



CITY COUNCIL AGENDA

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

An Installation Ceremony for the Newly Elected Council Members will be held beginning at 6:30 P.M. in the lobby of City Hall. The Avondale City Council will be in attendance at the reception; no City business will be conducted.

**REGULAR MEETING
January 14, 2019
7:00 PM**

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. INSTALLATION OF COUNCIL MEMBERS

Newly elected Council Members will take their Oaths of Office.

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. PROCLAMATION - SPEAK UP, STAND UP, SAVE A LIFE MONTH

The Mayor and Council to issue a Proclamation recognizing the month of January 2019 as Speak Up, Stand Up, Save a Life Month.

b. FIRE & MEDICAL DEPARTMENT LIFE SAFETY RECOGNITION

Mayor, Council, and the Fire & Medical Department would like to publicly recognize Mike Murphy, Chris Alcorn, and Eric Wendling for their lifesaving interventions during an emergency at the American Sports Centers – Avondale in November of 2018.

c. TRAINING ON NEW VOTING SYSTEM

City Council will receive a training of the new voting system installed in the Council Chambers.

4 UNSCHEDULED PUBLIC APPEARANCES

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

5 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. **APPROVAL OF MINUTES**

City Council will consider a request to approve the November 5, 2018, November 19, 2018, and December 3, 2018 City Council Meeting minutes. The Council will take the appropriate action.

b. **APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES**

City Council will consider a request to approve the City Council subcommittee's recommendations for the appointment of members of the city's boards, commissions and committees. The Council will take the appropriate action.

c. **APPOINTMENT OF CHAIR AND VICE CHAIR TO THE PLANNING COMMISSION AND THE BOARD OF ADJUSTMENT**

City Council will consider a request to approve the City Council subcommittee's recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment. The Council will take appropriate action.

d. **REMOVAL OF MEMBER FROM THE JUDICIAL ADVISORY BOARD**

City Council will consider staff's recommendation to remove Edward Maldonado from the Judicial Advisory Board. The Council will take appropriate action.

e. **COOPERATIVE PURCHASING AGREEMENT WITH JPMORGAN CHASE BANK, N.A. FOR COMPREHENSIVE BANKING SERVICES.**

City Council will consider a Cooperative Purchasing Agreement with JPMorgan Chase Bank, N.A. for comprehensive banking services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. **COOPERATIVE PURCHASE AGREEMENT WITH SOUTHWEST SLURRY SEAL, INC**

City Council will consider a Cooperative Purchasing Agreement with Southwest Slurry Seal, Inc. to provide Asphalt Preservation Treatment Services in an amount not to exceed \$900,000 annually and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **AMENDMENT NO. 2 TO CONSTRUCTION CONTRACT STANDARD CONSTRUCTION COMPANY INC. - CDBG STREET AND SIDEWALK IMPROVEMENT**

City Council will consider a request to approve a Second Amendment to the CDBG Streets and Sidewalk Improvement Project construction contract with Standard Construction Company, Inc. in the amount of \$192,213.69, authorize the transfer of \$30,000 from 514-1057-00-8520, to 514-1162-00-8520, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

h. **NINTH AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT CARE1ST HEALTH PLAN ARIZONA**

City Council will consider a request to approve the ninth amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to receive continuing funds for operation of the Care1st Avondale Resource Center in the amount of \$158,894.49 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 3512-119 AND RESOLUTION 3513-119 - ALAMAR PHASE I MAINTENANCE IMPROVEMENT DISTRICT**

City Council will consider a request to approve the Petition for Formation, adopt Resolution 3512-119 declaring its intention to form the City of Avondale Maintenance Improvement District No. 6, Alamar Phase 1, providing for the assessment and adopt Resolution 3513-119 declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency. The Council will take appropriate action.

j. **RESOLUTION 3510-119 - SUPPORTING TRELLIS HOME CHDO APPLICATION**

City Council will consider adopting Resolution 3510-119 associated with a grant application submitted by Trellis to Maricopa County for HOME CHDO funds, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **FINAL PLAT OF ALAMAR, PHASE 1 SUBDIVISION (APPLICATION PL-18-0207)**

City Council will consider a request by Mr. Frank Koo with Wood Patel & Associates, Inc. for approval of a Final Plat for Phase 1 of the Alamar development. Consistent with the Preliminary Plat approved by City Council on September 17, 2018, the proposed Final Plat will create 461 single-family lots, 42 common area tracts, and dedicate all streets and easements for the initial phase of the community located at the southwest corner of Avondale Boulevard and Broadway Road. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for Alamar as a separate agenda item. The Council will take appropriate action.

6 SELECTION OF NEW VICE MAYOR

City Council will accept nominations and designate one of its members as Vice Mayor for a two-year term. The Council will take appropriate action.

7 PUBLIC HEARING - PROPOSED LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN

City Council will conduct a public hearing on the City's proposed land use assumptions (LUA) and infrastructure improvement plan (IIP) that will be used as the basis for the development impact fees assessed on new development. The Council will take the appropriate action.

8 PUBLIC HEARING - REVISED HARVARD-TOBIN (VERDE TRAILS II) ANNEXATION

City Council will consider a request regarding the proposed annexation of approximately 42 acres of land located east of the southeast corner of Avondale Boulevard and Broadway Road. The Council will take appropriate action.

9 PUBLIC HEARING AND CONDITIONAL USE PERMIT FOR VERTICAL BRIDGE/E-Z TOWING (T-MOBILE) (APPLICATION PL-18-0200)

City Council will consider a request by Gary Cassel with Clearblue Services, on behalf of T-Mobile, to approve a Conditional Use Permit (CUP) for a wireless service facility on a 3.72-acre parcel owned by All-Services Automotive Professional LLC, located east of the southeast corner of Dysart Rd. and Riley Dr. within the E-Z Towing & Recovery site. The Council will take appropriate action.

10 DISCUSSION ITEMS

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

a. **2019 LEGISLATIVE GUIDING PRINCIPLES**

Council will review and provide guidance to staff on the proposed 2019 City of Avondale State Legislative Agenda. This report presents state legislative policy priorities that have been identified by staff as well as the Council.

11 ADJOURNMENT

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

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

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

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

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

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

City of Avondale *Proclamation*

Speak Up, Stand Up, Save a Life Month

January 2019

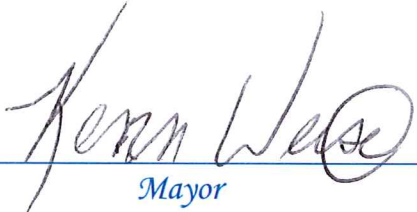
WHEREAS, the Speak Up, Stand Up, Save a Life movement presents an ideal opportunity to help bridge the gap between our local community, government, and law enforcement in a positive way; and

WHEREAS, our local schools are facing unnecessary tragedies where warning signs are placed on social media or observed in person, but are not being reported as serious threats or cries for help; and

WHEREAS, our youth need to be empowered to report concerning posts or comments to law enforcement or school representatives, and to help spread the message that it is okay to care enough to speak up, stand up and save a life; and

WHEREAS, more than 3,000 students from 300 Arizona schools will learn the message and create communication programs in their schools and communities.

NOW THEREFORE, I Kenneth N. Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona do hereby proclaim January 2019 as Speak Up, Stand Up, Save a Life Month in Avondale and encourage all schools, students, parents, educators and residents to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.



Mayor

ATTEST:



City Clerk



CITY COUNCIL AGENDA

SUBJECT:

Approval of Minutes

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve the November 5, 2018, November 19, 2018, and December 3, 2018 City Council Meeting minutes. The Council will take the appropriate action.

RECOMMENDATION:**ATTACHMENTS:****Description**

[11.5.18 Regular Meeting](#)

[11.5.18 Work Session](#)

[11.19.18 Regular Meeting](#)

[11.19.18 Work Session](#)

[12.03.18 Regular Meeting](#)

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
November 5, 2018

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 7:00 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Kevin Artz, Assistant City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Director, Development Services; David Janover, City Engineer, Development and Engineering Services; Rick Williams, Planner II, Development and Engineering Services; Ken Galica, Division Lead Planner, Development and Engineering Services; Andrew McGuire, City Attorney; and Linda Mendenhall, Acting City Clerk.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

City Council joined Police Chief Dale Nannenga in formally welcoming the four new police officers.

- Officer Dustin Greenwood
- Officer Coe Mangisi
- Officer Nicholas Piccirello
- Officer Zachary Schwartz

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. RESOLUTION 3500-1118 – HONORING OFFICER PATRICIA RUSTENBURG ON OCCASION OF HER RETIREMENT

Police Chief Dale Nannenga thanked Officer Patricia Rustenburg for her 12 years of loyal service to the City and faithfully serving the citizens of Avondale with integrity and professionalism.

Council Member Sierra moved to adopt Resolution 3500-1118, Vice Mayor Kilgore seconded the motion. Upon vote, the motion carried unanimously 7 to 0.

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

4 UNSCHEDULE PUBLIC APPEARANCES

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

James Long, founder and owner of Priority Response Solutions, spoke about the first responder training offered to provide real tools and solutions to first responders in active shooter incidents. Mr. Long indicated that in 2016, Avondale became a test pilot and is the only city using this program. Mr. Long offered to present the training to City Council at a future date.

Mayor Weise thanked him for his presentation.

5 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. Council Member Dennis requested Agenda Item 5M be removed for separate discussion.

Council Member Dennis moved to approve the consent agenda with the exception of Agenda Item 5M. Council Member Pineda seconded the motion. Upon vote, the motion was carried unanimously 7 to 0.

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

a. APPROVAL OF MINUTES

Approved the following meeting minutes:

1. Work Session of October 1, 2018
2. Regular Meeting of October 1, 2018
3. Work Session of October 15, 2018
4. Regular Meeting of October 15, 2018

b. 2019 COUNCIL MEETING SCHEDULE

Approved the Council Meeting Schedule for 2019 which includes the rescheduling of three council meetings in observance of holidays and to allow for a summer break.

c. LIQUOR LICENSE SERIES 12 (RESTAURANT) - WINGSTOP

Approved an application for a Series 12 (Restaurant) License submitted by Mr. Thomas Robert Aguilera to sell all spirituous liquors at Wingstop Restaurant location at 1809 N. Dysart Road, Suite C110 in Avondale.

d. SPECIAL EVENT LIQUOR LICENSE – ESTRELLA VISTA RECEPTION CENTER

Approved a special event liquor license application submitted by Maria Victoria Ramirez to be used in conjunction with the Kineks Foundation Annual Fundraiser Banquet to be held on December 7, 2018 from 5:00 p.m. to 1:00 a.m. at the Estrella Vista Reception Center located at 1471 N. Eliseo C. Felix Jr. Way in Avondale.

e. GILA RIVER ADJUDICATION

Authorized the City's outside counsel, Engelman Berger, P.C. to file a joinder or response and fully participate in the proceedings relating to SRP's Petition for Interlocutory Review regarding the Gila River adjudication trial court's August 15, 2018, minute entry and SRP's request for the Arizona Supreme Court to determine whether the 1919 forfeiture statute applies to pre-1919 water rights.

f. COOPERATIVE PURCHASING AGREEMENT WITH PAVEMENT RESTORATION, INC.

Approved a Cooperative Purchasing Agreement with Pavement Restoration, Inc. to apply Surface Rejuvenation Treatments on various City of Avondale streets, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

g. COOPERATIVE PURCHASING AGREEMENT WITH NORTH AMERICAN LUBRICANTS FOR FLEET LUBRICANTS

Approved a Cooperative Purchasing Agreement with North American Lubricants Company to provide vehicle lubricants in an annual amount not to exceed \$20,000 and a maximum aggregate amount not to exceed \$100,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

h. COOPERATIVE PURCHASING AGREEMENT WITH SHI INTERNATIONAL CORP. TO PROVIDE INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES

Approved a Cooperative Purchasing Agreement with SHI International Corp under the City of Mesa Agreement No. 2018011 dated August 7, 2018 to provide information technology solutions and services in an annual amount not to exceed \$975,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

i. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT WITH ADVANCED CHEMICAL – HHW DISPOSAL

Approved the First Amendment to the Cooperative Purchasing Agreement with Advanced Chemical Transport, Inc. to provide environmental services for a maximum aggregate amount not to exceed \$150,000 over the term of the agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

j. PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC

Approved the Professional Services Agreement with Dibble and Associates Consulting Engineers, Inc. (Dibble) to provide as-needed land surveying and technical services for the City, in an annual amount not to exceed \$50,000 and an aggregate amount not to exceed \$100,000.00, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

k. PROFESSIONAL SERVICES AGREEMENT WITH MATRIX DESIGN GROUP, INC.

Approved a Professional Services Agreement with Matrix Design Group, Inc. in an amount not to exceed \$98,312 to update the City Center Specific Plan and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

l. RESOLUTION 3498-1118 – MOU BETWEEN GLENDALE POLICE DEPARTMENT AND AVONDALE POLICE DEPARTMENT FOR SCHEDULING AND USE OF NIBIN

Approved Resolution 3498-1118 authorizing the Avondale Police Department's participation in a Memorandum of Understanding (MOU) with the Glendale Police Department to schedule and use their National Integrated Ballistic Information Network (NIBIN) and authorize the

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

m. ORDINANCE 1674-1118 – ACQUISITION OF REAL PROPERTY FOR THE 99TH AVE AESTHETICS PROJECT

Tracy Stevens, Development and Engineering Services Director, responded to a question from Council Member Dennis regarding the funding for the acquisition of the property.

Council Member Dennis moved to adopt Ordinance 1674-1118 authorizing the dedication, purchase, or condemnation of real property for the 99th Avenue Aesthetics Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

Council Member Malone seconded the motion. Upon vote, the motion carried unanimously.

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

n. ORDINANCE 1675-1118 DEDICATING AN IRRIGATION EASEMENT TO SRP ALONG AVONDALE BOULEVARD AND NORTH OF ENCANTO BOULEVARD

Adopted Ordinance 1675-1118, dedicating an Irrigation Easement to Salt River Project (SRP) along Avondale Boulevard, north of Encanto Boulevard and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

o. ORDINANCE 1677-1118 – AUTHORIZING THE PURCHASE OF PROPERTY

Adopted Ordinance 1677-1118 authorizing the purchase of real property located at Avondale Boulevard and City Center Dr. and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

Clerk's Note: Agenda Items 6 and 7 were presented together.

6. RESOLUTION 3504-1118 – DEVELOPMENT AGREEMENT WITH SECOND PLACE, L.L.C, MY PLACE HOTELS (APPLICATION PL-17-0204)

Rick Williams, Planner II of Development and Engineering Services, provided an overview of the proposed Development Agreement and development plan approval for a hotel, My Place Hotels extended stay hotel located at the northeast corner of Avondale Boulevard and Dale Earnhardt Drive in City Center.

Information included:

- Site details
 - o Including a four-story, 63-room extended stay hotel in the City Center area
 - o Amenities to include a business center, a pool, and other amenities.
- Hotel design
 - o Contemporary and modern design
 - o Vibrant color palette

David Gustafson, Heavy Constructors, LLC, answered questions from council regarding security, length of stay, price points, and number of employees.

In response to questions from council, Andrew McGuire, City Attorney, clarified the contract term prohibitions and the ability to seek damages if the party does not comply with the standards as outlined in the development agreement.

In response to questions from council, Mr. Gustafson explained they chose Avondale due to location.

Council Member Pineda moved to adopt Resolution 3504-1118 approving a Development Agreement with Second Place, L.L.C., and authorizing the Mayor or City Manager and City Clerk to execute the agreement. The proposed Development Agreement will allow the developer to construct and operate a 63-room My Place extended stay hotel on 1.7 acres of property located on the northeast corner of Avondale Boulevard and Dale Earnhardt Drive.

Council Member Conde seconded the motion. Upon vote, the motion carried 6 to 1.

Council Member Pineda	Aye
Council Member Dennis	Nay
Council Member Malone	Aye
Mayor Weise	Aye
Vice Mayor Kilgore	Aye
Council Member Sierra	Aye
Council Member Conde	Aye

7. MY PLACE HOTELS – DEVELOPMENT PLAN APPROVAL (PL-18-0087)

Vice Mayor Kilgore moved to approve a request by Mr. David Gustafson, Heavy Constructors, LLC, for approval of the My Place Hotels Development Plan located on a 1.72-acre parcel of land at the northeast corner of Avondale Boulevard and Dale Earnhardt Drive in the City Center.

Council Member Pineda seconded the motion. Upon vote, the motion carried unanimously.

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

Clerk's Note: Agenda Items 8 and 9 were presented together.

8. PUBLIC HEARING AND RESOLUTION 3501-1118 – CITY CENTER SPECIFIC PLAN TEXT AMENDMENT (APPLICATION PL-18-0006)

The item has previously been continued by the Council at the June 18, 2018, July 16, 2018, August 13, 2018, September 10, 2018, and October 15, 2018 City Council meetings.

Ken Galica, Lead Planner of Development and Engineering Services, reported on the City Center Specific Plan Text Amendments and Zoning Amendment. Mr. Galica noted the flexibility that the amendments provide.

Carolyn Oberholtzer, Bergen Frakes, Smally and Oberholtzer, PLLC thanked council and noted the text amendments have been reshaped to address previous concerns of the council, including drive-through and grocery stores exceeding 36,000 square feet.

Discussion ensued regarding specialty beverage staff.

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed.

Council Member Pineda moved to adopt Resolution 3501-1118, amending the text of the City Center Specific Plan, modifying development and design standards within the "Employment Mixed Use" sub- district.

Council Member Conde seconded the motion. Upon vote, the motion carried unanimously.

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

9. PUBLIC HEARING AND ORDINANCE 1676-1118 – ZONING ORDINANCE TEXT AMENDMENT TO SECTION 501, CITY CENTER DISTRICT (APPLICATION PL-18-0007)

This item has previously been continued by the Council at the June 18, 2018, July 16, 2018, August 13, 2018, September 10, 2018, and October 15, 2018 City Council meetings.

Council Vice Mayor Kilgore moved to adopt Ordinance 1676-1118 amending Zoning Ordinance Section 501, City Center District (CCD), modifying development standards, design requirements, and permitted land uses within the City Center's Employment Mixed Use (EMU) sub-district.

Council Member Dennis seconded the motion. Upon vote, the motion carried unanimously.

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

10. EXECUTIVE SESSION

City Council held an executive session pursuant to (i) Ariz. Rev. Stat §38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney and (ii) Ariz. Rev. Stat §34-431.01

(A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct City Attorney regarding the City's position regarding possible litigation and (iii) Ariz. Rev. Stat §38-431.03 (A)(7) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the City's position for the acquisition of real property.

Council Member Dennis moved to adjourn to Executive Session. Council Member Malone seconded the motion. Upon vote, the motion carried unanimously

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

11 ADJOURNMENT

There being no further business before the Council, Vice Mayor Kilgore moved to adjourn the meeting; Council Member Sierra seconded the motion. Motion was carried unanimously.

Meeting adjourned at 8:57 p.m.

Mayor Kenn Weise

Marcella Carrillo
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 5th day of November 2018. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
November 5, 2018

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:03 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Kevin Artz, Assistant City Manager; Gina Montes, Assistant City Manager; Memo Espinoza, Assistant Police Chief; Daniel Davis, Economic Development Director; Andrew McGuire, City Attorney; and Linda Mendenhall, Acting City Clerk.

1 ROLL CALL BY THE CITY CLERK

2 FBI NATIONAL ACADEMY EXPERIENCE

Memo Espinoza, Assistant Police Chief, spoke about the ten-week Federal Bureau of Investigations National Academy he attended in Quantico, Virginia from July 9, 2018, to September 14, 2018.

Discussion ensued regarding:

- Goals of the academy
 - o Develop leadership skills
 - o Wellness (physical, mental and spiritual)
 - o Network development
- Course attended
 - o Leading Organizational Change
 - o Wellness/Fitness
 - o Emotional Intelligence
 - o Psychology of Leadership
 - o Managing the Law Enforcement Image through Social Media
- Benefits to the City
 - o Improved leadership skills
- Accomplishments
 - o National Academy Diploma
 - o Master Level Credits from the University of Virginia

Mayor and City Council thanked Assistant Chief Espinoza for his presentation and gave him kudos for his accomplishment.

3 AVONDALE AND REGIONAL MULTI-FAMILY RESIDENTIAL MARKET

Daniel Davis, Economic Development Director, provided a regional overview of the City of Avondale's residential multi-family market.

Discussion ensued regarding:

- Residential statistics
 - o Single-family residence makeup 82% of the market at 22,000
 - o Multi-family residence makeup 18% of the marker at almost 5,000
- Regional comparison
- Current multi-housing construction trends throughout the valley
 - o Occupancy rates
 - o Average rent per square foot
- Median age for homeowners
- Potential barriers to homeowners
- Employment trends and future trends
- Creation of a blueprint for future growth
- General plan based on development

Discussion ensued regarding flexible housing options for the middle class.

Charles Montoya, City Manager, provided information on a holistic view for development, initial housing placement, amenities offered and transportation plans.

4 ADJOURNMENT

There being no further business before the Council, Vice Mayor Kilgore moved to adjourn the work session. Council Member Pineda seconded the motion, which carried unanimously.

Meeting adjourned at 6:53 p.m.

Mayor Weise

Marcella Carrillo
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Council of the City of Avondale held on the 5th day of November 2018. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
November 19, 2018

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 7:38 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Kevin Artz, Assistant City Manager; Gina Montes, Assistant City Manager; Ken Galica, Division Lead Planner, Development and Engineering Services; Andrew McGuire, City Attorney; and Linda Mendenhall, Acting City Clerk.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

Mayor Weise and Council recognized Sandy Lopez, Executive Assistant to the Council, for her service over the past few years. Council presented Ms. Lopez with a gift as a token of their appreciation and wished her well in her new position in the City.

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.

Mayor Weise asked if any council member wished to have an item removed from the consent agenda for further consideration. Having no requests from Council, Vice Mayor Kilgore moved to approve the consent agenda. Council Member Conde seconded the motion. Upon vote, the motion carried unanimously 7 to 0.

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

a. APPROVAL OF MINUTES

Approved the April 9, 2018 meeting minutes:

b. AUTHORIZATION TO PROCEED – HARVARD TOBIN (VERDE TRAILS II)

Approved a request from Carolyn Oberholtzer of Bergin, Frakes, Smalley, and Oberholtzer, PLLC, on behalf of the property owners to begin the annexation process of approximately 39.04 acres of land located east of the southeast corner of Avondale Boulevard and Broadway Road.

c. COOPERATIVE PURCHASING AGREEMENT WITH ABACUS PROJECT MANAGEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR THE RESOURCE AND SENIOR CENTER AND POLICE EXPANSION PROJECTS

Approved the Cooperative Purchase Agreement with Abacus Project Management, Inc. to provide professional project management services for the Resource and Senior Center and Police Building Expansion Projects in an amount of \$150,000, and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

d. COOPERATIVE PURCHASING AGREEMENT WITH GOODMAN'S, INC.

Approved a Cooperative Purchasing Agreement with Goodmans, Inc. for furniture, products and services in a maximum aggregate amount of \$310,000 over the term of the agreement and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

e. FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING

Approved the First Amendment to the Professional Services Agreement (PSA) with Willdan Engineering to increase the aggregate contract spend to \$1,000,000, extend the term of the contract through December 3, 2019, authorize the transfer of \$165,200 from City contingency to cover the contract increase for the remainder of the first and second terms of the agreement, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

f. DESIGN AND CONSTRUCTION AGREEMENT – SALT RIVER VALLEY WATER USERS' ASSOCIATION – NEW PRODUCTION WELL

Approved a Design and Construction Agreement with Salt River Project (SRP) to provide design and construction services for replacement well 1E-6.6N in the amount of \$530,566 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. RESOLUTION 3502-1118 AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE GOVERNORS OFFICE OF HIGHWAY SAFETY (GOHS) DUI ENFORCEMENT OVERTIME PROGRAM

Adopted Resolution 3502-1118 authorizing the acceptance of grant funding of \$20,000 from the Governor's Office of Highway Safety DUI enforcement overtime Program to fund Police Department DUI Enforcement Overtime, and authorize the Mayor, City Manager, and City Clerk to execute the necessary documents.

h. RESOLUTION 3503-1118 AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE GOVERNORS OFFICE OF HIGHWAY SAFETY (GOHS) OCCUPANT PROTECTION PROGRAM

Adopted Resolution 3503-1118 authorizing the acceptance of grant funding of \$6,000 from the Governor's Office of Highway Safety Occupant Protection Program to the Fire and Medical Department to promote vehicle occupant safety and education, and authorize the Mayor, City Manager, and City Clerk to execute the necessary documents.

Clerk's Note: Agenda Items 4 and 5 were presented together.

**4 PUBLIC HEARING AND RESOLUTION 3505-1118 – MINOR GENERAL PLAN
AMENDMENT – ENCANTO TOWNHOMES (APPLICATION PL-18-0094)**

Ken Galica, Division Lead Planner, Development and Engineering Services provided an overview of the Encanto Townhomes project.

Information included:

- Overview of the proposed general plan and zoning amendments
- Community details:
 - o 116 owner occupied units
 - o Pedestrian trail
 - o Community pool
 - o Two-car garage
 - o Guest parking

In response to questions from Council, Shaine Alleman, Tiffany & Bosco P.A., provided the following information:

- Status of the selection of a developer
- Traffic into the complex
- Pedestrian access
- Balconies
- Housing square footage
- Owner occupied percentages
- Ground breaking date
- Project completion date of June 2019

Mayor Weise opened the public hearing and asked if anyone wished to comment on the item. Having no requests from those present to address the item, Mayor Weise declared the public hearing closed.

Council Member Dennis moved to approve Resolution 3505-1118 amending the General Plan Land Use Map for approximately 6.9 net acres, changing the property's Land Use designation from Office/Professional to High Density Residential. The subject property is located at the southwest corner of Avondale Boulevard and Encanto Boulevard. Vice Mayor Kilgore seconded the motion. Motion was carried unanimously

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

5. PUBLIC HEARING AND ORDINANCE 1678-1118 N- REZONING TO PAD (PLANNED AREA DEVELOPMENT) – ENCANTO TOWNHOMES (APPLICATION PL-18-0095)

Mayor Weise opened the public hearing for the Rezoning to Planned Area Development and asked if anyone wished to comment, after acknowledging there were no comments, he closed the public hearing.

Council Member Dennis moved to adopt Ordinance 1678-1118 rezoning approximately 8.5 gross acres from AG (Agricultural) to PAD (Planned Area Development) for high density single-family residential use. The subject property is located at the southwest corner of Avondale Boulevard and Encanto Boulevard. Vice Mayor Kilgore seconded the motion. Upon vote, the motion carried unanimously.

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

6 ADJOURNMENT

There being no further business before the council Vice Mayor Kilgore moved to adjourn the meeting; Council Member Conde seconded the motion. Motion was carried unanimously.

Meeting adjourned at 8:06 p.m.

Mayor Kenn Weise

Marcella Carrillo
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 19th day of November, 2018. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
November 19, 2018

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

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Kevin Artz, Assistant City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Development and Engineering Services Director; Kirk Haines, Parks and Recreation Director; Christina Underhill, Parks and Recreation Assistant Director; Andrew McGuire, City Attorney; and Linda Mendenhall, Acting City Clerk.

1. ROLL CALL BY THE CITY CLERK

2. CITY CENTER SPECIFIC PLAN UPDATE WORK SESSION CHARRETTE

Tracy Stevens, Development and Engineering Services Director, introduced the Matrix Design Group team and gave a brief update on the City Center Specific Plan.

Felipe Zuba, Matrix Group, summarized the project and reported on the following:

- Current plan analysis and identification of barriers
- Market analysis and identifying opportunities
- Plan updates to include design, density, intensity and project area
- Economic development strategy
- Plan implementation strategies

Tom Prop, Matrix Group, shared some case studies from various cities as well as information on Westgate sports entertainment center.

Mr. Prop reviewed the survey data with Council and a discussion ensued regarding the following items:

- Vision
- Design, density, intensity, project area
- Office space
- Type of retail and housing
- City investment
- Size and pattern of development
- Development strategy

Mr. Phillipe mentioned that a follow-up survey is forthcoming and that it will focus more on preferences and will include more market analysis information. Ms. Stevens also commented on the additional survey that will take place which will include data collection from meetings with stakeholders and a community meeting to be held in the spring of 2019.

3 FESTIVAL FIELDS PHASE II UPDATE

Christina Underhill, Assistant Park Director presented an update on the current design status for Festival Fields Phase II project and recognized the design build team:

- Haydon Building Corp.
- J2 Engineering and Environmental Design (J2)
- Dick and Fritsche Design Group (DFDG) - Architecture
- Wright Engineering – Electrical
- RAMM – Geotech
- CRS – Survey
- American Ramp

Ms. Underhill reported on the updates to the Park Master Plan addressing the revisions through key group areas.

- Key A – Sport Court Zone Enlargement – additional parking, skate park/pump track, basketball, pickle ball courts, small ramada and a multi-use field
- Key B – Play and Splash Zone Enlargement – playground with shade, restroom, corporate pavilion, exercise area, splash pad, small and medium ramadas and fish habitat
- Key C – Dog Park Enlargement – additional parking, dog park entrance, maintenance road that can also be used as a walking trail, turf area and etc.
- Key D – Ball Field Enlargement – Ball fields, ball field plaza, restroom, overflow parking and etc.

Fritz Behrhorst, Haydon Construction, discussed the timeline and costs for the project. Estimated completion date is December of 2019 with a projected cost of \$17,500,000.

Discussion among Council ensued regarding:

- Seating area with view of the playground
- Cleanliness of grills
- Seating near the splash pad
- Lighting in the splash pad and skate park area
- Stadium seating for skate competitions
- Updating of bike lanes for safety
- Warm and inviting color scheme
- Playground equipment
- Educating patrons using park rental agreements

4 ADJOURNMENT

There being no further business before the Council, Vice Mayor Kilgore moved to adjourn the work session. Council Member Dennis seconded the motion, which carried unanimously.

City Council meeting adjourned at 7:29 p.m.

Mayor Weise

Marcella Carrillo
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Council of the City of Avondale held on the 19th day of November, 2018. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
December 3, 2018

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 7:00 p.m.

Following a moment of silent reflection in remembrance of Congressman Ed Pastor and President George H. W. Bush, Mayor Kenn Weise led the Pledge of Allegiance.

