35 feet;

**THENCE** South 89°34'11" East, a distance of 2607.07 feet, to the southwest corner of said Tract RR;

**THENCE** leaving said southerly line, along the west line of said Tract RR, North 00°00'00" West, a distance of 208.47 feet, to the beginning of a curve;

**THENCE** northerly along said curve to the left, having a radius of 520.00 feet, concave westerly, through a central angle of 19°09'56", a distance of 173.94 feet, to the curves end;

**THENCE** North 19°09'56" West, a distance of 151.76 feet, to the northwest corner of said Tract RR;

**THENCE** leaving said west line, along the north line of said Tract RR, North 70°50'04" East, a distance of 80.00 feet, to the northeast corner of said Tract RR;

**THENCE** leaving said north line, along the east line of said Tract RR, South 19°09'56" East, a distance of 151.76 feet, to the beginning of a curve;

**THENCE** southerly along said curve to the right, having a radius of 600.00 feet, concave westerly, through a central angle of 19°09'56", a distance of 200.70 feet, to the curves end;

**THENCE** South 00°00'00" East, a distance of 209.07 feet, to the southeast corner of said Tract RR and said north line of the south 100 feet of the north half of Section 25;

**THENCE** leaving said east line, along said north line, South 89°34'11" East, a distance of 1191.50 feet, to the east line of the southwest quarter of the northeast quarter of said Section 25;

**THENCE** leaving said north line, along said east line, South 00°05'32" West, a distance of 100.00 feet, to the southeast corner of said southwest quarter of the northeast quarter;



**Legal Description and Assessment Diagram  
Alamar – Phase 3  
Maintenance Improvement District No. 33**

Revised January 18, 2022  
Revised November 3, 2021  
August 30, 2021  
WP# 174612.06  
Page 2 of 18  
See Exhibit "A"

**THENCE** leaving said east line, along the east line of the northwest quarter of the southeast quarter of said Section 25, South 00°05'36" West, a distance of 1146.52 feet, to the northeast corner of the south half of the south half of the south half of said northwest quarter of said southeast quarter;

**THENCE** leaving said east line, along the north line of said south half of the south half of said northwest quarter of the southeast quarter, North 89°32'04" West, a distance of 1306.23 feet, to the northwest corner of said south half of the south half of said northwest quarter of the southeast quarter and the east line of the northeast quarter of the southwest quarter of said Section 25;

**THENCE** leaving said north line, along said east line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of said northeast quarter of the southwest quarter;

**THENCE** leaving said east line, along the south line of said northeast quarter of the southwest quarter and along the south line of the northwest quarter of the southwest quarter of said Section 25, North 89°32'03" West, a distance of 1514.07 feet;

**THENCE** leaving said south line, North 00°27'57" East, a distance of 8.00 feet;

**THENCE** North 89°32'03" West, a distance of 64.19 feet;

**THENCE** North 72°36'39" West, a distance of 199.25 feet, to the west line of the east 28 rods of said northwest quarter of the southwest quarter and the north line of the south 66 feet of said northwest quarter of the southwest quarter;

**THENCE** leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said northwest quarter of the southwest quarter;

**THENCE** leaving said north line, along the north line of the south 66 feet of the northeast quarter of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 40.00 feet, to the west line of the east 40 feet of said southeast quarter;

**THENCE** leaving said north line, along said west line, North 00°07'00" East, a distance of 1241.74 feet, to the south line of the northeast quarter of said Section 26;

**THENCE** leaving said south line, along the west line of the east 40 feet of said northeast quarter, North 00°07'07" East, a distance of 688.13 feet, to said southerly line;

**THENCE** leaving said west line, along said southerly line, South 89°52'53" East, a distance of 40.00 feet, to the **POINT OF BEGINNING**.

**EXCEPT** the following property described in Document 2017-0704314, Maricopa County Records (MCR):

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

**EXCEPT** the northerly 40.00 feet and the westerly 55.00 feet

**ALSO EXCEPT** the following property described in Document 2017-0799341, Maricopa County Records (MCR):

The westerly 15.00 feet and northerly 40.0 feet of easterly 800.07 feet of westerly 840.07 feet of northerly 668.35 feet of northwest quarter southwest quarter section 25, township 1 north, range

**Legal Description and Assessment Diagram  
Alamar – Phase 3  
Maintenance Improvement District No. 33**

Revised January 18, 2022  
Revised November 3, 2021  
August 30, 2021  
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Page 3 of 18  
See Exhibit "A"

1 west, of the Gila and Salt River base and meridian, Maricopa County, Arizona.

**ALSO EXCEPT**

A parcel of land lying within Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the southwest corner of said Section 25, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, from which the west quarter corner of said section, a 3-inch MCHD brass cap in handhole, bears North 00°07'00" East (basis of bearing), a distance of 2615.17 feet;

**THENCE** along the west line of said section, North 00°07'00" East, a distance of 1373.40 feet, to the north line of the south 66 feet of the northwest quarter of the southwest quarter of said section;

**THENCE** leaving said west line, along said north line, South 89°32'03" East, a distance of 40.00 feet, to the east line of the west 40 feet of said section;

**THENCE** leaving said north line, along said east line, North 00°07'00" East, a distance of 172.52 feet;

**THENCE** leaving said east line, South 89°53'00" East, a distance of 18.00 feet, to the **POINT OF BEGINNING**;

**THENCE** North 00°07'00" East, a distance of 60.00 feet;

**THENCE** South 89°53'00" East, a distance of 60.00 feet;

**THENCE** South 00°07'00" West, a distance of 60.00 feet;

**THENCE** North 89°53'00" West, a distance of 60.00 feet, to the **POINT OF BEGINNING**;

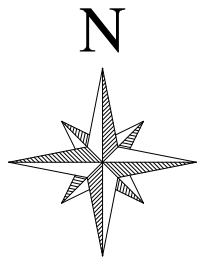
Containing 4,850,653 square feet or 111.3557 acres, more or less.

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\174612.06 Alamar Phase 3 MID No 33 L69R02 01-18-22.docx





EL MIRAGE ROAD

(BASIS OF BEARING)

N00°07'07"E 2615.86'

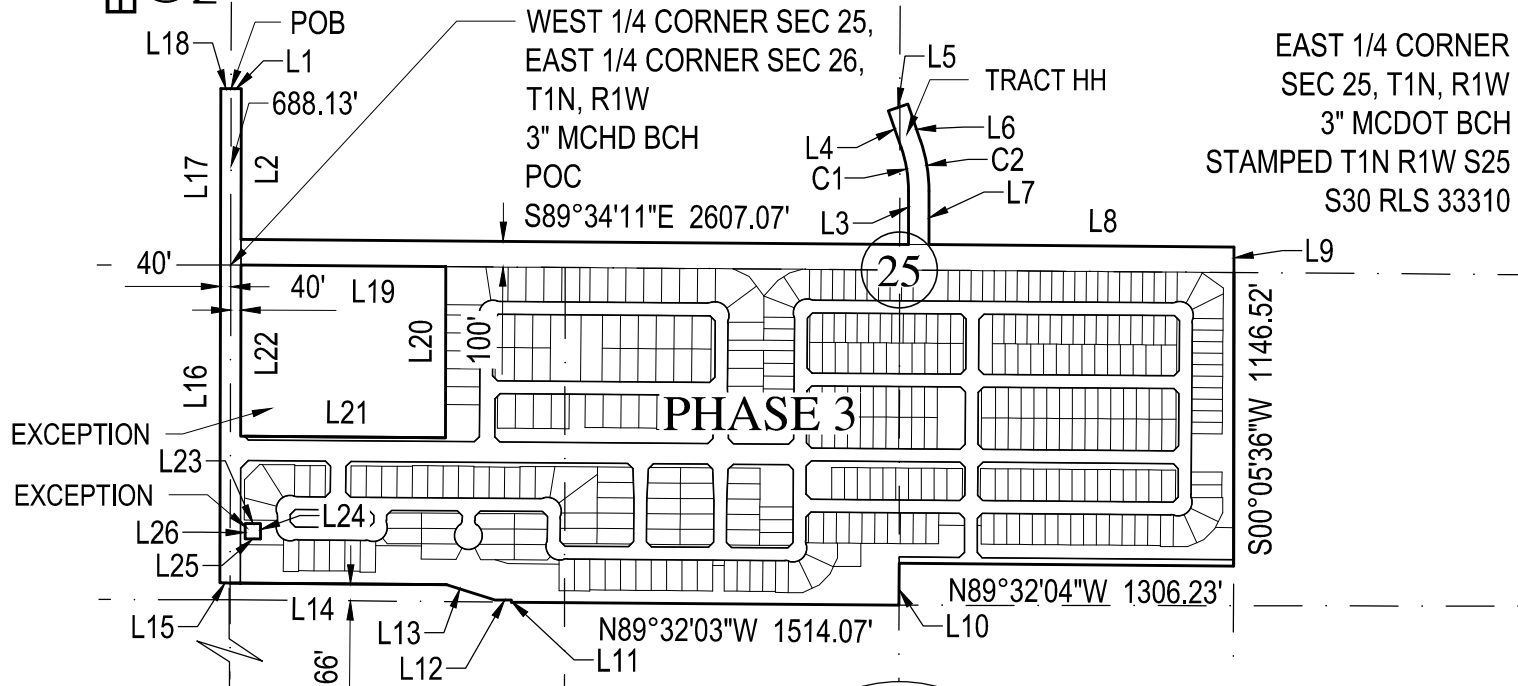
1927.73'

NORTHWEST CORNER SEC 25,  
NORTHEAST CORNER SEC 26,  
T1N, R1W  
3" MCDOT BCH

NORTH 1/4 CORNER  
SEC 25, T1N, R1W  
2" IP W/ NO ID

NORTHEAST CORNER  
SEC 25, T1N, R1W  
3" MCDOT BCH  
STAMPED 26411 2011

AVONDALE BOULEVARD



PHASE 3

25

WOOD  
PATEL

N00°07'00"E  
2615.17'

SOUTHWEST CORNER SEC 25,  
SOUTHEAST CORNER SEC 26,  
T1N, R1W  
3" MCHD BCH



## EXHIBIT "A"

ALAMAR - PHASE 3  
MAINTENANCE IMPROVEMENT DISTRICT NO. 33  
REVISED 1/18/2022  
WP# 174612.06  
PAGE 4 OF 18  
NOT TO SCALE  
Z:\2017\174612\Survey\Legal\4612-L69R02.dwg

| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L1         | S89°52'53"E | 40.00'    |
| L2         | S00°07'07"W | 588.35'   |
| L3         | N00°00'00"E | 208.47'   |
| L4         | N19°09'56"W | 151.76'   |
| L5         | N70°50'04"E | 80.00'    |
| L6         | S19°09'56"E | 151.76'   |
| L7         | S00°00'00"E | 209.07'   |
| L8         | S89°34'11"E | 1,191.50' |
| L9         | S00°05'32"W | 100.00'   |
| L10        | S00°05'54"W | 163.67'   |

| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L11        | N00°27'57"E | 8.00'     |
| L12        | N89°32'03"W | 64.19'    |
| L13        | N72°36'39"W | 199.25'   |
| L14        | N89°32'03"W | 844.44'   |
| L15        | N89°51'06"W | 40.00'    |
| L16        | N00°07'00"E | 1,241.74' |
| L17        | N00°07'07"E | 688.13'   |
| L18        | S89°52'53"E | 40.00'    |
| L19        | S89°34'11"W | 800.08'   |
| L20        | S00°07'00"W | 668.36'   |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L21        | N89°34'11"W | 800.08'  |
| L22        | N00°07'00"E | 668.36'  |
| L23        | S89°53'00"E | 60.00'   |
| L24        | S00°07'00"W | 60.00'   |
| L25        | S89°53'00"E | 60.00'   |
| L26        | S00°07'00"W | 60.00'   |

| CURVE TABLE |           |         |         |
|-------------|-----------|---------|---------|
| CURVE       | DELTA     | RADIUS  | ARC     |
| C1          | 19°09'56" | 520.00' | 173.94' |
| C2          | 19°09'56" | 600.00' | 200.70' |

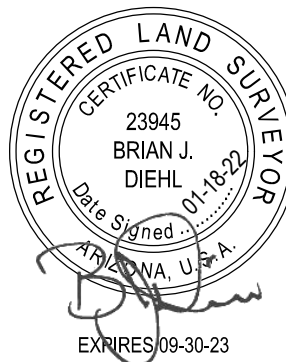


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 1          | 9,318                   | 0.2139            |
| LOT 2          | 9,345                   | 0.2145            |
| LOT 3          | 9,372                   | 0.2151            |
| LOT 4          | 9,399                   | 0.2158            |
| LOT 5          | 9,383                   | 0.2154            |
| LOT 6          | 24,464                  | 0.5616            |
| LOT 7          | 10,263                  | 0.2356            |
| LOT 8          | 9,405                   | 0.2159            |
| LOT 9          | 9,405                   | 0.2159            |
| LOT 10         | 9,405                   | 0.2159            |
| LOT 11         | 9,405                   | 0.2159            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 12         | 9,405                   | 0.2159            |
| LOT 13         | 9,405                   | 0.2159            |
| LOT 14         | 9,405                   | 0.2159            |
| LOT 15         | 9,405                   | 0.2159            |
| LOT 16         | 9,405                   | 0.2159            |
| LOT 17         | 9,405                   | 0.2159            |
| LOT 18         | 9,345                   | 0.2145            |
| LOT 19         | 16,523                  | 0.3793            |
| LOT 20         | 14,631                  | 0.3359            |
| LOT 21         | 9,800                   | 0.2250            |
| LOT 22         | 9,800                   | 0.2250            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 23         | 9,800                   | 0.2250            |
| LOT 24         | 9,712                   | 0.2230            |
| LOT 25         | 9,737                   | 0.2235            |
| LOT 26         | 9,100                   | 0.2089            |
| LOT 27         | 9,100                   | 0.2089            |
| LOT 28         | 9,100                   | 0.2089            |
| LOT 29         | 9,100                   | 0.2089            |
| LOT 30         | 9,100                   | 0.2089            |
| LOT 31         | 9,100                   | 0.2089            |
| LOT 32         | 9,100                   | 0.2089            |
| LOT 33         | 9,700                   | 0.2227            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 34         | 9,700                   | 0.2227            |
| 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         | 9,100                   | 0.2089            |
| LOT 40         | 9,100                   | 0.2089            |
| LOT 41         | 9,100                   | 0.2089            |
| LOT 42         | 9,738                   | 0.2235            |
| LOT 43         | 9,400                   | 0.2158            |
| LOT 44         | 9,450                   | 0.2169            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 45         | 9,450                   | 0.2169            |
| LOT 46         | 9,100                   | 0.2089            |
| LOT 47         | 9,100                   | 0.2089            |
| LOT 48         | 9,100                   | 0.2089            |
| LOT 49         | 9,100                   | 0.2089            |
| LOT 50         | 9,450                   | 0.2169            |
| LOT 51         | 9,450                   | 0.2169            |
| LOT 52         | 9,450                   | 0.2169            |
| LOT 53         | 9,400                   | 0.2158            |
| LOT 54         | 7,320                   | 0.1680            |
| LOT 55         | 7,313                   | 0.1679            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 56         | 10,761                  | 0.2470            |
| LOT 57         | 15,020                  | 0.3448            |
| LOT 58         | 8,977                   | 0.2061            |
| LOT 59         | 7,335                   | 0.1684            |
| LOT 60         | 7,204                   | 0.1654            |
| LOT 61         | 7,206                   | 0.1654            |
| LOT 62         | 7,208                   | 0.1655            |
| LOT 63         | 7,211                   | 0.1655            |
| LOT 64         | 7,350                   | 0.1687            |
| LOT 65         | 8,401                   | 0.1929            |
| LOT 66         | 8,106                   | 0.1861            |

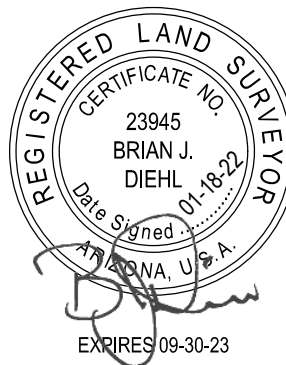


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 67         | 9,210                   | 0.2114            |
| LOT 68         | 7,980                   | 0.1832            |
| LOT 69         | 8,859                   | 0.2034            |
| LOT 70         | 8,559                   | 0.1965            |
| LOT 71         | 7,680                   | 0.1763            |
| LOT 72         | 8,910                   | 0.2045            |
| LOT 73         | 7,690                   | 0.1765            |
| LOT 74         | 7,701                   | 0.1768            |
| LOT 75         | 7,881                   | 0.1809            |
| LOT 76         | 7,381                   | 0.1694            |
| LOT 77         | 7,451                   | 0.1711            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 78         | 7,211                   | 0.1656            |
| LOT 79         | 7,211                   | 0.1656            |
| LOT 80         | 7,211                   | 0.1656            |
| LOT 81         | 7,211                   | 0.1656            |
| LOT 82         | 7,211                   | 0.1656            |
| LOT 83         | 7,211                   | 0.1656            |
| LOT 84         | 7,211                   | 0.1656            |
| LOT 85         | 7,211                   | 0.1656            |
| LOT 86         | 7,320                   | 0.1680            |
| LOT 87         | 7,320                   | 0.1680            |
| LOT 88         | 7,320                   | 0.1680            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 89         | 7,320                   | 0.1680            |
| LOT 90         | 7,500                   | 0.1722            |
| LOT 91         | 7,500                   | 0.1722            |
| LOT 92         | 7,500                   | 0.1722            |
| LOT 93         | 7,500                   | 0.1722            |
| LOT 94         | 7,320                   | 0.1680            |
| LOT 95         | 7,320                   | 0.1680            |
| LOT 96         | 7,320                   | 0.1680            |
| LOT 97         | 7,500                   | 0.1722            |
| LOT 98         | 8,147                   | 0.1870            |
| LOT 99         | 16,207                  | 0.3721            |

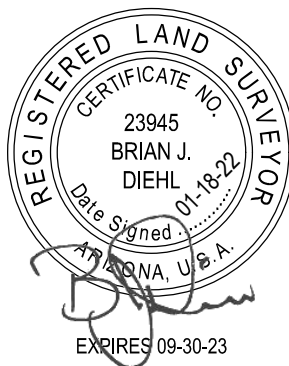


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 100        | 13,967                  | 0.3206            |
| LOT 101        | 8,572                   | 0.1968            |
| LOT 102        | 8,559                   | 0.1965            |
| LOT 103        | 8,561                   | 0.1965            |
| LOT 104        | 8,609                   | 0.1976            |
| LOT 105        | 8,605                   | 0.1975            |
| LOT 106        | 8,509                   | 0.1953            |
| LOT 107        | 8,369                   | 0.1921            |
| LOT 108        | 7,648                   | 0.1756            |
| LOT 109        | 7,770                   | 0.1784            |
| LOT 110        | 7,861                   | 0.1805            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 111        | 7,861                   | 0.1805            |
| LOT 112        | 7,809                   | 0.1793            |
| LOT 113        | 7,811                   | 0.1793            |
| LOT 114        | 7,859                   | 0.1804            |
| LOT 115        | 7,855                   | 0.1803            |
| LOT 116        | 7,759                   | 0.1781            |
| LOT 117        | 7,643                   | 0.1754            |
| LOT 118        | 7,605                   | 0.1746            |
| LOT 119        | 7,704                   | 0.1769            |
| LOT 120        | 7,795                   | 0.1789            |
| LOT 121        | 7,794                   | 0.1789            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 122        | 7,742                   | 0.1777            |
| LOT 123        | 6,504                   | 0.1493            |
| LOT 124        | 6,505                   | 0.1493            |
| LOT 125        | 6,460                   | 0.1483            |
| LOT 126        | 6,010                   | 0.1380            |
| LOT 127        | 6,010                   | 0.1380            |
| LOT 128        | 6,010                   | 0.1380            |
| LOT 129        | 6,010                   | 0.1380            |
| LOT 130        | 6,204                   | 0.1424            |
| LOT 131        | 8,437                   | 0.1937            |
| LOT 132        | 9,533                   | 0.2189            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 133        | 8,429                   | 0.1935            |
| LOT 134        | 6,938                   | 0.1593            |
| LOT 135        | 6,000                   | 0.1377            |
| LOT 136        | 6,000                   | 0.1377            |
| LOT 137        | 6,000                   | 0.1377            |
| LOT 138        | 6,000                   | 0.1377            |
| LOT 139        | 6,000                   | 0.1377            |
| LOT 140        | 6,000                   | 0.1377            |
| LOT 141        | 6,000                   | 0.1377            |
| LOT 142        | 6,000                   | 0.1377            |
| LOT 143        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 144        | 5,987                   | 0.1375            |
| LOT 145        | 6,000                   | 0.1377            |
| LOT 146        | 6,000                   | 0.1377            |
| LOT 147        | 6,000                   | 0.1377            |
| LOT 148        | 6,000                   | 0.1377            |
| LOT 149        | 6,000                   | 0.1377            |
| LOT 150        | 6,000                   | 0.1377            |
| LOT 151        | 6,000                   | 0.1377            |
| LOT 152        | 6,000                   | 0.1377            |
| LOT 153        | 6,000                   | 0.1377            |
| LOT 154        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 155        | 6,000                   | 0.1377            |
| LOT 156        | 6,000                   | 0.1377            |
| LOT 157        | 6,000                   | 0.1377            |
| LOT 158        | 6,196                   | 0.1422            |
| LOT 159        | 8,318                   | 0.1910            |
| LOT 160        | 9,533                   | 0.2189            |
| LOT 161        | 8,438                   | 0.1937            |
| LOT 162        | 6,020                   | 0.1382            |
| LOT 163        | 6,024                   | 0.1383            |
| LOT 164        | 6,710                   | 0.1540            |
| LOT 165        | 6,250                   | 0.1435            |

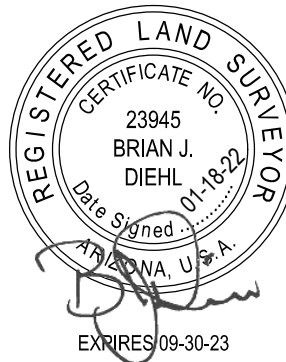


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 166        | 6,250                   | 0.1435            |
| LOT 167        | 6,250                   | 0.1435            |
| LOT 168        | 6,250                   | 0.1435            |
| LOT 169        | 6,250                   | 0.1435            |
| LOT 170        | 6,250                   | 0.1435            |
| LOT 171        | 6,250                   | 0.1435            |
| LOT 172        | 6,250                   | 0.1435            |
| LOT 173        | 6,250                   | 0.1435            |
| LOT 174        | 6,250                   | 0.1435            |
| LOT 175        | 6,250                   | 0.1435            |
| LOT 176        | 6,250                   | 0.1435            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 177        | 6,250                   | 0.1435            |
| LOT 178        | 7,263                   | 0.1667            |
| LOT 179        | 7,450                   | 0.1710            |
| LOT 180        | 6,250                   | 0.1435            |
| LOT 181        | 6,250                   | 0.1435            |
| LOT 182        | 6,250                   | 0.1435            |
| LOT 183        | 6,250                   | 0.1435            |
| LOT 184        | 6,250                   | 0.1435            |
| LOT 185        | 6,250                   | 0.1435            |
| LOT 186        | 6,250                   | 0.1435            |
| LOT 187        | 6,250                   | 0.1435            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 188        | 6,250                   | 0.1435            |
| LOT 189        | 6,118                   | 0.1404            |
| LOT 190        | 6,168                   | 0.1416            |
| LOT 191        | 6,168                   | 0.1416            |
| LOT 192        | 6,168                   | 0.1416            |
| LOT 193        | 6,168                   | 0.1416            |
| LOT 194        | 6,168                   | 0.1416            |
| LOT 195        | 6,168                   | 0.1416            |
| LOT 196        | 6,168                   | 0.1416            |
| LOT 197        | 6,168                   | 0.1416            |
| LOT 198        | 6,168                   | 0.1416            |

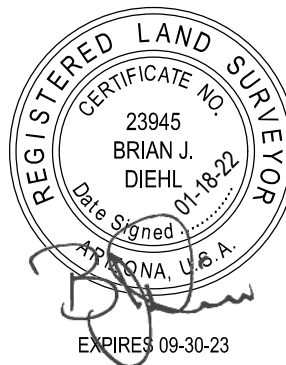


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 199        | 6,756                   | 0.1551            |
| LOT 200        | 6,168                   | 0.1416            |
| LOT 201        | 6,168                   | 0.1416            |
| LOT 202        | 6,168                   | 0.1416            |
| LOT 203        | 6,168                   | 0.1416            |
| LOT 204        | 6,168                   | 0.1416            |
| LOT 205        | 6,168                   | 0.1416            |
| LOT 206        | 6,168                   | 0.1416            |
| LOT 207        | 6,168                   | 0.1416            |
| LOT 208        | 6,168                   | 0.1416            |
| LOT 209        | 6,168                   | 0.1416            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 210        | 6,168                   | 0.1416            |
| LOT 211        | 6,168                   | 0.1416            |
| LOT 212        | 6,168                   | 0.1416            |
| LOT 213        | 6,744                   | 0.1548            |
| LOT 214        | 6,560                   | 0.1506            |
| LOT 215        | 6,000                   | 0.1377            |
| LOT 216        | 6,000                   | 0.1377            |
| LOT 217        | 6,000                   | 0.1377            |
| LOT 218        | 6,000                   | 0.1377            |
| LOT 219        | 6,000                   | 0.1377            |
| LOT 220        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 221        | 6,000                   | 0.1377            |
| LOT 222        | 6,000                   | 0.1377            |
| LOT 223        | 6,000                   | 0.1377            |
| LOT 224        | 6,000                   | 0.1377            |
| LOT 225        | 6,000                   | 0.1377            |
| LOT 226        | 6,000                   | 0.1377            |
| LOT 227        | 6,000                   | 0.1377            |
| LOT 228        | 6,572                   | 0.1509            |
| LOT 229        | 6,000                   | 0.1377            |
| LOT 230        | 6,000                   | 0.1377            |
| LOT 231        | 6,000                   | 0.1377            |

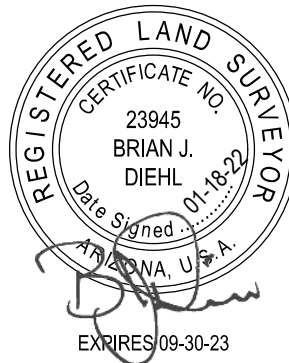


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 232        | 6,000                   | 0.1377            |
| LOT 233        | 6,000                   | 0.1377            |
| LOT 234        | 6,000                   | 0.1377            |
| LOT 235        | 6,000                   | 0.1377            |
| LOT 236        | 6,000                   | 0.1377            |
| LOT 237        | 6,000                   | 0.1377            |
| LOT 238        | 5,950                   | 0.1366            |
| LOT 239        | 5,950                   | 0.1366            |
| LOT 240        | 6,000                   | 0.1377            |
| LOT 241        | 6,000                   | 0.1377            |
| LOT 242        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 243        | 6,000                   | 0.1377            |
| LOT 244        | 6,000                   | 0.1377            |
| LOT 245        | 6,000                   | 0.1377            |
| LOT 246        | 6,000                   | 0.1377            |
| LOT 247        | 6,000                   | 0.1377            |
| LOT 248        | 6,000                   | 0.1377            |
| LOT 249        | 6,000                   | 0.1377            |
| LOT 250        | 5,951                   | 0.1366            |
| 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<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 254        | 6,000                   | 0.1377            |
| LOT 255        | 6,000                   | 0.1377            |
| LOT 256        | 6,000                   | 0.1377            |
| LOT 257        | 6,000                   | 0.1377            |
| LOT 258        | 6,000                   | 0.1377            |
| LOT 259        | 6,000                   | 0.1377            |
| LOT 260        | 6,000                   | 0.1377            |
| LOT 261        | 6,000                   | 0.1377            |
| LOT 262        | 6,000                   | 0.1377            |
| LOT 263        | 7,200                   | 0.1653            |
| LOT 264        | 7,150                   | 0.1641            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 265        | 5,125                   | 0.1177            |
| LOT 266        | 5,175                   | 0.1188            |
| LOT 267        | 5,175                   | 0.1188            |
| LOT 268        | 5,175                   | 0.1188            |
| LOT 269        | 5,175                   | 0.1188            |
| LOT 270        | 5,175                   | 0.1188            |
| LOT 271        | 5,175                   | 0.1188            |
| LOT 272        | 5,175                   | 0.1188            |
| LOT 273        | 5,175                   | 0.1188            |
| LOT 274        | 5,175                   | 0.1188            |
| LOT 275        | 5,175                   | 0.1188            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 276        | 5,175                   | 0.1188            |
| LOT 277        | 5,175                   | 0.1188            |
| LOT 278        | 5,175                   | 0.1188            |
| LOT 279        | 5,175                   | 0.1188            |
| LOT 280        | 5,175                   | 0.1188            |
| LOT 281        | 5,701                   | 0.1309            |
| LOT 282        | 5,750                   | 0.1320            |
| LOT 283        | 5,175                   | 0.1188            |
| LOT 284        | 5,175                   | 0.1188            |
| LOT 285        | 5,175                   | 0.1188            |
| LOT 286        | 5,175                   | 0.1188            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 287        | 5,175                   | 0.1188            |
| LOT 288        | 5,175                   | 0.1188            |
| LOT 289        | 5,175                   | 0.1188            |
| LOT 290        | 5,175                   | 0.1188            |
| LOT 291        | 5,175                   | 0.1188            |
| LOT 292        | 5,175                   | 0.1188            |
| LOT 293        | 5,700                   | 0.1309            |
| LOT 294        | 6,000                   | 0.1377            |
| LOT 295        | 6,000                   | 0.1377            |
| LOT 296        | 6,000                   | 0.1377            |
| LOT 297        | 6,000                   | 0.1377            |

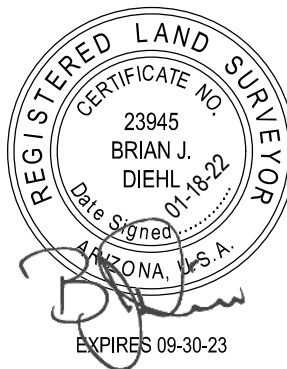


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 298        | 6,000                   | 0.1377            |
| LOT 299        | 6,000                   | 0.1377            |
| LOT 300        | 5,400                   | 0.1240            |
| LOT 301        | 5,396                   | 0.1239            |
| LOT 302        | 7,147                   | 0.1641            |
| LOT 303        | 8,276                   | 0.1900            |
| LOT 304        | 8,481                   | 0.1947            |
| LOT 305        | 5,369                   | 0.1233            |
| LOT 306        | 5,400                   | 0.1240            |
| LOT 307        | 5,400                   | 0.1240            |
| LOT 308        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 309        | 5,400                   | 0.1240            |
| LOT 310        | 5,400                   | 0.1240            |
| LOT 311        | 5,400                   | 0.1240            |
| LOT 312        | 5,400                   | 0.1240            |
| LOT 313        | 5,400                   | 0.1240            |
| LOT 314        | 5,400                   | 0.1240            |
| LOT 315        | 5,400                   | 0.1240            |
| LOT 316        | 5,400                   | 0.1240            |
| LOT 317        | 5,400                   | 0.1240            |
| LOT 318        | 5,400                   | 0.1240            |
| LOT 319        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 320        | 5,400                   | 0.1240            |
| LOT 321        | 5,400                   | 0.1240            |
| LOT 322        | 5,400                   | 0.1240            |
| LOT 323        | 5,400                   | 0.1240            |
| LOT 324        | 5,400                   | 0.1240            |
| LOT 325        | 5,400                   | 0.1240            |
| LOT 326        | 5,400                   | 0.1240            |
| LOT 327        | 5,400                   | 0.1240            |
| LOT 328        | 5,400                   | 0.1240            |
| LOT 329        | 5,400                   | 0.1240            |
| LOT 330        | 5,400                   | 0.1240            |

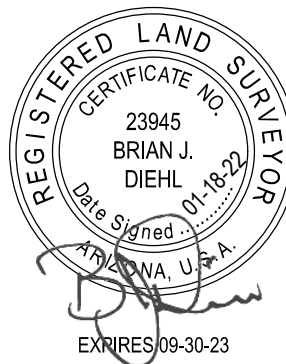


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 331        | 5,400                   | 0.1240            |
| LOT 332        | 5,379                   | 0.1235            |
| LOT 333        | 8,021                   | 0.1841            |
| LOT 334        | 10,494                  | 0.2409            |
| LOT 335        | 7,929                   | 0.1820            |
| LOT 336        | 5,381                   | 0.1235            |
| LOT 337        | 5,400                   | 0.1240            |
| LOT 338        | 5,400                   | 0.1240            |
| LOT 339        | 5,400                   | 0.1240            |
| LOT 340        | 5,400                   | 0.1240            |
| LOT 341        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 342        | 5,400                   | 0.1240            |
| LOT 343        | 5,400                   | 0.1240            |
| LOT 344        | 5,400                   | 0.1240            |
| LOT 345        | 5,400                   | 0.1240            |
| TOTAL          | 2,417,635               | 55.5013           |

| AREA TABLE          |                  |            |
|---------------------|------------------|------------|
|                     | AREA SQUARE FEET | AREA ACRES |
| BOUNDARY            | 5,388,988        | 123.7141   |
| RIGHT-OF-WAY        | 1,132,751        | 26.0044    |
| TRACT EE EXCEPTION  | 3,600            | 0.0826     |
| YERINGTON EXCEPTION | 534,735          | 12.2758    |



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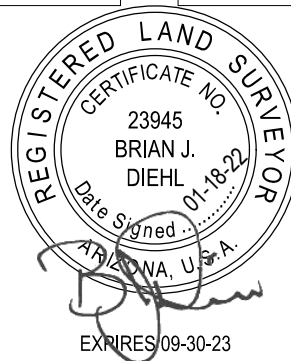
## TRACT AREA TABLE

| TRACT NO. | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
|-----------|---------------------------|---------------------|
| TRACT A   | 30,685                    | 0.7044              |
| TRACT AA  | 2,049                     | 0.0470              |
| TRACT B   | 5,394                     | 0.1238              |
| TRACT BB  | 2,050                     | 0.0471              |
| TRACT C   | 65,046                    | 1.4932              |
| TRACT CC  | 12,173                    | 0.2795              |
| TRACT D   | 10,400                    | 0.2388              |
| TRACT DD  | 2,050                     | 0.0471              |
| TRACT E   | 28,296                    | 0.6496              |
| TRACT F   | 3,526                     | 0.0809              |
| TRACT FF  | 21,511                    | 0.4938              |
| TRACT G   | 21,895                    | 0.5026              |

## TRACT AREA TABLE

| TRACT NO. | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
|-----------|---------------------------|---------------------|
| TRACT H   | 30,799                    | 0.7070              |
| TRACT HH  | 43,828                    | 1.0061              |
| TRACT I   | 2,300                     | 0.0528              |
| TRACT II  | 387,859                   | 8.9040              |
| TRACT J   | 57,904                    | 1.3293              |
| TRACT JJ  | 5,374                     | 0.1234              |
| TRACT K   | 277,737                   | 6.3760              |
| TRACT KK  | 10,620                    | 0.2438              |
| TRACT L   | 2,660                     | 0.0611              |
| TRACT LL  | 16,354                    | 0.3754              |
| TRACT M   | 2,530                     | 0.0581              |
| TRACT MM  | 4,800                     | 0.1102              |

**WOOD  
PATEL**



## EXHIBIT "A"

ALAMAR - PHASE 3  
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| TRACT AREA TABLE |                           |                     |
|------------------|---------------------------|---------------------|
| TRACT NO.        | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
| TRACT N          | 19,975                    | 0.4586              |
| TRACT NN         | 26,969                    | 0.6191              |
| TRACT O          | 2,570                     | 0.0590              |
| TRACT OO         | 2,115                     | 0.0485              |
| TRACT P          | 3,390                     | 0.0778              |
| TRACT PP         | 3,708                     | 0.0851              |
| TRACT Q          | 2,320                     | 0.0533              |
| TRACT QQ         | 909                       | 0.0209              |
| TRACT R          | 22,997                    | 0.5279              |
| TRACT RR         | 8,541                     | 0.1961              |
| TRACT S          | 2,300                     | 0.0528              |
| TRACT SS         | 4,595                     | 0.1055              |

| TRACT AREA TABLE |                           |                     |
|------------------|---------------------------|---------------------|
| TRACT NO.        | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
| TRACT T          | 1,140                     | 0.0262              |
| TRACT TT         | 526                       | 0.0121              |
| TRACT U          | 21,503                    | 0.4936              |
| TRACT UU         | 61,311                    | 1.4075              |
| TRACT V          | 26,369                    | 0.6053              |
| TRACT W          | 28,500                    | 0.6543              |
| TRACT X          | 2,133                     | 0.0490              |
| TRACT Y          | 2,699                     | 0.0620              |
| TRACT Z          | 2,357                     | 0.0541              |
| TOTAL            | 1,297,142                 | 29.7783             |

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## EXHIBIT "A"

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## **RESOLUTION 1023-0422**

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. 33 – ALAMAR III; 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 1023-0422 declaring its intent to form the City of Avondale Maintenance Improvement District No. 33 – Alamar III; 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. 33 – Alamar III (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 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 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,  
April 4, 2022.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Nicholle Harris, City Attorney

EXHIBIT A  
TO  
RESOLUTION 1023-0422

[Legal Description and Map of Assessment District]

See following pages.