Members Present: Mayor Kenn Weise; Vice Mayor Bryan Kilgore; Councilmembers Tina Conde, Pat Dennis, Veronica Malone, Mike Pineda, and Lorenzo Sierra.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Marcella Carrillo, City Clerk; Andrew McGuire, City Attorney; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: No members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

Mayor Kenn Weise welcomed Marcella Carrillo as the new City Clerk of Avondale and gave accolades to Linda Mendenhall as Acting City Clerk.

2 UNSCHEDULED PUBLIC APPEARANCES

None.

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.

Mayor Weise asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Kilgore, seconded by Councilmember Pineda, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

a. REVISION TO COUNCIL MEETING SCHEDULE FOR 2019

Approved the revision of the 2019 Council Meeting Schedule in order to accommodate a spring break for Council.

b. LIQUOR LICENSE SERIES 12 (RESTAURANT) - EEST ASIAN BISTRO

Approved an application for a Series 12 (Restaurant) License submitted by Mr. Jian Yong Lu to sell all spirituous liquors at Eest Asian Bistro located at 3145 N. Dysart Road, Suite C102 in Avondale.

c. MEMORANDUM OF UNDERSTANDING WITH CHILDHHELP CHILDRENS CENTER OF ARIZONA

Approved a Memorandum of Understanding (MOU) with Childhelp Children's Center of Arizona (Childhelp) replacing the expired MOU which will assign one Masters level mental health therapist to the Southwest Family Advocacy Center (SWFAC).

d. COOPERATIVE PURCHASING AGREEMENT WITH RICOH USA

Approved a Cooperative Purchasing Agreement with Ricoh USA to provide multifunctional devices, supplies and maintenance in an annual amount not to exceed \$350,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

e. COOPERATIVE PURCHASING AGREEMENT WITH CDW GOVERNMENT LLC. TO PROVIDE INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES

Approved a Cooperative Purchasing Agreement with CDW Government LLC under the City of Mesa Agreement No. 2018011 dated August 7, 2018 to provide information technology solutions and services in an annual amount not to exceed \$975,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

f. COOPERATIVE PURCHASING AGREEMENT WITH CONSTRUCTION PRODUCT MARKETING FOR VALVE PRODUCTS AND SERVICES

Approved a Cooperative Purchasing Agreement with Construction Product Marketing, L.L.C. to purchase air release valve products and services in a maximum annual amount not to exceed \$30,000 and a maximum aggregate amount not to exceed \$130,000 over the five year contract term and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. FIRST AMENDMENT TO THE DESIGN-BUILD AGREEMENT #14805C WITH HAYDON BUILDING CORP FOR FESTIVAL FIELDS PHASE II

Approved the First Amendment to the Design-Build Agreement #14805C with Haydon Building Corp. to establish the Guaranteed Maximum Price No. 1 for the Festival Fields Phase II Design-Build Project in the amount of \$8,551,099.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

h. SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NCS ENGINEERS FOR THE COLDWATER BOOSTER STATION CHLORINATION

Approved a Second Amendment to the Professional Services Agreement with NCS Engineers to provide construction phase engineering and design services for the Coldwater Facilities Chlorination project and increase the amount by \$19,970 for a new aggregate amount of \$134,530; extend the agreement term to January 25, 2019; and authorize the Mayor, or City Manager and City Clerk to execute the contract documents.

i. ORDINANCE 1680-1218 - AUTHORIZING THE PURCHASE AND SALE OF REAL PROPERTY FOR THE RESOURCE AND SENIOR CENTER PROJECT

Adopted Ordinance 1680-1218 authorizing the Purchase and Sale of Real Property for the Resource and Senior Center Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

4 DISCUSSION ITEMS

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

a. RESULTS OF THE 2018 CITIZEN SURVEY

In the essence of time and due to the nature of the executive session item, Mayor Weise requested the discussion item be postponed until a late meeting.

Council Member Pineda moved to postpone agenda item 4a. Results of the 2018 Citizen Survey, Council Member Malone seconded the motion. Upon vote, the motion carried unanimously 7 to 0.

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

5 EXECUTIVE SESSION

City Council held an executive session pursuant to (i) Ariz. Rev. Stat §38-431.03 (A)(1) for discussion or consideration of the performance of the City Manager (ii) Ariz. Rev. Stat §38-431.03 (A)(3) for discussion or consultation for legal advice with the city's attorney and (iii) Ariz. Rev. Stat §34-431.01 (A)(4) for discussion or consultation with the city's attorney in order to consider its position of pending legal issues.

6 ADJOURNMENT

There being no further business before the Council, Vice Mayor Kilgore moved to adjourn the meeting into Executive Session; Council Member Malone seconded the motion.

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

Meeting adjourned at 7:05 p.m.

Mayor Kenn Weise

Marcella Carrillo, CMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 3rd day of December 2018. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk



CITY COUNCIL AGENDA

SUBJECT:

Appointment of Members to the City's Boards,
Commissions and Committees

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

Staff is requesting that the Council approve the City Council subcommittee's recommendations for the appointment of members of the city's boards, commissions and committees.

BACKGROUND:

The Council Boards, Commissions, and Committees Subcommittee makes recommendations for membership based on term expirations, vacancies from resignations, or changes to member eligibility status.

As required in the City Council Rules of Procedures, the City Clerk emailed all candidates notifying them of the recommendations. The email also stated that the recommendation would be presented to the City Council as a scheduled Agenda item.

DISCUSSION:

The Council Subcommittee on Boards, Commissions and Committees held a meeting on December 19, 2018 to discuss and recommend candidates for appointment to the City's Boards, Commissions, and Committees.

The City Clerk contacted each recommended candidate on December 20, 2018 and requested they be present at the meeting when the recommendation is presented to the City Council.

The Council Subcommittee on Boards, Commissions and Committees recommendations for appointment are listed below:

Board of Adjustment

Carolyn Jones as a Regular Member for a term to expire on December 31, 2021

Barry Upshaw as a Regular Member for a term to expire on December 31, 2021

Energy Environment & Natural Resources Commission

Litzzy Hernandez as a Youth Member for a term to expire on July 31, 2019

Carolyn Jones as a Regular Member for a term to expire on December 31, 2019

Paul Lemmon as a Regular Member for a term to expire on December 31, 2021
Barry Upshaw as Alternate Member #1 for a term to expire on December 31, 2021
Elizabeth Valencia as a Regular Member for a term to expire on December 31, 2021
Maureen Wilson as Alternate Member #2 for a term to expire on December 31, 2020

Municipal Art Committee

Stephanie Robinson as a Regular Member for a term to expire on December 31, 2021
James (Jim) Painter as a Regular Member for a term to expire on December 31, 2019
Janice (Jan) Graham as a Regular Member for a term to expire on December 31, 2020

Neighborhood and Family Services Commission

Oliver Morrison as a Regular Member for a term to expire on December 31, 2021
Lisa Osborne as a Regular Member for a term to expire on December 31, 2021
Wendy Dorme as a Regular Member for a term to expire on December 31, 2021
Jeffrey Rich as a Regular Member for a term to expire on December 31, 2021
Maureen Wilson as Alternate Member #1 for a term to expire on December 31, 2020
Michelle McMullen as Alternate Member #2 for a term to expire on December 31, 2020

Parks, Recreation and Libraries Advisory Board

Lynn Cheatham a Regular Member for a term to expire on December 31, 2021
Katherine Hall as a Regular Member for a term to expire on December 31, 2021
Glen Hein as a Regular Member for a term to expire on December 31, 2021
Michelle Molina as a Regular Member for a term to expire on December 31, 2021
Arrajanee Rivera as an Alternate Member for a term to expire on December 31, 2019

Planning Commission

Denise Stanfield as a Regular Member for a term to expire on December 31, 2021
David Iwanski as a Regular Member for a term to expire on December 31, 2021
Linda Warren as a Regular Member for a term to expire on December 31, 2021
Maribel Guerro as an Alternate Member for a term to expire on December 31, 2020

Risk Management Trust Fund Board

Linda Warren as a Regular Member for a term to expire on December 31, 2019
Maribel Guerro as a Regular Member for a term to expire on December 31, 2021

Capital Improvement Plan Citizens Committee

Barry Upshaw as an At-Large Member for a term to expire on December 31, 2021
Maureen Wilson as an At-Large Member for a term to expire on December 31, 2019

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions, and committees.



CITY COUNCIL AGENDA

SUBJECT:

Appointment of Chair and Vice Chair to the
Planning Commission and the Board of
Adjustment

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

Staff is requesting consideration of the Council Subcommittee's recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

DISCUSSION:

The Bylaws for the Planning Commission and the Board of Adjustment require that the Council appoint the Chair and Vice Chair for these bodies. Each year, staff recommends members to serve in these positions for the upcoming years. This year's recommendations are as follows:

Planning Commission

Chair Russell Van Leuven
Vice Chair Lisa Amos

Board of Adjustment

Chair Melissa Valdez
Vice Chair Oscar De Alba

The members will serve in these positions for all of 2019.

RECOMMENDATION:

Staff is recommending approval of the Council Subcommittee on Boards, Commissions, and Committees' recommendations for appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment.



CITY COUNCIL AGENDA

SUBJECT:

Removal of Member from the Judicial Advisory Board

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider staff's recommendation to remove Edward Maldonado from the Judicial Advisory Board. The Council will take appropriate action.

BACKGROUND:

The Avondale City Council established the Judicial Advisory Board on October 21, 2013 to evaluate and recommend to the City Council the best qualified persons to become full-time city judges, to evaluate the performance of incumbent full-time city judges, and to advise the City Council about retaining them in office. One member of the Judicial Advisory Board shall be a member of the Maricopa County Bar Association.

On November 20, 2017 City Council approved the City Council subcommittee's recommendations for the appointment of Edward Maldonado as a member of the city's Judicial Advisory Board to fulfill the requirement of a member of the Maricopa County Bar Association.

DISCUSSION:

It has been brought to the attention of the City Clerk that, by Final Judgment and Order dated October 25, 2018, the presiding disciplinary judge of the Arizona Supreme Court accepted an agreement for discipline by consent by which Edward Maldonado's license to practice law was suspended for 18 months effective December 9, 2018 due to misconduct.

The Arizona Supreme Court may suspend a lawyer for up to five years. A suspended Arizona lawyer may not practice law in this state. A lawyer remains suspended until reinstated by Order of the Supreme Court of Arizona.

Pursuant to the City Council Rules of Procedure Section 15.5.E, any board member may be removed as a member of a board upon a vote of not less than five (5) Council Members for any cause as determined by the City Council.

Staff is recommending that Council take action to remove Mr. Edward Maldonado from the Judicial Advisory Board.

RECOMMENDATION:

Staff is recommending that the Council take action to remove Edward Maldonado from the Judicial Advisory Board.



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement with
JPMorgan Chase Bank, N.A. for comprehensive banking services.
1/14/2019

MEETING DATE:

TO: Mayor and Council**FROM:** Lindsey Duncan, Finance and Budget Director, (623) 333-2011**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016**PURPOSE:**

Staff is requesting that City Council approve a Cooperative Purchasing Agreement with JPMorgan Chase Bank, N.A. for comprehensive banking services with a maximum annual amount not to exceed \$35,000 and a maximum aggregate amount not to exceed \$227,500 over the 2.5-year initial contract term and two optional 2-year extension terms; and authorize the Mayor and City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the City of Surprise, Arizona entered into Contract No. COS16-012, dated July 1, 2016, with JPMorgan Chase Bank, N.A. for comprehensive banking services. The initial 5-year term of the contract has approximately 2.5-years remaining, and there are two optional 2-year extension terms. The Surprise contract permits cooperative use by other governmental agencies, including the City of Avondale. JPMorgan Chase Bank currently provides comprehensive banking services to the City of Avondale without an agreement.

DISCUSSION:

This contract for comprehensive banking services will help the City avoid bank service fee rate increases and affords the City the opportunity to utilize available banking services to increase operational efficiencies.

Contract Term	Term Dates	Amount
Initial Term	01/14/19 – 06/30/21	\$87,500.00
2-year extension	07/01/21 – 06/30/23	\$70,000.00
2-year extension	07/01/23 – 06/30/25	<u>\$70,000.00</u>
Aggregate Total:		\$227,500.00

BUDGET IMPACT:

No expenditure budget impact is anticipated. Banking fees associated with this agreement are paid through a compensating balance account maintained with the bank.

RECOMMENDATION:

Staff recommends that City Council approve the Cooperative Purchasing Agreement with

JPMorgan Chase Bank, N.A. for comprehensive banking services with a maximum annual amount not to exceed \$35,000 and a maximum aggregate amount not to exceed \$227,500 over the 2.5-year initial contract term and two optional 2-year extension terms; and authorize the Mayor and City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Cooperative Purchasing Agreement - JPMorgan Chase Bank](#)



COOPERATIVE PURCHASING AGREEMENT
WITH
JPMORGAN CHASE BANK

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

<https://www.avondaleaz.gov/Home/ShowDocument?id=12034>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchase Agreement with
Southwest Slurry Seal, Inc

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Southwest Slurry Seal, Inc. to provide Asphalt Preservation Treatment Services in an amount not to exceed \$900,000 annually for a total aggregate amount of \$4.5 million over a five-year contract period and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

City staff continuously researches preservative treatments that most efficiently meet the City's preservation needs. Several factors are used to evaluate pavement preservation strategies including age of the roadways, history of prior treatments, current pavement conditions, and usage. With the assistance of the Pavement Management System (PMS), and in conjunction with the appropriated budget, staff determines the best treatment and prioritizes the streets to be treated.

Once roads needing treatments and the best and most fiscally prudent choices for pavement preservation and rehab are made, the City works together using available capital funding with the best contractors available to apply those treatments to City roads.

DISCUSSION:

On June 27, 2018 Southwest Slurry Seal entered into a Job Order Contract (JOC) for asphalt maintenance and repair services with Pinal County, Arizona. The City of Avondale wishes to "piggyback" on this JOC contract and utilize Southwest Slurry Seal, Inc., to perform asphalt preservation treatments and associated services for the terms of the contract executed with Pinal Co.

Pinal County's Job Order Contract Agreement with Southwest Slurry Seal, Inc. is effective through June 26, 2019. Staff propose to utilize this agreement with Southwest Slurry Seal, Inc. for this term. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms. Staff intends to exercise the remaining four renewal options in the amount of \$900,000 per year, subject to the availability and appropriation of the necessary funds, and if it is deemed in the best interest of the City. The total aggregate amount of the contract will not exceed \$4.5M.

SCOPE OF WORK:

The scope of work for this project will include:

- Select city roadways that require preservation treatments
- Arrange for advance notification and adequate traffic control to safely apply and prevent treatments without endangering the traveling public
- Clean and prepare roadways
- Apply treatments
- Clean-up as required

The streets to be treated are located throughout the City, as indicated in the attached map.

SCHEDULE:

Issue notice of Award 1/15/19

Pre-Construction Conference 2/25/19

Issue Notice to Proceed 2/26/19

Begin Construction 3/4/19

Completion 3/15/19

STRATEGIC PLAN ALIGNMENT

Initiative:

Foster Sustainable Community Development

Goal:

Maintain and expand quality infrastructure and improve connectivity to City amenities

Objective:

This project will help to preserve our roadway infrastructure, extending asphalt roadway life

BUDGET IMPACT:

Funding for this agreement is available in the City's capital accounts 304-1009-00-8420, City Wide Street Overlay and 304-1020-00-8420, Preventative Street Maintenance.

RECOMMENDATION:

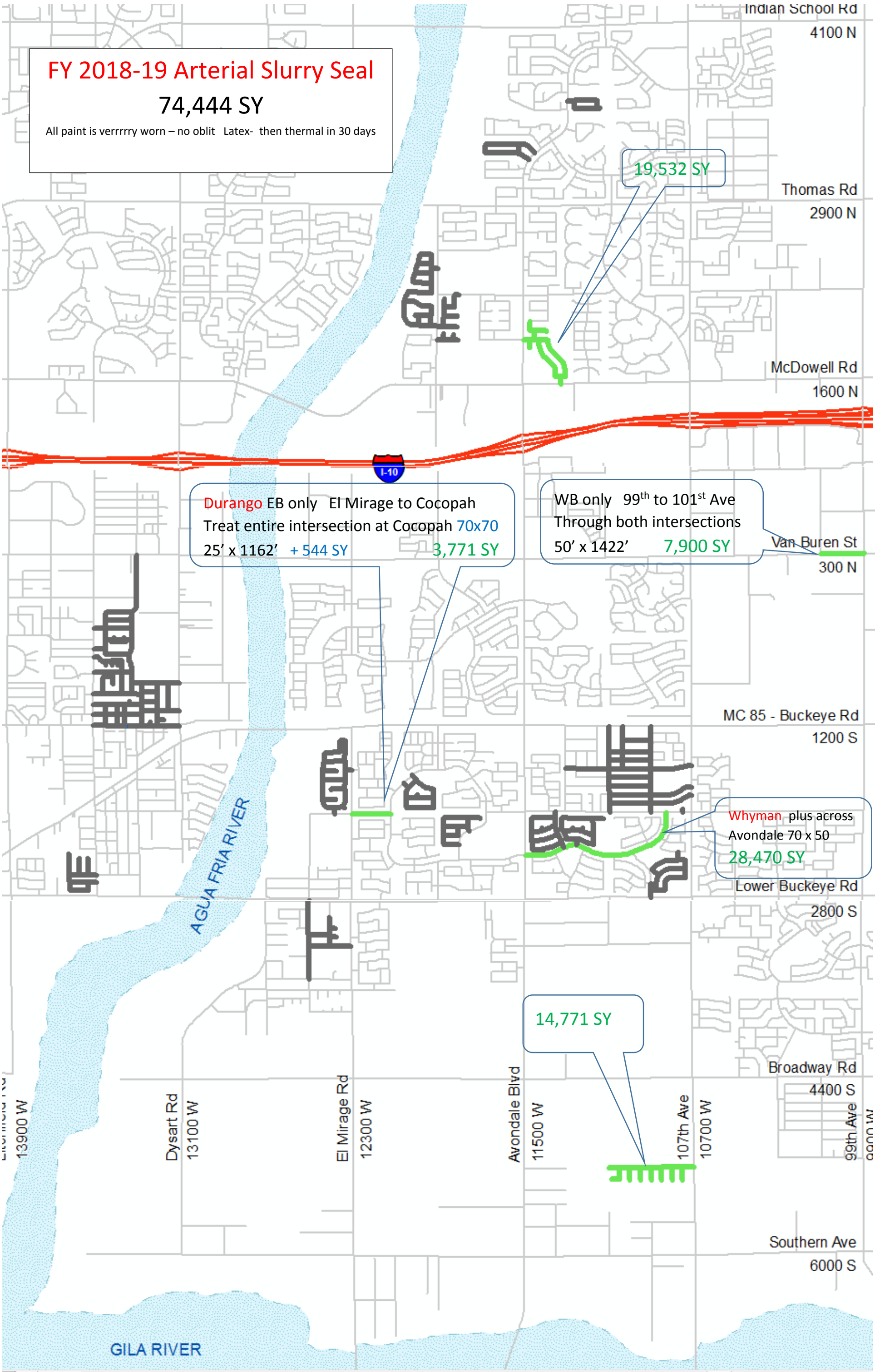
Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Southwest Slurry Seal, Inc. to provide Asphalt Preservation Treatment Services in an amount not to exceed \$900,000 annually, or \$4.5M over the life of the contract, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Map](#)

[CPA with Southwest Slurry](#)



**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST SLURRY SEAL, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 14, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Southwest Slurry Seal, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Pinal County, Arizona (the "County") entered into Contract No. 175923, dated June 27, 2018 (the "County Contract"), for the Contractor to provide job order contracting asphalt maintenance and repair services. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

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

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

AGREEMENT

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 26, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the County Contract.

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

least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the County Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

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

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

or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$900,000.00 for Materials and Services at the unit rates set forth in the County Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$4,500,000.00.

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

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

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

of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

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

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

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

14.1 State of Arizona Requirements. The Contractor shall be required to adhere to all additional conditions imposed by the State of Arizona as set forth in the Amendment to Right of Way, attached hereto as Exhibit C and incorporated herein by reference, for any Services performed along Avondale Boulevard by the Gila River Bridge.

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

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

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Contractor: Southwest Slurry Seal, Inc.
 22855 North 21st Avenue
 Phoenix, Arizona 85027-2034
 Attn: Richard Francis

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

SOUTHWEST SLURRY SEAL, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared _____
_____, the _____ of SOUTHWEST SLURRY
SEAL, INC., an Arizona corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST SLURRY SEAL, INC.

[County Contract]

See following pages.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

[Redacted Signature] President
Authorized Signature Title
Richard Francis May 21, 2018
Printed Name Date
Southwest Slurry Seal, Inc. 623-582-1919
Company Name Telephone
22855 N. 21st Avenue Phoenix, AZ 85027-2034
Address City, State, Zip

For clarification of this offer, contact:

Name: Richard Francis Phone: 623-582-1919 Fax: 623-434-8805

Email: richardf@southwestslurryseal.com

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Asphalt Maintenance & Repair Services

This contract shall henceforth be referenced to as Contract No. 175923. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 27th day of June 2018.

Todd House Chairman [Redacted Signature]
Name (Print) Title Signature

Approved as to form: [Redacted Signature]



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Southwest Slurry Seal, Inc.

Company Name



Authorized Signature / Richard Francis

IFB 175923 – Asphalt Maintenance & Repair Services

RESPONDER PROFILE

Southwest Slurry Seal, Inc.
22855 N. 21st Avenue
Phoenix, AZ 85027

Representative: Richard Francis, President
(623) 582-1919
richard@southwestslurryseal.com

QUESTION SET – Method of Approach

2.0.1

QUESTION: Describe your experience in the advantages and disadvantages of the JOC alternative delivery method compared to traditional design-bid-build.

RESPONSE:

As compared to the design-bid-build method the JOC alternative delivery method offers advantages to the buying agency. We have seen that the process for completion of a project requires much less administrative work for the buyer. Agencies have a greater ability to assign tasks to contractors over the course of a term in a manner that best suits the buyer's needs and resources. Selecting a contractor for a JOC contract where pricing is not the sole criteria allows for the agency to reduce the risk of receiving unacceptable work. When working through the JOC process much more communication occurs between the owner and the contractor leading to successful projects and programs. Southwest Slurry Seal, Inc. has been able to suggest modifications to the scope of work that enhanced the quality of the completed project when assigned tasks on other JOC contracts. As an example, for the City of Phoenix we suggested edge milling along the roadway prior to the application of micro surfacing where the height of the existing pavement edge already created a hazard for bicyclists. This was already standard practice prior to asphalt overlays, but nobody had considered it for micro surfacing projects as micro surfacing applications do not add a lot of thickness to the existing pavement. But after years of treatments or in the case where the asphalt pavement had expanded and pushed up against a concrete gutter, hazards were created. The process of micro milling the street edges prior to micro surface application is now standard on our work for the City of Phoenix. This change has created better road conditions for users and reduced liability to the City. With a contractor already in place the agency has much more flexibility in getting projects completed as needs arise. We have seen an agency award a JOC contract to a contractor for a scope of work that included crack sealing. The contractor did not perform as expected and many of the agency's other programs that required crack sealing to be done prior were delayed. Projects could not be completed in the fiscal years for which they were planned. The agency was able to move money to other JOC contracts to get the crack sealing done. In fact Southwest Slurry Seal, Inc. was able to pick up a lot of crack seal work in this example! Disadvantages to the JOC method are few. However, from the contractor's point of view, if not selected for a JOC contract a contractor may not have an opportunity to work with an agency for several years. Companies that specialize in certain disciplines and are excellent at what they do may be overlooked when the selection process gives too much credit to firms that can self-perform lots of different processes, but are not necessarily excellent at everything they perform.

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2.0.2

QUESTION: Describe successful processes your company has developed for prior work that specifically parallels the JOC process. Provide specific details and methodology to demonstrate why each process was successful including advantages over commonly utilized processes. Include a description of the software system(s) successfully used by your company for project estimating, planning, scheduling and managing construction and the unique processes you've developed for its use in JOC (or comparable) contracts.

RESPONSE:

In our experience when Southwest Slurry Seal, Inc. has served as a subcontractor on a design-bid-build project we usually quote the project prior to bid date, and then sometime after the bid we get a letter from the GC with a subcontract and a notice inviting us to the pre-construction meeting with the owner. When we fill the role as a prime contractor on a project with a variety of tasks we like to hold an in house meeting with our subs prior to meeting with the owner. By having this internal pre-con without the owner we are able to address the concerns of everyone on the team and create an efficient plan to present to the owner to construct the project. We had a project resurfacing a portion of BIA-6 for ADOT that included crack seal, guard rail repair and modification, micro surfacing, rumble strip installation, asphalt repair, pavement markings, signage and traffic control. In our internal pre-con we discovered that we would be able to manage the traffic control in a way that allowed us to complete the guard rail work at the same time as our micro surfacing application was taking place. This reduced the project time by nearly two weeks. We have a 5 year service contract with the City of Chandler for residential and arterial slurry seal applications. The contract is not a JOC, but we do have unit costs for different emulsion types, aggregate, pavement markings and traffic control. We are in the 4th year of that contract and have used three different pavement marking subcontractors. If we selected our pavement marking sub solely by price each time we would have experienced all kinds of delays and an increase in costs in other areas. Prior to the project beginning we discuss with potential firms their price for the new scope of work, their availability and how quickly they will be able to complete the work. By considering all factors we may pay more for the actual pavement marking items, but save on traffic control costs, survey costs and supervision costs. All of this results in a more timely completion of the project. Southwest Slurry Seal, Inc. uses an Excel based system created in house for estimating purposes. Based on the estimate, conversation with the estimator, and input from the general field superintendent the project manager assigns a crew or crews and creates a schedule. We hold weekly meetings, 2:00 pm on Wednesdays, which include our shop foreman, field supervisor, estimators and project management to discuss current job status and progress in addition to our upcoming schedule two months out. Our field supervisors provide daily reports from the field via email that our accounting staff uploads into our accounting software, Computer Ease. From there project management can review material, labor, equipment, subcontract and all associated costs with the project on a daily basis.

2.0.3

QUESTION: Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the County's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an appendix.

RESPONSE:

Potential subcontractors will be asked to provide their qualifications and experience, what level of effort they are willing to put forth for completion of the project and a list of references for the type of

IFB 175923 – Asphalt Maintenance & Repair Services

work required. Submissions will be reviewed by Southwest Slurry Seal, Inc. management and scored. We exist in a very competitive environment as a pavement preservation firm. Pricing for most tasks is usually very close amongst different potential subcontractors. The best firms may not always be the lowest priced, but their quality, efficiency and ability to complete jobs on time adds to the satisfaction of the project owner and makes it easier for Southwest Slurry Seal, Inc to deliver a quality project. We recognize that the performance of our subcontractors reflects upon Southwest Slurry Seal, Inc. Our selection process considers pricing but only to the extent that it is reasonable in today's market.

2.0.4

QUESTION: Discuss the Contractor's intention of self-performance for each Job Order Assignment and indicate percentage of self-performance you intend to provide under this contract. Remember that Pinal County requires a minimum of 51% of work be self-performance.

RESPONSE:

Southwest Slurry Seal, Inc. would self-perform all of the tasks required to complete slurry seal, micro surfacing, seal coating, crack seal, and pot hole patching. We would also provide our own traffic control on local roads. We would utilize sub-contractors for utility adjustments, micro milling, pavement markings and traffic control on major roads. We will always perform greater than 51% of the work.

2.0.5

QUESTION: Discuss what efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process.

RESPONSE:

Southwest Slurry Seal, Inc. will contact the appropriate personnel with Pinal County early in the fiscal year and again several times during the year to ask about potential upcoming projects. This is done only for general planning of crew placements. Once we are notified to provide a proposal for a particular project we will investigate the site promptly and then get back to Pinal County with any questions or suggestions regarding the scope of work and timing requirements. With a complete understanding of the project a proposal will be submitted. Southwest Slurry Seal, Inc works with multiple vendors and material suppliers for many of the products or services we would be providing. As an example we work with several aggregate suppliers in different locations surrounding or in Pinal County. Depending on where the work is to take place we have the ability to get quality aggregate at a reasonable price to help meet the budget. In addition, we have accounts with asphalt emulsion suppliers in both Phoenix and Tucson; this also gives us the flexibility to reduce costs to meet a budget. Southwest Slurry Seal, Inc. is generally running several pavement preservation crews at the same time and will be able adapt to a schedule to start and finish a given project in a reasonable amount of time. By communicating with the County representative during the year we will not be caught off guard when asked to provide a proposal and then complete a project.

IFB 175923 – Asphalt Maintenance & Repair Services

QUESTION SET – Qualifications and Experience of Contractor

3.0.1

QUESTION: Provide a general description of all services provided by the Contractor or team that is proposing to provide JOC services. Indicate all services provided by each team member. Include information for any specific subcontractor to be utilized for all work of a certain type.

RESPONSE:

Southwest Slurry Seal, Inc. has been a leader in the slurry seal/micro surfacing industry for 37 years. We have also provided seal coating, crack sealing and asphalt patching services for government agencies in that time. We will provide those services for Pinal County along with the tasks that typically go along with those types of projects. To that end we own 4 continuous run slurry seal/micro surfacing machines, 14 truck mounted slurry seal/micro surfacing machines, seal coat machines by Bearcat and SealMaster, 5 crack seal machines, crack vacs, air compressors, street sweepers and all the necessary equipment to complete these services. Traffic control, pavement markings, utility adjustments, micro milling, and survey are items that we will subcontract with great partners to complete given purchase orders. For traffic control, pavement markings and survey we will use our subcontractor selection plan to select the best partner for a particular project. We have relationships with multiple firms for each of these tasks which will help us to complete work on time and within budget. On projects requiring micro milling we will partner with WSP, Inc. to complete the milling work. Brian Gallimore joined the management team of Western States Profiling (the first iteration of WSP, Inc.) in 1989. In its 27 years of operation, the locally-owned WSP, Inc. has established itself as one of the only firms with the capacity and necessary equipment to perform cold-milling of asphalt and the precise micro-milling of bridge decks. Known for their work on projects rehabilitating city streets and pavements using state-of-the-art equipment, WSP is a specialized milling contractor that understands all facets of the job - from outreach to residential communities in and around the job site, to keeping disruption to a minimum for the traveling public on major streets and meeting strict timelines on projects such as, airport runway closures and major freeway closures. WSP has built its reputation on being a trusted contractor and comprehensive problem solver. Today, WSP remains a successful and well-respected DBE contractor in Arizona's construction industry due to Brian's direct involvement on every project. Because Brian owns and operates a "turnkey" company, providing milling, trucking, sweeping, watering and traffic control, he is a part of it all. It is this level of involvement that allows for an all-around smooth project process, and when issues arise, allows for quick and comprehensive resolution. He works directly with his clients, further building a long lasting and trusting relationship, which has provided him a reputation of being a genuine and honest subcontractor. When utility adjustments are necessary we will have Specialty Companies of Arizona complete these tasks. Specialty Companies Group has been servicing the Southwest for over 40 years. As the largest company of its kind in Southwest, they employ over 120 highly trained professionals. Specialty Companies Group crews complete over 1,300 jobs per year, adjusting approximately 25,000 manholes and valves and other utility items. Specialty Companies of Arizona typically install over 15,000 survey monuments and street sign poles each year.