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

Revised January 18, 2022  
Revised November 3, 2021  
August 30, 2021  
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**LEGAL DESCRIPTION AND ASSESSMENT DIAGRAM**  
**Alamar - Phase 3**  
**Maintenance Improvement District No. 33**

Tract RR, Alamar-Phase 1, recorded in Book 1462, page 24, Maricopa County Records (MCR), and a parcel of land lying within Sections 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the west quarter corner of said Section 25, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, from which the northwest corner of said Section 25, a 3-inch Maricopa County Department of Transportation, (MCDOT), brass cap in handhole, bears North 00°07'07" East (basis of bearing), a distance of 2615.86 feet;

**THENCE** along the west line of the northwest quarter of said Section 25, North 00°07'07" East, a distance of 688.13 feet, to the southerly line of Alamar – Phase 2 recorded in Book 1537, page 35, MCR and the **POINT OF BEGINNING**;

**THENCE** leaving said west line, along said southerly line, South 89°52'53" East, a distance of 40.00 feet;

**THENCE** South 00°07'07" West, a distance of 588.35 feet;

**THENCE** South 89°34'11" East, a distance of 2607.07 feet, to the southwest corner of said Tract RR;

**THENCE** leaving said southerly line, along the west line of said Tract RR, North 00°00'00" West, a distance of 208.47 feet, to the beginning of a curve;

**THENCE** northerly along said curve to the left, having a radius of 520.00 feet, concave westerly, through a central angle of 19°09'56", a distance of 173.94 feet, to the curves end;

**THENCE** North 19°09'56" West, a distance of 151.76 feet, to the northwest corner of said Tract RR;

**THENCE** leaving said west line, along the north line of said Tract RR, North 70°50'04" East, a distance of 80.00 feet, to the northeast corner of said Tract RR;

**THENCE** leaving said north line, along the east line of said Tract RR, South 19°09'56" East, a distance of 151.76 feet, to the beginning of a curve;

**THENCE** southerly along said curve to the right, having a radius of 600.00 feet, concave westerly, through a central angle of 19°09'56", a distance of 200.70 feet, to the curves end;

**THENCE** South 00°00'00" East, a distance of 209.07 feet, to the southeast corner of said Tract RR and said north line of the south 100 feet of the north half of Section 25;

**THENCE** leaving said east line, along said north line, South 89°34'11" East, a distance of 1191.50 feet, to the east line of the southwest quarter of the northeast quarter of said Section 25;

**THENCE** leaving said north line, along said east line, South 00°05'32" West, a distance of 100.00 feet, to the southeast corner of said southwest quarter of the northeast quarter;

**Legal Description and Assessment Diagram  
Alamar – Phase 3  
Maintenance Improvement District No. 33**

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**THENCE** leaving said east line, along the east line of the northwest quarter of the southeast quarter of said Section 25, South 00°05'36" West, a distance of 1146.52 feet, to the northeast corner of the south half of the south half of the south half of said northwest quarter of said southeast quarter;

**THENCE** leaving said east line, along the north line of said south half of the south half of said northwest quarter of the southeast quarter, North 89°32'04" West, a distance of 1306.23 feet, to the northwest corner of said south half of the south half of said northwest quarter of the southeast quarter and the east line of the northeast quarter of the southwest quarter of said Section 25;

**THENCE** leaving said north line, along said east line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of said northeast quarter of the southwest quarter;

**THENCE** leaving said east line, along the south line of said northeast quarter of the southwest quarter and along the south line of the northwest quarter of the southwest quarter of said Section 25, North 89°32'03" West, a distance of 1514.07 feet;

**THENCE** leaving said south line, North 00°27'57" East, a distance of 8.00 feet;

**THENCE** North 89°32'03" West, a distance of 64.19 feet;

**THENCE** North 72°36'39" West, a distance of 199.25 feet, to the west line of the east 28 rods of said northwest quarter of the southwest quarter and the north line of the south 66 feet of said northwest quarter of the southwest quarter;

**THENCE** leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said northwest quarter of the southwest quarter;

**THENCE** leaving said north line, along the north line of the south 66 feet of the northeast quarter of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 40.00 feet, to the west line of the east 40 feet of said southeast quarter;

**THENCE** leaving said north line, along said west line, North 00°07'00" East, a distance of 1241.74 feet, to the south line of the northeast quarter of said Section 26;

**THENCE** leaving said south line, along the west line of the east 40 feet of said northeast quarter, North 00°07'07" East, a distance of 688.13 feet, to said southerly line;

**THENCE** leaving said west line, along said southerly line, South 89°52'53" East, a distance of 40.00 feet, to the **POINT OF BEGINNING**.

**EXCEPT** the following property described in Document 2017-0704314, Maricopa County Records (MCR):

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

**EXCEPT** the northerly 40.00 feet and the westerly 55.00 feet

**ALSO EXCEPT** the following property described in Document 2017-0799341, Maricopa County Records (MCR):

The westerly 15.00 feet and northerly 40.0 feet of easterly 800.07 feet of westerly 840.07 feet of northerly 668.35 feet of northwest quarter southwest quarter section 25, township 1 north, range

**Legal Description and Assessment Diagram  
Alamar – Phase 3  
Maintenance Improvement District No. 33**

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1 west, of the Gila and Salt River base and meridian, Maricopa County, Arizona.

**ALSO EXCEPT**

A parcel of land lying within Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the southwest corner of said Section 25, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, from which the west quarter corner of said section, a 3-inch MCHD brass cap in handhole, bears North 00°07'00" East (basis of bearing), a distance of 2615.17 feet;

**THENCE** along the west line of said section, North 00°07'00" East, a distance of 1373.40 feet, to the north line of the south 66 feet of the northwest quarter of the southwest quarter of said section;

**THENCE** leaving said west line, along said north line, South 89°32'03" East, a distance of 40.00 feet, to the east line of the west 40 feet of said section;

**THENCE** leaving said north line, along said east line, North 00°07'00" East, a distance of 172.52 feet;

**THENCE** leaving said east line, South 89°53'00" East, a distance of 18.00 feet, to the **POINT OF BEGINNING**;

**THENCE** North 00°07'00" East, a distance of 60.00 feet;

**THENCE** South 89°53'00" East, a distance of 60.00 feet;

**THENCE** South 00°07'00" West, a distance of 60.00 feet;

**THENCE** North 89°53'00" West, a distance of 60.00 feet, to the **POINT OF BEGINNING**;

Containing 4,850,653 square feet or 111.3557 acres, more or less.

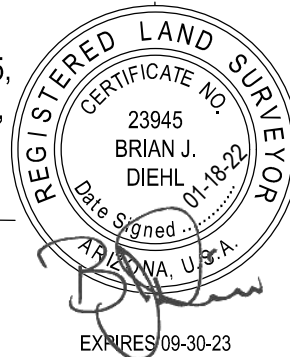
Subject to existing rights-of-way and easements.

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.

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ALAMAR - PHASE 3  
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| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L1         | S89°52'53"E | 40.00'    |
| L2         | S00°07'07"W | 588.35'   |
| L3         | N00°00'00"E | 208.47'   |
| L4         | N19°09'56"W | 151.76'   |
| L5         | N70°50'04"E | 80.00'    |
| L6         | S19°09'56"E | 151.76'   |
| L7         | S00°00'00"E | 209.07'   |
| L8         | S89°34'11"E | 1,191.50' |
| L9         | S00°05'32"W | 100.00'   |
| L10        | S00°05'54"W | 163.67'   |

| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L11        | N00°27'57"E | 8.00'     |
| L12        | N89°32'03"W | 64.19'    |
| L13        | N72°36'39"W | 199.25'   |
| L14        | N89°32'03"W | 844.44'   |
| L15        | N89°51'06"W | 40.00'    |
| L16        | N00°07'00"E | 1,241.74' |
| L17        | N00°07'07"E | 688.13'   |
| L18        | S89°52'53"E | 40.00'    |
| L19        | S89°34'11"W | 800.08'   |
| L20        | S00°07'00"W | 668.36'   |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L21        | N89°34'11"W | 800.08'  |
| L22        | N00°07'00"E | 668.36'  |
| L23        | S89°53'00"E | 60.00'   |
| L24        | S00°07'00"W | 60.00'   |
| L25        | S89°53'00"E | 60.00'   |
| L26        | S00°07'00"W | 60.00'   |

| CURVE TABLE |           |         |         |
|-------------|-----------|---------|---------|
| CURVE       | DELTA     | RADIUS  | ARC     |
| C1          | 19°09'56" | 520.00' | 173.94' |
| C2          | 19°09'56" | 600.00' | 200.70' |

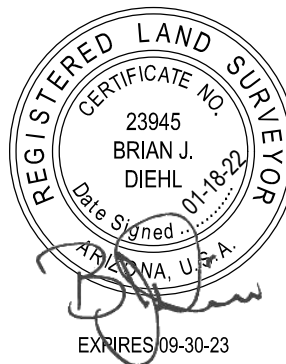


**EXHIBIT "A"**  
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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 1          | 9,318                   | 0.2139            |
| LOT 2          | 9,345                   | 0.2145            |
| LOT 3          | 9,372                   | 0.2151            |
| LOT 4          | 9,399                   | 0.2158            |
| LOT 5          | 9,383                   | 0.2154            |
| LOT 6          | 24,464                  | 0.5616            |
| LOT 7          | 10,263                  | 0.2356            |
| LOT 8          | 9,405                   | 0.2159            |
| LOT 9          | 9,405                   | 0.2159            |
| LOT 10         | 9,405                   | 0.2159            |
| LOT 11         | 9,405                   | 0.2159            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 12         | 9,405                   | 0.2159            |
| LOT 13         | 9,405                   | 0.2159            |
| LOT 14         | 9,405                   | 0.2159            |
| LOT 15         | 9,405                   | 0.2159            |
| LOT 16         | 9,405                   | 0.2159            |
| LOT 17         | 9,405                   | 0.2159            |
| LOT 18         | 9,345                   | 0.2145            |
| LOT 19         | 16,523                  | 0.3793            |
| LOT 20         | 14,631                  | 0.3359            |
| LOT 21         | 9,800                   | 0.2250            |
| LOT 22         | 9,800                   | 0.2250            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 23         | 9,800                   | 0.2250            |
| LOT 24         | 9,712                   | 0.2230            |
| LOT 25         | 9,737                   | 0.2235            |
| LOT 26         | 9,100                   | 0.2089            |
| LOT 27         | 9,100                   | 0.2089            |
| LOT 28         | 9,100                   | 0.2089            |
| LOT 29         | 9,100                   | 0.2089            |
| LOT 30         | 9,100                   | 0.2089            |
| LOT 31         | 9,100                   | 0.2089            |
| LOT 32         | 9,100                   | 0.2089            |
| LOT 33         | 9,700                   | 0.2227            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 34         | 9,700                   | 0.2227            |
| 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         | 9,100                   | 0.2089            |
| LOT 40         | 9,100                   | 0.2089            |
| LOT 41         | 9,100                   | 0.2089            |
| LOT 42         | 9,738                   | 0.2235            |
| LOT 43         | 9,400                   | 0.2158            |
| LOT 44         | 9,450                   | 0.2169            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 45         | 9,450                   | 0.2169            |
| LOT 46         | 9,100                   | 0.2089            |
| LOT 47         | 9,100                   | 0.2089            |
| LOT 48         | 9,100                   | 0.2089            |
| LOT 49         | 9,100                   | 0.2089            |
| LOT 50         | 9,450                   | 0.2169            |
| LOT 51         | 9,450                   | 0.2169            |
| LOT 52         | 9,450                   | 0.2169            |
| LOT 53         | 9,400                   | 0.2158            |
| LOT 54         | 7,320                   | 0.1680            |
| LOT 55         | 7,313                   | 0.1679            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 56         | 10,761                  | 0.2470            |
| LOT 57         | 15,020                  | 0.3448            |
| LOT 58         | 8,977                   | 0.2061            |
| LOT 59         | 7,335                   | 0.1684            |
| LOT 60         | 7,204                   | 0.1654            |
| LOT 61         | 7,206                   | 0.1654            |
| LOT 62         | 7,208                   | 0.1655            |
| LOT 63         | 7,211                   | 0.1655            |
| LOT 64         | 7,350                   | 0.1687            |
| LOT 65         | 8,401                   | 0.1929            |
| LOT 66         | 8,106                   | 0.1861            |

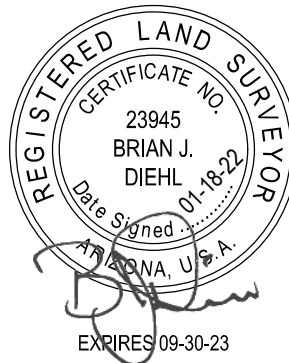


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 67         | 9,210                   | 0.2114            |
| LOT 68         | 7,980                   | 0.1832            |
| LOT 69         | 8,859                   | 0.2034            |
| LOT 70         | 8,559                   | 0.1965            |
| LOT 71         | 7,680                   | 0.1763            |
| LOT 72         | 8,910                   | 0.2045            |
| LOT 73         | 7,690                   | 0.1765            |
| LOT 74         | 7,701                   | 0.1768            |
| LOT 75         | 7,881                   | 0.1809            |
| LOT 76         | 7,381                   | 0.1694            |
| LOT 77         | 7,451                   | 0.1711            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 78         | 7,211                   | 0.1656            |
| LOT 79         | 7,211                   | 0.1656            |
| LOT 80         | 7,211                   | 0.1656            |
| LOT 81         | 7,211                   | 0.1656            |
| LOT 82         | 7,211                   | 0.1656            |
| LOT 83         | 7,211                   | 0.1656            |
| LOT 84         | 7,211                   | 0.1656            |
| LOT 85         | 7,211                   | 0.1656            |
| LOT 86         | 7,320                   | 0.1680            |
| LOT 87         | 7,320                   | 0.1680            |
| LOT 88         | 7,320                   | 0.1680            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 89         | 7,320                   | 0.1680            |
| LOT 90         | 7,500                   | 0.1722            |
| LOT 91         | 7,500                   | 0.1722            |
| LOT 92         | 7,500                   | 0.1722            |
| LOT 93         | 7,500                   | 0.1722            |
| LOT 94         | 7,320                   | 0.1680            |
| LOT 95         | 7,320                   | 0.1680            |
| LOT 96         | 7,320                   | 0.1680            |
| LOT 97         | 7,500                   | 0.1722            |
| LOT 98         | 8,147                   | 0.1870            |
| LOT 99         | 16,207                  | 0.3721            |

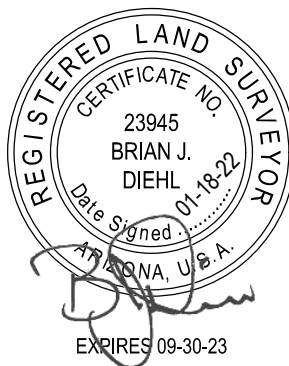


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 100        | 13,967                  | 0.3206            |
| LOT 101        | 8,572                   | 0.1968            |
| LOT 102        | 8,559                   | 0.1965            |
| LOT 103        | 8,561                   | 0.1965            |
| LOT 104        | 8,609                   | 0.1976            |
| LOT 105        | 8,605                   | 0.1975            |
| LOT 106        | 8,509                   | 0.1953            |
| LOT 107        | 8,369                   | 0.1921            |
| LOT 108        | 7,648                   | 0.1756            |
| LOT 109        | 7,770                   | 0.1784            |
| LOT 110        | 7,861                   | 0.1805            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 111        | 7,861                   | 0.1805            |
| LOT 112        | 7,809                   | 0.1793            |
| LOT 113        | 7,811                   | 0.1793            |
| LOT 114        | 7,859                   | 0.1804            |
| LOT 115        | 7,855                   | 0.1803            |
| LOT 116        | 7,759                   | 0.1781            |
| LOT 117        | 7,643                   | 0.1754            |
| LOT 118        | 7,605                   | 0.1746            |
| LOT 119        | 7,704                   | 0.1769            |
| LOT 120        | 7,795                   | 0.1789            |
| LOT 121        | 7,794                   | 0.1789            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 122        | 7,742                   | 0.1777            |
| LOT 123        | 6,504                   | 0.1493            |
| LOT 124        | 6,505                   | 0.1493            |
| LOT 125        | 6,460                   | 0.1483            |
| LOT 126        | 6,010                   | 0.1380            |
| LOT 127        | 6,010                   | 0.1380            |
| LOT 128        | 6,010                   | 0.1380            |
| LOT 129        | 6,010                   | 0.1380            |
| LOT 130        | 6,204                   | 0.1424            |
| LOT 131        | 8,437                   | 0.1937            |
| LOT 132        | 9,533                   | 0.2189            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 133        | 8,429                   | 0.1935            |
| LOT 134        | 6,938                   | 0.1593            |
| LOT 135        | 6,000                   | 0.1377            |
| LOT 136        | 6,000                   | 0.1377            |
| LOT 137        | 6,000                   | 0.1377            |
| LOT 138        | 6,000                   | 0.1377            |
| LOT 139        | 6,000                   | 0.1377            |
| LOT 140        | 6,000                   | 0.1377            |
| LOT 141        | 6,000                   | 0.1377            |
| LOT 142        | 6,000                   | 0.1377            |
| LOT 143        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 144        | 5,987                   | 0.1375            |
| LOT 145        | 6,000                   | 0.1377            |
| LOT 146        | 6,000                   | 0.1377            |
| LOT 147        | 6,000                   | 0.1377            |
| LOT 148        | 6,000                   | 0.1377            |
| LOT 149        | 6,000                   | 0.1377            |
| LOT 150        | 6,000                   | 0.1377            |
| LOT 151        | 6,000                   | 0.1377            |
| LOT 152        | 6,000                   | 0.1377            |
| LOT 153        | 6,000                   | 0.1377            |
| LOT 154        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 155        | 6,000                   | 0.1377            |
| LOT 156        | 6,000                   | 0.1377            |
| LOT 157        | 6,000                   | 0.1377            |
| LOT 158        | 6,196                   | 0.1422            |
| LOT 159        | 8,318                   | 0.1910            |
| LOT 160        | 9,533                   | 0.2189            |
| LOT 161        | 8,438                   | 0.1937            |
| LOT 162        | 6,020                   | 0.1382            |
| LOT 163        | 6,024                   | 0.1383            |
| LOT 164        | 6,710                   | 0.1540            |
| LOT 165        | 6,250                   | 0.1435            |

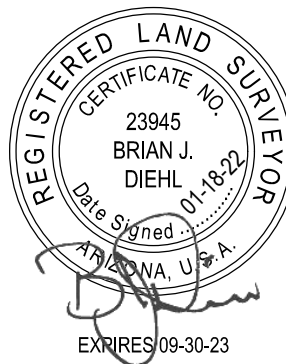


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 166        | 6,250                   | 0.1435            |
| LOT 167        | 6,250                   | 0.1435            |
| LOT 168        | 6,250                   | 0.1435            |
| LOT 169        | 6,250                   | 0.1435            |
| LOT 170        | 6,250                   | 0.1435            |
| LOT 171        | 6,250                   | 0.1435            |
| LOT 172        | 6,250                   | 0.1435            |
| LOT 173        | 6,250                   | 0.1435            |
| LOT 174        | 6,250                   | 0.1435            |
| LOT 175        | 6,250                   | 0.1435            |
| LOT 176        | 6,250                   | 0.1435            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 177        | 6,250                   | 0.1435            |
| LOT 178        | 7,263                   | 0.1667            |
| LOT 179        | 7,450                   | 0.1710            |
| LOT 180        | 6,250                   | 0.1435            |
| LOT 181        | 6,250                   | 0.1435            |
| LOT 182        | 6,250                   | 0.1435            |
| LOT 183        | 6,250                   | 0.1435            |
| LOT 184        | 6,250                   | 0.1435            |
| LOT 185        | 6,250                   | 0.1435            |
| LOT 186        | 6,250                   | 0.1435            |
| LOT 187        | 6,250                   | 0.1435            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 188        | 6,250                   | 0.1435            |
| LOT 189        | 6,118                   | 0.1404            |
| LOT 190        | 6,168                   | 0.1416            |
| LOT 191        | 6,168                   | 0.1416            |
| LOT 192        | 6,168                   | 0.1416            |
| LOT 193        | 6,168                   | 0.1416            |
| LOT 194        | 6,168                   | 0.1416            |
| LOT 195        | 6,168                   | 0.1416            |
| LOT 196        | 6,168                   | 0.1416            |
| LOT 197        | 6,168                   | 0.1416            |
| LOT 198        | 6,168                   | 0.1416            |



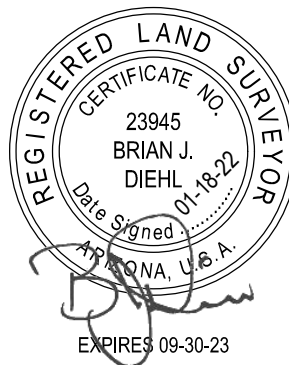
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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 199        | 6,756                   | 0.1551            |
| LOT 200        | 6,168                   | 0.1416            |
| LOT 201        | 6,168                   | 0.1416            |
| LOT 202        | 6,168                   | 0.1416            |
| LOT 203        | 6,168                   | 0.1416            |
| LOT 204        | 6,168                   | 0.1416            |
| LOT 205        | 6,168                   | 0.1416            |
| LOT 206        | 6,168                   | 0.1416            |
| LOT 207        | 6,168                   | 0.1416            |
| LOT 208        | 6,168                   | 0.1416            |
| LOT 209        | 6,168                   | 0.1416            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 210        | 6,168                   | 0.1416            |
| LOT 211        | 6,168                   | 0.1416            |
| LOT 212        | 6,168                   | 0.1416            |
| LOT 213        | 6,744                   | 0.1548            |
| LOT 214        | 6,560                   | 0.1506            |
| LOT 215        | 6,000                   | 0.1377            |
| LOT 216        | 6,000                   | 0.1377            |
| LOT 217        | 6,000                   | 0.1377            |
| LOT 218        | 6,000                   | 0.1377            |
| LOT 219        | 6,000                   | 0.1377            |
| LOT 220        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 221        | 6,000                   | 0.1377            |
| LOT 222        | 6,000                   | 0.1377            |
| LOT 223        | 6,000                   | 0.1377            |
| LOT 224        | 6,000                   | 0.1377            |
| LOT 225        | 6,000                   | 0.1377            |
| LOT 226        | 6,000                   | 0.1377            |
| LOT 227        | 6,000                   | 0.1377            |
| LOT 228        | 6,572                   | 0.1509            |
| LOT 229        | 6,000                   | 0.1377            |
| LOT 230        | 6,000                   | 0.1377            |
| LOT 231        | 6,000                   | 0.1377            |

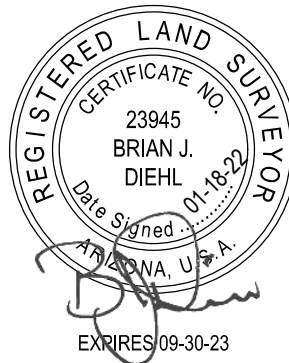


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 232        | 6,000                   | 0.1377            |
| LOT 233        | 6,000                   | 0.1377            |
| LOT 234        | 6,000                   | 0.1377            |
| LOT 235        | 6,000                   | 0.1377            |
| LOT 236        | 6,000                   | 0.1377            |
| LOT 237        | 6,000                   | 0.1377            |
| LOT 238        | 5,950                   | 0.1366            |
| LOT 239        | 5,950                   | 0.1366            |
| LOT 240        | 6,000                   | 0.1377            |
| LOT 241        | 6,000                   | 0.1377            |
| LOT 242        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 243        | 6,000                   | 0.1377            |
| LOT 244        | 6,000                   | 0.1377            |
| LOT 245        | 6,000                   | 0.1377            |
| LOT 246        | 6,000                   | 0.1377            |
| LOT 247        | 6,000                   | 0.1377            |
| LOT 248        | 6,000                   | 0.1377            |
| LOT 249        | 6,000                   | 0.1377            |
| LOT 250        | 5,951                   | 0.1366            |
| 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<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 254        | 6,000                   | 0.1377            |
| LOT 255        | 6,000                   | 0.1377            |
| LOT 256        | 6,000                   | 0.1377            |
| LOT 257        | 6,000                   | 0.1377            |
| LOT 258        | 6,000                   | 0.1377            |
| LOT 259        | 6,000                   | 0.1377            |
| LOT 260        | 6,000                   | 0.1377            |
| LOT 261        | 6,000                   | 0.1377            |
| LOT 262        | 6,000                   | 0.1377            |
| LOT 263        | 7,200                   | 0.1653            |
| LOT 264        | 7,150                   | 0.1641            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 265        | 5,125                   | 0.1177            |
| LOT 266        | 5,175                   | 0.1188            |
| LOT 267        | 5,175                   | 0.1188            |
| LOT 268        | 5,175                   | 0.1188            |
| LOT 269        | 5,175                   | 0.1188            |
| LOT 270        | 5,175                   | 0.1188            |
| LOT 271        | 5,175                   | 0.1188            |
| LOT 272        | 5,175                   | 0.1188            |
| LOT 273        | 5,175                   | 0.1188            |
| LOT 274        | 5,175                   | 0.1188            |
| LOT 275        | 5,175                   | 0.1188            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 276        | 5,175                   | 0.1188            |
| LOT 277        | 5,175                   | 0.1188            |
| LOT 278        | 5,175                   | 0.1188            |
| LOT 279        | 5,175                   | 0.1188            |
| LOT 280        | 5,175                   | 0.1188            |
| LOT 281        | 5,701                   | 0.1309            |
| LOT 282        | 5,750                   | 0.1320            |
| LOT 283        | 5,175                   | 0.1188            |
| LOT 284        | 5,175                   | 0.1188            |
| LOT 285        | 5,175                   | 0.1188            |
| LOT 286        | 5,175                   | 0.1188            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 287        | 5,175                   | 0.1188            |
| LOT 288        | 5,175                   | 0.1188            |
| LOT 289        | 5,175                   | 0.1188            |
| LOT 290        | 5,175                   | 0.1188            |
| LOT 291        | 5,175                   | 0.1188            |
| LOT 292        | 5,175                   | 0.1188            |
| LOT 293        | 5,700                   | 0.1309            |
| LOT 294        | 6,000                   | 0.1377            |
| LOT 295        | 6,000                   | 0.1377            |
| LOT 296        | 6,000                   | 0.1377            |
| LOT 297        | 6,000                   | 0.1377            |

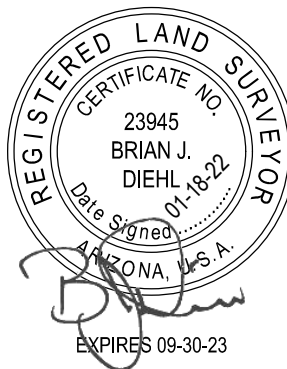


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 298        | 6,000                   | 0.1377            |
| LOT 299        | 6,000                   | 0.1377            |
| LOT 300        | 5,400                   | 0.1240            |
| LOT 301        | 5,396                   | 0.1239            |
| LOT 302        | 7,147                   | 0.1641            |
| LOT 303        | 8,276                   | 0.1900            |
| LOT 304        | 8,481                   | 0.1947            |
| LOT 305        | 5,369                   | 0.1233            |
| LOT 306        | 5,400                   | 0.1240            |
| LOT 307        | 5,400                   | 0.1240            |
| LOT 308        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 309        | 5,400                   | 0.1240            |
| LOT 310        | 5,400                   | 0.1240            |
| LOT 311        | 5,400                   | 0.1240            |
| LOT 312        | 5,400                   | 0.1240            |
| LOT 313        | 5,400                   | 0.1240            |
| LOT 314        | 5,400                   | 0.1240            |
| LOT 315        | 5,400                   | 0.1240            |
| LOT 316        | 5,400                   | 0.1240            |
| LOT 317        | 5,400                   | 0.1240            |
| LOT 318        | 5,400                   | 0.1240            |
| LOT 319        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 320        | 5,400                   | 0.1240            |
| LOT 321        | 5,400                   | 0.1240            |
| LOT 322        | 5,400                   | 0.1240            |
| LOT 323        | 5,400                   | 0.1240            |
| LOT 324        | 5,400                   | 0.1240            |
| LOT 325        | 5,400                   | 0.1240            |
| LOT 326        | 5,400                   | 0.1240            |
| LOT 327        | 5,400                   | 0.1240            |
| LOT 328        | 5,400                   | 0.1240            |
| LOT 329        | 5,400                   | 0.1240            |
| LOT 330        | 5,400                   | 0.1240            |

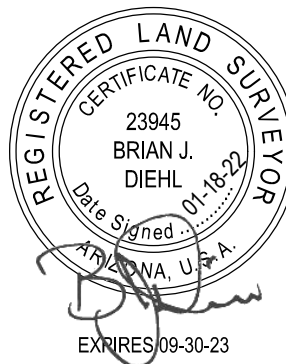


**EXHIBIT "A"**  
 ALAMAR - PHASE 3  
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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 331        | 5,400                   | 0.1240            |
| LOT 332        | 5,379                   | 0.1235            |
| LOT 333        | 8,021                   | 0.1841            |
| LOT 334        | 10,494                  | 0.2409            |
| LOT 335        | 7,929                   | 0.1820            |
| LOT 336        | 5,381                   | 0.1235            |
| LOT 337        | 5,400                   | 0.1240            |
| LOT 338        | 5,400                   | 0.1240            |
| LOT 339        | 5,400                   | 0.1240            |
| LOT 340        | 5,400                   | 0.1240            |
| LOT 341        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 342        | 5,400                   | 0.1240            |
| LOT 343        | 5,400                   | 0.1240            |
| LOT 344        | 5,400                   | 0.1240            |
| LOT 345        | 5,400                   | 0.1240            |
| TOTAL          | 2,417,635               | 55.5013           |

| AREA TABLE          |                  |            |
|---------------------|------------------|------------|
|                     | AREA SQUARE FEET | AREA ACRES |
| BOUNDARY            | 5,388,988        | 123.7141   |
| RIGHT-OF-WAY        | 1,132,751        | 26.0044    |
| TRACT EE EXCEPTION  | 3,600            | 0.0826     |
| YERINGTON EXCEPTION | 534,735          | 12.2758    |



**EXHIBIT "A"**  
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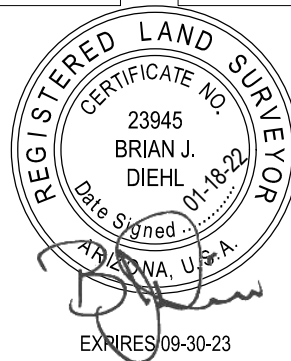
## TRACT AREA TABLE

| TRACT NO. | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
|-----------|---------------------------|---------------------|
| TRACT A   | 30,685                    | 0.7044              |
| TRACT AA  | 2,049                     | 0.0470              |
| TRACT B   | 5,394                     | 0.1238              |
| TRACT BB  | 2,050                     | 0.0471              |
| TRACT C   | 65,046                    | 1.4932              |
| TRACT CC  | 12,173                    | 0.2795              |
| TRACT D   | 10,400                    | 0.2388              |
| TRACT DD  | 2,050                     | 0.0471              |
| TRACT E   | 28,296                    | 0.6496              |
| TRACT F   | 3,526                     | 0.0809              |
| TRACT FF  | 21,511                    | 0.4938              |
| TRACT G   | 21,895                    | 0.5026              |

## TRACT AREA TABLE

| TRACT NO. | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
|-----------|---------------------------|---------------------|
| TRACT H   | 30,799                    | 0.7070              |
| TRACT HH  | 43,828                    | 1.0061              |
| TRACT I   | 2,300                     | 0.0528              |
| TRACT II  | 387,859                   | 8.9040              |
| TRACT J   | 57,904                    | 1.3293              |
| TRACT JJ  | 5,374                     | 0.1234              |
| TRACT K   | 277,737                   | 6.3760              |
| TRACT KK  | 10,620                    | 0.2438              |
| TRACT L   | 2,660                     | 0.0611              |
| TRACT LL  | 16,354                    | 0.3754              |
| TRACT M   | 2,530                     | 0.0581              |
| TRACT MM  | 4,800                     | 0.1102              |

**WOOD  
PATEL**



## EXHIBIT "A"

ALAMAR - PHASE 3  
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| TRACT AREA TABLE |                           |                     |
|------------------|---------------------------|---------------------|
| TRACT NO.        | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
| TRACT N          | 19,975                    | 0.4586              |
| TRACT NN         | 26,969                    | 0.6191              |
| TRACT O          | 2,570                     | 0.0590              |
| TRACT OO         | 2,115                     | 0.0485              |
| TRACT P          | 3,390                     | 0.0778              |
| TRACT PP         | 3,708                     | 0.0851              |
| TRACT Q          | 2,320                     | 0.0533              |
| TRACT QQ         | 909                       | 0.0209              |
| TRACT R          | 22,997                    | 0.5279              |
| TRACT RR         | 8,541                     | 0.1961              |
| TRACT S          | 2,300                     | 0.0528              |
| TRACT SS         | 4,595                     | 0.1055              |

| TRACT AREA TABLE |                           |                     |
|------------------|---------------------------|---------------------|
| TRACT NO.        | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
| TRACT T          | 1,140                     | 0.0262              |
| TRACT TT         | 526                       | 0.0121              |
| TRACT U          | 21,503                    | 0.4936              |
| TRACT UU         | 61,311                    | 1.4075              |
| TRACT V          | 26,369                    | 0.6053              |
| TRACT W          | 28,500                    | 0.6543              |
| TRACT X          | 2,133                     | 0.0490              |
| TRACT Y          | 2,699                     | 0.0620              |
| TRACT Z          | 2,357                     | 0.0541              |
| TOTAL            | 1,297,142                 | 29.7783             |

**WOOD  
PATEL**



## EXHIBIT "A"

ALAMAR - PHASE 3  
 MAINTENANCE IMPROVEMENT DISTRICT NO. 33  
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**PETITION, WAIVER AND CONSENT TO FORMATION  
OF A MUNICIPAL IMPROVEMENT DISTRICT  
BY THE CITY OF AVONDALE**

**Maintenance Improvement District No. 33  
(Alamar Phase III)**

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  $\pm$  111.3557 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. 33  
(Alamar Phase III)**

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

(See following pages.)

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

Revised January 18, 2022  
Revised November 3, 2021  
August 30, 2021  
WP# 174612.06  
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**LEGAL DESCRIPTION AND ASSESSMENT DIAGRAM**  
**Alamar - Phase 3**  
**Maintenance Improvement District No. 33**

Tract RR, Alamar-Phase 1, recorded in Book 1462, page 24, Maricopa County Records (MCR), and a parcel of land lying within Sections 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the west quarter corner of said Section 25, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, from which the northwest corner of said Section 25, a 3-inch Maricopa County Department of Transportation, (MCDOT), brass cap in handhole, bears North 00°07'07" East (basis of bearing), a distance of 2615.86 feet;

**THENCE** along the west line of the northwest quarter of said Section 25, North 00°07'07" East, a distance of 688.13 feet, to the southerly line of Alamar – Phase 2 recorded in Book 1537, page 35, MCR and the **POINT OF BEGINNING**;

**THENCE** leaving said west line, along said southerly line, South 89°52'53" East, a distance of 40.00 feet;

**THENCE** South 00°07'07" West, a distance of 588.35 feet;

**THENCE** South 89°34'11" East, a distance of 2607.07 feet, to the southwest corner of said Tract RR;

**THENCE** leaving said southerly line, along the west line of said Tract RR, North 00°00'00" West, a distance of 208.47 feet, to the beginning of a curve;

**THENCE** northerly along said curve to the left, having a radius of 520.00 feet, concave westerly, through a central angle of 19°09'56", a distance of 173.94 feet, to the curves end;

**THENCE** North 19°09'56" West, a distance of 151.76 feet, to the northwest corner of said Tract RR;

**THENCE** leaving said west line, along the north line of said Tract RR, North 70°50'04" East, a distance of 80.00 feet, to the northeast corner of said Tract RR;

**THENCE** leaving said north line, along the east line of said Tract RR, South 19°09'56" East, a distance of 151.76 feet, to the beginning of a curve;

**THENCE** southerly along said curve to the right, having a radius of 600.00 feet, concave westerly, through a central angle of 19°09'56", a distance of 200.70 feet, to the curves end;

**THENCE** South 00°00'00" East, a distance of 209.07 feet, to the southeast corner of said Tract RR and said north line of the south 100 feet of the north half of Section 25;

**THENCE** leaving said east line, along said north line, South 89°34'11" East, a distance of 1191.50 feet, to the east line of the southwest quarter of the northeast quarter of said Section 25;

**THENCE** leaving said north line, along said east line, South 00°05'32" West, a distance of 100.00 feet, to the southeast corner of said southwest quarter of the northeast quarter;

**Legal Description and Assessment Diagram  
Alamar – Phase 3  
Maintenance Improvement District No. 33**

Revised January 18, 2022  
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**THENCE** leaving said east line, along the east line of the northwest quarter of the southeast quarter of said Section 25, South 00°05'36" West, a distance of 1146.52 feet, to the northeast corner of the south half of the south half of the south half of said northwest quarter of said southeast quarter;

**THENCE** leaving said east line, along the north line of said south half of the south half of said northwest quarter of the southeast quarter, North 89°32'04" West, a distance of 1306.23 feet, to the northwest corner of said south half of the south half of said northwest quarter of the southeast quarter and the east line of the northeast quarter of the southwest quarter of said Section 25;

**THENCE** leaving said north line, along said east line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of said northeast quarter of the southwest quarter;

**THENCE** leaving said east line, along the south line of said northeast quarter of the southwest quarter and along the south line of the northwest quarter of the southwest quarter of said Section 25, North 89°32'03" West, a distance of 1514.07 feet;

**THENCE** leaving said south line, North 00°27'57" East, a distance of 8.00 feet;

**THENCE** North 89°32'03" West, a distance of 64.19 feet;

**THENCE** North 72°36'39" West, a distance of 199.25 feet, to the west line of the east 28 rods of said northwest quarter of the southwest quarter and the north line of the south 66 feet of said northwest quarter of the southwest quarter;

**THENCE** leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said northwest quarter of the southwest quarter;

**THENCE** leaving said north line, along the north line of the south 66 feet of the northeast quarter of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 40.00 feet, to the west line of the east 40 feet of said southeast quarter;

**THENCE** leaving said north line, along said west line, North 00°07'00" East, a distance of 1241.74 feet, to the south line of the northeast quarter of said Section 26;

**THENCE** leaving said south line, along the west line of the east 40 feet of said northeast quarter, North 00°07'07" East, a distance of 688.13 feet, to said southerly line;

**THENCE** leaving said west line, along said southerly line, South 89°52'53" East, a distance of 40.00 feet, to the **POINT OF BEGINNING**.

**EXCEPT** the following property described in Document 2017-0704314, Maricopa County Records (MCR):

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

**EXCEPT** the northerly 40.00 feet and the westerly 55.00 feet

**ALSO EXCEPT** the following property described in Document 2017-0799341, Maricopa County Records (MCR):

The westerly 15.00 feet and northerly 40.0 feet of easterly 800.07 feet of westerly 840.07 feet of northerly 668.35 feet of northwest quarter southwest quarter section 25, township 1 north, range

**Legal Description and Assessment Diagram  
Alamar – Phase 3  
Maintenance Improvement District No. 33**

Revised January 18, 2022  
Revised November 3, 2021  
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1 west, of the Gila and Salt River base and meridian, Maricopa County, Arizona.

**ALSO EXCEPT**

A parcel of land lying within Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the southwest corner of said Section 25, a 3-inch Maricopa County Highway Department (MCHD) brass cap in handhole, from which the west quarter corner of said section, a 3-inch MCHD brass cap in handhole, bears North 00°07'00" East (basis of bearing), a distance of 2615.17 feet;

**THENCE** along the west line of said section, North 00°07'00" East, a distance of 1373.40 feet, to the north line of the south 66 feet of the northwest quarter of the southwest quarter of said section;

**THENCE** leaving said west line, along said north line, South 89°32'03" East, a distance of 40.00 feet, to the east line of the west 40 feet of said section;

**THENCE** leaving said north line, along said east line, North 00°07'00" East, a distance of 172.52 feet;

**THENCE** leaving said east line, South 89°53'00" East, a distance of 18.00 feet, to the **POINT OF BEGINNING**;

**THENCE** North 00°07'00" East, a distance of 60.00 feet;

**THENCE** South 89°53'00" East, a distance of 60.00 feet;

**THENCE** South 00°07'00" West, a distance of 60.00 feet;

**THENCE** North 89°53'00" West, a distance of 60.00 feet, to the **POINT OF BEGINNING**;

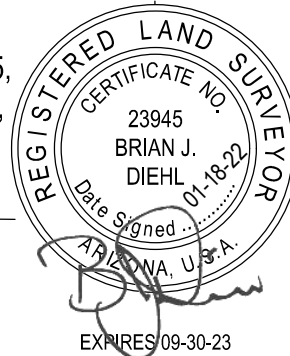
Containing 4,850,653 square feet or 111.3557 acres, more or less.