3.0.2

QUESTION: Describe the Contractor's management and organizational abilities.

RESPONSE:

Southwest Slurry Seal, Inc. is an Arizona corporation operating since 1981. Richard Francis is its President, Roger McCullough is Vice-President, R. Earl McCullough is the Secretary and Mike Markham is Treasurer. Richard Francis will serve as the estimator for any requests from Pinal County

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in addition to overseeing the Project Manager. Our Project Manager is Darryn Olson. Darryn will coordinate and manage Pinal County purchase orders. Roger McCullough is in charge of the field staff including our superintendents and our shop personnel. The accounting and office staff is led by Donna Bornmann. Donna has worked for Southwest Slurry Seal, Inc. for 20 years and is familiar with Pinal County administrative and procurement procedures. Dispatch will be handled by Desiree Scroggins. Desiree has been in charge of coordinating material deliveries, service providers, equipment rentals and keeping projects running smoothly for two years for Southwest Slurry Seal, Inc. The firm has its offices on 7 acres of land at 22855 North 21st Avenue in Phoenix, Arizona. On site is a 5000 square foot office building and a 15,000 square foot mechanical shop. Our key people and their combined experiences are our most important resources. In addition, our fleet manager oversees eight full time mechanics and fabricators that care for over 100 pieces of construction equipment. Southwest Slurry Seal, Inc. owns the equipment and employs the people necessary to not only apply the sealing or resurfacing products, but also to properly clean and prepare asphalt pavement services prior to application of crack seal, seal coats, slurry seal or micro surfacing. All of our key personnel and crew leaders have attended the ISSA workshop, a four day training seminar concerning slurry seal, micro-surfacing, chip seal and crack seal. On residential streets we will generally provide traffic control with our own forces, but for highway and major streets we will work with qualified traffic control providers. Our Superintendents are ATSSA certified at the Supervisor level. While we do not self-apply pavement markings, Southwest Slurry Seal, Inc. does have excellent relationships with several pavement marking firms to ensure that quality projects are completed on time. We have accounts with and purchase asphalt emulsion products from Wright Asphalt, Alon Asphalt, Ergon Asphalt and Emulsions, Western Emulsions and SealMaster. The availability of different products from each emulsion supplier allows us the flexibility to meet our customers various needs. We also have accounts with material suppliers in and around Pinal County to manufacture slurry seal and micro surfacing aggregates, seal coats and crack seal materials to help us meet the needs for several agencies in Pinal County.

3.0.3

QUESTION: List the Arizona professional and contractor license(s) held by the Contractor. Provide the license number and explain if held by an individual or the Contractor.

RESPONSE:

Arizona Contractors Licenses: 081093 Class A, 069777 Class A-14, 055425 Class R-13 - Held by the firm.

3.0.4

QUESTION: Provide project information where the Contractor provided construction services similar to those listed in Section 2 of the Statement of Work. The County may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current County work, and the amount of pervious work recently performed for the County as part of the selection process.

RESPONSE:

Experience of the Firm on Similar Projects:

City of Phoenix Job Order Contracting for Pavement Surface Treatment services, Project No. 4108JOC104 -

a. Slurry Seal and Micro Surfacing to meet the City of Phoenix annual needs. 28,138 tons of type 2 slurry seal and 1174 tons of micro surfacing completed. Projects included traffic control, resident and business notification, utility cover adjustments and water valve debris cap installation.

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- b. Prime Contractor
- c. \$5,160,430.00
- d. 2012 – 2015
- e. David Pedroza – (602) 361-5841, Rubben Lolly (602) 495-2048

Pinal County Slurry Program – FY'12-13; County Wide:

- a. A multiyear contract including Micro Surfacing, Slurry Seal, Pavement Markings. Approximately 17,347 tons of type 2 slurry seal, 5932 tons of micro surfacing and pavement markings applied at various locations in Pinal County to date. Projects included tire rubber modified slurry seal and micro surfacing, milling, pavement marking obliteration, traffic control and resident notification.
- b. Prime contractor
- c. \$4,141,205.62
- d. July 2012 through 2016
- e. Joe Ramirez – (520) 866-6515, Joe Ortiz- (520) 866-6413

Pinal County JOC Contract No. EC15-008-2

- a. A multiyear contract including Micro Surfacing, Slurry Seal, Fog Seal, Survey, Pavement Markings, Utility Adjustment. Approximately 5816 tons of type 2 slurry seal, 2637 tons of micro surfacing and pavement markings applied at various locations in Pinal County to date. Projects included tire rubber modified slurry seal and micro surfacing, milling, pavement marking obliteration, traffic control and resident notification.
- b. Prime contractor
- c. \$1,606,466.62
- d. 2016 through Present
- e. Joe Ramirez – (520) 866-6515, Joe Ortiz- (520) 866-6413

City of Phoenix Job Order Contracting for Pavement Surface Treatment services, Project No. 4108JOC134 -

- a. Slurry Seal, Micro Surfacing and Crack Seal to meet the City of Phoenix annual needs. 15,177 tons of type 2 slurry seal and 8462 tons of micro surfacing, 812,500 lbs of crack seal completed. Projects included micro milling, traffic control, resident and business notification, utility cover adjustments and water valve debris cap installation.
- b. Prime Contractor
- c. \$4,953,940.00
- d. 2016 – Ongoing
- e. David Pedroza – (602) 361-5841, Rick Evans (602) 717-9544

City of Phoenix Aviation Crack Repair and Microsurfacing:

- a. A multiyear contract for micro surfacing, crack seal and crack repair on pavements at Deer Valley and Goodyear Airports. Approximately 128,189 LF of cracks up to 2" sealed, 37,479 LF of cracks >2" repaired (mill and patch) and 38,500 square yards of area resurfaced with type 2 micro surfacing.
- b. Prime contractor
- c. \$904,342.00
- d. May 2011 – May 2015
- e. Anne Shadle – 602-273-4043, Joel Quinn- (602) 821-4672

City of Casa Grande Pavement Preservation Program:

- a. A multiyear contract for pavement preservation. To date 7248 tons of type 3 rubberized micro surfacing and pavement markings.
- b. Prime contractor
- c. \$1,320,108.00
- d. May 2017- To date

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e. Chris Lawson, Street Superintendent – (520) 450-2607

City of Phoenix 32nd Street Shea Blvd to Hartford Avenue:

a. 129,000 square yards of type 2 micro surfacing, approximately 200,000 LF of crack sealing, milling, line obliteration, traffic signal installation, pavement markings, traffic control.

b. Prime contractor

c. \$795,625.00

d. June 2015- March 2016

e. Tom Smith (602) 228-2265

Arizona Department of Transportation NHPP-160-A- (206)T / H853701C US 160 Micro Surfacing:

a. Approximately 5000 tons of type 3 micro surfacing, survey, pavement markings, rumble strip installation and traffic control. The project took place on both Navajo and Hopi tribal land.

b. Prime contractor

c. \$1,321,816.00

d. October 2014 - June 2015

f. Dean Napier – (928) 607-7821, Richard Schilke- (928) 714-2286

QUESTION SET – Qualifications and Experience of Key Personnel

4.0.1

QUESTION: Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.

RESPONSE:

Richard Francis, President and Estimator (Principal), 31 Years with Southwest Slurry Seal, Inc. Richard will serve as Estimator for the project. After starting his career at Southwest Slurry Seal 31 years ago as a laborer, Richard oversees the day-to-day operations of the company. He holds a Bachelor of Science Degree in Systems Engineering from the University of Arizona and has nearly 30 years of experience in estimating. Richard has attended and made presentations at the ISSA workshop several times and served on the ISSA Board of Directors for eight years ending in 2014.

Darryn Olson, Project Manager, 32 Years with Southwest Slurry Seal, Inc. Darryn will serve as Project Manager and the primary point of contact for Pinal County. Darryn brings over 30 years of experience to the project team and comprehensive knowledge of micro surfacing, slurry seal, crack seal and various other applications from his extensive experience with Southwest Slurry Seal, Inc. Darryn brings a strong emphasis on customer satisfaction by way of superior products and top quality service.

Roger McCullough, Vice President (Principal), 35 Years with Southwest Slurry Seal, Inc. Roger will serve as General Superintendent for the contract. He started in the slurry seal industry as a truck driver in 1975. From 1975-1981 Roger worked for Slurry Seal of Arizona. Roger has worked at Southwest Slurry Seal since 1981 as a truck driver, machine operator, superintendent and general superintendent. Roger has ATSSA Supervisory and Air Quality Dust Control certification. Roger also has certification for Slurry Systems through the National Center for Pavement Preservation and has attended the ISSA workshop seven times including 2013, 2014, 2015 and 2017.

Chuck Kirkpatrick, Superintendent, 10 Years with Southwest Slurry Seal, Inc. Chuck will serve as a Superintendent for the project. He has certification as a Traffic Control Supervisor through the American Traffic Safety Services Association (ATSSA). Chuck also has certification for Slurry

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Systems through the National Center for Pavement Preservation, Dust Control through Maricopa County Air Quality and has attended the ISSA workshop several times.

Ryan Olson, Superintendent, 10 Years with Southwest Slurry Seal, Inc. Ryan started in March of 2008 as a laborer and progressed through all positions to become a Superintendent in 2011. Ryan has attended the ISSA workshop on multiple occasions and has certification for Slurry Systems through the National Center for Pavement Preservation, as well as certification as a traffic control supervisor through ATSSA.

4.0.2

QUESTION: Discuss key personnel and their perspective and experience on the partnering, quality control, project scheduling, claims, dispute resolution, changes in Scope of Work, construction safety, value engineering, balancing workloads and ways to reduce costs to the County.

RESPONSE:

Southwest Slurry Seal, Inc. has been both the prime contractor and subcontractor on many ADOT projects. Consequently we have a great deal of experience when it comes to partnering on projects. Communication is the key to making sure everyone involved with the project is "on the same page" to complete a successful project. Potential issues and challenges are addressed before work begins in the field. Darryn Olson, as project manager, has a great deal of experience partnering with other contractors and agencies to deliver successful projects. Quality control is very important to us. In addition to splitting samples with the customer when the customer is testing materials, Southwest Slurry Seal does its own sampling on a regular basis. An important part of a slurry seal project is the mix design. Because we are mixing and applying the product all at once it is very important that the materials do not vary in characteristic from the materials supplied for the design. We have an excellent relationship with all of our suppliers and work well with them to ensure that our materials are consistent and meet specification. Our superintendents (Roger McCullough, Chuck Kirkpatrick or Ryan Olson for this contract) are on the job at all times. During the day they will check application rates, monitor breaking and setting times to make adjustments to the mix as the temperature changes during the day, watch over the crew to ensure that workmanship is better than acceptable, oversee the staging area to make sure it is managed properly and communicate with any subcontractors. Scheduling and forecasting is critical to our projects and we pride ourselves in the delivering a completed project on time and scheduled. Communication between the Pinal County and our teams in the field and project management staff is essential for us to maintain the efficiency this type of work demands. In addition we hold weekly internal scheduling meetings and where all our projects are published in a rolling two-week format for internal review and input. Our staff also maintains a detailed two- month look ahead schedule with a 12 month forecasting board so we can ensure that all the resources are available to meet our clients' needs. Darryn Olson will provide work schedules prior to starting the project so that County personnel will be notified. We will confirm dates with the County representative one week before construction starts and then 48 hours prior to placing material on the ground residents and businesses impacted by the work will be notified. This will be used throughout the project. If there are disputes in the field we try to resolve them in the field. Roger McCullough, our general superintendent, also happens to be an owner of the firm. Roger has the authority to resolve disputes. If there is an administration dispute our project manager will work with the County on a resolution. In the event that our project manager cannot resolve the conflict then the company President, Richard Francis, will resolve the dispute with the appropriate Pinal County representative. Claims are to be handled swiftly. It is our view that claims tend to cost more when they are not addressed promptly. Changes in the scope of work should be communicated to Darryn Olson. Once he is aware of the changes he will meet with the general superintendent and the job superintendent to discuss the changes. If subcontractors are impacted then they will be included in the meeting. If any new work requiring new pricing is necessary then the Richard Francis will

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propose new costs to the County. Once the work begins Southwest Slurry Seal will not seek to promote any changes to the work unless we believe the change would be in the best interest of the Pinal County. Construction safety is maintained throughout the project. Notification to the public and the use of proper traffic control methods and devices are critical. Our crews have weekly safety meetings led by the crew superintendent. Our superintendents will highlight any known potential hazards on a particular job prior to the start of work. All of our employees are trained in the correct way to complete their tasks. Our company safety program rewards all of our employees for safety. Superintendents earn quarterly bonuses if their teams go complete a 3 month period without any accidents. Employees earn "safety bucks" each week that their team goes accident free. The employees can use their "safety bucks" to buy items in the company store. An accident for one employee impacts the entire crew in terms of "safety bucks", so all employees look out for one another. The project management staff is committed to supporting the field bringing the project to completion on time. Estimating is done through the cooperation of the field staff and the estimator. Richard Francis will discuss the scope of work, measurements and any concerns with the field staff prior to generating an estimate for a given project. All specific project items are reviewed and any concerns or coordination details are addressed. Between the management staff, estimator and field staff, if an opportunity is discovered to provide a better more cost effective way to meet the County's request we will propose this to the County. Our project management staff stays involved with the field teams throughout the entire project. As discussed above our project management and field staff meet regularly to discuss ongoing and upcoming projects. History suggests that we will be able to complete Pinal County work orders with one crew, thereby minimizing inspection costs for the County. However, multiple crews will be available if the need arises. All of our field superintendents and their key operators are experienced in a variety of pavement preservation techniques, so when necessary we have the ability to assign more than just one crew to a particular project to ensure completion in accordance with the project requirements. Unlike other firms that may be bringing crews in from out of Arizona, we will be able to respond to requests in a very timely fashion to complete projects when the County wants them completed.

4.0.3

QUESTION: Provide project information for up to 5 key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 of the Statement of Work.

RESPONSE:

Experience of Key Personnel: Richard Francis - President and Estimator (principal) 31 years with the firm.

City of Phoenix Job Order Contracting for Pavement Surface Treatment services, Project Nos. 4108JOC104, 4108JOC134

Role - Estimator, Oversight of Project Manager

City of Surprise Slurry Seal 2015:

- a. 2335 tons of type 2 polymer modified slurry seal and associated pavement markings.
- b. Estimator, Oversight of Project Manager
- c. \$350,050.00
- d. June 2015
- e. City of Surprise
- f. Fermin Camacho – (623) 222-6232, - Tony DeLaCruz (623) 222-6227

Darryn Olson - Project Manager, 32 years with the firm.

City of Glendale 2014/2015 Pavement Management Program – Slurry Seal Phase 1:

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- a. Approximately 831,000 LF of crack seal, 452,631 square yards of type 2 slurry seal, 1176 square yards of asphalt pavement remove and replace, 4067 square feet of sidewalk R&R, 837 lineal feet of curb and gutter R&R, 1897 square feet of valley gutter R&R at various locations throughout the City of Glendale.
- b. Project Manager
- c. \$1,386,150.00
- d. May 2015 – September 2015
- e. City of Glendale
- f. Jim McMains – (623) 930-3667, Scott Ketter (480) 202-6317(3rd Party inspection for Glendale)

City of Phoenix Job Order Contracting for Pavement Surface

Treatment services, Project No. 4108JOC104

Project Manager

Roger McCullough – Vice President and Operations Manager (principal), 35 years with the firm.

City of Mesa Latex Modified Slurry Seal Services:

Role – General Superintendent

Maricopa County Micro Seal Surface Treatment (Subcontractor to Cactus Asphalt):

- a. Approximately 3192 tons of type 3 Micro Seal (Micro Surfacing) applied to various streets throughout Maricopa County.
- b. General superintendent
- c. \$558,443.00
- d. February 2015 through March 2015
- e. Maricopa County Department of Transportation
- f. Leon Adair – (602) 506-4684, Tony Del Sol - (602) 506-5619
Chuck Kirkpatrick – Superintendent, 10 years with the firm

Town of Gilbert Street Renovation:

- a. 491,574 square yards of type 2 latex modified slurry seal applied to residential streets at various locations throughout the Town of Gilbert.
- b. Superintendent
- c. \$658,708.57
- d. August 2015 – October 2015
- e. Town of Gilbert
- f. Kory Parker – (480) 503-6478, Chance Gilbert (480) 216-7103

City of Phoenix 2011 Slurry Seal Program:

- a. 7106 tons of type 2 polymer modified slurry seal applied to streets at various locations throughout the City of Phoenix.
- b. Superintendent
- c. \$1,084,323.00
- d. August 2011 – October 2011
- e. City of Phoenix
- f. David Pedroza (602) 361-5841, Rubben Lolly (602) 495-2048

Ryan Olson – Superintendent, 10 years with the firm

ADOT Somerton Highway 95 Avenue D-G:

- a. Removal of approximately 18,000 raised pavement markers, fog seal of 5 miles of highway shoulders, application of both type 2 and type 3 polymer modified slurry seal to 3 miles of highway, survey, removal of delineators, installation of pavement markings, traffic control.
- b. Superintendent

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- c. \$428,474.00
- d. August 2015 – October 2015
- f. Jaime Hernandez (928) 317-2158

2015 City of Casa Grande Micro Surfacing Program:

- a. 305,000 square yards of type 3 rubberized micro surfacing applied throughout the City of Casa Grande. Pavement markings and traffic control were also a part of the project.
- b. Superintendent
- c. \$878,022.00
- d. April 2015 – May 2015
- e. City of Casa Grande
- f. Chris Lawson (520) 450-2607

This information (responder's profile and responses to questions for IFB175923) has been captured and copied from the Bonfire portal spreadsheet, in its entirety, to this Word document as to not lose information in the conversion from an Excel document to a PDF or TIF format (for posting to the Pinal County website and for OnBase retention).

NOTICE OF REVIEW OF QUALIFICATIONS

Designated Agency: PINAL COUNTY PUBLIC WORKS DEPARTMENT

Material or Service: JOC ASPHALT MAINTENANCE & REPAIR SERVICES

Contract Type: FIRM FIXED PRICE

Contract Period: ONE (1) YEAR INITIAL TERM
FOUR (4) ONE-YEAR RENEWAL OPTIONS

Pre-Submittal Conference: N/A

Question Due Date: BY 5:00 PM ARIZONA TIME ON MAY 9, 2018

Solicitation Due Date: BY 2:00 PM ARIZONA TIME ON MAY 22, 2018

Number of Copies Required: ELECTRONIC SUBMITTAL

Solicitation Opening Date: BY 2:15 PM ARIZONA TIME ON MAY 22, 2018

Solicitation Opening Location: 31 NORTH PINAL STREET
BUILDING A
FLORENCE, AZ 85132

Procurement Officer Contact Name: LORINA GILLETTE, CPPB

Telephone: (520) 866- 6639

Fax: (520) 866- 2903

E-mail: Lorina.Gillette@pinalcountyaz.gov

SOLICITATION DOCUMENTS

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DEFINITIONS.....p.	7
SPECIAL INSTRUCTIONS.....p.	10
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EXHIBITS AND ATTACHMENTS

Attachment A – Bonfire Submission Instructions for Suppliers

END OF SOLICITATION

1. INTRODUCTION

1.1 Purpose and Description

Pinal County Public Works (County) is seeking experienced Contractors to provide Asphalt Maintenance and Repair Services on an as-needed basis at various project locations throughout the County utilizing the Job Order Contracting (JOC) project delivery method.

It is the intent of the County to select four (4) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be at the sole option of the County and be based on the successful performance of the JOC Contractor and the needs of the County. The individual job order assignment maximum amount is \$1,000,000. It is the County's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders assignments. Individual projects may require the expenditure approval of the Pinal County Board of Supervisors. Each job order assignment, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents.

The County has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the County's tolerance of financial risk will be the guiding principles behind the projects.

1.2 Cooperative Purchasing

This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

2. SCOPE OF WORK

2.1 Scope of Work

The County maintains a network of civil infrastructure. The infrastructure includes, but not limited to, paved streets, dirt roads, trails, multi-use paths, park pavements, and parking lots. This JOC will be focused but not limited to, supplying all labor, material, and equipment for asphalt maintenance and repairs. Work assignments may include but not limited to, and the successful contractors shall have experience, knowledge and ability to accomplish the following tasks:

- 2.1.1 Obtain all necessary permits, required to complete the job order assignment, including but not limited to; Engineering off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
- 2.1.2 Placing asphalt pavements including full depth sections, overlays, patches and repairs.
- 2.1.3 Pavement maintenance and rehabilitation; including but not limited to; crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting and removing both asphalt and concrete pavements.
- 2.1.4 Utility adjustments.
- 2.1.5 Minor subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization and grading.
- 2.1.6 Minor earthwork: site rough and finishing grade.
- 2.1.7 Signing and striping including, survey of existing striping and signing, providing and installing project signs, obliteration of striping, layout and installing striping, symbols, raised pavement markers and signage.
- 2.1.8 Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
- 2.1.9 Shoulder maintenance including grading, build-up, placement of surface treatment and sealing.

2.2 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors and knowledge of JOC project delivery methods. The specific work associated with each job order assignment shall be mutually agreed upon and issued by the County.

For any project determined by the County to be appropriate for this Job Order Contract, the County will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the County will issue a Purchase Order, at which time the parties will execute an individual job order assignment specifying the cost and completion schedule for that project. Although the County anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The County reserves the right and will issue job order assignments based on ability of the contractor to meet the County's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Associate of Governments (MAG), Standard Specifications and Details for Road and Bridge Construction published by Arizona Department of Transportation (ADOT), Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), and the construction documents (plans and specifications) associated with each Job Order assignment.

2.3 Work Authorization

Any Work required under this Contract shall be authorized by issuance of formal, written Job Order Purchase Orders as follows:

- 2.3.1 As the need exists (as determined by the County) for performance under the terms of this Contract, the County will notify the Contractor of an existing requirement.
- 2.3.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:
 - 2.3.2.1 Visiting the proposed site in the company of County staff, or;
 - 2.3.2.2 Establishing contact with the County to further define the scope of the requirement.
- 2.3.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task unless Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Contractor will so notify the County in a timely manner.
- 2.3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.
- 2.3.5 Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.
- 2.3.6 Upon receipt of the Contractor's proposal, the County will review the proposal for completeness and will reach agreement with Contractor on pricing, schedule and all other terms, prior to issuance of a Job Order Purchase Order.
- 2.3.7 In the event the County does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the County is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal, except as noted in §2.4.3

2.4 Scheduling of Work

- 2.4.1 For each Job Order Purchase Order, the County will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order Purchase Order. The period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request the County to inspect the Work to determine the

Statement of Work

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

status of completion. A minimum of 30 days prior to Final Completion the Contractor, in conjunction with the County, shall prepare a comprehensive list of Punch list items, which the County may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Items on the Punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list. Two year warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract.

- 2.4.2 Job placement of materials and equipment shall be made with a minimum of interference to County operations and personnel.
- 2.4.3 Furniture and portable office equipment in the immediate work area will be moved by Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, the County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, the County will compensate the Contractor for any such transportation and storage costs incurred.
- 2.4.4 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to the Owner.
- 2.4.5 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods shall be submitted to the County for approval.

2.5 Quality Assurance/Quality Control Program

- 2.5.1 Contractor shall submit, for County approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order Purchase Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with County inspectors.

2.6 Utility Company Coordination

- 2.6.1 Unless specifically excluded by the individual Job Order Agreement, the Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the County.

2.7 Temporary Sanitation Facilities

- 2.7.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated and kept clean at all times.
- 2.7.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

2.8 Dust Control and Water

- 2.8.1 The dust control measures shall be in accordance with the requirements of the Pinal County Air Quality Control District Code of Regulations. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the County has received a copy of the Contractor's Dust Control Permit and Plan.
- 2.8.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal County Air Quality Department 31 N Pinal St, Bldg. F, Florence, AZ 85132 520-866-6929.

	Statement of Work	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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2.8.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the County.

2.8.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

2.9 Work by Owner

2.9.1 The County reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the contract.

 PINAL COUNTY WIDE OPEN OPPORTUNITY	Definitions	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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1. **DEFINITIONS.** For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
 - 1.1 Bid Documents: The whole of the Invitation for Bid packet, which consists of all documents listed in the index of said bid packet and all Addenda thereto.
 - 1.2 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents
 - 1.3 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
 - 1.4 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
 - 1.5 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation to Bid by submitting a signed Bid.
 - 1.6 Board: Pinal County Board of Supervisors.
 - 1.7 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
 - 1.8 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors. Approval by the Board of Supervisors shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
 - 1.9 Channel: A natural or artificial watercourse.
 - 1.10 Contract Administrator: Director of the Pinal County Department of Public Works, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.
 - 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor the Contractors surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
 - 1.12 Contract/Contract Documents: The written instrument between Pinal and the contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
 - 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
 - 1.14 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
 - 1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal county Board of Supervisors.
 - 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.

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- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Department of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, §1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by Pinal to perform testing and that has been determined by Pinal to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material supplies.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not delivery this to the Project Site. For purposes of this definition, a supplier shall not include one how establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.27 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety sureties to protect Pinal by conditioning release of the bond sum upon Contractors full and complete performance of the Contract and all supplemental agreements thereto.
- 1.28 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.29 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.30 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to nay contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgement or other similar action is indicated, such order, instruction, decision, exercise of judgement or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.34 Responsible Bidder: A person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.35 Responsive Bid: A bid which conforms to all material respects to the invitation for bid.

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- 1.36 **Schedule of Performance:** A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.37 **Schedule of Values:** Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under the contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit. Equipment costs or rental, transportation.
- 1.38 **Special Detour:** A detour, which requires the contraction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
- 1.39 **Shop Drawings:** Drawings approved for repetitive use, showing details to be used where appropriate.
- 1.40 **Specifications:** The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.41 **Subcontractor:** An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
- 1.42 **Superintendent:** Contractor's authorized representative in responsible charge of the Work.
- 1.43 **Surety:** The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
- 1.44 **Working Day:** A calendar day, exclusive of Saturdays, Sundays, and County recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
- 1.45 **Working and Supplemental Drawings:** Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.

1 INQUIRIES

- 1.1 All questions related to this Request for Proposal shall be directed to the Procurement Officer, Lorina Gillette, CPPB at lorina.gillette@pinalcountyyaz.gov. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 1.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the Solicitation and evaluation are in process.

2 OFFER PREPARATION

- 2.1 Contract. Offers shall include a signed Contract form.
- The Contract Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return the Contract Form may result in rejection of the Offer.
- 2.2 Acknowledgement of Solicitation Addendums. Offers shall include any/all signed Solicitation Addendum(s), as described in section 2.7 of the Uniform Instructions.
- Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.3 Estimated Quantities. The County does not anticipate considerable activity under contract(s) awarded as a result of this solicitation, therefore, no commitment of any kind is made concerning quantities actually acquired. The quantities that may be reflected in the solicitation are estimates only.
- 2.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "**ORIGINAL**" and shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into two (2) sections as follows:
- 2.4.1 Requested Documents.
- 2.4.1.1 Section One: shall contain the Title Page as well as the following forms: Statement of Bonding Capacity, Addendum Acknowledgement Form, W9 form and signed Offer and Acceptance Form
- 2.4.1.2 Section Two: shall contain the Subcontractor Selection Plan
- 2.4.1.3 Section Three: shall contain scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards by be placed on the same page.
- 2.4.1.4 Section Four: shall contain the Pricing Matrix.
- 2.4.2 Requested Questionnaires.
- 2.4.2.1 Shall contain the completed questionnaire titled JOC Civil Construction Services.
- 2.6 Additional Special Instructions. Responders shall see the attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.
- 2.7 Additional Terms and Conditions. Responders shall see the attachments within the Solicitation for Additional Terms and Conditions.

3 SUBMISSION OF OFFER

Special Instructions

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- 3.1 **Electronic Documents.** The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the Solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the County.

4 EVALUATION

- 4.1 **Evaluation.** In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
1. Method of Approach
 2. Experience and Qualifications of the Contractor
 3. Experience and Qualifications of Key Personnel
 4. Conformance to Terms and Conditions
- 4.2 **Clarifications.** Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.
- 4.3 **Negotiations.** County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.
- 4.4 **Responsibility, Responsiveness and Acceptability.** In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer.

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

- 4.5 **Best and Final Offers.** If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.

5 AWARD

- 5.1 **Contract Document Consolidation.** At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any

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components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

- 5.2 Post Award Meeting. The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

1 INQUIRIES

- 1.1 Duty to Examine. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 1.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 1.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 1.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 1.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.
- 1.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 1.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2 OFFER PREPARATION

- 2.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall only be submitted through Pinal County's web portal, Bonfire. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile or electronic mail (e-mail) Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 2.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 2.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 2.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
 - 2.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

- 2.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 2.5 Subcontracts. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 2.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a Solicitation.
- 2.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 2.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 2.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number by attaching a current W-9 Form.
- 2.9.1 Employee Identification. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 2.10 Identification of Taxes in Offer. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 2.11 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 2.12 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 2.12.1 Terms and Conditions;
 - 2.12.2 Statement or Scope of Work;
 - 2.12.3 Specifications;
 - 2.12.4 Attachments;
 - 2.12.5 Exhibits;
 - 2.12.6 Special Instructions to Responders;
 - 2.12.7 Uniform Instructions to Responders;
 - 2.12.8 Other documents referenced or included in the Solicitation; and
 - 2.12.9 Individual Job Order Assignment
- 2.13 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 2.14 Federal Immigration and Nationality Act. By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate

information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

2.15. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

3 SUBMISSION OF OFFER

3.1 Online Offer Submission. Each offer shall be submitted through Pinal County's web portal, Bonfire.

Requested Information

<u>Name</u>	<u>Type</u>	<u># Files</u>	<u>Requirement</u>	<u>Instructions</u>
Section 1: Cover Sheet, Statement of Bonding Capacity, Addendum Acknowledgement Form, W9, Offer & Acceptance Form	File Type: Any	Multiple	Required	
Section 2: Subcontractor Selection Plan	File Type: Any	Multiple	Required	
Section 3: Scanned copies of Arizona Registrar of Contractors License Identification Card(s)	File Type: Any	Multiple	Required	
JOC Asphalt Maintenance & Repair Services (Q-13MO)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Asphalt Maintenance & Repair Services (BT-05AQ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

Upload your submission at:

<https://pinalcountyaz.bonfirehub.com/opportunities/7907>

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- 3.2 Offer Due Date. The exact due date and time that offers are due as stated on the Solicitation cover page.
- 3.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.
- 3.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:
- 3.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 3.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 3.6 Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 3.7 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.
- 4 EVALUATION**
- 4.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 4.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 4.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 4.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4.5 Disqualification. A Responder (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 4.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 4.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
- 4.7.1 Waive any minor informality;
 - 4.7.2 Reject any and all Offers or portions thereof; or
 - 4.7.3 Cancel the Solicitation.

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5 AWARD

- 5.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 5.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 5.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

6. Protests

- 6.1 Protests. A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:
- 6.1.1 The name, address and telephone number of the protester;
 - 6.1.2 The signature of the protester or its representative;
 - 6.1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 6.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 6.1.5 The form of relief requested.

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1. Statement of Work

The Contractor, under the general supervision of the County, shall perform services as are necessary for the Work Assignment and according to the directions and designated standards of the County, and in accordance with the Statement of Work. It is understood and agreed that the County's authorized representative shall be the Department of Public Works Director or his/her duly authorized representative, hereinafter called the "Agent". For purposes of this contract, the Agent's duly authorized representative shall be the Project Manager and he/she shall be the sole contact for administering this contract.

Contractor shall provide services, and complete in a workmanlike and substantial manner and to the satisfaction of the Department of Public Works Director, Job Order assignments for the County, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, and labor to complete the work in the most substantial and workmanlike manner according to the Specifications and Work Assignment on file with the County and such modifications of the same and other directions that may be made by the County as provided herein. The Contractor shall meet periodically with the County Agent so as to keep the County informed of the progress of the work in accordance with each work assignment.

2. Contract Documents:

2.1 The Contract Documents. (Plans, Specifications, Addenda, if any, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.

2.2 Contract Document Consolidation. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

3. Time of Completion:

Contractor further covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Work Assignment.

4. Contract Term, Extension, Price Adjustment:

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein. The contract shall no bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain in the same and apply during the extension period.

The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for two years. Any requested increase(s) shall be based on an unmitigateble cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated the cost of the goods or services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. Requests for adjustment must be received by the Procurement Officer 120 days prior to contract renewal. The County shall have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form and format of the presentation as it deems necessary to validate the Contractor's request for a price adjustment. Failure to respond to the County's request within the time frame specified shall nullify the Contractor's request. The County shall determine whether the requested price increase is in its best interest and adjustments shall be subject to availability of monies appropriated.

Price reductions may be submitted to or requested by the County for consideration at any time during the Contract period. The County, at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the Department.

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The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the County.

5. Eligible Agencies (Cooperative Usage):

This contract shall be for the permissive use by Pinal County. The County has entered into various purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

6. Payments:

6.1 Compensation. As full consideration for the satisfactory performance by the Contractor of Work prescribed under the Contract, the County shall pay Contractor the amounts specified in the individual Job Orders.

6.2 Invoices. Contractor shall submit invoices to:

Pinal County Finance Department
PO Box 1348
Florence, AZ 85132

OR FinanceInvoices@pinalcountyaz.gov

6.3 Job Order Cost Proposal Structure. For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed 5 percent.

6.4 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, The County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

6.5 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:

6.5.1 Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

6.5.2 Waiving the right of the County to require the fulfillment of all the terms of the Contract.

6.6 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount from the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of the Work.

6.7 Unpaid Amounts. The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days, after:

6.7.1 Completion and acceptance of the Work;

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- 6.7.2 Presentation of a properly executed invoice;
- 6.7.3 Presentation of a fully executed Certificate of Performance provided by the County; or
- 6.7.4 Consent of Contractor's surety, if any.

7. Termination:

The County hereby gives notice that pursuant to A.R.S. § 38-511 A, this contract may be canceled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a Contractor to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the Public Works Director of the County is received by all of the parties to the contract. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as a result of the contract.

8. Negotiation Clause:

Recovery of damages related to expenses incurred by Contractor for a delay for which the County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between Contractor and the County. This provision shall be construed so as to give full effect to any provision in the contract, which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

9. Compliance with Laws:

Contractor is required to comply with all Federal, State and local ordinances and regulations. Contractor's signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that Contractor and any subcontractors employ to complete this project. It is understood that the County shall conduct itself in accordance with the provisions of the Pinal County Procurement Code.

10. Anti-Discrimination Provision:

The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

11. Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractor's may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

12. Insurance Requirements:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do

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business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Worker's Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

Commercial General Liability

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

Automobile Liability

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

Workers' Compensation

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

Certificates of Insurance

Prior to commencing work or services under this Contract, Contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the Contract in the form provided by the County, issued by

Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to County.

13. Israel Boycott Prohibited:

Contractor hereby certifies to Pinal County as follows: that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract and that Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

14. Performance of Work:

14.1 Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchas Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

- 14.1.1 Contract number along with the Job Order Contractor's name;
- 14.1.2 Job Order number and date;
- 14.1.3 The agreed Work and applicable technical specifications and drawings;
- 14.1.4 The agreed period of performance and, if required by the County, a work schedule;
- 14.1.5 The place of performance;
- 14.1.6 The agreed total price for the Work to be performed;
- 14.1.7 Submittal requirements;
- 14.1.8 The County's authorized representative who will accept the completed Work;
- 14.1.9 Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
- 14.1.10 Such other information as may be necessary to perform the Work.

14.2 Job Order Contractor Duties and Obligations.

- 14.2.1 **Permits & Responsibilities.** Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The County will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.
- 14.2.2 **Self-Performance by the Job Order Contractor.** The Job Order Contractor shall be allowed to bid as a subcontractor for work over \$50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.
- 14.2.3 **Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will

supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

- 14.2.4 Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.
- 14.2.5 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.
- 14.2.6 Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee 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. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at least forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Officer shall be used for traffic control. Contact shall be made through the Pinal County Sheriff's Officer Representative, Malita Arellano, 520-866-5109. Deputy time, including vehicle and equipment shall be measured by

the hour for each hour required to perform traffic control duties. Any time over three (3) hours shall be measured by the hour.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14.2.7 Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.

14.2.8 Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

14.2.9 Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If

Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

- 14.2.10 Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

14.3 Owner Rights and Obligations.

- 14.3.1 Suspension of Work. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this subparagraph 13.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

- 14.3.2 County's Right to Possession. The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, failure of the County to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 14.2.1. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

- 14.3.3 Other Contracts. The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.
- 14.3.4 Job Order Amendment. Job Orders may be amended by the County in the same manner as they are issued.
- 14.3.5 Job Order Value. The maximum Job Order value is One Million Dollars (\$1,000,000), except as provided by §17.1.

15. Job Order Documents:

- 15.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.
- 15.2 Show Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Show drawings means drawings submitted to the County by the Contractor showing in detail:
- 15.2.1 The proposed fabrication and assembly of structural elements;
 - 15.2.2 The installation (i.e. form, fit and attachment details) of materials or equipment, and
 - 15.2.3 The construction and detailing of elements of the Work.
- 15.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §14.3 below.
- 15.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- 15.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- 15.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.
- 15.7 Show Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.
- 15.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part here of, shall be

the property of the County and may be used by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

16. Contract Changes:

16.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

- 16.1.1 In the specifications (including drawings and designs);
- 16.1.2 In County furnished facilities, equipment, materials, services, or site; or
- 16.1.3 Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

16.2 County Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.

16.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

16.4 Modification of the Job Order. If any change under this section causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.

16.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:

- 16.5.1 Receipt of a written change order under section 16.1 above; or
- 16.5.2 The furnishing of a written notice under section 16.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under section 16.2 above.

16.6 Final Payment Limitation. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

16.7 Contractor Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

16.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

17. ARS Title 34 Provisions:

17.1 The maximum dollar amount of an individual job order shall be One Million Dollars (\$1,000,000) or such higher or lower amount prescribed by the County in an action notice pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

17.2 If the Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual task in the job order, then:

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17.2.1 The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the work under one or more job orders:

17.2.1.1 A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.

17.2.1.2 A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

17.2.2 If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

17.2.2.1 A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

17.2.2.2 The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

17.2.2.3 The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

17.2.3 The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

18. Contract Administration and Operation

To the extent applicable Contractor shall comply with the following provisions.

18.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

18.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

18.3 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.



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- 18.4 **Affirmative Action.** Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
- Part A. Employment Information Report
 - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.
- All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.
- 18.5 **Drug Free Workplace Program.** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 18.6 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 18.7 **Facilities Inspection and Materials/Service Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 18.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 18.9 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 18.10 **Property of the County.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.



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- 18.11 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 18.12 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 18.13 **Confidentiality of Records.** The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 18.14 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 18.15 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 19. Price Adjustment for Bituminous Materials**
- 19.1 **Description**
Price adjustment shall be calculated based on price changes of bituminous material occurring between the submittal deadline date for the JOC technical and price proposals and the date that the material is delivered or used. Price adjustment shall be bi-directional, potentially increasing or decreasing contract payments.
- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt and shall apply only to specific pay items requiring these materials.
- The contract unit price for each item of bituminous material shall include all costs for furnishing, hauling, handling, spreading, and mixing of the material required, including the "initial cost" of bituminous material and all applicable taxes, bonds, and insurance premiums; but excluding any difference in the cost of bituminous material that occurs between the

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submittal deadline date for the JOC price proposal and the date that the material is delivered or used and the cost of taxes, bonds and insurance directly attributed to the price adjustment amount for bituminous materials.

19.2 Measurement Emulsified Asphalt

The tons of emulsified products to which the adjustment will be applicable will be the tons of the bituminous material within the emulsion. The Contractor shall weigh or measure the truck or trailer tank prior to and after placing the emulsion and will be paid based upon the difference in the weight.

19.3 Payment

The "initial cost" of asphalt cement, liquid asphalt and emulsified asphalt will be the quarterly cost determined by the Arizona Department of Transportation (ADOT) based on selling prices of asphalt and all materials published by the ADOT.

The bituminous material "initial cost" price is issued each month in memorandum form by ADOT's Contract and Specifications Section of the Intermodal Transportation Division under "Price Adjustment for Bituminous Material" title. The price is the arithmetic average of the high and low selling prices for asphalt cement shown for the previous quarter in the ADOT escalator.

This price will be deemed to be the "initial cost" for bituminous material of all types, grades, etc., on projects on which bids are opened during the following month. This price may be obtained from the ADOT website:

<http://www.azdot.gov/business/ContractsandSpecifications/PriceAdjustmentforBituminousMaterialandDieselFuel>

For each item of bituminous material for which there is a specific pay item, an adjustment in compensation will be made for either an increase or decrease in the price of asphalt cement as shown in the ADOT memorandum, current for the date of use of the material, as compared to the "initial cost".

Adjustments in compensation for emulsified asphalt will be made for the bituminous material prior to dilution.

The tons of bituminous materials which are paid for on an invoice basis to which the adjustment will be applicable are the tons which have been delivered to the project and subsequently incorporated into the work. The adjustment will be applicable on the date of use of the bituminous material.

Price Adjustment for Bituminous Materials shall include an adjustment for the actual change in cost of premiums on required payment and performance bonds, the actual change in cost of premiums for property damage and/or public liability insurance, and the change in sales tax (identified in Section 109.2.3) liability incurred as a result of the price adjustment for bituminous materials. The Contractor shall provide documentation to determine the adjustment for the actual change in cost of premiums on required payment and performance bonds, property damage and/or public liability insurance, and sales tax.

No additional compensation will be made for any additional or increased charges, costs, expenses, etc., which the Contractor may have incurred since the time of the Price proposal submittal which may be the result of any increase in the "initial cost" of bituminous material.

The Price Adjustment for Bituminous Materials will be made in the next regular payment following actual use or application of the bituminous material and may cause an increase or decrease in payments. Quarterly billing shall be identified as:

Quarter 1; July - September, released end of June

Quarter 2; October -December, released end of September

Quarter 3; January - March, released end of December

Quarter 4; April - June, released end of March

 PINAL COUNTY WIDE OPEN OPPORTUNITY	Addendum Acknowledgement Form	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:

<http://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.aspx> . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____

Signature	Date
-----------	------

ADDENDUM NO. 2 Acknowledgement _____

Signature	Date
-----------	------

ADDENDUM NO. 3 Acknowledgement _____

Signature	Date
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If no addendums were issued, indicate below, sign the form and return with your response.

Firm

 PINAL COUNTY WIDE OPEN OPPORTUNITY	W-9 Form	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

 PINAL COUNTY WIDE OPEN OPPORTUNITY	Responder's Checklist	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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RESPONDERS CHECKLIST

	Yes/No
Did you include your signed Offer sheet? <i>See Page 34 & 35 of this solicitation.</i>	
Did you acknowledge all addendums, if any? <i>See page 31. Any addendums would be uploaded in Bonfire.</i>	
Did you complete and include all required Response Forms? <i>Any Response forms would be available in Bonfire.</i>	
Did you include your W-9 Form? <i>See page 32 of this solicitation.</i>	
Did you include any necessary attachments?	
Did you follow the order for submissions of documents? <i>See Section 2.4 – Offer format in the Special Instructions of this solicitation.</i>	
Did you include proof of insurance(s) if requested?	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Email: _____

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: JOC Asphalt Maintenance & Repair Services

This contract shall henceforth be referenced to as Contract No. 175923. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____ 2018.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office

	Offer and Acceptance	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Company Name

Authorized Signature

End of Solicitation

ROQ 175923 - Asphalt Maintenance & Repair Services Pricing

Supplier: Southwest Slurry Seal

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price
#1-1	Crack Sealing 1/4 To 1" Width	1	LBS	\$ 1.70
#1-2	Crack Routing	1	LBS	\$ 0.45
#1-3	Crack Vacuum	1	LBS	\$ 0.20
#1-4	Traffic Control - Crack Sealing	1	LBS	\$ 0.30
#2-1	Crack Seal 1" To 2" Utilizing Crack Mastic	1	LBS	\$ 4.50
#2-2	Traffic Control - Crack Mastic	1	LBS	\$ 1.25
#3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, < 50 TONS	1	TON	\$ 1,660.00
#3-2	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, > 50 TONS	1	TON	\$ 1,174.00
#3-3	Asphalt Emulsion Fog Seal TRMSS, < 50 TONS	1	TON	\$ 2,400.00
#3-4	Asphalt Emulsion Fog Seal TRMSS, > 50 TONS	1	TON	\$ 1,370.00
#3-5	Asphalt Emulsion Fog Seal PASS QB, < 50 TONS	1	TON	
#3-6	Asphalt Emulsion Fog Seal PASS QB, > 50 TONS	1	TON	
#3-7	Asphalt Emulsion Fog Seal CQS-TR, < 50 TONS	1	TON	\$ 1,794.00
#3-8	Asphalt Emulsion Fog Seal CQS-TR, > 50 TONS	1	TON	\$ 1,690.00
#3-9	Asphalt Emulsion Fog Seal CQS-LM, < 50 TONS	1	TON	\$ 1,760.00
#3-10	Asphalt Emulsion Fog Seal CQS-LM, > 50 TONS	1	TON	\$ 1,215.00
#3-11	Asphalt Emulsion Fog Seal TR-Fog, < 50 TONS	1	TON	
#3-12	Asphalt Emulsion Fog Seal TR-Fog, > 50 TONS	1	TON	
#3-13	Fog Seal Binder - Haul and Apply Services	1	TON	\$ 1,150.00
#3-14	Traffic Control - Fog Seal (Based on Binder TON)	1	TON	\$ 300.00
#3-15	PMM Seal Coat	1	SY	\$ 2.10
#3-16	MTR Seal Coat	1	SY	\$ 1.70
#3-17	Seal Coat Binder - Haul and Apply Services	1	TON	\$ 4,500.00
#3-18	Traffic Control - Seal Coat (Based on Binder TON)	1	TON	\$ 300.00
#4-1	Chip Seal Binder: AC15-5TR, < 100 TONS	1	TON	
#4-2	Chip Seal Binder: AC15-5TR, > 100 TONS	1	TON	
#4-3	Chip Seal Binder: MC-800 TR, < 100 TONS	1	TON	
#4-4	Chip Seal Binder: MC-800 TR, > 100 TONS	1	TON	
#4-5	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), < 100 TONS	1	TON	
#4-6	Chip Seal Binder: Asphalt Rubber (PG 64-16, 18% Tire Rubber), > 100 TONS	1	TON	
#4-7	Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), < 100 TONS	1	TON	
#4-8	Chip Seal Binder: Asphalt Rubber (PG 58-22, 18% Tire Rubber), > 100 TONS	1	TON	
#4-9	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), < 100 TONS	1	TON	
#4-10	Chip Seal Binder: RAB (Rubberized Asphalt Binder, Field Blend), > 100 TONS	1	TON	
#4-11	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), < 100 TONS	1	TON	
#4-12	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64-16, 16% Tire Rubber, 3% SBS Polymer), > 100 TONS	1	TON	
#4-13	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), < 100 TONS	1	TON	
#4-14	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 58-22, 16% Tire Rubber, 3% SBS Polymer), > 100 TONS	1	TON	
#4-15	Chip Seal Binder: CRS-TR, < 100 TONS	1	TON	
#4-16	Chip Seal Binder: CRS-TR, > 100 TONS	1	TON	

Supplier: Southwest Slurry Seal

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price
#4-17	Chip Seal Binder: CRS-2P, < 100 TONS	1	TON	
#4-18	Chip Seal Binder: CRS-2P, > 100 TONS	1	TON	
#4-19	Chip Seal Binder - Haul & Apply Services	1	TON	
#4-20	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), < 100 TONS	1	TON	
#4-21	Scrub Seal Binder: Rubberized Asphalt Scrub Seal Binder (Blended Base Asphalt, 10% Tire Rubber, 2% SBS Polymer), > 100 TONS	1	TON	
#4-22	Scrub Seal Binder - Haul & Apply Services	1	TON	
#4-23	Chip Seal Aggregate - HVT Pre-Coated	1	TON	
#4-24	Chip Seal Aggregate - LVT Pre-Coated	1	TON	
#4-25	Chip Seal Aggregate - HVT Non-Coated	1	TON	
#4-26	Chip Seal Aggregate - LVT Non-Coated	1	TON	
#4-27	Scrub Seal Aggregate	1	TON	
#4-28	Traffic Control - Chip and Scrub Seal (Based on Binder TON)	1	TON	
#4-29	Chip Seal Binder: PASS CR, <100 Tons	1	TON	
#4-30	Chip Seal Binder: PASS CR, >100 Tons	1	TON	
#5-1	Micro Surface Binder: LMCQSTR-MS, < 100 TONS	1	TON	\$ 983.00
#5-2	Micro Surface Binder: LMCQSTR-MS, > 100 TONS	1	TON	\$ 892.00
#5-3	Micro Surface Binder: MSE (MAG Spec.), < 100 TONS	1	TON	\$ 843.00
#5-4	Micro Surface Binder: MSE (MAG Spec.), > 100 TONS	1	TON	\$ 797.00
#5-5	Micro Surface Binder: CQSLM, < 100 TONS	1	TON	\$ 861.00
#5-6	Micro Surface Binder: CQSLM, > 100 TONS	1	TON	\$ 815.00
#5-7	Micro Surface Binder: CQSPM, < 100 TONS	1	TON	\$ 895.00
#5-8	Micro Surface Binder: CQSPM, > 100 TONS	1	TON	\$ 864.00
#5-9	Micro Surface Binder: CQSLM TR, < 100 TONS	1	TON	\$ 983.00
#5-10	Micro Surface Binder: CQSLM TR, > 100 TONS	1	TON	\$ 892.00
#5-11	Slurry Seal Binder: LMCQSTR, < 100 TONS	1	TON	\$ 993.00
#5-12	Slurry Seal Binder: LMCQSTR, > 100 TONS	1	TON	\$ 888.00
#5-13	Slurry Seal Binder: LMCQS, < 100 TONS	1	TON	\$ 810.00
#5-14	Slurry Seal Binder: LMCQS, > 100 TONS	1	TON	\$ 691.00
#5-15	Slurry Seal Binder: PMCQS (Solid Polymer SBS), < 100 TONS	1	TON	\$ 852.00
#5-16	Slurry Seal Binder: PMCQS (Solid Polymer SBS), > 100 TONS	1	TON	\$ 751.00
#5-17	Slurry Seal Binder: PMQS h, < 100 TONS	1	TON	
#5-18	Slurry Seal Binder: PMQS h, > 100 TONS	1	TON	
#5-19	Slurry Seal Binder: CQS, < 100 TONS	1	TON	\$ 700.00
#5-20	Slurry Seal Binder: CQS, > 100 TONS	1	TON	\$ 639.00
#5-21	Slurry Seal Binder: CQSLM, < 100 TONS	1	TON	\$ 810.00
#5-22	Slurry Seal Binder: CQSLM, > 100 TONS	1	TON	\$ 691.00
#5-23	Slurry Seal Binder: CQS TR, < 100 TONS	1	TON	\$ 909.00
#5-24	Slurry Seal Binder: CQS TR, > 100 TONS	1	TON	\$ 800.00
#5-25	Slurry Seal Binder: CQSLM TR, < 100 TONS	1	TON	\$ 993.00
#5-26	Slurry Seal Binder: CQSLM TR, > 100 TONS	1	TON	\$ 888.00
#5-27	Slurry Seal Aggregate (Type I) Residential	1	TON	\$ 185.00
#5-28	Slurry Seal Aggregate (Type II) Residential	1	TON	\$ 103.00
#5-29	Slurry Seal Aggregate (Type II) Arterial	1	TON	\$ 105.00
#5-30	Slurry Seal Aggregate (Type III) Residential	1	TON	\$ 101.00
#5-31	Slurry Seal Aggregate (Type III) Arterial	1	TON	\$ 104.00
#5-32	Micro Surfacing Aggregate (Type II)	1	TON	\$ 130.00
#5-33	Micro Surfacing Aggregate (Type III)	1	TON	\$ 105.00

Supplier: Southwest Slurry Seal

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price
#5-34	Slurry Seal & Micro Seal Fiber Additive	1	LBS	\$ 6.75
#5-35	Traffic Control - Slurry and Micro Seal (Based on Binder TON)	1	TON	\$ 85.00
#6-1	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic), < 500 TONS	1	TON	
#6-2	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic), > 500 TONS	1	TON	
#6-3	Asphalt Concrete Pavement (Marshall 1/2" Mix High Traffic), < 500 TONS	1	TON	
#6-4	Asphalt Concrete Pavement (Marshall 1/2" Mix High Traffic), > 500 TONS	1	TON	
#6-5	Asphalt Concrete Pavement (Marshall 3/4" Mix Low Traffic), < 500 TONS	1	TON	
#6-6	Asphalt Concrete Pavement (Marshall 3/4" Mix Low Traffic), > 500 TONS	1	TON	
#6-7	Asphalt Concrete Pavement (Marshall 3/4" Mix High Traffic), < 500 TONS	1	TON	
#6-8	Asphalt Concrete Pavement (Marshall 3/4" Mix High Traffic), > 500 TONS	1	TON	
#6-9	Asphalt Concrete Pavement (Superpave 1/2" Mix), < 500 TONS	1	TON	
#6-10	Asphalt Concrete Pavement (Superpave 1/2" Mix), > 500 TONS	1	TON	
#6-11	Asphalt Concrete Pavement (Superpave 3/4" Mix), < 500 TONS	1	TON	
#6-12	Asphalt Concrete Pavement (Superpave 3/4" Mix), > 500 TONS	1	TON	
#6-13	Asphalt-Rubber Concrete Pavement, < 500 TONS	1	TON	
#6-14	Asphalt-Rubber Concrete Pavement, > 500 TONS	1	TON	
#6-15	Bituminous Tack Coat (CSS-1H, Diluted)	1	TON	
#6-16	Asphaltic Concrete Patching (Remove And Replace)	1	TON	
#6-17	Asphaltic Concrete Patching (Pothole Patching)	1	TON	
#6-18	Recondition Shoulder	1	SY	
#6-19	Shoulder Build-Up Material	1	TON	
#6-20	Saw Cut Asphaltic Concrete Pavement (Per Inch Foot)	1	LF	
#6-21	Asphaltic Concrete Pavement Milling (Edge Mill) (0-7')	1	SY	\$ 1.90
#6-22	Asphalt Profiling (Micro Milling 1 to 2,000 SY)	1	SY	\$ 5.00
#6-23	Asphalt Profiling (Micro Milling 2,001 to 4,000)	1	SY	\$ 2.55
#6-24	Asphalt Profiling (Micro Milling 4,001 to 16,000)	1	SY	\$ 1.50
#6-25	Asphalt Profiling (Micro Milling 16,001 to 32,000)	1	SY	\$ 1.10
#6-26	Asphalt Profiling (Micro Milling 32,001 to 64,000)	1	SY	\$ 1.05
#7-1	Remove Thermoplastic Stripe	1	LF	\$ 1.20
#7-2	Remove Thermoplastic Symbol Or Legend	1	EA	\$ 144.00
#7-3	Remove Raised Pavement Marker	1	EA	\$ 2.40
#7-4	15 MIL (4") White Traffic Paint Stripe	1	LF	\$ 0.12
#7-5	15 MIL (4") Yellow Traffic Paint Stripe	1	LF	\$ 0.12
#7-6	Paint Symbol Arrow	1	EA	\$ 60.00
#7-7	Paint Symbol (RR Crossing)	1	EA	\$ 144.00
#7-8	Paint Symbol (Bike Lane Marking Set)	1	EA	\$ 90.00
#7-9	Paint Legend "Only"	1	EA	\$ 80.00
#7-10	60 MIL (4") White Thermoplastic Traffic Stripe	1	LF	\$ 0.36
#7-11	60 MIL (4") Yellow Thermoplastic Traffic Stripe	1	LF	\$ 0.36
#7-12	Transverse Thermoplastic 4" Equivalent	1	LF	\$ 0.80
#7-13	Thermoplastic Pavement Arrow 90 MIL	1	EA	\$ 150.00
#7-14	Thermoplastic Symbol, RR Crossing 90 MIL	1	EA	\$ 240.00
#7-15	Thermoplastic Legend "Only" 90 MIL	1	EA	\$ 168.00
#7-16	25 MIL (4") White Dual Component Pavement Marking (Epoxy)	1	LF	\$ 0.80
#7-17	25 MIL (4") Yellow Dual Component Pavement Marking (Epoxy)	1	LF	\$ 0.80

Supplier: Southwest Slurry Seal

Line #	Item Description	Quantity Required	Unit of Measure	Unit Price
#7-18	Transverse Dual Component Pavement Marking (Epoxy) 4" Equivalent	1	EA	\$ 1.50
#7-19	Dual Component Pavement Marking Symbol (Epoxy)	1	EA	\$ 240.00
#7-20	Dual Component Pavement Marking Legend (Epoxy)	1	EA	\$ 260.00
#7-21	Pre-Formed Tape Striping (3M 270 Series) 4" Equivalent	1	LF	\$ 2.40
#7-22	Pre-Formed Symbol (3M 270 Series)	1	EA	\$ 210.00
#7-23	Pre-Formed Legend (3M 270 Series)	1	EA	\$ 270.00
#7-24	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	1	EA	\$ 5.00
#7-25	Reflectorized Raised Pavement Marker (Type G, Clear, 1 Way)	1	EA	\$ 5.00
#7-26	Reflectorized Riased Pavement Marker (Type H, Yellow 1-Way)	1	EA	\$ 5.00
#7-27	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	1	EA	\$ 12.00
#7-28	Chip Seal Marker, ADOT Std M-20	1	EA	\$ 2.50
#8-1	Adjust Round Frame & Cover To Grade, MAG Det. 270	1	EA	\$ 850.00
#8-2	Adjust Valve Box & Cover To Grade, MAG Det. 391-1-A	1	EA	\$ 850.00
#8-3	Adjust Valve Box & Cover To Grade, MAG Det. 391-1-B	1	EA	\$ 850.00
#8-4	Adjust Valve Box & Cover To Grader, MAG Det. 391-1-C	1	EA	\$ 850.00
#8-5	Adjust Manhole Frame & Cover To Grade, MAG Det. 422	1	EA	\$ 950.00
#9-1	Traffic Control (Not for Items No. 1-5)	1	LS	\$ -
#9-2	Message Board (Per Unit Per Day)	1	DY	\$ 100.00
#9-3	Uniformed Off-Duty Pinal County Sheriff Deputy & Official Vehicle	1	HR	\$ 45.00
#9-4	Flagging Services (Hours Vary By Job)	1	HR	\$ 50.00
#9-5	Pilot Car And Driver (Hours Vary By Job)	1	HR	\$ 70.00
#9-6	Document Existing Pavement Markings	1	LS	\$ -
#9-7	Miscellaneous Removals And Other Work	1	LS	\$ -
#9-8	Paved Surface Cleaning	1	MILE	
#9-9	Community Relations	1	LS	\$ -

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST SLURRY SEAL, INC.

[Job Orders]

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

EXHIBIT C
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST SLURRY SEAL, INC.

[State of Arizona Amendment to Right-of-Way]

See following pages.

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

AMENDMENT TO RIGHT OF WAY

NO. 16-100396

The Right of Way between the State of Arizona, Grantor, and _____

CITY OF AVONDALE

Grantee, by mutual consent, has been amended as follows:

**3.28 acres in Section 36, Township 1 North, Range 1 West have been deleted
as requested. (See attached Appendix A.)**

**Purpose is amended to read: Public roadway, bridge and underground utilities.
Additional Conditions have been added as required.**

**This Right of Way Amendment, when executed by the State Land Commissioner (Grantor)
and the above mentioned Grantee and is affixed to the original Right of Way, shall be in
full force and effect. All other terms and conditions of the Right of Way apply and shall
remain in full force and effect.**

**IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set
forth below.**

**STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner**

**CITY OF AVONDALE
GRANTEE**

**By: _____
Date**

✓

**_____
Authorized Signature Date**

✓

**_____
Title**

✓

**_____
Address**

✓

**_____
City State Zip**

(SEAL)

ADDITIONAL CONDITIONS FOR
UNDERGROUND INSTALLATION
16-100396

1. All rock brought to the surface along with topsoil and overburden from the affected Trust lands shall be salvaged and stockpiled separately in a manner that re-placement shall utilize one hundred (100%) percent of the materials upon project completion. Excess rock unsuitable for scattering shall be disposed of in a manner and location authorized by the Grantor.
2. All equipment shall be removed from the site within seven (7) days of project completion.
3. In the event the Grantor determines that the affected Trust lands have not been restored and/or rehabilitated to the satisfaction of the Grantor, or the surrounding Trust lands have been adversely affected, Grantee shall amend right of way to include affected Trust lands and remit compensation to the Grantor in an amount representing the greater of actual damages or three (3) times the contract rent within (30) days.
4. Grantee shall maintain the easement area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance.