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.

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ALAMAR - PHASE 3  
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| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L1         | S89°52'53"E | 40.00'    |
| L2         | S00°07'07"W | 588.35'   |
| L3         | N00°00'00"E | 208.47'   |
| L4         | N19°09'56"W | 151.76'   |
| L5         | N70°50'04"E | 80.00'    |
| L6         | S19°09'56"E | 151.76'   |
| L7         | S00°00'00"E | 209.07'   |
| L8         | S89°34'11"E | 1,191.50' |
| L9         | S00°05'32"W | 100.00'   |
| L10        | S00°05'54"W | 163.67'   |

| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L11        | N00°27'57"E | 8.00'     |
| L12        | N89°32'03"W | 64.19'    |
| L13        | N72°36'39"W | 199.25'   |
| L14        | N89°32'03"W | 844.44'   |
| L15        | N89°51'06"W | 40.00'    |
| L16        | N00°07'00"E | 1,241.74' |
| L17        | N00°07'07"E | 688.13'   |
| L18        | S89°52'53"E | 40.00'    |
| L19        | S89°34'11"W | 800.08'   |
| L20        | S00°07'00"W | 668.36'   |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L21        | N89°34'11"W | 800.08'  |
| L22        | N00°07'00"E | 668.36'  |
| L23        | S89°53'00"E | 60.00'   |
| L24        | S00°07'00"W | 60.00'   |
| L25        | S89°53'00"E | 60.00'   |
| L26        | S00°07'00"W | 60.00'   |

| CURVE TABLE |           |         |         |
|-------------|-----------|---------|---------|
| CURVE       | DELTA     | RADIUS  | ARC     |
| C1          | 19°09'56" | 520.00' | 173.94' |
| C2          | 19°09'56" | 600.00' | 200.70' |

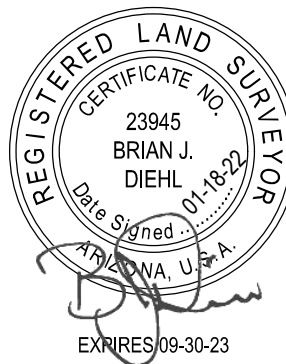


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 1          | 9,318                   | 0.2139            |
| LOT 2          | 9,345                   | 0.2145            |
| LOT 3          | 9,372                   | 0.2151            |
| LOT 4          | 9,399                   | 0.2158            |
| LOT 5          | 9,383                   | 0.2154            |
| LOT 6          | 24,464                  | 0.5616            |
| LOT 7          | 10,263                  | 0.2356            |
| LOT 8          | 9,405                   | 0.2159            |
| LOT 9          | 9,405                   | 0.2159            |
| LOT 10         | 9,405                   | 0.2159            |
| LOT 11         | 9,405                   | 0.2159            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 12         | 9,405                   | 0.2159            |
| LOT 13         | 9,405                   | 0.2159            |
| LOT 14         | 9,405                   | 0.2159            |
| LOT 15         | 9,405                   | 0.2159            |
| LOT 16         | 9,405                   | 0.2159            |
| LOT 17         | 9,405                   | 0.2159            |
| LOT 18         | 9,345                   | 0.2145            |
| LOT 19         | 16,523                  | 0.3793            |
| LOT 20         | 14,631                  | 0.3359            |
| LOT 21         | 9,800                   | 0.2250            |
| LOT 22         | 9,800                   | 0.2250            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 23         | 9,800                   | 0.2250            |
| LOT 24         | 9,712                   | 0.2230            |
| LOT 25         | 9,737                   | 0.2235            |
| LOT 26         | 9,100                   | 0.2089            |
| LOT 27         | 9,100                   | 0.2089            |
| LOT 28         | 9,100                   | 0.2089            |
| LOT 29         | 9,100                   | 0.2089            |
| LOT 30         | 9,100                   | 0.2089            |
| LOT 31         | 9,100                   | 0.2089            |
| LOT 32         | 9,100                   | 0.2089            |
| LOT 33         | 9,700                   | 0.2227            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 34         | 9,700                   | 0.2227            |
| 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         | 9,100                   | 0.2089            |
| LOT 40         | 9,100                   | 0.2089            |
| LOT 41         | 9,100                   | 0.2089            |
| LOT 42         | 9,738                   | 0.2235            |
| LOT 43         | 9,400                   | 0.2158            |
| LOT 44         | 9,450                   | 0.2169            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 45         | 9,450                   | 0.2169            |
| LOT 46         | 9,100                   | 0.2089            |
| LOT 47         | 9,100                   | 0.2089            |
| LOT 48         | 9,100                   | 0.2089            |
| LOT 49         | 9,100                   | 0.2089            |
| LOT 50         | 9,450                   | 0.2169            |
| LOT 51         | 9,450                   | 0.2169            |
| LOT 52         | 9,450                   | 0.2169            |
| LOT 53         | 9,400                   | 0.2158            |
| LOT 54         | 7,320                   | 0.1680            |
| LOT 55         | 7,313                   | 0.1679            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 56         | 10,761                  | 0.2470            |
| LOT 57         | 15,020                  | 0.3448            |
| LOT 58         | 8,977                   | 0.2061            |
| LOT 59         | 7,335                   | 0.1684            |
| LOT 60         | 7,204                   | 0.1654            |
| LOT 61         | 7,206                   | 0.1654            |
| LOT 62         | 7,208                   | 0.1655            |
| LOT 63         | 7,211                   | 0.1655            |
| LOT 64         | 7,350                   | 0.1687            |
| LOT 65         | 8,401                   | 0.1929            |
| LOT 66         | 8,106                   | 0.1861            |



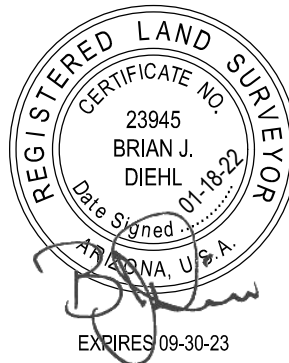
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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 67         | 9,210                   | 0.2114            |
| LOT 68         | 7,980                   | 0.1832            |
| LOT 69         | 8,859                   | 0.2034            |
| LOT 70         | 8,559                   | 0.1965            |
| LOT 71         | 7,680                   | 0.1763            |
| LOT 72         | 8,910                   | 0.2045            |
| LOT 73         | 7,690                   | 0.1765            |
| LOT 74         | 7,701                   | 0.1768            |
| LOT 75         | 7,881                   | 0.1809            |
| LOT 76         | 7,381                   | 0.1694            |
| LOT 77         | 7,451                   | 0.1711            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 78         | 7,211                   | 0.1656            |
| LOT 79         | 7,211                   | 0.1656            |
| LOT 80         | 7,211                   | 0.1656            |
| LOT 81         | 7,211                   | 0.1656            |
| LOT 82         | 7,211                   | 0.1656            |
| LOT 83         | 7,211                   | 0.1656            |
| LOT 84         | 7,211                   | 0.1656            |
| LOT 85         | 7,211                   | 0.1656            |
| LOT 86         | 7,320                   | 0.1680            |
| LOT 87         | 7,320                   | 0.1680            |
| LOT 88         | 7,320                   | 0.1680            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 89         | 7,320                   | 0.1680            |
| LOT 90         | 7,500                   | 0.1722            |
| LOT 91         | 7,500                   | 0.1722            |
| LOT 92         | 7,500                   | 0.1722            |
| LOT 93         | 7,500                   | 0.1722            |
| LOT 94         | 7,320                   | 0.1680            |
| LOT 95         | 7,320                   | 0.1680            |
| LOT 96         | 7,320                   | 0.1680            |
| LOT 97         | 7,500                   | 0.1722            |
| LOT 98         | 8,147                   | 0.1870            |
| LOT 99         | 16,207                  | 0.3721            |

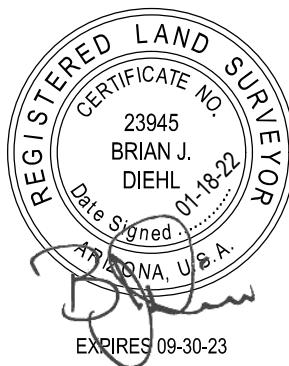


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 100        | 13,967                  | 0.3206            |
| LOT 101        | 8,572                   | 0.1968            |
| LOT 102        | 8,559                   | 0.1965            |
| LOT 103        | 8,561                   | 0.1965            |
| LOT 104        | 8,609                   | 0.1976            |
| LOT 105        | 8,605                   | 0.1975            |
| LOT 106        | 8,509                   | 0.1953            |
| LOT 107        | 8,369                   | 0.1921            |
| LOT 108        | 7,648                   | 0.1756            |
| LOT 109        | 7,770                   | 0.1784            |
| LOT 110        | 7,861                   | 0.1805            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 111        | 7,861                   | 0.1805            |
| LOT 112        | 7,809                   | 0.1793            |
| LOT 113        | 7,811                   | 0.1793            |
| LOT 114        | 7,859                   | 0.1804            |
| LOT 115        | 7,855                   | 0.1803            |
| LOT 116        | 7,759                   | 0.1781            |
| LOT 117        | 7,643                   | 0.1754            |
| LOT 118        | 7,605                   | 0.1746            |
| LOT 119        | 7,704                   | 0.1769            |
| LOT 120        | 7,795                   | 0.1789            |
| LOT 121        | 7,794                   | 0.1789            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 122        | 7,742                   | 0.1777            |
| LOT 123        | 6,504                   | 0.1493            |
| LOT 124        | 6,505                   | 0.1493            |
| LOT 125        | 6,460                   | 0.1483            |
| LOT 126        | 6,010                   | 0.1380            |
| LOT 127        | 6,010                   | 0.1380            |
| LOT 128        | 6,010                   | 0.1380            |
| LOT 129        | 6,010                   | 0.1380            |
| LOT 130        | 6,204                   | 0.1424            |
| LOT 131        | 8,437                   | 0.1937            |
| LOT 132        | 9,533                   | 0.2189            |



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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 133        | 8,429                   | 0.1935            |
| LOT 134        | 6,938                   | 0.1593            |
| LOT 135        | 6,000                   | 0.1377            |
| LOT 136        | 6,000                   | 0.1377            |
| LOT 137        | 6,000                   | 0.1377            |
| LOT 138        | 6,000                   | 0.1377            |
| LOT 139        | 6,000                   | 0.1377            |
| LOT 140        | 6,000                   | 0.1377            |
| LOT 141        | 6,000                   | 0.1377            |
| LOT 142        | 6,000                   | 0.1377            |
| LOT 143        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 144        | 5,987                   | 0.1375            |
| LOT 145        | 6,000                   | 0.1377            |
| LOT 146        | 6,000                   | 0.1377            |
| LOT 147        | 6,000                   | 0.1377            |
| LOT 148        | 6,000                   | 0.1377            |
| LOT 149        | 6,000                   | 0.1377            |
| LOT 150        | 6,000                   | 0.1377            |
| LOT 151        | 6,000                   | 0.1377            |
| LOT 152        | 6,000                   | 0.1377            |
| LOT 153        | 6,000                   | 0.1377            |
| LOT 154        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 155        | 6,000                   | 0.1377            |
| LOT 156        | 6,000                   | 0.1377            |
| LOT 157        | 6,000                   | 0.1377            |
| LOT 158        | 6,196                   | 0.1422            |
| LOT 159        | 8,318                   | 0.1910            |
| LOT 160        | 9,533                   | 0.2189            |
| LOT 161        | 8,438                   | 0.1937            |
| LOT 162        | 6,020                   | 0.1382            |
| LOT 163        | 6,024                   | 0.1383            |
| LOT 164        | 6,710                   | 0.1540            |
| LOT 165        | 6,250                   | 0.1435            |

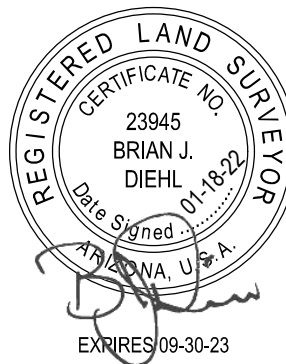


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 166        | 6,250                   | 0.1435            |
| LOT 167        | 6,250                   | 0.1435            |
| LOT 168        | 6,250                   | 0.1435            |
| LOT 169        | 6,250                   | 0.1435            |
| LOT 170        | 6,250                   | 0.1435            |
| LOT 171        | 6,250                   | 0.1435            |
| LOT 172        | 6,250                   | 0.1435            |
| LOT 173        | 6,250                   | 0.1435            |
| LOT 174        | 6,250                   | 0.1435            |
| LOT 175        | 6,250                   | 0.1435            |
| LOT 176        | 6,250                   | 0.1435            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 177        | 6,250                   | 0.1435            |
| LOT 178        | 7,263                   | 0.1667            |
| LOT 179        | 7,450                   | 0.1710            |
| LOT 180        | 6,250                   | 0.1435            |
| LOT 181        | 6,250                   | 0.1435            |
| LOT 182        | 6,250                   | 0.1435            |
| LOT 183        | 6,250                   | 0.1435            |
| LOT 184        | 6,250                   | 0.1435            |
| LOT 185        | 6,250                   | 0.1435            |
| LOT 186        | 6,250                   | 0.1435            |
| LOT 187        | 6,250                   | 0.1435            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 188        | 6,250                   | 0.1435            |
| LOT 189        | 6,118                   | 0.1404            |
| LOT 190        | 6,168                   | 0.1416            |
| LOT 191        | 6,168                   | 0.1416            |
| LOT 192        | 6,168                   | 0.1416            |
| LOT 193        | 6,168                   | 0.1416            |
| LOT 194        | 6,168                   | 0.1416            |
| LOT 195        | 6,168                   | 0.1416            |
| LOT 196        | 6,168                   | 0.1416            |
| LOT 197        | 6,168                   | 0.1416            |
| LOT 198        | 6,168                   | 0.1416            |

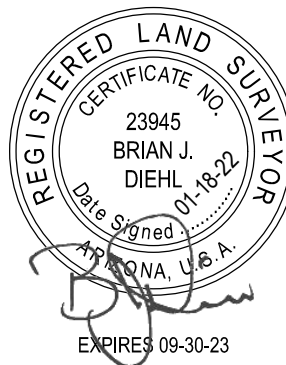


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 199        | 6,756                   | 0.1551            |
| LOT 200        | 6,168                   | 0.1416            |
| LOT 201        | 6,168                   | 0.1416            |
| LOT 202        | 6,168                   | 0.1416            |
| LOT 203        | 6,168                   | 0.1416            |
| LOT 204        | 6,168                   | 0.1416            |
| LOT 205        | 6,168                   | 0.1416            |
| LOT 206        | 6,168                   | 0.1416            |
| LOT 207        | 6,168                   | 0.1416            |
| LOT 208        | 6,168                   | 0.1416            |
| LOT 209        | 6,168                   | 0.1416            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 210        | 6,168                   | 0.1416            |
| LOT 211        | 6,168                   | 0.1416            |
| LOT 212        | 6,168                   | 0.1416            |
| LOT 213        | 6,744                   | 0.1548            |
| LOT 214        | 6,560                   | 0.1506            |
| LOT 215        | 6,000                   | 0.1377            |
| LOT 216        | 6,000                   | 0.1377            |
| LOT 217        | 6,000                   | 0.1377            |
| LOT 218        | 6,000                   | 0.1377            |
| LOT 219        | 6,000                   | 0.1377            |
| LOT 220        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 221        | 6,000                   | 0.1377            |
| LOT 222        | 6,000                   | 0.1377            |
| LOT 223        | 6,000                   | 0.1377            |
| LOT 224        | 6,000                   | 0.1377            |
| LOT 225        | 6,000                   | 0.1377            |
| LOT 226        | 6,000                   | 0.1377            |
| LOT 227        | 6,000                   | 0.1377            |
| LOT 228        | 6,572                   | 0.1509            |
| LOT 229        | 6,000                   | 0.1377            |
| LOT 230        | 6,000                   | 0.1377            |
| LOT 231        | 6,000                   | 0.1377            |

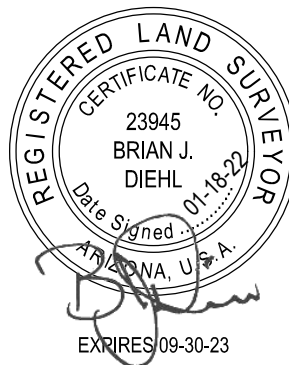


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 232        | 6,000                   | 0.1377            |
| LOT 233        | 6,000                   | 0.1377            |
| LOT 234        | 6,000                   | 0.1377            |
| LOT 235        | 6,000                   | 0.1377            |
| LOT 236        | 6,000                   | 0.1377            |
| LOT 237        | 6,000                   | 0.1377            |
| LOT 238        | 5,950                   | 0.1366            |
| LOT 239        | 5,950                   | 0.1366            |
| LOT 240        | 6,000                   | 0.1377            |
| LOT 241        | 6,000                   | 0.1377            |
| LOT 242        | 6,000                   | 0.1377            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 243        | 6,000                   | 0.1377            |
| LOT 244        | 6,000                   | 0.1377            |
| LOT 245        | 6,000                   | 0.1377            |
| LOT 246        | 6,000                   | 0.1377            |
| LOT 247        | 6,000                   | 0.1377            |
| LOT 248        | 6,000                   | 0.1377            |
| LOT 249        | 6,000                   | 0.1377            |
| LOT 250        | 5,951                   | 0.1366            |
| 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<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 254        | 6,000                   | 0.1377            |
| LOT 255        | 6,000                   | 0.1377            |
| LOT 256        | 6,000                   | 0.1377            |
| LOT 257        | 6,000                   | 0.1377            |
| LOT 258        | 6,000                   | 0.1377            |
| LOT 259        | 6,000                   | 0.1377            |
| LOT 260        | 6,000                   | 0.1377            |
| LOT 261        | 6,000                   | 0.1377            |
| LOT 262        | 6,000                   | 0.1377            |
| LOT 263        | 7,200                   | 0.1653            |
| LOT 264        | 7,150                   | 0.1641            |

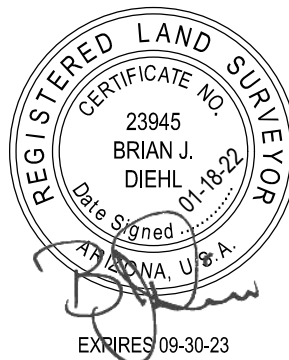


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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 265        | 5,125                   | 0.1177            |
| LOT 266        | 5,175                   | 0.1188            |
| LOT 267        | 5,175                   | 0.1188            |
| LOT 268        | 5,175                   | 0.1188            |
| LOT 269        | 5,175                   | 0.1188            |
| LOT 270        | 5,175                   | 0.1188            |
| LOT 271        | 5,175                   | 0.1188            |
| LOT 272        | 5,175                   | 0.1188            |
| LOT 273        | 5,175                   | 0.1188            |
| LOT 274        | 5,175                   | 0.1188            |
| LOT 275        | 5,175                   | 0.1188            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 276        | 5,175                   | 0.1188            |
| LOT 277        | 5,175                   | 0.1188            |
| LOT 278        | 5,175                   | 0.1188            |
| LOT 279        | 5,175                   | 0.1188            |
| LOT 280        | 5,175                   | 0.1188            |
| LOT 281        | 5,701                   | 0.1309            |
| LOT 282        | 5,750                   | 0.1320            |
| LOT 283        | 5,175                   | 0.1188            |
| LOT 284        | 5,175                   | 0.1188            |
| LOT 285        | 5,175                   | 0.1188            |
| LOT 286        | 5,175                   | 0.1188            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 287        | 5,175                   | 0.1188            |
| LOT 288        | 5,175                   | 0.1188            |
| LOT 289        | 5,175                   | 0.1188            |
| LOT 290        | 5,175                   | 0.1188            |
| LOT 291        | 5,175                   | 0.1188            |
| LOT 292        | 5,175                   | 0.1188            |
| LOT 293        | 5,700                   | 0.1309            |
| LOT 294        | 6,000                   | 0.1377            |
| LOT 295        | 6,000                   | 0.1377            |
| LOT 296        | 6,000                   | 0.1377            |
| LOT 297        | 6,000                   | 0.1377            |

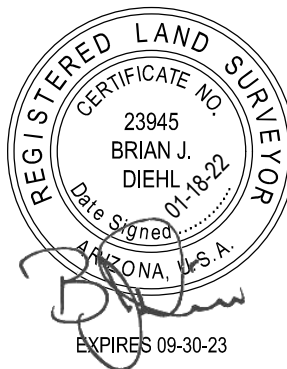


**EXHIBIT "A"**  
 ALAMAR - PHASE 3  
 MAINTENANCE IMPROVEMENT DISTRICT NO. 33  
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 PAGE 14 OF 18  
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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 298        | 6,000                   | 0.1377            |
| LOT 299        | 6,000                   | 0.1377            |
| LOT 300        | 5,400                   | 0.1240            |
| LOT 301        | 5,396                   | 0.1239            |
| LOT 302        | 7,147                   | 0.1641            |
| LOT 303        | 8,276                   | 0.1900            |
| LOT 304        | 8,481                   | 0.1947            |
| LOT 305        | 5,369                   | 0.1233            |
| LOT 306        | 5,400                   | 0.1240            |
| LOT 307        | 5,400                   | 0.1240            |
| LOT 308        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 309        | 5,400                   | 0.1240            |
| LOT 310        | 5,400                   | 0.1240            |
| LOT 311        | 5,400                   | 0.1240            |
| LOT 312        | 5,400                   | 0.1240            |
| LOT 313        | 5,400                   | 0.1240            |
| LOT 314        | 5,400                   | 0.1240            |
| LOT 315        | 5,400                   | 0.1240            |
| LOT 316        | 5,400                   | 0.1240            |
| LOT 317        | 5,400                   | 0.1240            |
| LOT 318        | 5,400                   | 0.1240            |
| LOT 319        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 320        | 5,400                   | 0.1240            |
| LOT 321        | 5,400                   | 0.1240            |
| LOT 322        | 5,400                   | 0.1240            |
| LOT 323        | 5,400                   | 0.1240            |
| LOT 324        | 5,400                   | 0.1240            |
| LOT 325        | 5,400                   | 0.1240            |
| LOT 326        | 5,400                   | 0.1240            |
| LOT 327        | 5,400                   | 0.1240            |
| LOT 328        | 5,400                   | 0.1240            |
| LOT 329        | 5,400                   | 0.1240            |
| LOT 330        | 5,400                   | 0.1240            |



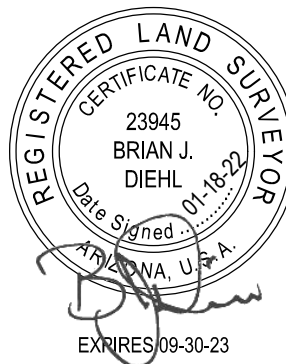
**EXHIBIT "A"**  
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 MAINTENANCE IMPROVEMENT DISTRICT NO. 33  
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| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 331        | 5,400                   | 0.1240            |
| LOT 332        | 5,379                   | 0.1235            |
| LOT 333        | 8,021                   | 0.1841            |
| LOT 334        | 10,494                  | 0.2409            |
| LOT 335        | 7,929                   | 0.1820            |
| LOT 336        | 5,381                   | 0.1235            |
| LOT 337        | 5,400                   | 0.1240            |
| LOT 338        | 5,400                   | 0.1240            |
| LOT 339        | 5,400                   | 0.1240            |
| LOT 340        | 5,400                   | 0.1240            |
| LOT 341        | 5,400                   | 0.1240            |

| LOT AREA TABLE |                         |                   |
|----------------|-------------------------|-------------------|
| LOT NO.        | LOT AREA<br>SQUARE FEET | LOT AREA<br>ACRES |
| LOT 342        | 5,400                   | 0.1240            |
| LOT 343        | 5,400                   | 0.1240            |
| LOT 344        | 5,400                   | 0.1240            |
| LOT 345        | 5,400                   | 0.1240            |
| TOTAL          | 2,417,635               | 55.5013           |

| AREA TABLE          |                  |            |
|---------------------|------------------|------------|
|                     | AREA SQUARE FEET | AREA ACRES |
| BOUNDARY            | 5,388,988        | 123.7141   |
| RIGHT-OF-WAY        | 1,132,751        | 26.0044    |
| TRACT EE EXCEPTION  | 3,600            | 0.0826     |
| YERINGTON EXCEPTION | 534,735          | 12.2758    |



**EXHIBIT "A"**  
 ALAMAR - PHASE 3  
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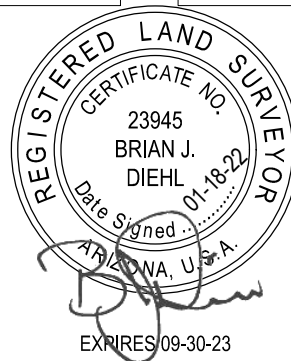
## TRACT AREA TABLE

| TRACT NO. | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
|-----------|---------------------------|---------------------|
| TRACT A   | 30,685                    | 0.7044              |
| TRACT AA  | 2,049                     | 0.0470              |
| TRACT B   | 5,394                     | 0.1238              |
| TRACT BB  | 2,050                     | 0.0471              |
| TRACT C   | 65,046                    | 1.4932              |
| TRACT CC  | 12,173                    | 0.2795              |
| TRACT D   | 10,400                    | 0.2388              |
| TRACT DD  | 2,050                     | 0.0471              |
| TRACT E   | 28,296                    | 0.6496              |
| TRACT F   | 3,526                     | 0.0809              |
| TRACT FF  | 21,511                    | 0.4938              |
| TRACT G   | 21,895                    | 0.5026              |

## TRACT AREA TABLE

| TRACT NO. | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
|-----------|---------------------------|---------------------|
| TRACT H   | 30,799                    | 0.7070              |
| TRACT HH  | 43,828                    | 1.0061              |
| TRACT I   | 2,300                     | 0.0528              |
| TRACT II  | 387,859                   | 8.9040              |
| TRACT J   | 57,904                    | 1.3293              |
| TRACT JJ  | 5,374                     | 0.1234              |
| TRACT K   | 277,737                   | 6.3760              |
| TRACT KK  | 10,620                    | 0.2438              |
| TRACT L   | 2,660                     | 0.0611              |
| TRACT LL  | 16,354                    | 0.3754              |
| TRACT M   | 2,530                     | 0.0581              |
| TRACT MM  | 4,800                     | 0.1102              |

**WOOD  
PATEL**



## EXHIBIT "A"

ALAMAR - PHASE 3  
 MAINTENANCE IMPROVEMENT DISTRICT NO. 33  
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| TRACT AREA TABLE |                           |                     |
|------------------|---------------------------|---------------------|
| TRACT NO.        | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
| TRACT N          | 19,975                    | 0.4586              |
| TRACT NN         | 26,969                    | 0.6191              |
| TRACT O          | 2,570                     | 0.0590              |
| TRACT OO         | 2,115                     | 0.0485              |
| TRACT P          | 3,390                     | 0.0778              |
| TRACT PP         | 3,708                     | 0.0851              |
| TRACT Q          | 2,320                     | 0.0533              |
| TRACT QQ         | 909                       | 0.0209              |
| TRACT R          | 22,997                    | 0.5279              |
| TRACT RR         | 8,541                     | 0.1961              |
| TRACT S          | 2,300                     | 0.0528              |
| TRACT SS         | 4,595                     | 0.1055              |

| TRACT AREA TABLE |                           |                     |
|------------------|---------------------------|---------------------|
| TRACT NO.        | TRACT AREA<br>SQUARE FEET | TRACT AREA<br>ACRES |
| TRACT T          | 1,140                     | 0.0262              |
| TRACT TT         | 526                       | 0.0121              |
| TRACT U          | 21,503                    | 0.4936              |
| TRACT UU         | 61,311                    | 1.4075              |
| TRACT V          | 26,369                    | 0.6053              |
| TRACT W          | 28,500                    | 0.6543              |
| TRACT X          | 2,133                     | 0.0490              |
| TRACT Y          | 2,699                     | 0.0620              |
| TRACT Z          | 2,357                     | 0.0541              |
| TOTAL            | 1,297,142                 | 29.7783             |

**WOOD  
PATEL**



## EXHIBIT "A"

ALAMAR - PHASE 3  
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 REVISED 1/18/2022  
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## **CITY OF AVONDALE**

### **MAINTENANCE IMPROVEMENT DISTRICT NO. 33**

**“Alamar – Phase 3” Tracts A through Z, AA through DD, FF, and HH through UU**

### **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:**

#### **AREA**

- Right-of-Way: 26.00 Acres
- Tract Area: 29.78 Acres

#### **ANNUAL MAINTENANCE FEE**

- Right of Way

$$26.00 \text{ Acres} \times \$2,000/\text{Acre} = \$52,000$$

- Tract Area

$$29.78 \text{ Acres} \times \$10,500/\text{Acre} = \underline{\$312,690}$$
$$\$364,690$$

#### **ANNUAL ADMINISTRATIVE FEE**

$$(\$364,690.00) \times 5\% = \$18,234.50$$

#### **TOTAL ANNUAL COST**

$$\$364,690.00 + \$18,234.50 = \$382,924.50$$

#### **TOTAL COST PER MONTH**

$$\$382,924.50 \div 12 \text{ months} = \$31,910.38$$

Dated: November 3, 2021

CITY OF AVONDALE  
DEVELOPMENT & ENGINEERING SERVICES  
ENGINEERING DIVISION

---

By: Kevin Murphy, P.E.  
City Engineer

## CITY COUNCIL REPORT

---

**SUBJECT:** Ordinance 2022-0422 - SRP Power Distribution Easements for 107th Avenue and McDowell Road Project

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

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

**THROUGH:** Tracy Stevens, Acting Assistant 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.
- 

### PURPOSE:

City Council will consider a request to adopt Ordinance No. 2022-0422, granting two (2) power distribution easements to SRP in connection with the 107th Avenue and McDowell Road Intersection Improvement Project and authorize the Mayor or Acting City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

### BACKGROUND:

The City is in the process of improving the intersection of 107th Avenue and McDowell Road. As part of the roadway widening/construction project, existing SRP power distribution lines on McDowell Road and 107th Avenue need to be relocated to right of way that was previously acquired by the City.

### DISCUSSION:

There are two (2) power distribution easements that will be granted to SRP. These easements are located at the northeast and southwest corners of 107th Avenue and McDowell Road.

### BUDGET IMPACT:

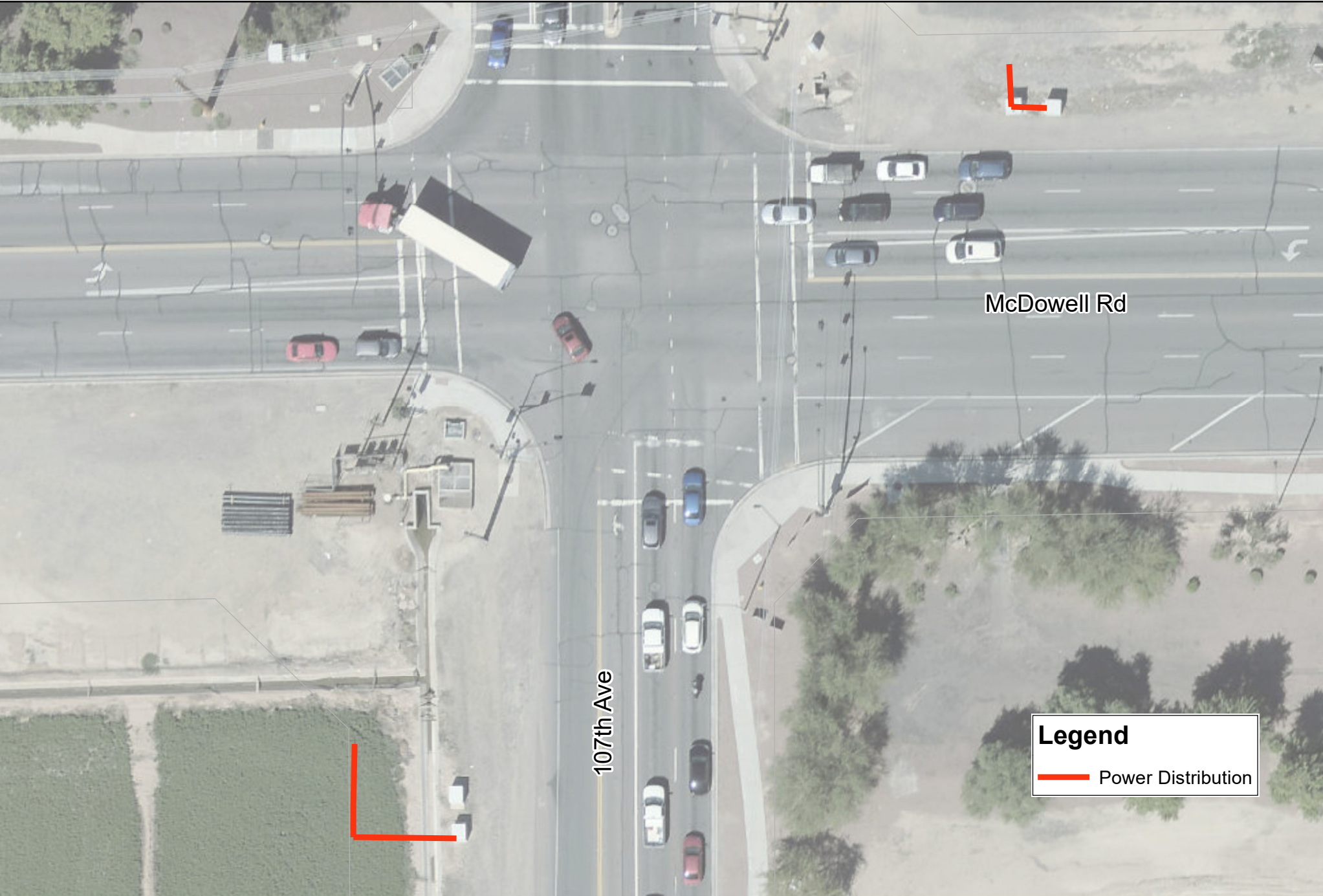
There is no impact to the budget for this action.

### RECOMMENDATION:

Staff recommends Council adopt an Ordinance authorizing the granting of two (2) power distribution easements to SRP in connection with the 107th Avenue and McDowell Road Intersection Improvement

Project and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents.

*Contact person for document distribution: Yulonda Moore*



SRP Power Distribution Easements for 107th Avenue and McDowell Road

**ORDINANCE NO. 2022-0422**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING POWER AND DISTRIBUTION EASEMENTS TO SALT RIVER PROJECT FOR THE 107TH AVENUE AND MCDOWELL ROAD PROJECT.

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

SECTION 1. A power and distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across a portion of real property, generally located along the northeast corner of 107th Avenue, south of McDowell Road (Easement 1), as described in the easement form attached hereto as Exhibit 1.

SECTION 2. A power and distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in the form attached hereto as Exhibit 2 and incorporated herein by reference, through, over, under and across a portion of real property, generally located along the southwest corner of 107th Avenue, north of McDowell Road (Easement 2), as described in the easement form attached hereto as Exhibit 2.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, April 4, 2022.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Nicholle Harris, City Attorney



EXHIBIT 1  
TO  
ORDINANCE NO. 2022-0422

[Easement 1]

See following pages.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB10W  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO  
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

---

**POWER DISTRIBUTION EASEMENT**

---

Maricopa County  
SW Corner 107<sup>th</sup> Avenue and McDowell Rd  
NE ¼, SEC. 06, T01N, R01E

Agt. HAS  
Job # LJ73104 / T3112365  
W HAS C JEP  
R/W #

**CITY OF AVONDALE, an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Northeast quarter of Section 06, Township 01 North, Range 01E East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

See Exhibit "A" attached hereto and by their reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

By accepting this easement, Grantee agrees to restore the surface of the Easement Parcel upon completion of the initial installation and any subsequent construction, reconstruction, repair or maintenance work that may be required.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

Notwithstanding anything in this instrument, or laws, statutes, ordinances, rules, or regulations to the contrary, if Grantor requires Grantee to relocate or modify the Facilities, Grantor will (i) pay and/or reimburse Grantee any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument. Grantor acknowledges that the Facilities are being located within public right-of-way at the request of Grantor, and that Grantee materially relied on the provisions of this paragraph in agreeing to Grantor's request.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, **CITY OF AVONDALE, an Arizona municipal corporation**, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF AVONDALE,**

By\_\_\_\_\_

Its \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

City Attorney

City Clerk

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of **THE CITY OF AVONDALE**, an Arizona municipal corporation of the State of Arizona.

My Commission Expires:

Notary Public

---

Notary Stamp/Seal

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

Cimage

## EXHIBIT "A"

SRP JOB NUMBER: T3112365

SRP JOB NAME: CUS UW 107TH AVE & MCDOWELL RD RELOC

TTRRSS: 01N01E06

DATE: 12-14-2021

PAGE: 1 OF 4

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING 8.00 FEET IN WIDTH, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 6, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 6, BEING A BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 04 MINUTES 08 SECONDS EAST, A DISTANCE OF 2640.70 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, SOUTH 00 DEGREES 04 MINUTES 08 SECONDS EAST, A DISTANCE OF 159.61 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 52 SECONDS WEST, A DISTANCE OF 41.00 FEET TO THE WESTERLY LIMITS OF AN EXISTING SRP EASEMENT PER DOCUMENT 1998-1035743 MARICOPA COUNTY RECORDER (MCR) AND THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 20 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.90 FEET TO A POINT WITHIN AN EQUIPMENT PAD BEING 3.50 FEET BY 3.50 FEET AND BEING A PART OF THIS EASEMENT;

THENCE NORTH 00 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 9.33 FEET TO A POINT WITHIN AN EQUIPMENT PAD BEING 3.50 FEET BY 3.50 FEET AND BEING A PART OF THIS EASEMENT;

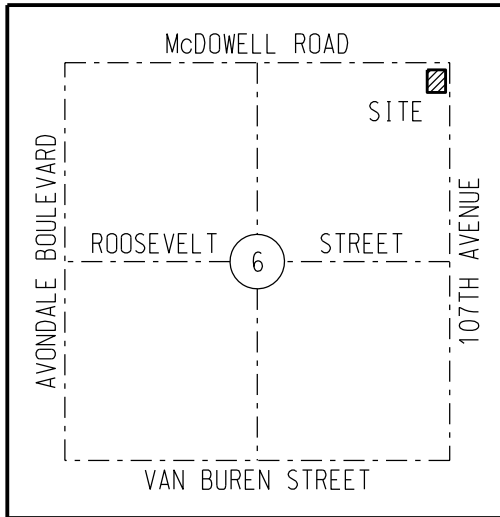
THENCE NORTH 01 DEGREES 12 MINUTES 23 SECONDS EAST, A DISTANCE OF 18.66 FEET TO A POINT WITHIN AN EQUIPMENT PAD BEING 3.50 FEET BY 3.50 FEET AND BEING A PART OF THIS EASEMENT AND THE **POINT OF TERMINUS**.

SAID EASEMENT CONTAINS AN AREA OF 471.14 SQUARE FEET, MORE OR LESS.