ADDITIONAL CONDITIONS

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1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Grantee agrees to abide by any applicable County, State or Federal pollution control statutes, rules and/or regulations.

2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.5 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

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2.6 All equipment shall be removed from the site within seven (7) days of project completion.

2.7 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.8 For construction after Commencement Date of this Right of Way, disturbed areas shall be restored and rehabilitated according to a plan submitted and approved in advance by the Grantor prior to commencement of construction. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.9 For ground disturbance after Commencement Date of this Right of Way, all rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon project completion. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.10 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance.

2.11 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over the subject roadway.

2.12 If flap gates or other similar vehicle barriers are used, the State of Arizona will not be held liable in the event of an injury or death.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

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3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

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3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

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3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 If any ground disturbing activities associated with this Right of Way are to occur on Arizona State Trust land in areas not previously subjected to cultural resources survey, additional cultural resources inventory will be required PRIOR TO any such disturbance. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.2 Should previously undocumented cultural resources be identified during any project-related construction or maintenance activities, all such work shall cease in the

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immediate vicinity of the remains, and pursuant to A.R.S. §41-844, the Director of the Arizona State Museum shall be immediately notified; the Manager of the Cultural Resources Management Program at Arizona State Land Department (ASLD) shall also be notified. Should human remains or funerary objects be identified, the Repatriation Coordinator of the Arizona State Museum shall be notified immediately; the Manager of the Cultural Resources Management Program at ASLD shall also be notified.

4.3 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.4 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.5 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.6 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.7 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.8 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.9 Grantee shall salvage or replant cactus and other protected plants.

4.10 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

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5. SERVICE / ACCESS ROADS

5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.

5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.

5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.

5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.

5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.

5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.

5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.

6. EXISTING LESSEES

6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

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6.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

7. MISCELLANEOUS

7.1 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

7.2 No altering of existing drainages or drainage structures is authorized under this instrument.

7.3 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

7.4 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

"Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period."

7.5 Attached hereto as **EXHIBIT B** is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached.

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8. EXHIBITS

8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

<u>EXHIBIT A</u>	Legal Description and/or Visual Depiction of Right of Way
<u>EXHIBIT B</u>	Insurance Rider

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

A parcel of land lying within the South one-half (S1/2) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

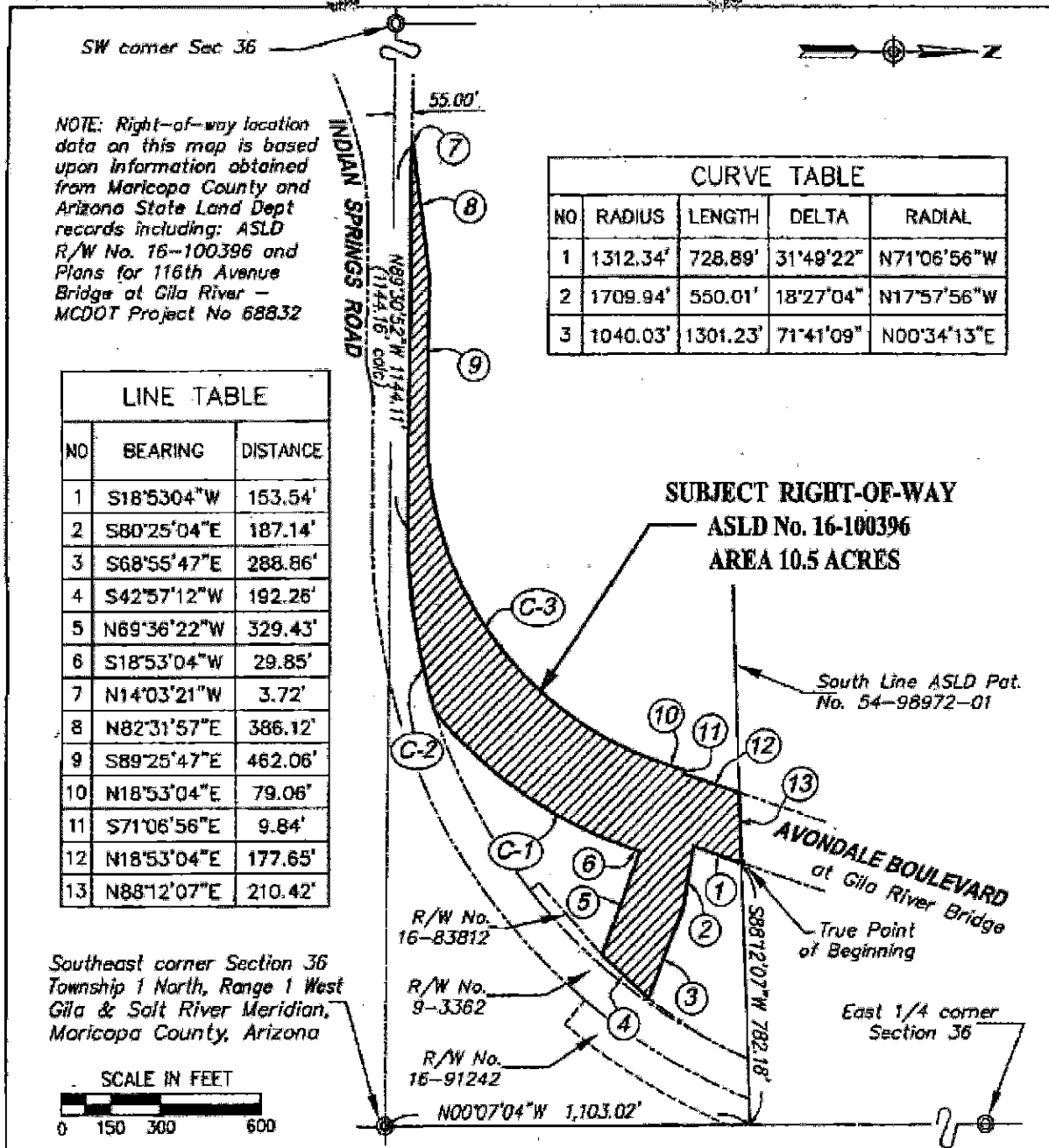
COMMENCING at the Southeast corner of said Section Thirty-six (36); THENCE North 00°07'04" - West along the East line of said Section a distance of 1103.20 feet to a point on the South line of Arizona State Land Department Patent No. 54-98972-01; THENCE South 88°12'07" West along said South line a distance of 782.18 feet to the TRUE POINT OF BEGINNING; THENCE South 18°53'04" West a distance of 153.54 feet; THENCE South 80°25'04" East a distance of 187.14 feet; THENCE South 68°55'47" East a distance of 288.86 feet to an angle point on the West line of the Arizona State Land Department Right-of-Way No. 16-83812; THENCE South 42°57'12" West along said West line a distance of 192.26 feet; THENCE North 69°36'22" West a distance of 329.43 feet; THENCE South 18°53'04" West a distance of 29.85 feet to a Point of Curvature of a 1312.34 foot radius curve to the right; THENCE 728.89 feet along the arc of said curve, through a central angle of 31°49'22" to a point of non-tangency of a 1707.94 foot radius curve to the right, with a radial bearing of North 17°57'56" West; THENCE 550.01 feet along the arc of said curve, through a central angle of 18°27'04" to a Point of Tangency on a line parallel with and 55.00 feet North of the South line of said Section Thirty-six (36); THENCE North 89°30'52" West along said parallel line a distance of 1144.11 feet; THENCE North 14°03'21" West a distance of 3.72 feet; THENCE North 82°31'57" East a distance of 386.12 feet; THENCE South 89°25'47" East a distance of 462.06 feet to a Point of Curvature of a 1040.03 foot radius curve to the left; THENCE 1301.23 feet along the arc of said curve, through a central angle of 71°41'09" to a Point of Tangency; THENCE North 18°53'04" East a distance of 79.06 feet; THENCE South 71°06'56" East a distance of 9.84 feet; THENCE North 18°53'04" East a distance of 177.65 feet to a point on the South line of the Arizona State Land Department Patent No. 54-98972-01; THENCE North 88°12'07" East along said South line a distance of 210.42 feet to the TRUE POINT OF BEGINNING

Contains 457,346 square feet or 10.50 acres more or less.

ADDITIONAL CONDITIONS

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Page 11 of 16

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



ENGINEERING
DEPARTMENT

EXHIBIT MAP

MCDOT Right-of-way Assignment
ASLD No. 16-100396

DATE: 8-2-2011
DSN:
DRN: LS
CHK:

PROJECT NAME
AVONDALE BLVD ROW
SOUTH OF GILA RIVER

PAGE 2 OF 2

ADDITIONAL CONDITIONS

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EXHIBIT B

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from

ADDITIONAL CONDITIONS

16-100396

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liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability-Written and Oral:	\$1,000,000.00
Damage to Rented Premises:	\$ 50,000.00
Each Occurrence	\$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional

ADDITIONAL CONDITIONS

16-100396

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insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

ADDITIONAL CONDITIONS

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Page 15 of 16

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. **Notice of Cancellation:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. **Acceptability of Insurers:** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

ADDITIONAL CONDITIONS

16-100396

Page 16 of 16

F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

ASSIGNMENT OF RIGHT-OF-WAY

The State Land Commissioner hereby consents to the Assignment of Right-of-Way
16-100396 which runs _____ for a perpetual term

(Date of expiration)

and hereby orders that the right-of-way and all rights therein are hereby assigned
and transferred to:

CITY OF AVONDALE

11465 West Civic Center Drive
Avondale, Arizona 85323

This assignment is made pursuant to application to assign the right-of-way made by
ASSIGNOR(S):

MARICOPA COUNTY

and pursuant to application for the assumption of said right-of-way made by ASSIGNEE(S):

CITY OF AVONDALE

and in accordance with the laws of the State of Arizona and the rules of the State Land
Department.

*This assignment is made without waiver or relinquishment of any rights of the State of Arizona which
may exist under the Right of Way assigned and does not initiate any new rights to the assignee of this
Right of Way other than the rights as are set forth in the existing Right of Way. The assignee(s) hereby
assumes and agrees to perform all obligations of the grantee under the Right of Way and accepts the
Right of Way subject to all existing terms and conditions.*

Dated this 10th day of November, 2011.



State of Arizona
State Land Commissioner

By _____

When Recorded Return to:
Maricopa County Department
of Transportation - Right of
Way Division - (TC)



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

98-0779418 09/01/98 12:21

VIRGINIA 1 OF 1

STATE LAND DEPARTMENT STATE OF ARIZONA

RIGHT-OF-WAY SOLD AT PUBLIC AUCTION

Parcel No. 500-69-N/A
Project No. 68832 - 115th
Ave. at the Gila River
Item No. Z1-0069 (TC)

R/W No. 16 - 100396

THIS INDENTURE, made June 1, 1998, by and between the State of
Arizona, hereinafter called the Grantor, and

MARICOPA COUNTY

hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of A.R.S. §37-461, the Grantee herein
has filed with the State Land Commissioner an application for a right-of-way for the purpose
of constructing, operating, and maintaining

a public roadway and bridge

and

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein
as the line of definite location of the aforesaid Right-of-Way, and which said right-of-way map
is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent
to the granting of the Right-of-Way applied for, the land covered by the said Right-of-Way
shall be used for no purpose other than the location, construction and maintenance of said
Right-of-Way over and across the following State lands, to-wit described in Appendix A.

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations set forth herein.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the Right-of-Way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this Right-of-Way conveys no fee to the land described herein and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said Right-of-Way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant to others, easements and rights-of-way over and across the lands described.

NOW THEREFORE, in accordance with the provisions of A.R.S. §37-461 and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said Right-of-Way over and across the State land described herein.

Grantee agrees to indemnify, hold and save Grantor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by Grantee or resulting from the use, condition or occupation of the land.

EASEMENT CONDITIONS

- 1. With regard to the location, construction and maintenance of the Right-of-way:**
 - (a)** Grantee shall ensure full compliance with the terms and conditions of this grant by its agents, employees and contractors (including sub-contractors of any tier), and the employees of each of them.
 - (b)** Unless clearly inapplicable, the requirements and prohibitions imposed upon Grantee by these terms and conditions are also imposed upon Grantee's agents, employees, contractors, and sub-contractors, and the employees of each of them.

- (c) Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.
 - (d) Grantee shall require its agents, contractors or sub-contractors to include these terms and conditions in all contracts and sub-contracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and sub-contractors, and the employees of each of them, shall likewise be bound to comply with these terms and conditions.
2. All access roads over State land outside the Right-of-Way must be applied for and authorized in accordance with applicable regulations.
 3. No material may be removed by Grantee or its contractors without the written approval of the Commissioner.
 4. Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project and shall pay the State Land Department such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed or destroyed. Grantee shall notify the State Land Department and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.
 5. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the land under grant as determined necessary by the State Land Department.
 6. Grantee shall be required, upon completion of right-of-way construction, to make such rehabilitation measures on the State lands, including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the State Land Department.
 7. Upon revocation or termination of the Right-of-Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the land to its original condition, to the satisfaction of the Commissioner.
 8. Costs incurred by the Grantee in complying with restoration and rehabilitation requirements as determined by the State Land Department on State trust lands shall be borne by the Grantee.

9. Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Arizona State Land Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum.
10. THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and a fully executed copy is delivered to the Grantee.
11. IN THE EVENT OF A DISPUTE between the parties to this Agreement, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. §12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department pursuant to statute or Department Administrative Rule.
12. Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.
13. Notice of authority to cancel this contract:

This contract is subject to cancellation pursuant to A.R.S. § 38-511.
14. Native Plant Law:

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Document, the Grantee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.
15. The State of Arizona, through its State Land Department, retains ownership of the land. The use of this Right-of-Way is to be non-exclusive. This easement is sold SUBJECT to existing reservations, easements or rights-of-way heretofore legally obtained and now in full force and effect.
16. The Department does not represent or warrant that access exists over other State lands which intervene respectively between this Right-of-Way easement and the nearest public roadway.
17. SUBJECT to the express condition that when the lands cease to be put to the stated purpose, said easement shall cease and terminate. Said termination shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State.

ENVIRONMENTAL INDEMNITY

Grantee shall protect, defend, indemnify and hold harmless the Grantor from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the Right-of-Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right-of-Way; or (b) any release, threatened release or escape of any substance in, on, under or from said Right-of-Way that is caused, in whole or in part, by any conduct, actions or negligence of the Grantee, regardless of when such substance came to be located on the Right-of-Way.

For the purposes of this Right-of-Way, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right-of-Way and/or any transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Premises and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

ROAD RIGHT OF WAY ADDITIONAL CONDITIONS
16-100396

1. Grantee agrees to abide by any applicable County or State air pollution control statutes, rules and regulations, and all other applicable State and Federal laws, rules and regulations.
2. Grantee shall acquire any permits necessary from the Arizona Department of Transportation prior to construction, if required.
3. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to adjacent land including, but not limited to, effects upon vegetation, drainage channels, and stream banks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such other soil and resource conservation and protection measures on the land under grant or permit as determined necessary by the Commissioner of the State Land Department.
4. Grantee will not alter or cause ponding or any damage up or down stream of any water crossing.
5. Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over the roadway.
6. If flap gates are used, the State Land Department will not be held liable in the event of an injury.

STATE OF ARIZONA LAND DEPARTMENT
516 W. ADAMS
TUCSON, AZ 85707

RUN DATE: 17-jun-1998
RUN TIME: 09:51:09

LEASE NUMBER: 016-100396-00-000
AMENDMENT NUMBER: 0

Page 1

LAND#	LEGAL DESCRIPTION	C.C.	ACREAGE
L.O-N-01.0-W-36-07-030-9008	M&B IN S2S2 (10.50AC)	0.0	13.780
	M&B IN S2S2 (3.28AC) TCE		

TOTALS: 0.0 13.780

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By  8-20-98
Date

(SEAL)

MARICOPA COUNTY AUG 05 1998
GRANTEE Date

By Chairman of the Board of Supervisors Date

MARICOPA COUNTY
2901 West Durango Street
Address
Phoenix, Arizona 85009
City State Zip



CITY COUNCIL AGENDA

SUBJECT:

Amendment No. 2 to Construction Contract
Standard Construction Company Inc. - CDBG
Street and Sidewalk Improvement

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

Staff is requesting that City Council approve a Second Amendment to the CDBG Streets and Sidewalk Improvement Project construction contract with Standard Construction Company, Inc. in the amount of \$192,213.69, authorize the transfer of \$30,000 from 514-1057-00-8520, to 514-1162-00-8520; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On March 2, 2015, Council approved a contract with WHPacific to begin the design phase of CDBG project (ST1162). The purpose of this project is to reconstruct streets to improve drainage, driving conditions, and the life expectancy of streets located within the project area. The project area is from Central Avenue to 4th Street, Western Avenue to Main Street (see attached map).

City staff worked with RID staff to address construction conflicts with existing RID facilities. On January 16, 2018 Council approved a Cost Participation Agreement with RID for the relocation work.

On May 7, 2018, City Council approved a Construction contract with Standard Construction Company Inc. in the amount of \$2,902,674.75.

On September 4, 2018, the First Amendment to the construction Contract with Standard Construction Company Inc. was approved for the construction of a waterline construction along Pacific Drive from 3rd Street to 4th Street. This amendment was in the amount of \$90,985.00.

DISCUSSION:

The original contract award amount is an amount calculated by contractors bidding on the work as requested by the City and is based upon an engineer's estimate of the quantities of materials required to perform the work. Typically when construction of any improvement project is complete, the final contract amount is determined by the actual field-measured quantities of materials installed by the contractor. This project has run into several challenges and quantity overruns that are not typical. This Second Amendment to the original contract reflects the close-out of costs associated with field measured bid item quantities, and changes related to unanticipated existing conditions for underground work that has been completed by Standard

Construction.

Staff directed the additional work to be completed in accordance with the contract bid unit prices. Due to the unknown nature of aging underground facilities, some additional work was required. There was additional work in the interest of producing the best final product for longevity of the roadway. Also, the design engineer included the plans for work on Western Avenue to bring the system up to current standards. However, they failed to include the quantities to cover this work on the bid schedule. This work was scheduled and completed by the contractor at the contract unit prices.

The item overages include:

- Seal coating sewer manholes \$33,955.69
- Western Avenue additions in bid quantities
- Waterline installation \$56,290.00
- Repaving \$17,645.00
- Field measured items that differ from the original estimate \$84,323.00
- **Total \$192,213.69**

Compensation for the additional materials and services increases the aggregate contract compensation from \$2,993,659.75 to \$3,185,873.44. Staff would typically wait until construction is complete to approach Council with a Contract Amendment for final quantities, however, the vendor (Standard Construction) desires to be paid for work completed to date. In order to pay Standard, a contract increase is required, which necessitates Council action.

There will be one final change order presented to Council for the balance of any contract overruns due to asphalt and concrete work, as well as unanticipated costs on the contractor is claiming as a result of unforeseen project delays. The amount of this final change order is currently being negotiated between Staff and Standard Construction representatives. Staff anticipates presenting this final contract amendment in February 2019.

STRATEGIC PLAN ALIGNMENT:

Initiative:

Foster Sustainable Community Development

Goal:

Maintain and expand quality infrastructure and improve connectivity to City amenities

Objective

This project will install new pavement and waterlines within the project area to replace existing infrastructure that is beyond its serviceable life.

BUDGET IMPACT:

CIP line item 304-1162-00-8420, CDBG Streets and Sidewalks, contains \$171,579. It is proposed using \$162, 213.69 from this fund toward the balance of the Second Amendment. The remaining balance of \$30,000.00 is proposed to be transferred from CIP line item 514-1057-00-8520, Citywide Water Improvements (which presently holds a balance of \$90,015) to 514-1162-00-8520, CDBG Street/Sidewalk/Water Improvements.

RECOMMENDATION:

Staff recommends that City Council approve the Second Amendment to the CDBG Streets and Sidewalk Improvement Project construction contract with Standard Construction Company, Inc. in the amount of \$192,213.69, authorize the transfer of \$30,000 from 514-1057-00-8520, to 514-1162-00-8520, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Contract](#)



**SECOND AMENDMENT
TO
CONTRACT NO. 14795C
BETWEEN
THE CITY OF AVONDALE
AND
STANDARD CONSTRUCTION COMPANY, INC.**

THIS SECOND AMENDMENT TO CONTRACT NO. 14795C (this “Second Amendment”) is made as of January 14, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Standard Construction Company, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. The City issued Invitation for Bids EN18-072 (the “IFB”) seeking bids from contractors to perform CDBG-funded improvements on Central Avenue to 3rd Street and Western Avenue to Southern Lane (the “Services”). The Contractor responded to the IFB and the City and Contractor entered into Contract No. 14795C, dated May 7, 2018, as amended by that First Amendment, dated August 15, 2018, for the provision of the Services (the “Contract”), a true and correct copy of which is on file with the City Engineer. All of the capitalized terms not otherwise defined in this Second Amendment have the same meanings as defined in the Contract.

B. The City has determined that it is necessary for the Contractor to resolve unanticipated underground conflicts and include work for Western Avenue that was omitted by the design engineer in the bid package (the “Additional Services”).

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

AGREEMENT

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

1. Term. The term of the Contract is hereby extended through January 18, 2019.
2. Scope of Work. Contractor shall provide the Additional Services as set forth in the Change Order, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The City shall increase the compensation to Contractor by not more than \$192,213.69, for the Additional Services as set forth in the Change Order, resulting in an increase of the aggregate not-to-exceed compensation from \$2,993,659.75 to \$3,185,873.44.

4. Effect of Amendment. The Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

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

6. Conflict of Interest. This Second Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

STANDARD CONSTRUCTION COMPANY, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT
TO
CONTRACT NO. 14795C
BETWEEN
THE CITY OF AVONDALE
AND
STANDARD CONSTRUCTION COMPANY, INC.

[Change Order]

See following page.

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: CDBG Street and Sidewalk Improvements
City Project No.: ST1162
Design Engineer: City of Avondale

CHANGE ORDER NO.: 2 **Date:** December 18, 2018
Change Order Request No.: 1 **Date:** July 31, 2018

CONTRACTOR: Standard Construction Inc.

Original Contract Start Date: June 6, 2018
Original Contract Completion Date: December 18, 2018
Revised Contract Completion Date: January 18, 2019

CHANGE ORDER DESCRIPTION: As construction was progressing, there were various underground conflicts that were not anticipated with this project. These instances had to be resolved while the work was ongoing to prevent additional delay. Also, plans for Work on Western Ave was included in the bid package but the design engineer failed to include the quantities in the bid schedule.

REASON FOR CHANGE ORDER: 1). Avondale staff added work that was not included in the project scope. 2) Western Avenue quantities not included in plan total.

CONTRACT AMOUNT

Original Contract: \$ 2,902,674.75
Previous C.O.'s: \$ 90,985.00
This Change Order: \$ 192,213.69
Total All C.O.'s: \$ 283,198.69
Revised Contract: \$ 3,185,873.44

CONTRACT TIME

Original Contract: 180 days
Previous C.O.'s: 15 days
This Change Order: 32 days
Total All C.O.'s: 47 days
Revised Contract: 227 days

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.



CITY COUNCIL AGENDA

SUBJECT:

Ninth Amendment to Financial Assistance
Agreement Care1st Health Plan Arizona

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

Staff is requesting that the City Council approve the ninth amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. (Care1st) to receive continuing funds for operation of the Care1st Avondale Resource Center in the amount of \$158,894.49 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2008, the City entered into an agreement with Care1st Health Plan Arizona to operate a resource center with the support of financial sponsorship. The former Old Town Library building was available and with relatively minor renovations was converted into a resource and housing center.

The first of its kind in the Southwest Valley, this multifaceted hub for human services was established in 2009 through an innovative public and private partnership between Care1st Health Plan of Arizona, the City of Avondale and First Things First. Approximately 61 agencies provide an array of services to include: health insurance enrollment, nutrition services, financial and emergency assistance, rental/ mortgage assistance, utility assistance, parenting and early childhood development classes. The Center has experienced a significant increase in utilization of services in the past several years. In FY 2018, the Center served more than 60,000 individuals. In an average month, the Care1st Avondale Resource Center serves approximately 4,900 customers, enrolls 200 individuals in AHCCCS, and processes 100 food stamp applications.

With continued funding from Care1st, Avondale staff will continue to identify needed human services and recruit agencies which provide the services needed in the community. The creation of the resource center has complemented the revitalization efforts in Historic Avondale and has attracted other human services funding, specifically from First Things First.

In 2012, Care1st Health Plan Arizona provided funding to replace the aging air conditioning system. In 2013, funding was allocated for approximately half the costs of the roof replacement and the cost of security enhancements for the facility. In 2014, no major renovations were implemented at the Center. Care1st provided funding for new flooring for the children's play

area and the large annex in 2015. In December 2016, Care1st Funding was utilized to remodel the public restrooms in the main building.

DISCUSSION:

The resource center is managed by staff of the Neighborhood and Family Services Department. The following information listed below is the division of responsibilities for the resource center that are detailed in the agreement.

The City of Avondale will provide the following:

- Use of the building at 328 W. Western Avenue
- Use of the furniture currently in the building
- Identification and recruitment of human services and providers to be located in the resource center
- Management of the resource center facility, operations, and staff
- Daily oversight of Care1st support staff who are assigned to the resource center
- Fiscal oversight of the resource center.

Funding from Care1st will provide:

- Support the salary of the Resource Center Coordinator who is a City employee and is responsible for the day to day center operation
- Janitorial services and supplies
- Facility and grounds maintenance including upkeep of the interior garden
- General office supplies, meeting supplies, postage, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities
- Annual operating funding for the resource center for the period of January 2019 through December 2019
- Two support staff members (one full time and one part-time), who will be Care1st employees, who will serve in a reception/clerical capacity and who will be supervised by the Resource Center Coordinator

Joint City of Avondale and Care1st Responsibilities:

- Work together to provide a comprehensive marketing plan to create awareness by residents in the Southwest Valley of the services provided in the resource center
- Work together to provide an evaluation plan which will provide both Care1st and the City with accurate, timely, and comprehensive evaluation data

BUDGET IMPACT:

Care1st will provide a total of \$158,894.49 for calendar year 2019. Expenditure appropriation for this amount will be transferred from 209-5300-00-6990 to 209-7510.

RECOMMENDATION:

Staff recommends that the City Council approve the ninth amendment to the Financial Assistance Agreement with Care1st Health Plan of Arizona, Inc. to continue receiving funds for operation of the Care1st Avondale Resource Center in the amount of \$158,894.49 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Agreement](#)

**NINTH AMENDMENT
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CARE 1ST HEALTH PLAN ARIZONA, INC.**

THIS NINTH AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT (this “Ninth Amendment”) is made as of January 14, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Care 1st Health Plan Arizona, Inc., an Arizona corporation (the “Provider”). The City and Provider are also referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

A. The City and Provider entered into a Financial Assistance Agreement, dated November 3, 2008, as amended by that First Amendment, dated December 13, 2010, that Second Amendment, dated January 9, 2012, that Third Amendment, dated January 22, 2013, that Fourth Amendment, dated February 3, 2014, that Fifth Amendment, dated March 2, 2015, that Sixth Amendment, dated December 14, 2015, that Seventh Amendment, dated December 19, 2016, and that Eighth Amendment, dated December 18, 2017 (collectively, the “Agreement”), to establish the Resource Center at the Facility to provide the Services to residents of the southwest valley region. Capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise defined herein.

B. The City has determined that additional financial assistance is necessary to continue the Services, operate the Resource Center, and improve and maintain the Facility for an additional year (the “Continued Services”).

C. The City and the Provider desire to enter into this Ninth Amendment to renew the Agreement for an additional year and to provide for additional funding for the Continued 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 Provider hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through December 31, 2019 (the “Renewal Term”). The Parties may renew this Ninth Amendment and the Agreement for successive additional time periods at any time prior to the expiration of the Renewal Term by written amendment.

2. Compensation. The Provider shall provide additional funding to the City in the amount of \$158,894.48.00 to enable the City to provide the Continued Services (the “Additional Funding”). Provider shall pay one half of the Additional Funding to the City on or before April 19, 2019. Provider shall pay the remaining half of the Additional Funding to the City on July 31, 2019.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Ninth Amendment, each Party affirmatively asserts that the other Party is not currently in default, nor has been in default at any time prior to this Ninth Amendment, under any of the terms or conditions of the Agreement. Additionally, the Provider affirmatively asserts that any and all claims, known or unknown, related to the Agreement and existing on or before the date of this Ninth Amendment are forever waived.

5. Conflict of Interest. This Ninth Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

“Provider”

CARE 1ST HEALTH PLAN ARIZONA, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of CARE 1ST HEALTH PLAN
ARIZONA, INC., an Arizona corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the corporation.

(Affix notary seal here)

Notary Public in and for the State of Arizona



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3512-119 and Resolution 3513-119 -
Alamar Phase I Maintenance Improvement
District

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to approve the Petition for Formation, adopt a Resolution declaring its intention to form the City of Avondale Maintenance Improvement District No. 6, Alamar Phase 1, 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.

BACKGROUND:

Under provisions of the City Code/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 stipulations, 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 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 Petition and Resolution of Intention are attached for formation of City of Avondale Maintenance Improvement District for Alamar Phase I, southwest corner of Avondale Boulevard and Broadway Road. In the case in which all of the property owners have presented a petition for 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.

DISCUSSION:

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 the 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.

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 City Council adoption of a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 6 – Alamar Phase 1, 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 stipulations:

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

ATTACHMENTS:

Description

[Resolution 3512-119 - MID No. 6 - Alamar Phase I - Intention to Form](#)

[Resolution 3513-119 - MID No. 6 - Alamar Phase I - Intent to Order Improvements](#)

RESOLUTION 3512-119

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES 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. 6 – ALAMAR – PHASE I, 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. 6 – Alamar – Phase I (the “Assessment District”) over the area described 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 Exhibit B and incorporated herein by reference; and

WHEREAS, the City Council declares that the maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the Assessment District is incidental to the maintenance and preservation of the 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 maintenance of landscaping included within and adjacent to a parkway 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 maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the 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 maintenance of all landscaping, including replacement of landscape materials, within the Assessment District in the areas 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. 6 – Alamar – Phase I, 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. 6 – Alamar – Phase I.