**END OF DESCRIPTION**



# EXHIBIT "A"



VICINITY MAP (NTS)  
T1N, R1E  
G&SRM

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S) ARE PART OF THIS EASEMENT

## ABBREVIATION TABLE

|      |                          |
|------|--------------------------|
| APN  | ASSESSOR'S PARCEL NUMBER |
| DKT  | DOCKET                   |
| PG   | PAGE                     |
| EPAD | ELECTRICAL EQUIPMENT PAD |
| MCR  | MARICOPA COUNTY RECORDER |
| (M)  | MEASURED                 |
| LVI  | LAST VISUAL INSPECTION   |
| NTS  | NOT TO SCALE             |
| SRP  | SALT RIVER PROJECT       |



BASIS OF BEARINGS:  
THE ARIZONA STATE PLANE COORDINATE  
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

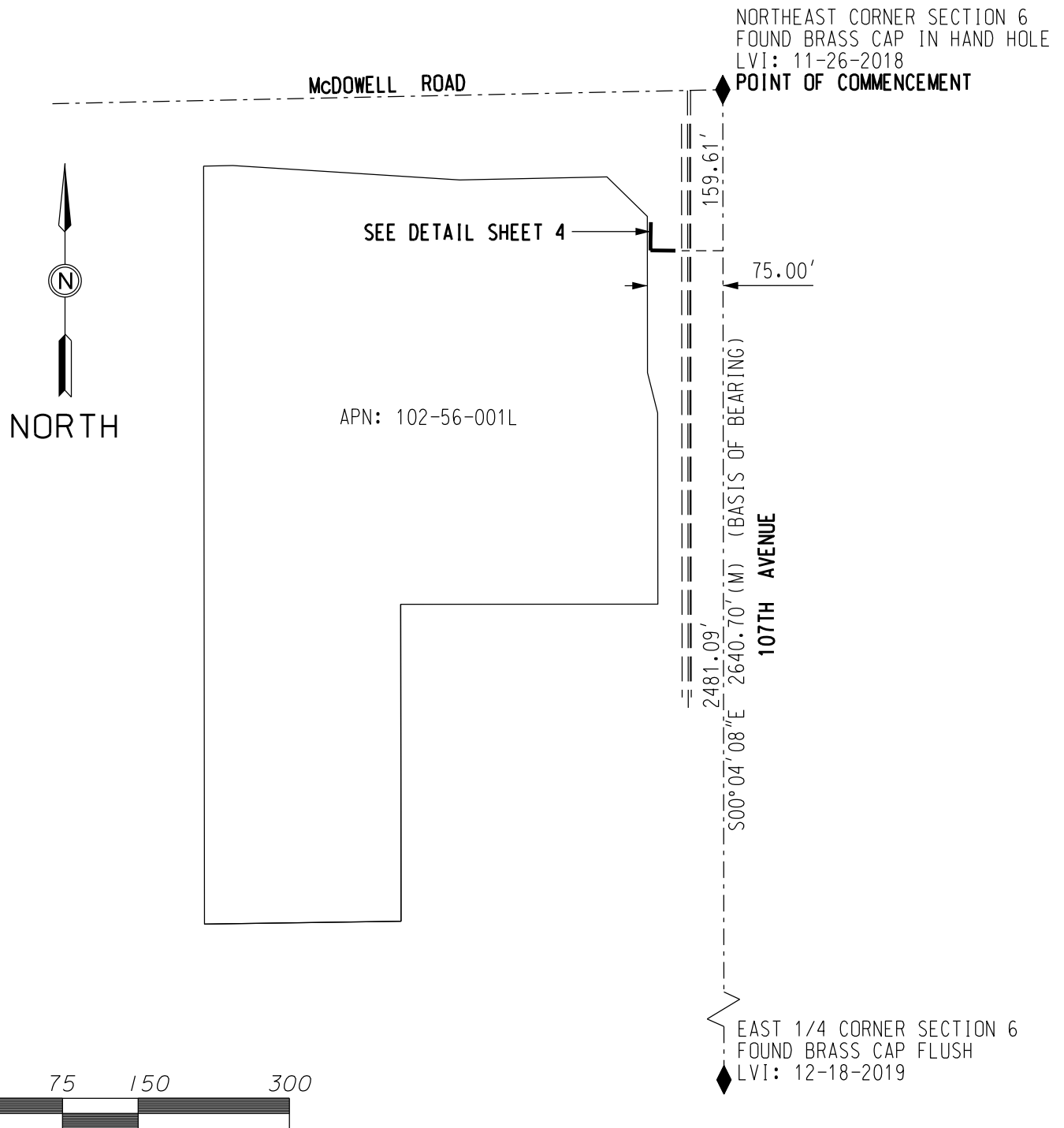


SURVEY DIVISION  
LAND DEPARTMENT

|                             |                            |
|-----------------------------|----------------------------|
| SRP LDWR NUMBER: 19-0072-NM | SCALE: NTS                 |
| I.O. NUMBER: T3112365       | SHEET: 2 OF 4              |
| AGENT: SOLIZ                | SHEET SIZE: 8.5"x11"       |
| DRAWN: HICK                 | REVISION: 1                |
| CHECKED BY: GOREHAM         | CREW CHIEF: GENTNER        |
| DATE: 12-14-2021            | JEP FIELD DATE: 11-22-2021 |

CUS UW 107TH AVE &  
MCDOWELL RD ST/LT  
NE 1/4 SEC 6 T1N-R1E  
0.99E- 5.96N

# EXHIBIT "A"



SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

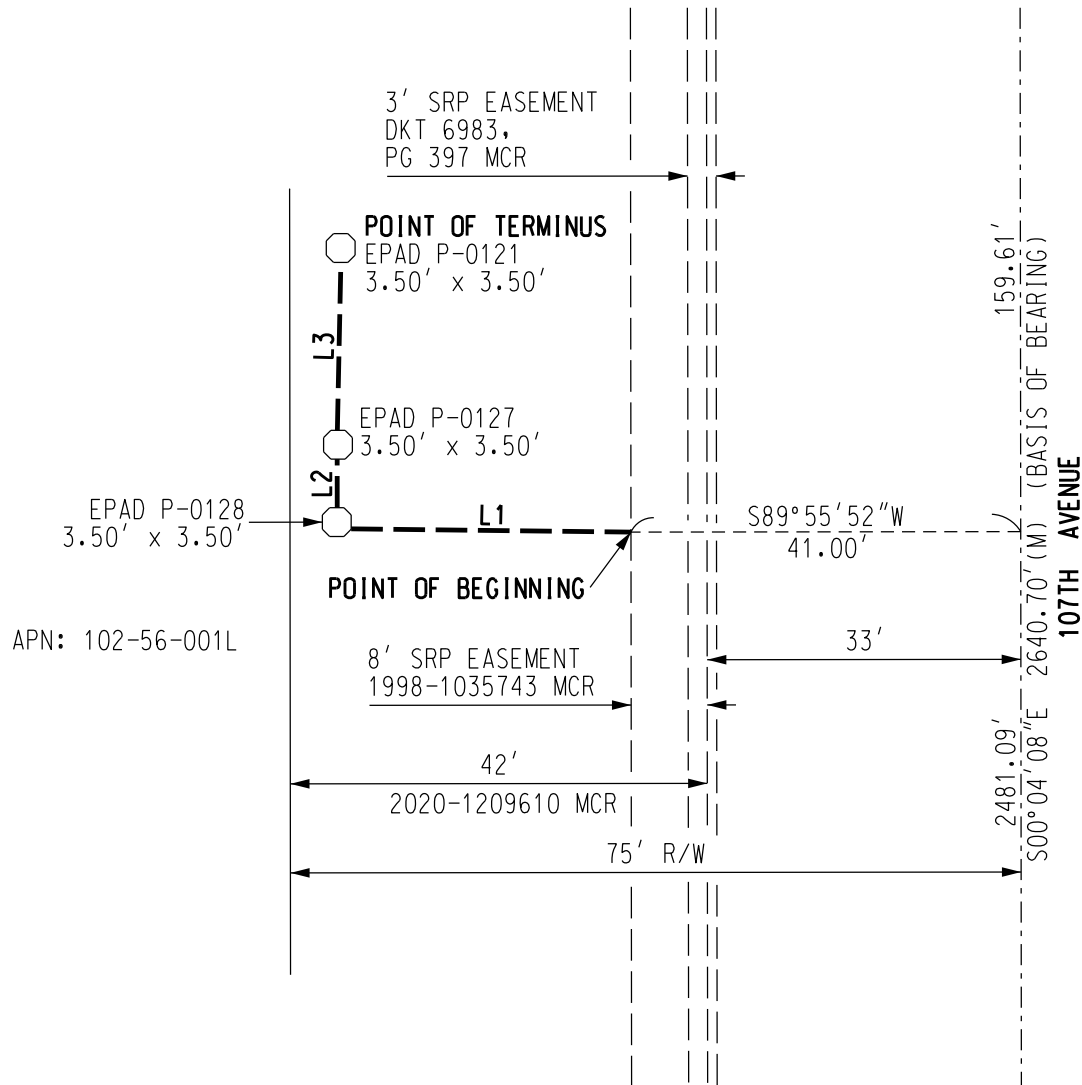
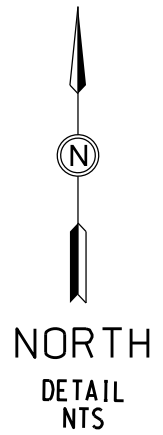


SURVEY DIVISION  
LAND DEPARTMENT

|                             |                            |
|-----------------------------|----------------------------|
| SRP LDWR NUMBER: 19-0072-NM | SCALE: 1" = 150'           |
| I.O. NUMBER: T3112365       | SHEET: 3 OF 4              |
| AGENT: SOLIZ                | SHEET SIZE: 8.5"x11"       |
| DRAWN: HICK                 | REVISION: 1                |
| CHECKED BY: GOREHAM         | CREW CHIEF: GENTNER        |
| DATE: 12-14-2021            | JEP FIELD DATE: 11-22-2021 |

CUS UW 107TH AVE &  
MCDOWELL RD ST/LT  
NE 1/4 SEC 6 T1N-R1E  
0.99E- 5.96N

# EXHIBIT "A"



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N89°20'02"W | 30.90'   |
| L2         | N00°04'04"W | 9.33'    |
| L3         | N01°12'23"E | 18.66'   |

|                                                                 |                            |                                                                                                                         |
|-----------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------|
| SALT RIVER PROJECT<br>AGRICULTURAL IMPROVEMENT & POWER DISTRICT |                            |  SURVEY DIVISION<br>LAND DEPARTMENT |
| SRP LDWR NUMBER: 19-0072-NM                                     | SCALE: NTS                 |                                                                                                                         |
| I.O. NUMBER: T3112365                                           | SHEET: 4 OF 4              | CUS UW 107TH AVE &<br>MCDOWELL RD ST/LT<br>NE 1/4 SEC 6 T1N-R1E<br>0.99E- 5.96N                                         |
| AGENT: SOLIZ                                                    | SHEET SIZE: 8.5"x11"       |                                                                                                                         |
| DRAWN: HICK                                                     | REVISION: 1                |                                                                                                                         |
| CHECKED BY: GOREHAM                                             | CREW CHIEF: GENTNER        |                                                                                                                         |
| DATE: 12-14-2021                                                | JEP FIELD DATE: 11-22-2021 |                                                                                                                         |



EXHIBIT 2  
TO  
ORDINANCE NO. 2022-0422

[Easement 2]

See following pages.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB10W  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO  
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

---

**POWER DISTRIBUTION EASEMENT**

---

Maricopa County  
NE Corner 107th Ave and McDowell Rd  
SW ¼, SEC. 32, T02N, R01E

Agt. HAS  
Job # LJ73104 / T3112365  
W HAS C JEP  
R/W #

**CITY OF AVONDALE, an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Southwest quarter of Section 32, Township 02 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

See Exhibit "A" attached hereto and by their reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

By accepting this easement, Grantee agrees to restore the surface of the Easement Parcel upon completion of the initial installation and any subsequent construction, reconstruction, repair or maintenance work that may be required.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

Notwithstanding anything in this instrument, or laws, statutes, ordinances, rules, or regulations to the contrary, if Grantor requires Grantee to relocate or modify the Facilities, Grantor will (i) pay and/or reimburse Grantee any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument. Grantor acknowledges that the Facilities are being located within public right-of-way at the request of Grantor, and that Grantee materially relied on the provisions of this paragraph in agreeing to Grantor's request.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**



## EXHIBIT "A"

SRP JOB NUMBER: T3112365

SRP JOB NAME: CUS UW 107TH AVE & MCDOWELL RD RELOC

TTRRSS: 02N01E32

DATE: 12-14-2021

PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING 8.00 FEET IN WIDTH, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 32, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 32, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 2637.78 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, NORTH 88 DEGREES 58 MINUTES 44 SECONDS EAST, A DISTANCE OF 137.53 FEET;

THENCE NORTH 01 DEGREES 01 MINUTES 16 SECONDS WEST, A DISTANCE OF 56.90 FEET TO A POINT WITHIN AN EQUIPMENT PAD BEING 6.33 FEET BY 4.17 FEET AND BEING A PART OF THIS EASEMENT AND THE **POINT OF BEGINNING**;

THENCE NORTH 87 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 10.68 FEET TO A POINT WITHIN AN EQUIPMENT PAD BEING 6.33 FEET BY 4.17 FEET AND BEING A PART OF THIS EASEMENT;

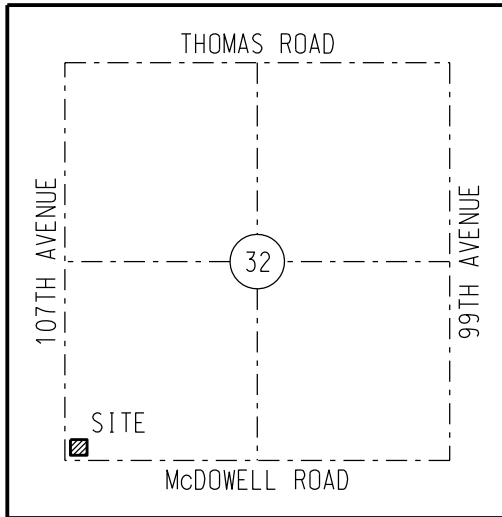
THENCE NORTH 02 DEGREES 48 MINUTES 53 SECONDS WEST, A DISTANCE OF 12.82 FEET TO A POINT WITHIN AN EQUIPMENT PAD BEING 3.50 FEET BY 3.50 FEET AND BEING A PART OF THIS EASEMENT AND THE **POINT OF TERMINUS**.

SAID EASEMENT CONTAINS AN AREA OF 187.94 SQUARE FEET, MORE OR LESS.

**END OF DESCRIPTION**



# EXHIBIT "A"



VICINITY MAP (NTS)  
T2N, R1E  
G&SRM

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S) ARE PART OF THIS EASEMENT

## ABBREVIATION TABLE

|      |                          |
|------|--------------------------|
| APN  | ASSESSOR'S PARCEL NUMBER |
| EPAD | ELECTRICAL EQUIPMENT PAD |
| MCR  | MARICOPA COUNTY RECORDER |
| (M)  | MEASURED                 |
| LVI  | LAST VISUAL INSPECTION   |
| NTS  | NOT TO SCALE             |



BASIS OF BEARINGS:  
THE ARIZONA STATE PLANE COORDINATE  
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION  
LAND DEPARTMENT

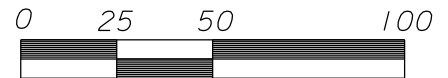
|                             |                            |
|-----------------------------|----------------------------|
| SRP LDWR NUMBER: 19-0072-NM | SCALE: NTS                 |
| I.O. NUMBER: T3112365       | SHEET: 2 OF 3              |
| AGENT: SOLIZ                | SHEET SIZE: 8.5"x11"       |
| DRAWN: HICK                 | REVISION: 1                |
| CHECKED BY: GOREHAM         | CREW CHIEF: GENTNER        |
| DATE: 12-14-2021            | JEP FIELD DATE: 11-22-2021 |

CUS UW 107TH AVE &  
MCDOWELL RD ST/LT  
SW 1/4 SEC 32 T2N-R1E  
1.03E- 6.01N

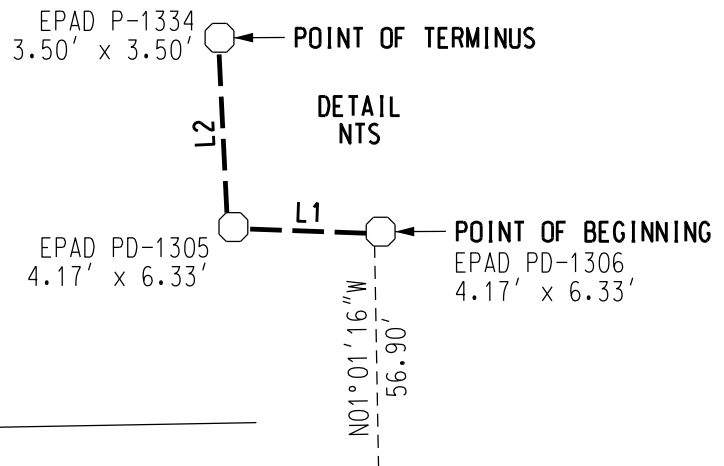
# EXHIBIT "A"

APN: 102-32-391

NORTH

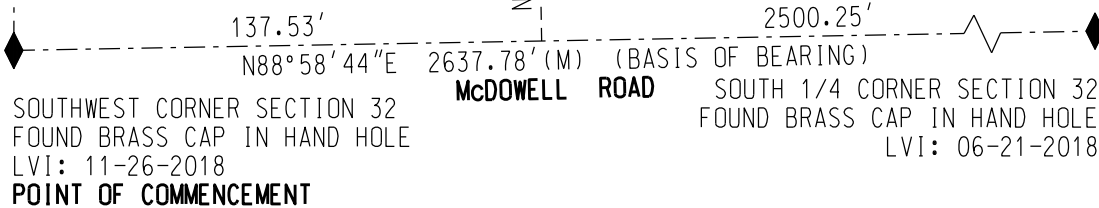


107TH AVENUE



SEE DETAIL ABOVE

POINT OF BEGINNING



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N87°57'39"W | 10.68'   |
| L2         | N02°48'53"W | 12.82'   |

SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION  
LAND DEPARTMENT

|                             |                            |
|-----------------------------|----------------------------|
| SRP LDWR NUMBER: 19-0072-NM | SCALE: 1" = 50'            |
| I.O. NUMBER: T3112365       | SHEET: 3 OF 3              |
| AGENT: SOLIZ                | SHEET SIZE: 8.5"x11"       |
| DRAWN: HICK                 | REVISION: 1                |
| CHECKED BY: GOREHAM         | CREW CHIEF: GENTNER        |
| DATE: 12-14-2021            | JEP FIELD DATE: 11-22-2021 |

CUS UW 107TH AVE &  
MCDOWELL RD ST/LT  
SW 1/4 SEC 32 T2N-R1E  
1.03E- 6.01N

## CITY COUNCIL REPORT

---

**SUBJECT:** Ordinance 2023-0422 - Second Amendment to the lease agreement for Phoenix Children's Hospital

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

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

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

---

**STRATEGIC PLAN:**

This item supports creative and sustainable community development.

---

**PURPOSE:**

City Council will consider a request to adopt Ordinance 2023-0422, approving a second amendment to the lease agreement for Phoenix Children's Hospital and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

The City entered into a lease agreement with Phoenix Children's Hospital on November 2nd, 2020, located in the BLVD Retail Liner. On November 1st, 2021, Council approved a first amendment to update the address. This second amendment will provide an update to section 9.1 regarding parking.