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 Title 48, Article 2, specifically Section 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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, January 14, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 3512-119

[Legal Description]

See following pages.

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised December 4, 2018
Revised November 27, 2018
Revised November 2, 2018
Revised October 24, 2018
Revised October 10, 2018
August 14, 2018
WP# 174612
Page 1 of 20
See Exhibit "A"

PARCEL DESCRIPTION
Alamar – Phase 1
MID

A parcel of land lying within Sections 24 and 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 east quarter corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole stamped T1N R1W S25 S30 RLS 33310, from which the southeast corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 00°05'19" West (basis of bearing), a distance of 2622.45 feet;

THENCE along the east line of the northeast quarter of said Section 25, North 00°05'10" East, a distance of 1310.39 feet, to the southeast corner of the north half of said northeast quarter, and the **POINT OF BEGINNING**;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of said northeast quarter;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1209.76 feet, to the north line of the south 100.00 feet of said southwest quarter of the northeast quarter;

THENCE leaving said east line, along said north line, North 89°34'11" West, a distance of 1191.50 feet;

THENCE leaving said north line, North 00°00'00" West, a distance of 209.07 feet, to the beginning of a curve;

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

THENCE North 19°09'56" West, a distance of 151.76 feet;

THENCE South 70°50'04" West, a distance of 80.00 feet;

THENCE North 65°09'56" West, a distance of 27.79 feet;

THENCE North 19°09'56" West, a distance of 60.04 feet;

THENCE North 24°50'04" West, a distance of 28.77 feet;

THENCE North 19°09'56" West, a distance of 243.50 feet, to the beginning of a curve;

THENCE northwesterly along said curve to the left, having a radius of 1360.00 feet, concave southwesterly, through a central angle 04°00'00", a distance of 94.95 feet, to the curves end;

THENCE North 23°09'56" West, a distance of 151.63 feet;

Parcel Description
Alamar – Phase 1
MID

Revised December 4, 2018
Revised November 27, 2018
Revised November 2, 2018
Revised October 24, 2018
Revised October 10, 2018
August 14, 2018
WP# 174612
Page 2 of 20
See Exhibit "A"

THENCE North 67°39'56" West, a distance of 28.53 feet;
THENCE North 23°09'56" West, a distance of 60.01 feet;
THENCE North 22°20'04" East, a distance of 28.04 feet;
THENCE North 23°09'56" West, a distance of 728.30 feet;
THENCE North 68°09'56" West, a distance of 28.28 feet;
THENCE North 23°09'56" West, a distance of 100.00 feet;
THENCE North 66°50'04" East, a distance of 560.80 feet;
THENCE North 11°57'57" West, a distance of 368.36 feet, to the north line of the northwest quarter of said Section 25;
THENCE along said north line, South 89°37'21" East, a distance of 207.28 feet, to the north quarter corner of said Section 25;
THENCE leaving said north line, along the north line of said northeast quarter, South 89°37'29" East, a distance of 776.11 feet, to a point of intersection with a non-tangent curve;
THENCE leaving said north line, easterly along said non-tangent curve to the right, having a radius of 1578.53 feet, concave southerly, whose radius bears South 11°42'46" East, through a central angle of 00°14'43", a distance of 6.76 feet, to a point of intersection with a non-tangent line;
THENCE North 35°04'31" East, a distance of 43.16 feet;
THENCE North 81°04'25" East, a distance of 80.00 feet;
THENCE South 52°55'42" East, a distance of 43.16 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said non-tangent curve to the right, having a radius of 1578.53 feet, concave southerly, whose radius bears South 06°23'08" East, through a central angle of 06°45'38", a distance of 186.26 feet, to the north line of the south 35.00 feet of said Section 24, and the curve's end;
THENCE along said north line, South 89°37'29" East, a distance of 508.42 feet;
THENCE leaving said north line, North 45°22'31" East, a distance of 28.28 feet;
THENCE South 89°37'29" East, a distance of 80.00 feet;
THENCE South 44°37'29" East, a distance of 28.28 feet, to said north line of the south 35.00 feet of said Section 24;
THENCE along said north line, South 89°37'29" East, a distance of 143.70 feet;
THENCE leaving said north line, North 89°13'46" East, a distance of 350.10 feet, to the north line of the south 42.00 feet of said Section 24;
THENCE along said north line, South 89°37'29" East, a distance of 127.43 feet;
THENCE leaving said north line, North 38°33'31" East, a distance of 303.27 feet, to the west line of the east 65.00 feet of said Section 24;
THENCE along said west line, North 00°13'52" West, a distance of 28.93 feet;
THENCE leaving said west line, North 05°11'02" East, a distance of 158.95 feet, to the west line of the east 50.00 feet of said Section 24;
THENCE along said west line, North 00°13'52" West, a distance of 586.20 feet;
THENCE leaving said west line, North 89°46'08" East, a distance of 50.00 feet, to the east line of the south half of the northeast quarter of said Section 24;

Parcel Description
Alamar – Phase 1
MID

Revised December 4, 2018
Revised November 27, 2018
Revised November 2, 2018
Revised October 24, 2018
Revised October 10, 2018
August 14, 2018
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See Exhibit "A"

THENCE along said east line, South 00°13'52" East, a distance of 1054.46 feet, to the southeast corner of said Section 24, also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said northeast quarter, South 00°05'10" West, a distance of 1310.39 feet, to the **POINT OF BEGINNING**.

Containing 5,705,682 square feet or 130.9844 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of 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 Alamar Phase 1 MID L11R05 12-04-18.docx



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EXHIBIT B
TO
RESOLUTION 3512-119

[Assessment Diagram]

See following pages.

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM OF
ALAMAR - PHASE 1**

SOUTH QUARTER CORNER OF SECTION 24, NORTH QUARTER CORNER OF SECTION 25, T.1N., R.1W.

SOUTHWEST CORNER OF SECTION 24, NORTHWEST CORNER OF SECTION 25, T.1N., R.1W.

SOUTHEAST CORNER OF SECTION 24, NORTHEAST CORNER OF SECTION 25, T.1N., R.1W.

LOTS 1 THROUGH 461

WEST QUARTER CORNER SECTION 25, T.1N., R.1W.

EAST QUARTER CORNER SECTION 25, T.1N., R.1W. 3" M.C.D.O.T. B.C.H.H. STAMPED T1N R1W S25 S30 RLS 33310 POINT OF COMMENCEMENT



Horz. 1 in. = 750 ft.

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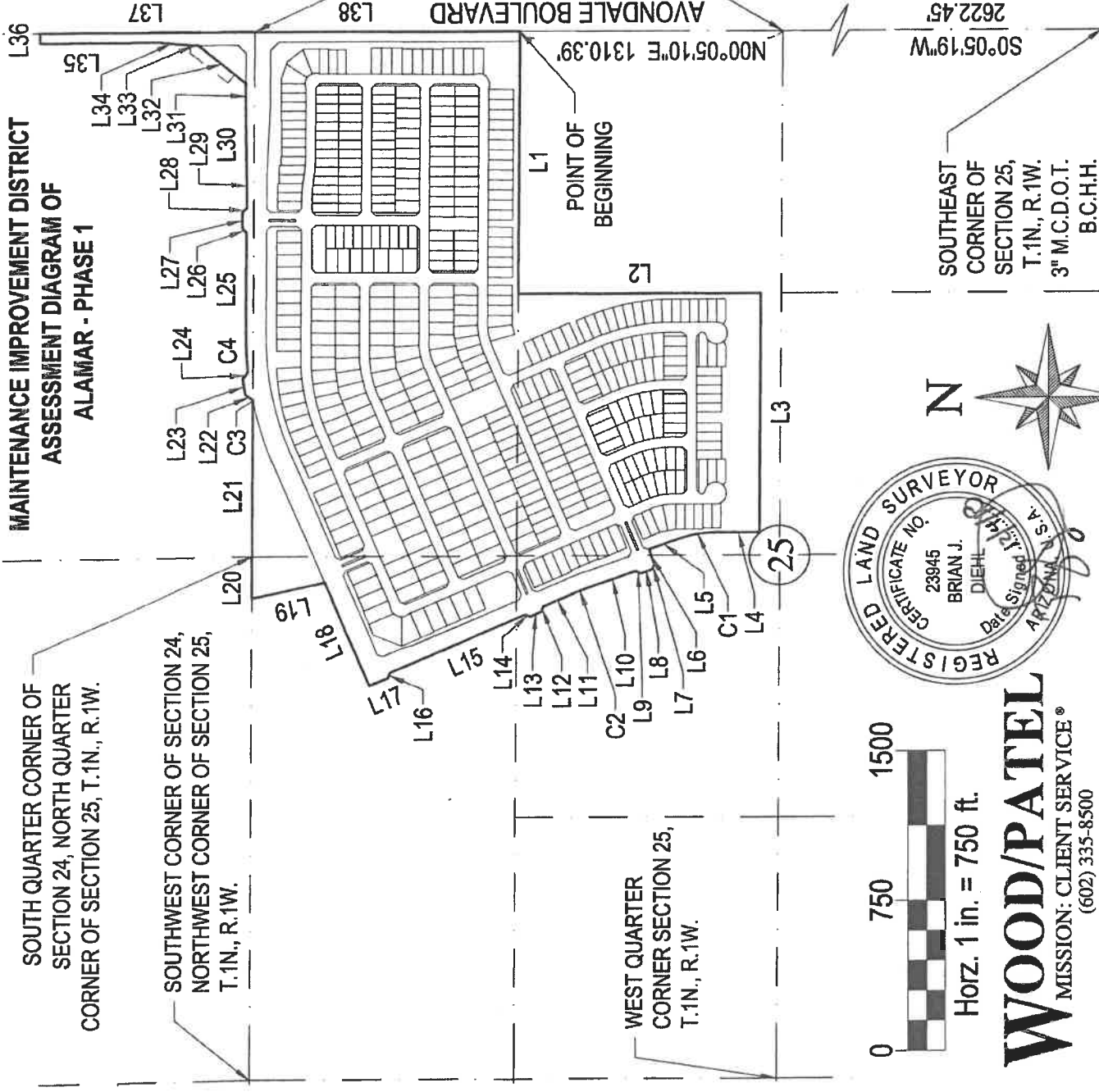
SOUTHEAST CORNER OF SECTION 25, T.1N., R.1W. 3" M.C.D.O.T. B.C.H.H.

S0°05'19"W 2622.45' (BASIS OF BEARING)

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LINE AND CURVE TABLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°35'50"W	1,305.99'
L2	S00°05'32"W	1,209.76'
L3	N89°34'11"W	1,191.50'
L4	N00°00'00"W	209.07'
L5	N19°09'56"W	151.76'
L6	S70°50'04"W	80.00'
L7	N65°09'56"W	27.79'
L8	N19°09'56"W	60.04'
L9	N24°50'04"E	28.77'
L10	N19°09'56"W	243.50'
L11	N23°09'56"W	151.63'
L12	N67°39'56"W	28.53'
L13	N23°09'56"W	60.01'
L14	N22°20'04"E	28.04'
L15	N23°09'56"W	728.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	N68°09'56"W	28.28'
L17	N23°09'56"W	100.00'
L18	N66°50'04"E	560.80'
L19	N11°57'57"W	368.36'
L20	S89°37'21"E	207.28'
L21	S89°37'29"E	776.11'
L22	N35°04'31"E	43.16'
L23	N81°04'25"E	80.00'
L24	S52°55'42"E	43.16'
L25	S89°37'29"E	508.42'
L26	N45°22'31"E	28.28'
L27	S89°37'29"E	80.00'
L28	S44°37'29"E	28.28'
L29	S89°37'29"E	143.70'
L30	N89°13'46"E	350.10'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	S89°37'29"E	127.43'
L32	N38°33'31"E	303.27'
L33	N00°13'52"W	28.93'
L34	N05°11'02"E	158.95'
L35	N00°13'52"W	586.20'
L36	N89°46'08"E	50.00'
L37	S00°13'52"E	1,054.46'
L38	S00°05'10"W	1,310.39'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	19°09'56"	600.00'	200.70'
C2	4°00'00"	1360.00'	94.95'
C3	0°14'43"	1578.53'	6.76'
C4	6°45'38"	1578.53'	186.26'

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	5,260	0.1208
LOT 2	5,326	0.1223
LOT 3	5,451	0.1251
LOT 4	5,397	0.1239
LOT 5	5,648	0.1297
LOT 6	5,347	0.1228
LOT 7	5,175	0.1188
LOT 8	5,175	0.1188
LOT 9	5,175	0.1188
LOT 10	5,175	0.1188
LOT 11	5,355	0.1229
LOT 12	5,355	0.1229

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 13	5,355	0.1229
LOT 14	5,350	0.1228
LOT 15	7,732	0.1775
LOT 16	8,322	0.1911
LOT 17	7,319	0.1680
LOT 18	5,573	0.1279
LOT 19	5,400	0.1240
LOT 20	5,400	0.1240
LOT 21	5,125	0.1177
LOT 22	5,175	0.1188
LOT 23	5,175	0.1188
LOT 24	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 25	5,175	0.1188
LOT 26	5,175	0.1188
LOT 27	5,175	0.1188
LOT 28	5,175	0.1188
LOT 29	5,193	0.1192
LOT 30	5,323	0.1222
LOT 31	5,587	0.1282
LOT 32	5,834	0.1339
LOT 33	5,933	0.1362
LOT 34	5,874	0.1348
LOT 35	5,175	0.1188
LOT 36	5,175	0.1188

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 37	5,175	0.1188
LOT 38	5,175	0.1188
LOT 39	5,175	0.1188
LOT 40	5,175	0.1188
LOT 41	5,175	0.1188
LOT 42	5,175	0.1188
LOT 43	5,175	0.1188
LOT 44	5,125	0.1177
LOT 45	5,157	0.1184
LOT 46	5,175	0.1188
LOT 47	5,175	0.1188
LOT 48	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 49	5,175	0.1188
LOT 50	5,175	0.1188
LOT 51	5,175	0.1188
LOT 52	5,175	0.1188
LOT 53	5,175	0.1188
LOT 54	5,175	0.1188
LOT 55	5,175	0.1188
LOT 56	5,175	0.1188
LOT 57	5,175	0.1188
LOT 58	5,125	0.1177
LOT 59	5,125	0.1177
LOT 60	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 61	5,175	0.1188
LOT 62	5,175	0.1188
LOT 63	5,175	0.1188
LOT 64	5,175	0.1188
LOT 65	5,175	0.1188
LOT 66	5,175	0.1188
LOT 67	5,175	0.1188
LOT 68	5,175	0.1188
LOT 69	5,175	0.1188
LOT 70	5,175	0.1188
LOT 71	5,175	0.1188
LOT 72	5,157	0.1184

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 73	7,182	0.1649
LOT 74	7,200	0.1653
LOT 75	6,000	0.1377
LOT 76	6,000	0.1377
LOT 77	6,000	0.1377
LOT 78	6,000	0.1377
LOT 79	6,000	0.1377
LOT 80	6,000	0.1377
LOT 81	6,000	0.1377
LOT 82	6,000	0.1377
LOT 83	6,000	0.1377
LOT 84	7,150	0.1641

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 85	6,500	0.1492
LOT 86	6,500	0.1492
LOT 87	6,500	0.1492
LOT 88	6,250	0.1435
LOT 89	6,250	0.1435
LOT 90	6,250	0.1435
LOT 91	6,250	0.1435
LOT 92	6,500	0.1492
LOT 93	6,500	0.1492
LOT 94	6,500	0.1492
LOT 95	6,520	0.1497
LOT 96	5,950	0.1366

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 97	6,000	0.1377
LOT 98	6,000	0.1377
LOT 99	6,000	0.1377
LOT 100	6,000	0.1377
LOT 101	6,000	0.1377
LOT 102	6,000	0.1377
LOT 103	6,000	0.1377
LOT 104	6,000	0.1377
LOT 105	6,000	0.1377
LOT 106	6,000	0.1377
LOT 107	6,000	0.1377
LOT 108	6,000	0.1377

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 109	6,000	0.1377
LOT 110	6,000	0.1377
LOT 111	6,000	0.1377
LOT 112	5,950	0.1366
LOT 113	5,950	0.1366
LOT 114	6,000	0.1377
LOT 115	6,000	0.1377
LOT 116	6,000	0.1377
LOT 117	6,000	0.1377
LOT 118	6,000	0.1377
LOT 119	6,000	0.1377
LOT 120	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 121	6,000	0.1377
LOT 122	6,000	0.1377
LOT 123	6,000	0.1377
LOT 124	6,000	0.1377
LOT 125	6,000	0.1377
LOT 126	6,000	0.1377
LOT 127	6,000	0.1377
LOT 128	6,000	0.1377
LOT 129	5,950	0.1366
LOT 130	6,111	0.1403
LOT 131	6,110	0.1403
LOT 132	6,109	0.1402

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 133	6,108	0.1402
LOT 134	6,106	0.1402
LOT 135	6,105	0.1402
LOT 136	6,104	0.1401
LOT 137	6,103	0.1401
LOT 138	6,102	0.1401
LOT 139	6,100	0.1400
LOT 140	6,099	0.1400
LOT 141	6,098	0.1400
LOT 142	6,097	0.1400
LOT 143	6,095	0.1399
LOT 144	6,094	0.1399

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 145	6,092	0.1399
LOT 146	6,091	0.1398
LOT 147	6,090	0.1398
LOT 148	6,088	0.1398
LOT 149	6,087	0.1397
LOT 150	6,085	0.1397
LOT 151	6,615	0.1519
LOT 152	7,178	0.1648
LOT 153	5,950	0.1366
LOT 154	6,000	0.1377
LOT 155	6,000	0.1377
LOT 156	6,299	0.1446

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 157	6,726	0.1544
LOT 158	6,719	0.1543
LOT 159	6,862	0.1575
LOT 160	6,322	0.1451
LOT 161	6,250	0.1435
LOT 162	6,250	0.1435
LOT 163	6,000	0.1377
LOT 164	6,000	0.1377
LOT 165	6,000	0.1377
LOT 166	6,000	0.1377
LOT 167	6,000	0.1377
LOT 168	5,188	0.1191

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 169	5,369	0.1233
LOT 170	5,374	0.1234
LOT 171	5,374	0.1234
LOT 172	5,374	0.1234
LOT 173	5,374	0.1234
LOT 174	5,374	0.1234
LOT 175	5,374	0.1234
LOT 176	5,394	0.1238
LOT 177	5,387	0.1237
LOT 178	5,175	0.1188
LOT 179	5,175	0.1188
LOT 180	5,175	0.1188

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 181	5,175	0.1188
LOT 182	5,175	0.1188
LOT 183	5,308	0.1219
LOT 184	5,315	0.1220
LOT 185	5,520	0.1267
LOT 186	7,485	0.1718
LOT 187	5,664	0.1300
LOT 188	5,664	0.1300
LOT 189	5,664	0.1300
LOT 190	5,664	0.1300
LOT 191	6,020	0.1382
LOT 192	5,675	0.1303

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 193	5,667	0.1301
LOT 194	5,659	0.1299
LOT 195	5,623	0.1291
LOT 196	5,599	0.1285
LOT 197	5,358	0.1230
LOT 198	5,269	0.1210
LOT 199	5,283	0.1213
LOT 200	5,577	0.1280
LOT 201	5,578	0.1281
LOT 202	5,615	0.1289
LOT 203	5,617	0.1290
LOT 204	5,674	0.1303

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 205	5,905	0.1356
LOT 206	6,663	0.1530
LOT 207	6,302	0.1447
LOT 208	6,252	0.1435
LOT 209	6,241	0.1433
LOT 210	5,805	0.1333
LOT 211	6,184	0.1420
LOT 212	6,369	0.1462
LOT 213	6,446	0.1480
LOT 214	6,742	0.1548
LOT 215	5,606	0.1287
LOT 216	5,664	0.1300

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 217	5,664	0.1300
LOT 218	5,606	0.1287
LOT 219	5,625	0.1291
LOT 220	5,625	0.1291
LOT 221	5,625	0.1291
LOT 222	5,625	0.1291
LOT 223	5,625	0.1291
LOT 224	5,625	0.1291
LOT 225	5,625	0.1291
LOT 226	5,625	0.1291
LOT 227	5,625	0.1291
LOT 228	5,402	0.1240

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 229	5,416	0.1243
LOT 230	7,317	0.1680
LOT 231	5,154	0.1183
LOT 232	5,532	0.1270
LOT 233	5,860	0.1345
LOT 234	5,860	0.1345
LOT 235	5,757	0.1322
LOT 236	5,175	0.1188
LOT 237	5,175	0.1188
LOT 238	5,220	0.1198
LOT 239	5,588	0.1283
LOT 240	5,855	0.1344



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 241	5,918	0.1359
LOT 242	5,749	0.1320
LOT 243	5,231	0.1201
LOT 244	5,451	0.1251
LOT 245	5,400	0.1240
LOT 246	5,625	0.1291
LOT 247	5,625	0.1291
LOT 248	5,625	0.1291
LOT 249	6,784	0.1557
LOT 250	6,902	0.1585
LOT 251	5,625	0.1291
LOT 252	5,613	0.1288

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
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	6,000	0.1377
LOT 264	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 265	6,048	0.1388
LOT 266	6,000	0.1377
LOT 267	6,000	0.1377
LOT 268	6,048	0.1388
LOT 269	6,048	0.1388
LOT 270	6,000	0.1377
LOT 271	6,000	0.1377
LOT 272	6,048	0.1388
LOT 273	6,000	0.1377
LOT 274	6,000	0.1377
LOT 275	6,000	0.1377
LOT 276	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 277	6,000	0.1377
LOT 278	6,000	0.1377
LOT 279	6,000	0.1377
LOT 280	6,000	0.1377
LOT 281	6,000	0.1377
LOT 282	6,000	0.1377
LOT 283	6,000	0.1377
LOT 284	6,000	0.1377
LOT 285	6,000	0.1377
LOT 286	6,000	0.1377
LOT 287	6,000	0.1377
LOT 288	6,000	0.1377

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 289	6,488	0.1489
LOT 290	6,500	0.1492
LOT 291	6,500	0.1492
LOT 292	6,250	0.1435
LOT 293	6,250	0.1435
LOT 294	6,250	0.1435
LOT 295	6,500	0.1492
LOT 296	6,500	0.1492
LOT 297	6,500	0.1492
LOT 298	6,487	0.1489
LOT 299	5,950	0.1366
LOT 300	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 301	6,000	0.1377
LOT 302	6,000	0.1377
LOT 303	6,000	0.1377
LOT 304	6,000	0.1377
LOT 305	6,000	0.1377
LOT 306	6,000	0.1377
LOT 307	6,000	0.1377
LOT 308	6,000	0.1377
LOT 309	6,000	0.1377
LOT 310	6,000	0.1377
LOT 311	6,000	0.1377
LOT 312	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 313	9,100	0.2089
LOT 314	9,100	0.2089
LOT 315	9,100	0.2089
LOT 316	9,100	0.2089
LOT 317	9,100	0.2089
LOT 318	9,100	0.2089
LOT 319	9,100	0.2089
LOT 320	9,100	0.2089
LOT 321	9,100	0.2089
LOT 322	9,050	0.2078
LOT 323	9,100	0.2089
LOT 324	9,100	0.2089

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 325	9,100	0.2089
LOT 326	9,100	0.2089
LOT 327	9,100	0.2089
LOT 328	9,100	0.2089
LOT 329	9,100	0.2089
LOT 330	9,100	0.2089
LOT 331	9,100	0.2089
LOT 332	9,212	0.2115
LOT 333	9,212	0.2115
LOT 334	9,100	0.2089
LOT 335	9,100	0.2089
LOT 336	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 337	9,100	0.2089
LOT 338	9,100	0.2089
LOT 339	9,100	0.2089
LOT 340	9,100	0.2089
LOT 341	9,100	0.2089
LOT 342	9,100	0.2089
LOT 343	9,050	0.2078
LOT 344	9,100	0.2089
LOT 345	9,100	0.2089
LOT 346	10,137	0.2327
LOT 347	10,137	0.2327
LOT 348	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 349	9,100	0.2089
LOT 350	9,100	0.2089
LOT 351	9,100	0.2089
LOT 352	9,050	0.2078
LOT 353	9,050	0.2078
LOT 354	9,100	0.2089
LOT 355	9,100	0.2089
LOT 356	9,100	0.2089
LOT 357	9,100	0.2089
LOT 358	9,100	0.2089
LOT 359	9,100	0.2089
LOT 360	9,050	0.2078

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 361	9,100	0.2089
LOT 362	9,100	0.2089
LOT 363	9,100	0.2089
LOT 364	9,100	0.2089
LOT 365	9,422	0.2163
LOT 366	9,999	0.2295
LOT 367	16,831	0.3864
LOT 368	9,267	0.2127
LOT 369	9,100	0.2089
LOT 370	9,100	0.2089
LOT 371	9,050	0.2078
LOT 372	9,050	0.2078

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 373	9,100	0.2089
LOT 374	9,100	0.2089
LOT 375	9,100	0.2089
LOT 376	9,100	0.2089
LOT 377	7,200	0.1653
LOT 378	7,200	0.1653
LOT 379	7,215	0.1656
LOT 380	7,497	0.1721
LOT 381	7,497	0.1721
LOT 382	7,497	0.1721
LOT 383	7,497	0.1721
LOT 384	7,497	0.1721

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 385	7,497	0.1721
LOT 386	8,048	0.1847
LOT 387	8,060	0.1850
LOT 388	8,128	0.1866
LOT 389	8,027	0.1843
LOT 390	7,764	0.1782
LOT 391	7,631	0.1752
LOT 392	7,631	0.1752
LOT 393	7,601	0.1745
LOT 394	7,237	0.1661
LOT 395	7,200	0.1653
LOT 396	7,200	0.1653

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 397	7,200	0.1653
LOT 398	7,200	0.1653
LOT 399	7,150	0.1641
LOT 400	7,210	0.1655
LOT 401	7,260	0.1667
LOT 402	7,260	0.1667
LOT 403	7,260	0.1667
LOT 404	7,260	0.1667
LOT 405	7,759	0.1781
LOT 406	8,019	0.1841
LOT 407	8,220	0.1887
LOT 408	8,496	0.1950

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 409	8,302	0.1906
LOT 410	7,953	0.1826
LOT 411	8,060	0.1850
LOT 412	8,048	0.1847
LOT 413	7,949	0.1825
LOT 414	7,853	0.1803
LOT 415	7,800	0.1791
LOT 416	8,215	0.1886
LOT 417	8,157	0.1873
LOT 418	8,013	0.1840
LOT 419	7,729	0.1774
LOT 420	7,200	0.1653

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 421	7,200	0.1653
LOT 422	7,200	0.1653
LOT 423	7,200	0.1653
LOT 424	7,150	0.1641
LOT 425	7,210	0.1655
LOT 426	7,260	0.1667
LOT 427	7,260	0.1667
LOT 428	7,260	0.1667
LOT 429	7,767	0.1783
LOT 430	8,313	0.1908
LOT 431	8,803	0.2021
LOT 432	8,211	0.1885

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 433	7,800	0.1791
LOT 434	7,853	0.1803
LOT 435	7,949	0.1825
LOT 436	7,723	0.1773
LOT 437	7,680	0.1763
LOT 438	7,680	0.1763
LOT 439	9,050	0.2078
LOT 440	8,511	0.1954
LOT 441	7,373	0.1693
LOT 442	7,373	0.1693
LOT 443	7,373	0.1693
LOT 444	7,323	0.1681

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 445	8,350	0.1917
LOT 446	8,400	0.1928
LOT 447	8,400	0.1928
LOT 448	7,200	0.1653
LOT 449	7,200	0.1653
LOT 450	7,200	0.1653
LOT 451	7,200	0.1653
LOT 452	7,200	0.1653
LOT 453	7,200	0.1653
LOT 454	7,200	0.1653
LOT 455	7,200	0.1653
LOT 456	7,200	0.1653



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 457	7,200	0.1653
LOT 458	7,200	0.1653
LOT 459	7,200	0.1653
LOT 460	7,200	0.1653
LOT 461	7,200	0.1653

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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	559,924	12.8541
TRACT AA	2,050	0.0471
TRACT B	2,000	0.0459
TRACT BB	2,110	0.0484
TRACT C	2,956	0.0679
TRACT CC	3,525	0.0809
TRACT D	16,520	0.3792
TRACT DD	3,525	0.0809
TRACT E	2,928	0.0672
TRACT EE	4,800	0.1102
TRACT F	2,050	0.0471
TRACT FF	56,425	1.2953

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT G	2,100	0.0482
TRACT GG	2,300	0.0528
TRACT H	16,563	0.3802
TRACT HH	2,300	0.0528
TRACT I	2,100	0.0482
TRACT II	3,525	0.0809
TRACT J	2,089	0.0480
TRACT JJ	2,110	0.0484
TRACT K	1,613	0.0370
TRACT KK	20,274	0.4654
TRACT L	1,613	0.0370
TRACT LL	88,916	2.0412



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT M	2,111	0.0485
TRACT MM	164,908	3.7858
TRACT N	2,088	0.0479
TRACT NN	21,847	0.5015
TRACT O	1,613	0.0370
TRACT OO	1,580	0.0363
TRACT P	1,612	0.0370
TRACT PP	1,580	0.0363
TRACT Q	2,116	0.0486
TRACT R	2,030	0.0466
TRACT S	9,635	0.2212
TRACT SS	1,269	0.0291

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT T	19,958	0.4582
TRACT TT	1,239	0.0284
TRACT U	17,120	0.3930
TRACT UU	1,299	0.0298
TRACT V	2,200	0.0505
TRACT VW	1,502	0.0345
TRACT W	2,200	0.0505
TRACT X	2,200	0.0505
TRACT Y	33,954	0.7795
TRACT Z	2,100	0.0482



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EXPIRES 09-30-20

RESOLUTION 3513-119

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. 6, ALAMAR – PHASE I; 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 3512-119 declaring its intent to form the City of Avondale Maintenance Improvement District No. 6 – Alamar – Phase I; 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 maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 6 – Alamar – Phase I (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 maintenance of the landscaping within the District 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 maintenance of the landscaping within the District is of more than local or ordinary public benefit, and is 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 maintenance of the landscaping included within, near, and adjacent to a parkway 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 maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to 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 maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City 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,
January 14, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION 3513-119

[Legal Description and Assessment Diagram]

See following pages.