**DISCUSSION:**

In the original lease, the City identified specific parking stalls to be allocated for the use of Phoenix Children's Hospital on 114th Avenue. Due to the construction of a turn lane on 114th Avenue to accommodate Dutch Bros, nine parking spaces previously assigned to Phoenix Children's Hospital have been displaced. The proposed amendment modifies the agreement to allow for the relocation of these spaces to other stalls along 114th Ave.

**BUDGET IMPACT:**

No budget impact

**RECOMMENDATION:**

Staff recommends Council approves an Ordinance to remove the parking exhibit and update section 9.1 of the lease.



**ORDINANCE NO. 2023-0422**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF AVONDALE AND PHOENIX CHILDREN'S HOSPITAL, INC.

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

SECTION 1. The Second Amendment to the Lease Agreement between the City of Avondale and Phoenix Children's Hospital, Inc. 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 and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, April 4, 2022.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Nicholle Harris, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 2023-0422

[Second Amendment]

See following pages.

**SECOND AMENDMENT  
TO  
LEASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
PHOENIX CHILDREN'S HOSPITAL**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is entered into as of the Effective Date by and between the City of Avondale, an Arizona municipal corporation ("Landlord") and Phoenix Children's Hospital, Inc., an Arizona non-profit corporation ("Tenant"). Landlord and Tenant are referred to collectively as the "Parties." The "Effective Date" shall be the date upon which the last of the Landlord and Tenant execute this Second Amendment.

**RECITALS**

A. Landlord and Tenant entered into that certain Lease Agreement, dated November 2, 2020 (the "Lease"), regarding that certain real property generally located at Corporate Drive and 114<sup>th</sup> known as The BLVD Retail. Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Lease.

B. Landlord and Tenant entered into that certain First Amendment Lease Agreement, dated November 1, 2021 (the "First Amendment").

C. The Parties desire to amend the Lease as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Lease as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Amendment to Lease. The Lease is hereby amended as follows:

(a) Paragraph 9.1, Parking, is hereby deleted in its entirety and replaced as follows:

9.1 Tenant and its employees, customers and invitees may have the non-

exclusive right, together with Landlord and all other tenants and occupants of the BLVD Retail, to park on a first come first serve basis, in the public parking spaces located on N. 114th Avenue, W. Dale Earnhardt Drive and The BLVD. Neither Tenant, nor its employees shall use any parking spaces marked or designated as reserved parking spaces for other tenants of Landlord. Tenant shall, within five days after request from Landlord, furnish to Landlord the automobile license numbers of all automobiles owned or used by Tenant or its employees. If there is a violation of the foregoing requirement by any employee of Tenant, Landlord shall give Tenant notice thereof, and if such violation continues following notice to Tenant, Landlord shall have the right, at Landlord's option, to tow any vehicle parked in violation of the terms hereof, or to charge Tenant the sum of \$35.00 per day for each violation. Landlord shall provide sixteen (16) designated parking spaces. Exhibit E illustrates the overall on-street parking along 114th Avenue in front of The BLVD Retail. Tenant will have spots numbered 5-13 and 28-34 which are near the Premises at no charge as dedicated parking spots available Monday through Saturday from 6:00 AM -8:00 PM. Signage will be installed at the Tenant's sole cost and expense notifying the public of the reserved spaces during this time. The parking spots will be open to the public on a first come first serve basis on all other days and times. Upon termination or expiration of the Lease, it will be the sole responsibility of the Tenant to remove any signage associated with these dedicated parking spots. In addition to the reserved spaces, there will be unreserved parking available for the Building on no less than a 5 per 1,000 square feet basis.

(b) Exhibit E of the Lease is hereby deleted in its entirety and replaced by a new Exhibit E attached hereto as Exhibit 1 and incorporated herein by reference.

3. Effect of Amendment. Except as specifically modified by this Second Amendment, the Lease remains in full force and effect and is in all events ratified, confirmed and approved.

4. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Second Amendment, the First Amendment, and the Lease, the documents shall govern in the order listed herein.

5. Non-Default. By executing this Second Amendment, Tenant affirmatively asserts that, to Tenant's knowledge, Landlord is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Lease.

6. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment as of the last date set forth under the signatures of the Parties below.

**“Landlord”**

**CITY OF AVONDALE,**  
an Arizona municipal corporation

\_\_\_\_\_  
Cherlene Penilla, Acting City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Marcella Carrillo, City Clerk

**“Tenant”**

**PHOENIX CHILDREN’S HOSPITAL, INC.,**  
an Arizona non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1  
TO THE  
SECOND AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
PHOENIX CHILDREN'S HOSPITAL

[Exhibit E Parking Map]

See following page.

## The BLVD Retail Liner Parking Map



### Phoenix Children's Spaces

5-13

28-34

### Soda Bomb

15

### New Penny Cafe

20-22



## CITY COUNCIL REPORT

---

**SUBJECT:** Fire Station #171

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

**FROM:** James Milanese, City Projects Administrator, (623) 333-1018

**THROUGH:** Tracy Stevens, Acting Assistant City Manager, (623) 333-1014

---

**STRATEGIC PLAN:**

This agenda item supports the following Avondale Strategic Outcome Area: Public Health and Safety - A new or enhanced fire station would enable the Fire Department to maintain a high level of service to the community.

---

**PURPOSE:**

City Council will receive an update from staff and consider a request to direct staff on four potential options for Fire Station #171. The Council will take appropriate action.

**BACKGROUND:**

Fire Station #171, located at 5th Street and Belmont Drive in Old Town Avondale, was constructed in 1985 and last remodeled in 2004. The facility is aged and does not currently meet the needs of the Fire Department. In the spring of 2021, City Council adopted the Fiscal Year 2022 Capital Improvement Plan (CIP) budget, which included a replacement facility at 10th Street and Western Ave, just south of the Avondale Family Resource Center. This location would remove the facility from Old Town permanently and staff have received feedback regarding the move and requests to leave Fire Station #171 at the current location.

**DISCUSSION:**

Staff will share an overview of the current facility and the current CIP project status. The presentation will also include four potential options for the fire station and request that City Council provide consensus to move forward with one of the options. The options are:

1. Continue to design and build a replacement for Fire Station #171 to be located at 10th St. and Western Ave.;
2. Remodel the existing fire station;
3. Construct a new fire station on site at the current fire station location;
4. Identify a new location south west of the current location to construct a replacement fire station.

**BUDGET IMPACT:**

To be determined dependent on the option selected.

**RECOMMENDATION:**

Staff recommends that City Council provide direction to move forward with one of the options.

*Contact person for document distribution: James Milanese*

---

## CITY COUNCIL REPORT

---

**SUBJECT:** Public Hearing - 2022 - 2023 HUD Annual Action Plan

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

**FROM:** Chris Lopez, Director of Neighborhood & Family Services, (623) 333-2711

**THROUGH:** Cherlene Penilla, Acting 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.
- 

### PURPOSE:

City Council will hold a public hearing and receive an update on the draft of the City's 2022-2023 Annual Action Plan which is required by the U.S. Department of Housing and Urban Development (HUD) as a condition to receive the Community Development Block Grant (CDBG) and HOME Investment Partnership funding (HOME). This item is for discussion only, no action will be taken.

### BACKGROUND:

As an entitlement grantee, the City of Avondale receives annual allocations of CDBG funds from HUD, and HOME funds as a member of the Maricopa County HOME Consortium. It is estimated that HUD will allocate \$770,000 in CDBG funds to Avondale for Fiscal Year 2022-2023. The City is estimating an additional \$219,000 in HOME Investment Partnership (HOME) funds through Maricopa County for Fiscal Year 2022-2023. The Federal objective of the CDBG program is to "develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low-moderate income persons." The objective of the HOME Program is to "create affordable housing opportunities for low-income persons." City of Avondale goals and objectives with respect to CDBG and HOME are defined in the 5-Year Consolidated Plan which was approved by City Council in May 2020.

### DISCUSSION:

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

HUD requires that local governments involve the public in completing their Annual Action Plans. Neighborhood and Family Services (NFS) is currently seeking input as part of the public participation process for the FY 2022-2023 Annual Action Plan. The first public hearing was held at the Neighborhood & Family Services

Commission meeting on February 23, 2022. NFS will hold a second public hearing during the required 30-day comment period, which began March 16, 2022 and will extend through April 17, 2022.

Data gathered from the public participation process to date supports the community priorities, which remain as follows: Preserve the existing housing stock, increase homeownership opportunities, affirmatively further fair housing in Avondale, support organizations that assist the City's special needs population, support new construction and rehabilitation of affordable rental development, and improve economic conditions in low-income, economically-challenged neighborhoods.

To advance these goals, staff recommend the following funding allocations for FY 2022-2023

**CDBG Estimated Allocations (\$770,000)**

1. Owner Occupied Home Repair - \$371,000
2. Public Improvements - \$150,000
3. Youth Services (AviTEMP) - \$45,000
4. Workforce Development - \$50,000
5. Administration - \$154,000

**HOME Allocations (\$219,000)**

1. Tenant Based Rental Assistance Program - \$205,000
2. Administration - \$14,000

**BUDGET IMPACT:**

The use of \$219,00 in HOME funds will require a 25% non-federal match from the City of Avondale, which will be included in the proposed budget for next fiscal year. This amounts to \$54,750. CDBG funds do not require a match.

CDBG funds will be appropriated in Fund 2560 and HOME funds appropriated in Fund 2520, which are reserved exclusively for CDBG and HOME appropriations, respectively.

**RECOMMENDATION:**

This item is for information, discussion and direction.

*Contact person for document distribution:*

## CITY COUNCIL REPORT

---

**SUBJECT:** Integrity Line

**MEETING DATE:** 4/4/2022

---

**TO:** Mayor and Council

**FROM:** Nicholle Harris, City Attorney, 623-333-1514

**THROUGH:** n/a

---

**STRATEGIC PLAN:**

Public Health and Safety

---

**PURPOSE:**

City Council will receive a presentation from the City Attorney regarding the implementation of an Integrity Line. This item is for discussion only.

**BACKGROUND:**

The Mayor and City Council have requested the implementation of an Integrity Line for use by City employees. Ethics and compliance with laws, policies and procedures are priorities at the City. Having a method in place for employees to raise concerns about fraud or non-compliance with laws, regulations and policies without fear of retaliation is in the best interest of the City and furthers Avondale's mission of "making lives better."

**DISCUSSION:**

Integrity Line will be administered through a third-party vendor, AnswerNow, Inc. The Integrity Line will consist of a dedicated toll free phone line and a web form for the purpose of submitting complaints and concerns to the City. The phone line and the web form will be available twenty-four hours per day, seven days a week. The phone line will be answered by a live person, who will collect specific details about the reported issue. The party reporting the information may choose to remain anonymous if they so choose. Once received, the complaints will be forwarded to the City Attorney's Office for initial review and then reviewed by a Review Committee for action and resolution.

**BUDGET IMPACT:**

The budget impact for the remaining fiscal year is \$5,000.

**RECOMMENDATION:**

This item is for discussion only.

*Contact person for document distribution: n/a*

## CITY COUNCIL REPORT

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**SUBJECT:** Employee Engagement Survey

**MEETING DATE:** 4/4/2022

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**TO:** Mayor and Council

**FROM:** Andrea Dumbrell, Human Resources Director, (623) 333-2211

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

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### 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.
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### PURPOSE:

A presentation and update regarding the all-employee engagement survey conducted from February 23, 2022 through March 9, 2022 will be provided to the City Council. This item is for discussion only.

### BACKGROUND:

In response to the request made by Council at the January 10, 2022 City Council Budget Retreat to encourage employee engagement in our organization, the City Manager's Office partnered with the Human Resources Department to create an anonymous all-employee engagement survey. The survey, which was administered by the Human Resources Department to ensure the security and anonymity of employee results, was distributed to all employees via SurveyMonkey on February 23, 2022 with a two-week response window and due date of March 9, 2022.

The City Manager's Office and Human Resources worked with the City's operational departments (Public Works, Parks and Recreation, and Public Safety) to ensure that all employees had the opportunity to participate in the survey, as many of our field staff are not in offices and do not have daily access to email.

This survey is an opportunity for City Leadership to learn what our employees need to make our work environment engaging and responsive to the needs of our staff. Through this survey, City Leadership will find ways to prioritize employee engagement in our organization.

### DISCUSSION:

Following is the list of questions asked as part of the employee engagement survey and a high-level analysis of the survey results.

#### 1. Department Information

## Responses by Department:

| Department   | Responses  | FTEs          | Response Rate |
|--------------|------------|---------------|---------------|
| CAO          | 7          | 6             | 117%          |
| Clerk        | 7          | 7             | 100%          |
| CMO          | 6          | 11            | 55%           |
| Courts       | 9          | 14            | 64%           |
| DES          | 29         | 48            | 60%           |
| EcDev        | 6          | 9             | 67%           |
| F&B          | 27         | 36            | 75%           |
| Facilities   | 5          | 7.5           | 67%           |
| FD           | 31         | 97            | 32%           |
| HR           | 12         | 14.5          | 83%           |
| IT           | 14         | 24            | 58%           |
| MPR          | 6          | 7             | 86%           |
| NFS          | 45         | 50.25         | 90%           |
| OPS          | 10         | 20            | 50%           |
| Parks        | 31         | 37.8          | 82%           |
| PD           | 135        | 228           | 59%           |
| PW           | 89         | 108           | 82%           |
| <b>Total</b> | <b>469</b> | <b>725.05</b> | <b>65%</b>    |

**2. In terms of building a workplace community, what activities or programs should the City focus on to increase employee connection to the organization and each other? (Employees may select the top three categories in priority order 1 high, 6 low):**

- In-person all-staff quarterly meetings
- Morale Booster Advisory Committee (MBA) employee engagement events
- Participative events/activities with Department and City leadership
- Interaction and exposure to City Leadership
- Internal training/team building opportunities
- Employee recognition programs

## Response Rates:

Responses ranked in order of importance:

| Rank | Item                                                                | Number of Top Ranked Responses (#1 or #2 Priority) |
|------|---------------------------------------------------------------------|----------------------------------------------------|
| 1    | Internal training / team building opportunities                     | 206                                                |
| 2    | Employee recognition programs                                       | 202                                                |
| 3    | In-person all-staff quarterly meetings                              | 145                                                |
| 4    | Morale Booster Advisory Committee (MBA) employee engagement events  | 124                                                |
| 5    | Interaction and exposure to City Leadership                         | 109                                                |
| 6    | Participative events/activities with Department and City leadership | 104                                                |

**3. Has remote work been available for your position (Y/N)?**

## Response Rates:

| Yes | No  |
|-----|-----|
| 171 | 300 |

4. Rank the following in order of importance to you: pay, remote work (if applicable), flexible work, benefits, other (free-write response)

**Response Rates:**

| Rank | Item          | Number of Top Ranked Responses<br>(#1 or #2 Priority) |
|------|---------------|-------------------------------------------------------|
| 1    | Pay           | 364                                                   |
| 2    | Benefits      | 269                                                   |
| 3    | Flexible Work | 125                                                   |
| 4    | Remote Work   | 90                                                    |
| 5    | Other         | 48                                                    |

The following responses were provided by employees in the “Other” category in addition to the above items. The top five trending response types to the open-response option are ranked below in order of frequency:

| Rank | Item                      | Number of Responses |
|------|---------------------------|---------------------|
| 1    | Career Advancement        | 17                  |
| 2    | Positive Work Environment | 15                  |
| 3    | Effective Supervision     | 7                   |
| 4    | 4-Day Work Week           | 6                   |
| 4    | Employee Recognition      | 6                   |

5. I know what is expected of me in my role with the organization. (Yes / Mostly Yes / Somewhat / Mostly No / No)

**Response Rates:**

| Response   | Rate   |
|------------|--------|
| Yes        | 72.21% |
| Mostly Yes | 17.47% |
| Sometimes  | 7.58%  |
| Mostly No  | 1.47%  |
| No         | 1.26%  |

6. I have the equipment, materials, and resources necessary to successfully do my job.

**Response Rates:**

| Response | Rate   |
|----------|--------|
| Yes      | 48.10% |



|            |        |
|------------|--------|
| Mostly Yes | 34.39% |
| Sometimes  | 12.66% |
| Mostly No  | 3.16%  |
| No         | 1.69%  |

**7. I have the training necessary to do my job well.**

**Response Rates:**

| Response   | Rate   |
|------------|--------|
| Yes        | 49.79% |
| Mostly Yes | 32.28% |
| Sometimes  | 11.81% |
| Mostly No  | 4.85%  |
| No         | 1.27%  |

**8. As an employee of the City of Avondale, my opinions matter to my supervisor/department.**

**Response Rates:**

| Response   | Rate   |
|------------|--------|
| Yes        | 41.98% |
| Mostly Yes | 23.84% |
| Sometimes  | 19.62% |
| Mostly No  | 9.28%  |
| No         | 5.27%  |

**9. Employee feedback seems to matter to City Management and the City Council.**

**Response Rates:**

| Response   | Rate   |
|------------|--------|
| Yes        | 24.63% |
| Mostly Yes | 22.93% |
| Sometimes  | 30.79% |
| Mostly No  | 12.95% |
| No         | 8.70%  |

**10. As an Avondale employee, I have the opportunity for professional development / training.**

**Response Rates:**

| Response   | Rate   |
|------------|--------|
| Yes        | 40.13% |
| Mostly Yes | 25.84% |
| Sometimes  | 22.48% |
| Mostly No  | 7.77%  |
| No         | 3.78%  |

**11. As an Avondale employee, I believe that there are opportunities for internal promotion.**

**Response Rates:**

| Response   | Rate   |
|------------|--------|
| Yes        | 32.00% |
| Mostly Yes | 22.32% |
| Sometimes  | 24.42% |
| Mostly No  | 11.58% |
| No         | 9.68%  |

**BUDGET IMPACT:**

There is no budget impact.

**RECOMMENDATION:**

Recommend that the City Council review the all-employee engagement survey results and make appropriate considerations to provide City Leadership with the resources necessary to continue ongoing Avondale employee engagement efforts.

*Contact person for document distribution: Andrea Dumbrell; Torin Sadow; Ted Flores*

## CITY COUNCIL REPORT

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**SUBJECT:** Presentation and Discussion of the City Manager's Proposed Budget

**MEETING DATE:** 4/4/2022

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**TO:** Mayor and Council

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

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

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**STRATEGIC PLAN:**

The budget process supports all Strategic Plan elements, as the budget allocates funding to the highest priorities of the city.

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**PURPOSE:**

City Council will receive a general overview of the City Manager's proposed budget for fiscal year 2023 (FY2023). This item is for discussion only.

**BACKGROUND:**

The Avondale City Charter requires the City Manager to submit an estimate of the budget for the upcoming fiscal year before June 1st. This estimate shall be in compliance with state law and shall contain an estimate of the revenues needed to meet the projected expenditures for the next fiscal year. The City Manager's Recommended Budget and Estimates are delivered in this presentation and a companion document which is also published on the City's website.

In preparation for this stage in the budget development, the Council has received presentations and information throughout the process, including a retreat in January, and an asset replacement discussion in March. Each of these presentations is designed to solicit feedback and give policy direction to staff on the development of the FY2023 budget beginning on July 1, 2021.

**DISCUSSION:**

The information presented will lead to discussions in order to finalize the FY2023 budget. These discussions will assist the Mayor and Council in making informed decisions regarding the City's operations and capital improvement program (CIP). On April 11, council will receive a presentation highlighting major changes for departmental budgets and capital improvements. Staff will then prepare the Tentative FY2023 Budget for Council consideration on May 2. The Tentative Budget, which is the first step in the formal adoption process establishes the expenditure ceiling for the next fiscal year.

**BUDGET IMPACT:**

The discussions today will guide the further development of the FY2023 budget.

**RECOMMENDATION:**

The information presented is intended to encourage discussion which will lead the development of the FY2023 budget.

*Contact person for document distribution:*