Wood, Patel & Associates, Inc.
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Revised December 4, 2018
Revised November 27, 2018
Revised November 2, 2018
Revised October 24, 2018
Revised October 10, 2018
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PARCEL DESCRIPTION
Alamar – Phase 1
MID

A parcel of land lying within Sections 24 and 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 east quarter corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole stamped T1N R1W S25 S30 RLS 33310, from which the southeast corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 00°05'19" West (basis of bearing), a distance of 2622.45 feet;

THENCE along the east line of the northeast quarter of said Section 25, North 00°05'10" East, a distance of 1310.39 feet, to the southeast corner of the north half of said northeast quarter, and the **POINT OF BEGINNING**;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of said northeast quarter;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1209.76 feet, to the north line of the south 100.00 feet of said southwest quarter of the northeast quarter;

THENCE leaving said east line, along said north line, North 89°34'11" West, a distance of 1191.50 feet;

THENCE leaving said north line, North 00°00'00" West, a distance of 209.07 feet, to the beginning of a curve;

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

THENCE North 19°09'56" West, a distance of 151.76 feet;

THENCE South 70°50'04" West, a distance of 80.00 feet;

THENCE North 65°09'56" West, a distance of 27.79 feet;

THENCE North 19°09'56" West, a distance of 60.04 feet;

THENCE North 24°50'04" West, a distance of 28.77 feet;

THENCE North 19°09'56" West, a distance of 243.50 feet, to the beginning of a curve;

THENCE northwesterly along said curve to the left, having a radius of 1360.00 feet, concave southwesterly, through a central angle 04°00'00", a distance of 94.95 feet, to the curves end;

THENCE North 23°09'56" West, a distance of 151.63 feet;

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THENCE North 67°39'56" West, a distance of 28.53 feet;
THENCE North 23°09'56" West, a distance of 60.01 feet;
THENCE North 22°20'04" East, a distance of 28.04 feet;
THENCE North 23°09'56" West, a distance of 728.30 feet;
THENCE North 68°09'56" West, a distance of 28.28 feet;
THENCE North 23°09'56" West, a distance of 100.00 feet;
THENCE North 66°50'04" East, a distance of 560.80 feet;
THENCE North 11°57'57" West, a distance of 368.36 feet, to the north line of the northwest quarter of said Section 25;
THENCE along said north line, South 89°37'21" East, a distance of 207.28 feet, to the north quarter corner of said Section 25;
THENCE leaving said north line, along the north line of said northeast quarter, South 89°37'29" East, a distance of 776.11 feet, to a point of intersection with a non-tangent curve;
THENCE leaving said north line, easterly along said non-tangent curve to the right, having a radius of 1578.53 feet, concave southerly, whose radius bears South 11°42'46" East, through a central angle of 00°14'43", a distance of 6.76 feet, to a point of intersection with a non-tangent line;
THENCE North 35°04'31" East, a distance of 43.16 feet;
THENCE North 81°04'25" East, a distance of 80.00 feet;
THENCE South 52°55'42" East, a distance of 43.16 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said non-tangent curve to the right, having a radius of 1578.53 feet, concave southerly, whose radius bears South 06°23'08" East, through a central angle of 06°45'38", a distance of 186.26 feet, to the north line of the south 35.00 feet of said Section 24, and the curve's end;
THENCE along said north line, South 89°37'29" East, a distance of 508.42 feet;
THENCE leaving said north line, North 45°22'31" East, a distance of 28.28 feet;
THENCE South 89°37'29" East, a distance of 80.00 feet;
THENCE South 44°37'29" East, a distance of 28.28 feet, to said north line of the south 35.00 feet of said Section 24;
THENCE along said north line, South 89°37'29" East, a distance of 143.70 feet;
THENCE leaving said north line, North 89°13'46" East, a distance of 350.10 feet, to the north line of the south 42.00 feet of said Section 24;
THENCE along said north line, South 89°37'29" East, a distance of 127.43 feet;
THENCE leaving said north line, North 38°33'31" East, a distance of 303.27 feet, to the west line of the east 65.00 feet of said Section 24;
THENCE along said west line, North 00°13'52" West, a distance of 28.93 feet;
THENCE leaving said west line, North 05°11'02" East, a distance of 158.95 feet, to the west line of the east 50.00 feet of said Section 24;
THENCE along said west line, North 00°13'52" West, a distance of 586.20 feet;
THENCE leaving said west line, North 89°46'08" East, a distance of 50.00 feet, to the east line of the south half of the northeast quarter of said Section 24;

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THENCE along said east line, South 00°13'52" East, a distance of 1054.46 feet, to the southeast corner of said Section 24, also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said northeast quarter, South 00°05'10" West, a distance of 1310.39 feet, to the **POINT OF BEGINNING**.

Containing 5,705,682 square feet or 130.9844 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of 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 Alamar Phase 1 MID L11R05 12-04-18.docx



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NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.

**MAINTENANCE IMPROVEMENT DISTRICT
ASSESSMENT DIAGRAM OF
ALAMAR - PHASE 1**

SOUTH QUARTER CORNER OF SECTION 24, NORTH QUARTER CORNER OF SECTION 25, T.1N., R.1W.

SOUTHWEST CORNER OF SECTION 24, NORTHWEST CORNER OF SECTION 25, T.1N., R.1W.

SOUTHEAST CORNER OF SECTION 24, NORTHEAST CORNER OF SECTION 25, T.1N., R.1W.

LOTS 1 THROUGH 461

WEST QUARTER CORNER SECTION 25, T.1N., R.1W.

EAST QUARTER CORNER SECTION 25, T.1N., R.1W. 3" M.C.D.O.T. B.C.H.H. STAMPED T1N R1W S25 S30 RLS 33310 POINT OF COMMENCEMENT



Horz. 1 in. = 750 ft.

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SOUTHEAST CORNER OF SECTION 25, T.1N., R.1W. 3" M.C.D.O.T. B.C.H.H.

S0°05'19"W 2622.45' (BASIS OF BEARING)

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LINE AND CURVE TABLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°35'50"W	1,305.99'
L2	S00°05'32"W	1,209.76'
L3	N89°34'11"W	1,191.50'
L4	N00°00'00"W	209.07'
L5	N19°09'56"W	151.76'
L6	S70°50'04"W	80.00'
L7	N65°09'56"W	27.79'
L8	N19°09'56"W	60.04'
L9	N24°50'04"E	28.77'
L10	N19°09'56"W	243.50'
L11	N23°09'56"W	151.63'
L12	N67°39'56"W	28.53'
L13	N23°09'56"W	60.01'
L14	N22°20'04"E	28.04'
L15	N23°09'56"W	728.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	N68°09'56"W	28.28'
L17	N23°09'56"W	100.00'
L18	N66°50'04"E	560.80'
L19	N11°57'57"W	368.36'
L20	S89°37'21"E	207.28'
L21	S89°37'29"E	776.11'
L22	N35°04'31"E	43.16'
L23	N81°04'25"E	80.00'
L24	S52°55'42"E	43.16'
L25	S89°37'29"E	508.42'
L26	N45°22'31"E	28.28'
L27	S89°37'29"E	80.00'
L28	S44°37'29"E	28.28'
L29	S89°37'29"E	143.70'
L30	N89°13'46"E	350.10'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	S89°37'29"E	127.43'
L32	N38°33'31"E	303.27'
L33	N00°13'52"W	28.93'
L34	N05°11'02"E	158.95'
L35	N00°13'52"W	586.20'
L36	N89°46'08"E	50.00'
L37	S00°13'52"E	1,054.46'
L38	S00°05'10"W	1,310.39'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	19°09'56"	600.00'	200.70'
C2	4°00'00"	1360.00'	94.95'
C3	0°14'43"	1578.53'	6.76'
C4	6°45'38"	1578.53'	186.26'

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	5,260	0.1208
LOT 2	5,326	0.1223
LOT 3	5,451	0.1251
LOT 4	5,397	0.1239
LOT 5	5,648	0.1297
LOT 6	5,347	0.1228
LOT 7	5,175	0.1188
LOT 8	5,175	0.1188
LOT 9	5,175	0.1188
LOT 10	5,175	0.1188
LOT 11	5,355	0.1229
LOT 12	5,355	0.1229

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 13	5,355	0.1229
LOT 14	5,350	0.1228
LOT 15	7,732	0.1775
LOT 16	8,322	0.1911
LOT 17	7,319	0.1680
LOT 18	5,573	0.1279
LOT 19	5,400	0.1240
LOT 20	5,400	0.1240
LOT 21	5,125	0.1177
LOT 22	5,175	0.1188
LOT 23	5,175	0.1188
LOT 24	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 25	5,175	0.1188
LOT 26	5,175	0.1188
LOT 27	5,175	0.1188
LOT 28	5,175	0.1188
LOT 29	5,193	0.1192
LOT 30	5,323	0.1222
LOT 31	5,587	0.1282
LOT 32	5,834	0.1339
LOT 33	5,933	0.1362
LOT 34	5,874	0.1348
LOT 35	5,175	0.1188
LOT 36	5,175	0.1188

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 37	5,175	0.1188
LOT 38	5,175	0.1188
LOT 39	5,175	0.1188
LOT 40	5,175	0.1188
LOT 41	5,175	0.1188
LOT 42	5,175	0.1188
LOT 43	5,175	0.1188
LOT 44	5,125	0.1177
LOT 45	5,157	0.1184
LOT 46	5,175	0.1188
LOT 47	5,175	0.1188
LOT 48	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 49	5,175	0.1188
LOT 50	5,175	0.1188
LOT 51	5,175	0.1188
LOT 52	5,175	0.1188
LOT 53	5,175	0.1188
LOT 54	5,175	0.1188
LOT 55	5,175	0.1188
LOT 56	5,175	0.1188
LOT 57	5,175	0.1188
LOT 58	5,125	0.1177
LOT 59	5,125	0.1177
LOT 60	5,175	0.1188

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 61	5,175	0.1188
LOT 62	5,175	0.1188
LOT 63	5,175	0.1188
LOT 64	5,175	0.1188
LOT 65	5,175	0.1188
LOT 66	5,175	0.1188
LOT 67	5,175	0.1188
LOT 68	5,175	0.1188
LOT 69	5,175	0.1188
LOT 70	5,175	0.1188
LOT 71	5,175	0.1188
LOT 72	5,157	0.1184

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 73	7,182	0.1649
LOT 74	7,200	0.1653
LOT 75	6,000	0.1377
LOT 76	6,000	0.1377
LOT 77	6,000	0.1377
LOT 78	6,000	0.1377
LOT 79	6,000	0.1377
LOT 80	6,000	0.1377
LOT 81	6,000	0.1377
LOT 82	6,000	0.1377
LOT 83	6,000	0.1377
LOT 84	7,150	0.1641

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 85	6,500	0.1492
LOT 86	6,500	0.1492
LOT 87	6,500	0.1492
LOT 88	6,250	0.1435
LOT 89	6,250	0.1435
LOT 90	6,250	0.1435
LOT 91	6,250	0.1435
LOT 92	6,500	0.1492
LOT 93	6,500	0.1492
LOT 94	6,500	0.1492
LOT 95	6,520	0.1497
LOT 96	5,950	0.1366

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 97	6,000	0.1377
LOT 98	6,000	0.1377
LOT 99	6,000	0.1377
LOT 100	6,000	0.1377
LOT 101	6,000	0.1377
LOT 102	6,000	0.1377
LOT 103	6,000	0.1377
LOT 104	6,000	0.1377
LOT 105	6,000	0.1377
LOT 106	6,000	0.1377
LOT 107	6,000	0.1377
LOT 108	6,000	0.1377

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 109	6,000	0.1377
LOT 110	6,000	0.1377
LOT 111	6,000	0.1377
LOT 112	5,950	0.1366
LOT 113	5,950	0.1366
LOT 114	6,000	0.1377
LOT 115	6,000	0.1377
LOT 116	6,000	0.1377
LOT 117	6,000	0.1377
LOT 118	6,000	0.1377
LOT 119	6,000	0.1377
LOT 120	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 121	6,000	0.1377
LOT 122	6,000	0.1377
LOT 123	6,000	0.1377
LOT 124	6,000	0.1377
LOT 125	6,000	0.1377
LOT 126	6,000	0.1377
LOT 127	6,000	0.1377
LOT 128	6,000	0.1377
LOT 129	5,950	0.1366
LOT 130	6,111	0.1403
LOT 131	6,110	0.1403
LOT 132	6,109	0.1402

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 133	6,108	0.1402
LOT 134	6,106	0.1402
LOT 135	6,105	0.1402
LOT 136	6,104	0.1401
LOT 137	6,103	0.1401
LOT 138	6,102	0.1401
LOT 139	6,100	0.1400
LOT 140	6,099	0.1400
LOT 141	6,098	0.1400
LOT 142	6,097	0.1400
LOT 143	6,095	0.1399
LOT 144	6,094	0.1399

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 145	6,092	0.1399
LOT 146	6,091	0.1398
LOT 147	6,090	0.1398
LOT 148	6,088	0.1398
LOT 149	6,087	0.1397
LOT 150	6,085	0.1397
LOT 151	6,615	0.1519
LOT 152	7,178	0.1648
LOT 153	5,950	0.1366
LOT 154	6,000	0.1377
LOT 155	6,000	0.1377
LOT 156	6,299	0.1446

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 157	6,726	0.1544
LOT 158	6,719	0.1543
LOT 159	6,862	0.1575
LOT 160	6,322	0.1451
LOT 161	6,250	0.1435
LOT 162	6,250	0.1435
LOT 163	6,000	0.1377
LOT 164	6,000	0.1377
LOT 165	6,000	0.1377
LOT 166	6,000	0.1377
LOT 167	6,000	0.1377
LOT 168	5,188	0.1191



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 169	5,369	0.1233
LOT 170	5,374	0.1234
LOT 171	5,374	0.1234
LOT 172	5,374	0.1234
LOT 173	5,374	0.1234
LOT 174	5,374	0.1234
LOT 175	5,374	0.1234
LOT 176	5,394	0.1238
LOT 177	5,387	0.1237
LOT 178	5,175	0.1188
LOT 179	5,175	0.1188
LOT 180	5,175	0.1188

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 181	5,175	0.1188
LOT 182	5,175	0.1188
LOT 183	5,308	0.1219
LOT 184	5,315	0.1220
LOT 185	5,520	0.1267
LOT 186	7,485	0.1718
LOT 187	5,664	0.1300
LOT 188	5,664	0.1300
LOT 189	5,664	0.1300
LOT 190	5,664	0.1300
LOT 191	6,020	0.1382
LOT 192	5,675	0.1303

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 193	5,667	0.1301
LOT 194	5,659	0.1299
LOT 195	5,623	0.1291
LOT 196	5,599	0.1285
LOT 197	5,358	0.1230
LOT 198	5,269	0.1210
LOT 199	5,283	0.1213
LOT 200	5,577	0.1280
LOT 201	5,578	0.1281
LOT 202	5,615	0.1289
LOT 203	5,617	0.1290
LOT 204	5,674	0.1303



LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 205	5,905	0.1356
LOT 206	6,663	0.1530
LOT 207	6,302	0.1447
LOT 208	6,252	0.1435
LOT 209	6,241	0.1433
LOT 210	5,805	0.1333
LOT 211	6,184	0.1420
LOT 212	6,369	0.1462
LOT 213	6,446	0.1480
LOT 214	6,742	0.1548
LOT 215	5,606	0.1287
LOT 216	5,664	0.1300

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 217	5,664	0.1300
LOT 218	5,606	0.1287
LOT 219	5,625	0.1291
LOT 220	5,625	0.1291
LOT 221	5,625	0.1291
LOT 222	5,625	0.1291
LOT 223	5,625	0.1291
LOT 224	5,625	0.1291
LOT 225	5,625	0.1291
LOT 226	5,625	0.1291
LOT 227	5,625	0.1291
LOT 228	5,402	0.1240

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 229	5,416	0.1243
LOT 230	7,317	0.1680
LOT 231	5,154	0.1183
LOT 232	5,532	0.1270
LOT 233	5,860	0.1345
LOT 234	5,860	0.1345
LOT 235	5,757	0.1322
LOT 236	5,175	0.1188
LOT 237	5,175	0.1188
LOT 238	5,220	0.1198
LOT 239	5,588	0.1283
LOT 240	5,855	0.1344



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 241	5,918	0.1359
LOT 242	5,749	0.1320
LOT 243	5,231	0.1201
LOT 244	5,451	0.1251
LOT 245	5,400	0.1240
LOT 246	5,625	0.1291
LOT 247	5,625	0.1291
LOT 248	5,625	0.1291
LOT 249	6,784	0.1557
LOT 250	6,902	0.1585
LOT 251	5,625	0.1291
LOT 252	5,613	0.1288

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
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	6,000	0.1377
LOT 264	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 265	6,048	0.1388
LOT 266	6,000	0.1377
LOT 267	6,000	0.1377
LOT 268	6,048	0.1388
LOT 269	6,048	0.1388
LOT 270	6,000	0.1377
LOT 271	6,000	0.1377
LOT 272	6,048	0.1388
LOT 273	6,000	0.1377
LOT 274	6,000	0.1377
LOT 275	6,000	0.1377
LOT 276	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 277	6,000	0.1377
LOT 278	6,000	0.1377
LOT 279	6,000	0.1377
LOT 280	6,000	0.1377
LOT 281	6,000	0.1377
LOT 282	6,000	0.1377
LOT 283	6,000	0.1377
LOT 284	6,000	0.1377
LOT 285	6,000	0.1377
LOT 286	6,000	0.1377
LOT 287	6,000	0.1377
LOT 288	6,000	0.1377

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 289	6,488	0.1489
LOT 290	6,500	0.1492
LOT 291	6,500	0.1492
LOT 292	6,250	0.1435
LOT 293	6,250	0.1435
LOT 294	6,250	0.1435
LOT 295	6,500	0.1492
LOT 296	6,500	0.1492
LOT 297	6,500	0.1492
LOT 298	6,487	0.1489
LOT 299	5,950	0.1366
LOT 300	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 301	6,000	0.1377
LOT 302	6,000	0.1377
LOT 303	6,000	0.1377
LOT 304	6,000	0.1377
LOT 305	6,000	0.1377
LOT 306	6,000	0.1377
LOT 307	6,000	0.1377
LOT 308	6,000	0.1377
LOT 309	6,000	0.1377
LOT 310	6,000	0.1377
LOT 311	6,000	0.1377
LOT 312	6,000	0.1377

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 313	9,100	0.2089
LOT 314	9,100	0.2089
LOT 315	9,100	0.2089
LOT 316	9,100	0.2089
LOT 317	9,100	0.2089
LOT 318	9,100	0.2089
LOT 319	9,100	0.2089
LOT 320	9,100	0.2089
LOT 321	9,100	0.2089
LOT 322	9,050	0.2078
LOT 323	9,100	0.2089
LOT 324	9,100	0.2089

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 325	9,100	0.2089
LOT 326	9,100	0.2089
LOT 327	9,100	0.2089
LOT 328	9,100	0.2089
LOT 329	9,100	0.2089
LOT 330	9,100	0.2089
LOT 331	9,100	0.2089
LOT 332	9,212	0.2115
LOT 333	9,212	0.2115
LOT 334	9,100	0.2089
LOT 335	9,100	0.2089
LOT 336	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 337	9,100	0.2089
LOT 338	9,100	0.2089
LOT 339	9,100	0.2089
LOT 340	9,100	0.2089
LOT 341	9,100	0.2089
LOT 342	9,100	0.2089
LOT 343	9,050	0.2078
LOT 344	9,100	0.2089
LOT 345	9,100	0.2089
LOT 346	10,137	0.2327
LOT 347	10,137	0.2327
LOT 348	9,100	0.2089

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 349	9,100	0.2089
LOT 350	9,100	0.2089
LOT 351	9,100	0.2089
LOT 352	9,050	0.2078
LOT 353	9,050	0.2078
LOT 354	9,100	0.2089
LOT 355	9,100	0.2089
LOT 356	9,100	0.2089
LOT 357	9,100	0.2089
LOT 358	9,100	0.2089
LOT 359	9,100	0.2089
LOT 360	9,050	0.2078

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 361	9,100	0.2089
LOT 362	9,100	0.2089
LOT 363	9,100	0.2089
LOT 364	9,100	0.2089
LOT 365	9,422	0.2163
LOT 366	9,999	0.2295
LOT 367	16,831	0.3864
LOT 368	9,267	0.2127
LOT 369	9,100	0.2089
LOT 370	9,100	0.2089
LOT 371	9,050	0.2078
LOT 372	9,050	0.2078

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 373	9,100	0.2089
LOT 374	9,100	0.2089
LOT 375	9,100	0.2089
LOT 376	9,100	0.2089
LOT 377	7,200	0.1653
LOT 378	7,200	0.1653
LOT 379	7,215	0.1656
LOT 380	7,497	0.1721
LOT 381	7,497	0.1721
LOT 382	7,497	0.1721
LOT 383	7,497	0.1721
LOT 384	7,497	0.1721

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 385	7,497	0.1721
LOT 386	8,048	0.1847
LOT 387	8,060	0.1850
LOT 388	8,128	0.1866
LOT 389	8,027	0.1843
LOT 390	7,764	0.1782
LOT 391	7,631	0.1752
LOT 392	7,631	0.1752
LOT 393	7,601	0.1745
LOT 394	7,237	0.1661
LOT 395	7,200	0.1653
LOT 396	7,200	0.1653

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EXHIBIT "A"

ALAMAR - PHASE 1

MID

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 397	7,200	0.1653
LOT 398	7,200	0.1653
LOT 399	7,150	0.1641
LOT 400	7,210	0.1655
LOT 401	7,260	0.1667
LOT 402	7,260	0.1667
LOT 403	7,260	0.1667
LOT 404	7,260	0.1667
LOT 405	7,759	0.1781
LOT 406	8,019	0.1841
LOT 407	8,220	0.1887
LOT 408	8,496	0.1950

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 409	8,302	0.1906
LOT 410	7,953	0.1826
LOT 411	8,060	0.1850
LOT 412	8,048	0.1847
LOT 413	7,949	0.1825
LOT 414	7,853	0.1803
LOT 415	7,800	0.1791
LOT 416	8,215	0.1886
LOT 417	8,157	0.1873
LOT 418	8,013	0.1840
LOT 419	7,729	0.1774
LOT 420	7,200	0.1653

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 421	7,200	0.1653
LOT 422	7,200	0.1653
LOT 423	7,200	0.1653
LOT 424	7,150	0.1641
LOT 425	7,210	0.1655
LOT 426	7,260	0.1667
LOT 427	7,260	0.1667
LOT 428	7,260	0.1667
LOT 429	7,767	0.1783
LOT 430	8,313	0.1908
LOT 431	8,803	0.2021
LOT 432	8,211	0.1885

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 433	7,800	0.1791
LOT 434	7,853	0.1803
LOT 435	7,949	0.1825
LOT 436	7,723	0.1773
LOT 437	7,680	0.1763
LOT 438	7,680	0.1763
LOT 439	9,050	0.2078
LOT 440	8,511	0.1954
LOT 441	7,373	0.1693
LOT 442	7,373	0.1693
LOT 443	7,373	0.1693
LOT 444	7,323	0.1681

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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 445	8,350	0.1917
LOT 446	8,400	0.1928
LOT 447	8,400	0.1928
LOT 448	7,200	0.1653
LOT 449	7,200	0.1653
LOT 450	7,200	0.1653
LOT 451	7,200	0.1653
LOT 452	7,200	0.1653
LOT 453	7,200	0.1653
LOT 454	7,200	0.1653
LOT 455	7,200	0.1653
LOT 456	7,200	0.1653



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 457	7,200	0.1653
LOT 458	7,200	0.1653
LOT 459	7,200	0.1653
LOT 460	7,200	0.1653
LOT 461	7,200	0.1653

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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	559,924	12.8541
TRACT AA	2,050	0.0471
TRACT B	2,000	0.0459
TRACT BB	2,110	0.0484
TRACT C	2,956	0.0679
TRACT CC	3,525	0.0809
TRACT D	16,520	0.3792
TRACT DD	3,525	0.0809
TRACT E	2,928	0.0672
TRACT EE	4,800	0.1102
TRACT F	2,050	0.0471
TRACT FF	56,425	1.2953

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT G	2,100	0.0482
TRACT GG	2,300	0.0528
TRACT H	16,563	0.3802
TRACT HH	2,300	0.0528
TRACT I	2,100	0.0482
TRACT II	3,525	0.0809
TRACT J	2,089	0.0480
TRACT JJ	2,110	0.0484
TRACT K	1,613	0.0370
TRACT KK	20,274	0.4654
TRACT L	1,613	0.0370
TRACT LL	88,916	2.0412



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT M	2,111	0.0485
TRACT MM	164,908	3.7858
TRACT N	2,088	0.0479
TRACT NN	21,847	0.5015
TRACT O	1,613	0.0370
TRACT OO	1,580	0.0363
TRACT P	1,612	0.0370
TRACT PP	1,580	0.0363
TRACT Q	2,116	0.0486
TRACT R	2,030	0.0466
TRACT S	9,635	0.2212
TRACT SS	1,269	0.0291

TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT T	19,958	0.4582
TRACT TT	1,239	0.0284
TRACT U	17,120	0.3930
TRACT UU	1,299	0.0298
TRACT V	2,200	0.0505
TRACT VW	1,502	0.0345
TRACT W	2,200	0.0505
TRACT X	2,200	0.0505
TRACT Y	33,954	0.7795
TRACT Z	2,100	0.0482



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CITY COUNCIL AGENDA

SUBJECT:

Resolution 3510-119 - Supporting Trellis HOME
CHDO Application

MEETING DATE:

1/14/2019

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director, (623) 333.2711

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

PURPOSE:

Staff requests approval of a resolution to support a HOME CHDO grant application submitted by Trellis to Maricopa County, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale has been a member of the Maricopa HOME Consortium since May, 2005 when the City Council adopted Resolution 2485-05 which allowed the City to enter into an Intergovernmental Agreement with Maricopa County and other municipalities in the Valley. Membership in the Consortium entitles the City to a portion of the Consortium's annual allocation of HOME funds from the US Department of Housing and Urban Development (HUD).

Each year, prior to distribution of these funds to Consortium Members, HUD regulations require that the Consortium set aside at least 15% of total allocated HOME funds for use by Community Housing Development Organizations (CHDOs). CHDOS are specially-designated non-profit organizations recognized within the HOME Program that provide affordable housing as part of their core mission and adhere to a certain Board structure, among other requirements.

Reallocation of these set aside funds to CHDOs is a competitive process led by Maricopa County (as the Consortium's lead agency). The County issues an RFP in the Fall of each year to solicit affordable housing proposals from qualified non-profits. The Consortium Members review these applications and make funding recommendations in late Winter for inclusion in the following year's Annual Action Plan.

DISCUSSION:

For the upcoming FY 2019-2020, the Consortium will set aside approximately \$650,000 in HOME funds for eligible CHDOs, and issued an RFP to distribute these funds on October 17th with a deadline for responses on December 6th. Staff were aware of the upcoming CHDO funding cycle, and suggested that Trellis submit an application. Trellis is a Phoenix non-profit that develops affordable housing, and currently partners with the City to operate the Avondale First-

Time Homebuyer Program using a portion of the City's annual share of HOME Consortium funding. With this funding, there is potential to further the joint goals of providing affordable housing to low and moderate income first-time homebuyers with the construction of three homes in the City's Las Ligas Revitalization Area.

To this end, Trellis submitted an application for \$350,000 in HOME CHDO funds to develop single-family homes on three vacant lots at the northwest corner of Elwood Street and El Mirage Road. This figure represents the total gap in funding required to complete the development. Trellis currently has title to the properties, minor land divisions are in place, and rezoning is complete.

In order for Trellis to be eligible for funding, the City must do the following, as required by HUD regulations and the Maricopa HOME Consortium IGA:

- Agree to act as CHDO Contract Administrator, which obligates the City to complete the project Environmental Review, review and approve CHDO reimbursement requests, monitor the CHDO's progress, monitor the CHDO for overall compliance with the CHDO contract and HUD regulations, provide reports to the County, among others as stipulated in the HOME Consortium IGA
- Certify that the activities proposed in Trellis's application are consistent with the goals of the City's HUD Consolidated Plan. The proposed project will construct three affordable single-family homes, which is consistent with the Consolidated Plan's #1 goal to, preserve existing housing and create new affordable housing opportunities.
- Consent to act as Beneficiary of any Deed of Trust or other lien instrument associated with HOME loan assistance provided through the project

Staff have reviewed these requirements, and have determined that they are consistent with HOME regulations, the City's HOME Consortium obligations, and will bring additional funding to increase the amount of high-quality affordable housing units in one of the City's Revitalization Areas.

BUDGET IMPACT:

There is no budgetary impact to the City associated with this request. All grant funds will be reimburseable directly to Trellis from Maricopa County based on the City's review and approval of documented expenses. Further, the 25% required HOME match will be provided by Trellis.

RECOMMENDATION:

Staff recommends approval of the Resolution supporting Trellis's HOME CHDO application, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3510-119 - Trellis HOME Funds Grant Application Support](#)

RESOLUTION 3510-119

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SUPPORTING THE SUBMISSION OF AN APPLICATION FOR FEDERAL HOME FUNDS BY TRELLIS, A NON-PROFIT COMMUNITY HOUSING DEVELOPMENT ORGANIZATION; CERTIFYING COMPLIANCE WITH THE HOUSING AND URBAN DEVELOPMENT CONSOLIDATED PLAN; AND AUTHORIZING THE CITY TO SERVE AS THE ADMINISTRATOR OF THE FUNDED ACTIVITY.

WHEREAS, Trellis is an Arizona non-profit Community Housing Development Organization which has a history of community service in the City of Avondale (the “City”); and

WHEREAS, Trellis provides affordable housing for low and moderate income households; and

WHEREAS, Trellis has submitted an application to the Maricopa County HOME Consortium for federal HOME Investment Partnership Program (HOME) funding (the “Application”); and

WHEREAS, if funded, Trellis will provide affordable housing for low and moderate income households located within the jurisdictional boundaries of the City of Avondale, and the City will serve as the administrator of the contract between Trellis and the Maricopa County HOME Consortium; and

WHEREAS, the activity identified in the Application meets the priorities identified in the City’s Housing and Urban Development Consolidated Plan (the “Consolidated Plan”).

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

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

SECTION 2. The Council of the City of Avondale (the “City Council”) hereby supports the submission of the Application to the Maricopa County HOME Consortium for federal funding.

SECTION 3. The City Council hereby finds and determines that the intended use of the federal funds is in conformance with the City’s Consolidated Plan.

SECTION 4. The City Council hereby authorizes the City to serve as the administrator of the contract between Trellis and Maricopa County and to accept assignment of beneficial interests under the loan agreement, deed of trust, promissory note and restrictive covenants between Maricopa County and Trellis, if the activity is funded.

SECTION 5. The Mayor, the City Manager or authorized designee, 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 cause the execution and submission of all documents and any other necessary or desirable instruments in connection with the Application and the activity and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, January 14, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Final Plat of Alamar, Phase 1 Subdivision
(Application PL-18-0207)

MEETING DATE:

1/14/2019

TO:

Mayor and Council

FROM:

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

THROUGH:

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

REQUEST:

City Council will consider a request by Mr. Frank Koo with Wood Patel & Associates, Inc. for approval of a Final Plat for Phase 1 of the Alamar development. Consistent with the Preliminary Plat approved by City Council on September 17, 2018, the proposed Final Plat will create 461 single-family lots, 42 common area tracts, and dedicate all streets and easements for the initial phase of the community located at the southwest corner of Avondale Boulevard and Broadway Road. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for Alamar as a separate agenda item. The Council will take appropriate action.

PARCEL SIZE:

138.57 Acres

LOCATION:

Southwest corner of Avondale Boulevard and Broadway Road (Exhibits A, B, and C).

APPLICANT:

Mr. Frank Koo with Wood, Patel & Associates, Inc (602) 335-8500

OWNER:

Brookfield Residential, LLC (602) 903-7509

BACKGROUND:

The Alamar Property site is approximately 1,124 acres and is bordered by Avondale Boulevard on the east, Dysart Road on the west, Illini Street alignment on the north (approximately $\frac{3}{4}$ -mile south of Lower Buckeye Road), and Sunland Avenue alignment to the south ($\frac{1}{4}$ mile north of Southern Avenue). On May 21, 2018, Council approved the annexation and concurrently rezoned the 1,124-acre site to Alamar Property Planned Area Development. Additionally, Council also approved a Pre-Annexation Development Agreement (PADA) with Brookfield Residential which details Brookfield's responsibilities for the Alamar development and reimbursement to the City for their proportionate share of the Rigby Water Company. Lastly, Council approved the formation of a Community Facilities District (CFD) for the financing of Alamar Property's necessary infrastructure.

The subject request is for the Phase I Final Plat submitted by Brookfield Residential. The current Phase I Final Plat subdivides 138.57 acres of land located at the southwest corner of Avondale Boulevard and Broadway Road.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat (Exhibit D) for Phase I of the Alamar Property Planned Area Development. The plat subdivides the 138.57-acre site into 461 single-family residential lots, 42 common area tracts, and dedicate all streets and easements for the initial phase. The Phase I Final Plat creates four lot sizes; 45' x 115' (157 lots), 50' x 120' (155 Lots), 60' x 120' (85 Lots), and 70' x 130' (64 Lots). The open space tracts total 32.94 acres and include four formative parks and one neighborhood park site. The plat also includes landscaping, open space details, recreational amenities, pedestrian paths, multi-use trails, perimeter walls, and entry signage. The plat dedicates to the City of Avondale required rights-of-way, easements, and tracts.

PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

Planning Commission action is not required for Final Plat applications.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's 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 is in conformance with the approved Alamar Pre-annexation Development Agreement, the City of Avondale Zoning Ordinance, Subdivision Regulations and the Alamar Planned Area Development (PAD) and meets all stipulations of these prior approvals.

The proposed Final Plat conforms to the approved Preliminary Plat for Alamar Phase I, dedicating rights-of-way and easements as necessary to serve the development. All stipulations of Preliminary Plat approval that pertain to the Phase 1 portion of the Alamar site have been satisfied.

Final Civil and Final Landscape Plans for this project have been approved. The approved plans are consistent with the preliminary plans approved with the Preliminary Plat.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Create and support diverse recreation and education opportunities

STRATEGIC GOAL: Provide multi-generational recreation events and programs

FINDINGS:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Final Plat is in conformance with the Alamar Pre-annexation Development Agreement and the Alamar Development Plan, including any conditions of approval.
3. The proposed Final Plat is in conformance with the approved Alamar Preliminary Plat, including any conditions of approval.
4. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-18-0207 with two (2) recommended conditions of approval, as follows:

1. The recorded plat shall be in conformance with the Alamar Phase 1 Final Plat dated December 20, 2018

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-18-0207, a request for approval of a Final Plat for Alamar Phase 1, subject to the recommended condition of approval.

ATTACHMENTS:

Description

[Attachments Document PL-18-0207](#)

PROJECT MANAGER

Rick Williams, Senior Planner



PL-18-0207 Alamar Phase I Final Plat

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

Exhibit A – Aerial Vicinity Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=11908>

Exhibit B – General Plan Land Use Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=11910>

Exhibit C – Aerial Zoning Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=11912>

Exhibit D – Alamar Phase I Pre Plat – Approved

<https://www.avondaleaz.gov/Home/ShowDocument?id=11914>

Exhibit E – Alamar Phase I Final Plat

<https://www.avondaleaz.gov/Home/ShowDocument?id=11916>



CITY COUNCIL AGENDA

SUBJECT:

SELECTION OF NEW VICE MAYOR

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will accept nominations and designate one of its members as Vice Mayor for a two-year term. The Council will take appropriate action.

BACKGROUND:

Pursuant to Article II, Section 9 of the Avondale City Charter, the City Council shall designate one of its members as Vice Mayor, who shall serve in such capacity for a two-year term at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his/her absence or disability.

At the September 18, 2017 City Council meeting, Councilmember Bryan Kilgore was elected Vice Mayor for the remainder of 2017 and 2018 finish Vice Mayor Sandi Nielson's term.

RECOMMENDATION:

This is a request for City Council to discuss and take action to nominate and elect a Vice Mayor.



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - Proposed Land Use
Assumptions and Infrastructure Improvement
Plan

MEETING DATE:

1/14/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

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

PURPOSE:

The City Council will conduct a public hearing on the City's proposed land use assumptions (LUA) and infrastructure improvement plan (IIP) that will be used as the basis for the development impact fees assessed on new development.

BACKGROUND:

On October 15, 2018, City Council was presented with a status and timeline update on the City's project to develop land use assumptions, an infrastructure improvement plan and update development fees in order to comply with the mandates of A.R.S. §9-463.05.

On November 14, 2018, a notice of public hearing on the City's proposed land use assumptions (LUA) and infrastructure improvement plan (IIP) was posted on the City's website. Copies of the LUA and IIP documents were released and posted on the City's website for inspection by interested parties.

The notice of public hearing has been prominently posted on the City's main webpage and the documents have been available for review for the required sixty days. The City's Public Information Office also released notification of the public hearing on December 4, 2018.

DISCUSSION:

To date, no inquiries or concerns regarding the LUA have been received. One concern regarding the IIP has been received by staff regarding water and wastewater lines. Staff has addressed the concern and made the appropriate adjustments to the IIP.

Any input from this public hearing will be evaluated and considered for incorporation or amendment to the documents as released. Adoption of the land use assumptions (LUA) and infrastructure improvement plan (IIP) is the next step required before the City can adopt new or modified development fees. The finalized land use assumptions (LUA) and infrastructure improvement plan (IIP) will be presented for adoption on February 19, 2019.

Public hearing on the resulting development fees is scheduled for March 25, 2019. Adoption of the final development fees will be scheduled on May 6, 2019, which will not be effective for a minimum of seventy-five (75) days.

RECOMMENDATION:

Staff requests that Council hold a public hearing on the land use assumptions and infrastructure improvement plan.

ATTACHMENTS:**Description**

[Proposed Land Use Assumptions and Infrastructure Improvement Plan Documents](#)



PUBLIC HEARING – PROPOSED LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN

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

LAND USE ASSUMPTIONS DRAFT

<https://www.avondaleaz.gov/Home/ShowDocument?id=12082>

INFRASTRUCTURE IMPROVEMENTS PLAN AND DEVELOPMENT FEE REPORT

<https://www.avondaleaz.gov/Home/ShowDocument?id=12080>



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - Revised Harvard-Tobin (Verde Trails II) Annexation

MEETING DATE:

1/14/2019

TO: Mayor and Council

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

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

PURPOSE:

The City Council will consider a request regarding the proposed annexation of approximately 42 acres of land located east of the southeast corner of Avondale Boulevard and Broadway Road. The Council will take appropriate action.

BACKGROUND:

The subject property consists of seven (7) parcels which is associated with a rezoning request for a single-family residential subdivision. The 42-acre property, upon annexation and rezoning, is planned to be an extension of the Verde Trails project, a proposed master planned community which is adjacent to the site's eastern boundary.

Harvard Investments is in escrow with the Tobin Living Trust to acquire the property and the applicant is Carolyn Oberholtzer of Bergin, Frakes, Smalley, and Oberholtzer, PLLC. The property is currently within Maricopa County and zoned RU-43 (Rural-43). It is surrounded by land in Maricopa County to the north and west zoned RU-43 and land in the City of Avondale to the south and east zoned PAD (Planned Area Development). A rezoning to PAD for single-family residential use of the property is being processed and is scheduled to be heard by the Council on February 4th.

City Staff and City Council have also had preliminary discussions with the Harvard Investment Group pertaining to the Verde Trails project for a formation of a Community Facilities District (CFD) which has been filed separately with the City.

DISCUSSION:

At the November 19, 2018 Council meeting, Council approved the authorization to proceed with the proposed annexation. In accordance with the annexation process, Staff filed a blank petition and affidavit with Maricopa County on November 28, 2018. However, in order to meet annexation process timeframes, staff filed a withdrawal of the blank petition and affidavit and filed a revised blank petition and affidavit on December 19, 2018 in order to hold the public hearing on January 14, 2019. The applicant has filed a request to waive the 45-day waiting period in conjunction with the blank petition and affidavit withdrawal. Additionally, the applicant has revised the legal description and map to remove a portion of the north half of Broadway Road that is not contiguous to the property from this annexation request, as that portion of right-of-way is not

eligible for annexation as part of this request per state requirements.

Departments that provide City services are aware of the request and have not voiced any concerns with the expansion of City limits in this area.

Staff has subsequently taken all the steps necessary leading up to the public hearing scheduled for tonight's meeting:

- December 19, 2018: Filing of the blank petition with the Maricopa County Recorder
- December 26, 2018: Publication of the legal advertisement giving notice of the public hearing in the Southwest Valley Republic
- Staff expects the posting of three signs within the proposed annexation area giving notice of the public hearing to be completed on January 3, 2019.
- Notice will be mailed to the property owner advising them of the proposed annexation and give them notice of the public hearing no later than six (6) days prior to the hearing.

STRATEGIC PLAN

INITIATIVE: Foster sustainable community development

STRATEGIC GOAL: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

RECOMMENDATION:

The City Council should conduct a public hearing regarding the proposed annexation of approximately 42 acres of land located east of the southeast corner of Avondale Boulevard and Broadway Road.

ATTACHMENTS:

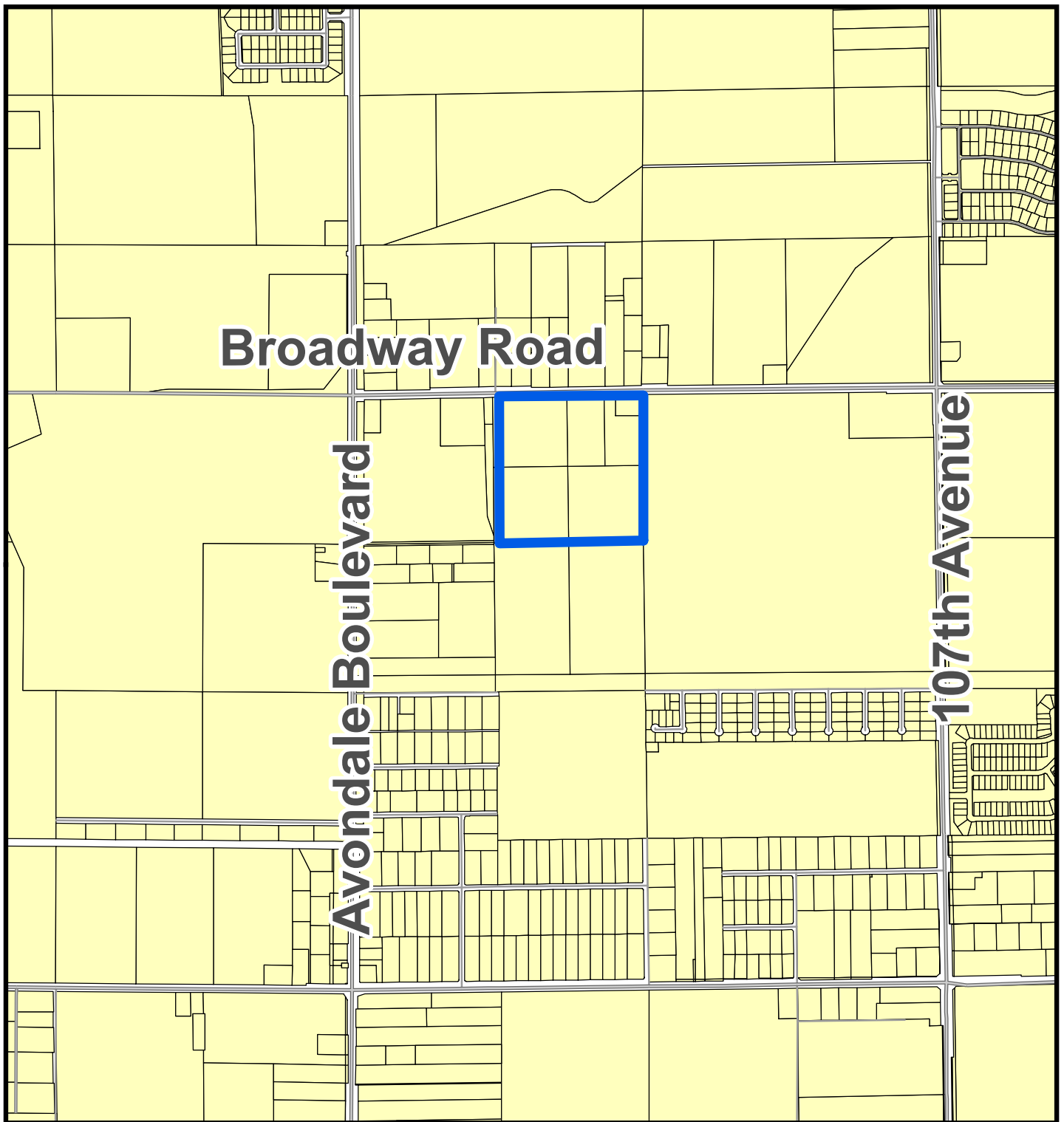
Description

[Vicinity Map](#)

[Revised Legal Description and Map Exhibit](#)

[Revised Recorded Blank Petition and Affidavit](#)

[Placeholder for Sign Posting](#)



Vicinity Map



 Subject Property



**VERDE TRAILS UNIT II - ANNEXATION
LEGAL DESCRIPTION**

PARCEL 1

A portion of land being situated within the Southwest Quarter of Section 19, together with a portion of land as described in the Corrected Warranty Deed, Document 2013-0510175, Maricopa County Records, being situated within the Northwest Quarter of Section 30, all lying within Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found brass cap in hand hole accepted as the Northwest Corner of said Section 30, from which a found brass cap in hand hole accepted as the West Quarter Corner thereof bears South 00°08'28" East, 2620.61 feet;

Thence along the north line of said Northwest Quarter, North 88°42'23" East, 1248.83 feet to the Northwest corner of the Northeast Quarter of said Northwest Quarter, being the Northwest corner of Parcel 101-42-005-D within Document 2013-0510175, (being the Southeast corner of General Land Office, Lot 4, as described in Document 2005-1264576 Maricopa County Records) also being the **POINT OF BEGINNING**;

Thence along the West line of the Southeast Quarter of the Southwest Quarter of said Section 19, as described in Docket 10723, page 0330, Maricopa County Records, North 00°46'52" East, 55.04 feet to the north line of the south 55.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 19;

Thence along said north line, North 88°42'23" East, 323.68 feet to the east line of the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 19, as described in Document 2015-0841368 Maricopa County Records;

Thence along said east line, South 00°35'04" West, 15.01 feet to the north line of the south 40.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 19;

Thence along said north line, North 88°42'23" East, 971.19 feet to the east line of the Southwest Quarter of said Section 19, as described in Document 2001-0479541, Maricopa County Records;

Thence along said east line, North 00°00'22" West, 15.00 feet to the north line of the south 55.00 feet of the Southeast Quarter of said Section 19;

Thence along said north line, North 89°12'39" East, 230.00 feet to the east line of the west 230.00 feet of the Southeast Quarter of said Section 19;

Thence along said east line, South 00°00'28" East, 55.01 feet to the south line of said Southeast Quarter, being the north line of the corporate limits of the City of Avondale according to Ordinance No. 1274-1107;

Thence along said south line of the Southeast Quarter and said north line of corporate limits, South 89°12'39" West, 230.00 feet to the North Quarter corner of said Section 30;

Thence along the east line of the Northwest Quarter of said Section 30, being the west line of Ordinance No. 1274-1107, South 00°56'08" East, 1324.60 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 30, known as Parcel 101-42-005-N within Document 2013-0510175;

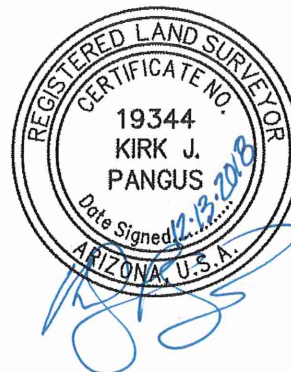
Thence along the South line of the Northeast Quarter of the Northwest Quarter of said Section 30 being the north line of said Ordinance No. 1274-1107, South 89°01'53" West, 1303.45 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter said Section 30, known as Parcel 101-42-005-P within Document 2013-0510175, being the Northwest corner of said Ordinance No. 1274-1107;

Thence along the west line of the Northeast Quarter of the Northwest Quarter of said Section 30, also being the west line of said Parcel 101-42-005P and Parcel 101-42-005D within said Document 2013-0510175, North 00°35'16" West, 1317.28 feet to the **POINT OF BEGINNING**.

The above described parcels contain a computed area of 1,785,770 sq. ft. (40.9956 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1377
Date October 2018

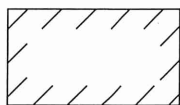


AVONDALE BOULEVARD

S00°08'28"E 2620.61'
(BASIS OF BEARING)



N88°42'23"E
1248.83'
NW CORNER SEC.
30, T1N, R1E
FOUND BRASS CAP
IN HAND HOLE
P.O.C.



PARCEL TO
BE ANNEXED

WEST 1/4 CORNER
SEC. 30, T1N, R1E
FOUND BRASS CAP
IN HAND HOLE

APN: 101-23-013A
DOC. 05-1264576 MCR

APN: 101-42-004E
DOC. 96-0763997
MCR

APN: 101-42-004F
DOC. 01-0783268 MCR

APN:
101-23-007C
DOC. 10723,
PAGE 0330
MCR

APN: 101-23-007D
DOC. 15-0841368 MCR

40' R/W BK. 15,
PG. 30 MCR

APN: 101-23-011B
DOC. 17-0598140
MCR

APN: 101-23-001
DOC. 08-0290187 MCR

N88°42'23"E
323.68'

N88°42'23"E
971.19'

55'

L2

BROADWAY ROAD

NW CORNER NE 1/4,
NW 1/4, SEC. 30
FOUND PK NAIL
W/TAG RLS 19344
P.O.B.

40' R/W
BK. 15,
PG. 30 MCR

APN: 101-42-005D
DOC. 13-0510175 MCR

APN: 101-42-005M
DOC. 13-0510175 MCR

PARCEL 1

N00°35'16"W 1317.28'

MATCH SHEET 4

MATCH SHEET 2

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SHEET 1 OF 4
LINE TABLE SHEET 3 OF 4



PROJ.NO.: 1377

DATE: OCT. 2018

SCALE: N.T.S.

DRAWN BY: JHVD

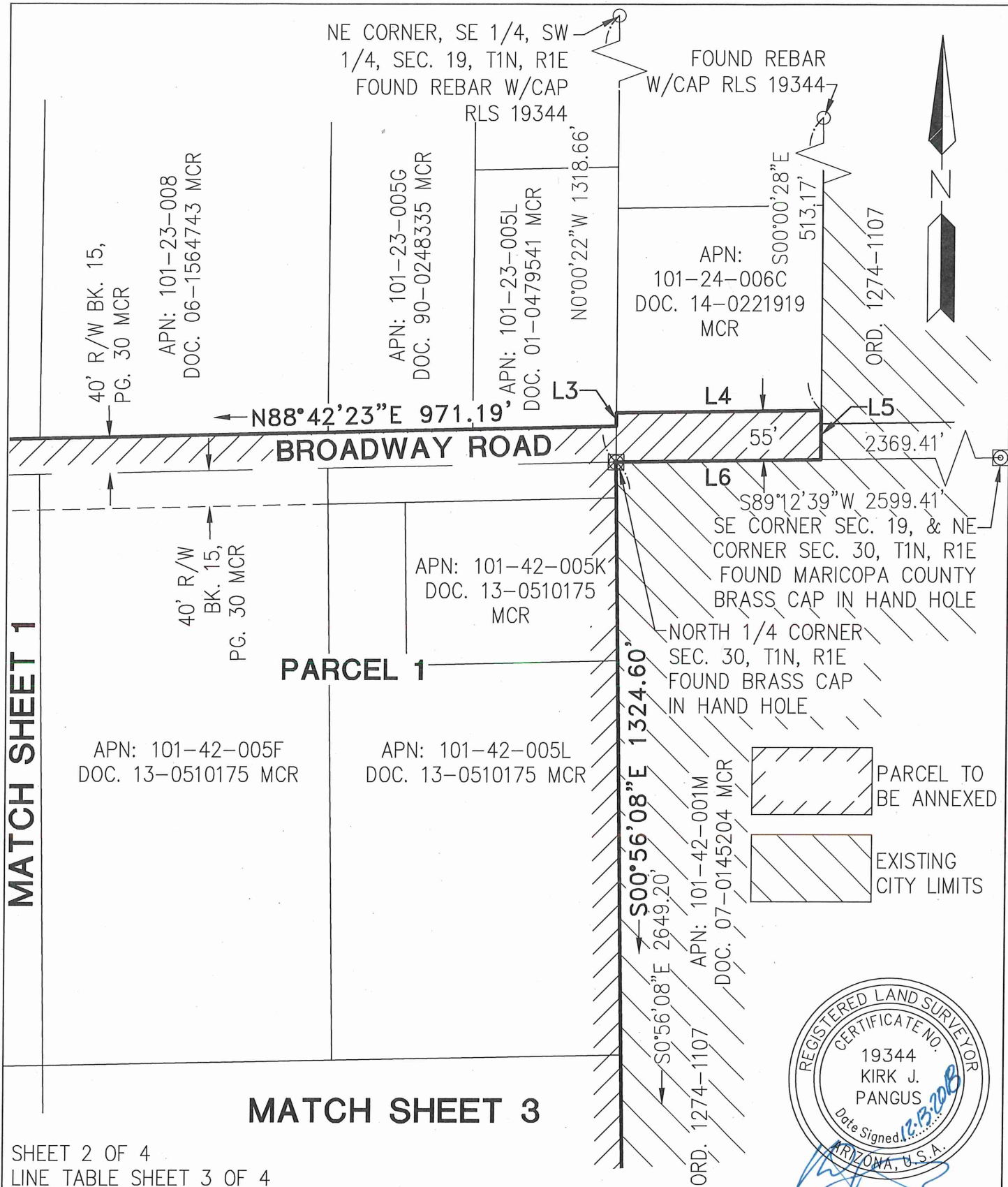
CHECKED BY: KJP

VERDE TRAILS UNIT II
ANNEXATION
MARICOPA COUNTY, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

MATCH SHEET 1



SHEET 2 OF 4
LINE TABLE SHEET 3 OF 4

PROJ.NO.:	1377
DATE:	OCT. 2018
SCALE:	N.T.S.
DRAWN BY:	JHVD
CHECKED BY:	KJP

VERDE TRAILS UNIT II ANNEXATION MARICOPA COUNTY, ARIZONA
EXHIBIT

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MATCH SHEET 2

MATCH SHEET 4

PARCEL 1

APN: 101-42-005N
DOC. 13-0510175 MCR

SE CORNER NE 1/4,
NW 1/4, SEC. 30
FOUND REBAR
W/CAP RLS 19344

S89°01'53"W 1303.45'

ORD. 1274-1107

APN: 101-42-006C
DOC. 07-0145207 MCR

S00°56'08"E 1324.60'

APN: 101-42-001M
DOC. 07-0145204 MCR

S0°56'08"E 2649.20'

ORD. 1274-1107

PARCEL TO
BE ANNEXED

EXISTING
CITY LIMITS



LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N00°46'52"E	55.04'
L2	S00°35'04"W	15.01'
L3	N00°00'22"W	15.00'
L4	N89°12'39"E	230.00'
L5	S00°00'28"E	55.01'
L6	S89°12'39"W	230.00'

CENTER OF SEC. 19,
T1N, R1E FOUND REBAR
W/CAP RLS 19344

SHEET 3 OF 4



PROJ.NO.: 1377

DATE: OCT. 2018

SCALE: N.T.S.

DRAWN BY: JHVD

CHECKED BY: KJP

VERDE TRAILS UNIT II
ANNEXATION
MARICOPA COUNTY, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

MATCH SHEET 1



APN: 101-42-004G
DOC. 18-0623265 MCR

APN: 101-42-004F
DOC. 01-0783268 MCR

N00°35'16"W 1317.28'

PARCEL 1

APN: 101-42-005P
DOC. 13-0510175 MCR

MATCH SHEET 3

APN: 101-42-005C
DOC. 07-0145207 MCR

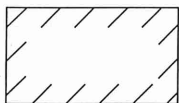
APN: 101-42-003F
DOC. 02-0287531 MCR

SW CORNER NE 1/4,
NW 1/4, SEC. 30
FOUND REBAR
W/CAP RLS 19344

S89°01'53"W 1303.45'

APN: 101-42-006D
DOC. 07-0145207 MCR

ORD. 1274-1107



PARCEL TO
BE ANNEXED



EXISTING
CITY LIMITS

SHEET 4 OF 4



PROJ.NO.:	1377
DATE:	OCT. 2018
SCALE:	N.T.S.
DRAWN BY:	JHVD
CHECKED BY:	KJP

VERDE TRAILS UNIT II
ANNEXATION
MARICOPA COUNTY, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

RBLKANNEHARVARTOBIN-10-1-1--
sarabiam

When recorded mail to:

Attn: Development and Engineering Services Department
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, AZ 85323

BLANK ANNEXATION PETITION AND AFFIDAVIT

REVISED HARVARD-TOBIN (VERDE TRAILS II) ANNEXATION

**CITY OF AVONDALE
ANNEXATION PETITION**

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF AVONDALE,
ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Avondale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Avondale, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked Exhibit "A" and made a part hereof, request the City of Avondale to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed, not already within the present limits of the City of Avondale and located in Maricopa County, Arizona, is as follows:

(SEE ATTACHED MAP AND LEGAL DESCRIPTION)

Parcel Number or Legal Description:	Name of Property Owner:	Phone #:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone #:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone #:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone #:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone #:
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Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone #:
Mailing Address:	Signature	Date

Parcel Number or Legal Description:	Name of Property Owner:	Phone #:
Mailing Address:	Signature	Date

**VERDE TRAILS UNIT II - ANNEXATION
LEGAL DESCRIPTION**

PARCEL 1

A portion of land being situated within the Southwest Quarter of Section 19, together with a portion of land as described in the Corrected Warranty Deed, Document 2013-0510175, Maricopa County Records, being situated within the Northwest Quarter of Section 30, all lying within Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found brass cap in hand hole accepted as the Northwest Corner of said Section 30, from which a found brass cap in hand hole accepted as the West Quarter Corner thereof bears South 00°08'28" East, 2620.61 feet;

Thence along the north line of said Northwest Quarter, North 88°42'23" East, 1248.83 feet to the Northwest corner of the Northeast Quarter of said Northwest Quarter, being the Northwest corner of Parcel 101-42-005-D within Document 2013-0510175, (being the Southeast corner of General Land Office, Lot 4, as described in Document 2005-1264576 Maricopa County Records) also being the **POINT OF BEGINNING**;

Thence along the West line of the Southeast Quarter of the Southwest Quarter of said Section 19, as described in Docket 10723, page 0330, Maricopa County Records, North 00°46'52" East, 55.04 feet to the north line of the south 55.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 19;

Thence along said north line, North 88°42'23" East, 323.68 feet to the east line of the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 19, as described in Document 2015-0841368 Maricopa County Records;

Thence along said east line, South 00°35'04" West, 15.01 feet to the north line of the south 40.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 19;

Thence along said north line, North 88°42'23" East, 971.19 feet to the east line of the Southwest Quarter of said Section 19, as described in Document 2001-0479541, Maricopa County Records;

Thence along said east line, North 00°00'22" West, 15.00 feet to the north line of the south 55.00 feet of the Southeast Quarter of said Section 19;

Thence along said north line, North 89°12'39" East, 230.00 feet to the east line of the west 230.00 feet of the Southeast Quarter of said Section 19;

Thence along said east line, South 00°00'28" East, 55.01 feet to the south line of said Southeast Quarter, being the north line of the corporate limits of the City of Avondale according to Ordinance No. 1274-1107;

Thence along said south line of the Southeast Quarter and said north line of corporate limits, South 89°12'39" West, 230.00 feet to the North Quarter corner of said Section 30;

Thence along the east line of the Northwest Quarter of said Section 30, being the west line of Ordinance No. 1274-1107, South 00°56'08" East, 1324.60 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 30, known as Parcel 101-42-005-N within Document 2013-0510175;

Thence along the South line of the Northeast Quarter of the Northwest Quarter of said Section 30 being the north line of said Ordinance No. 1274-1107, South 89°01'53" West, 1303.45 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter said Section 30, known as Parcel 101-42-005-P within Document 2013-0510175, being the Northwest corner of said Ordinance No. 1274-1107;

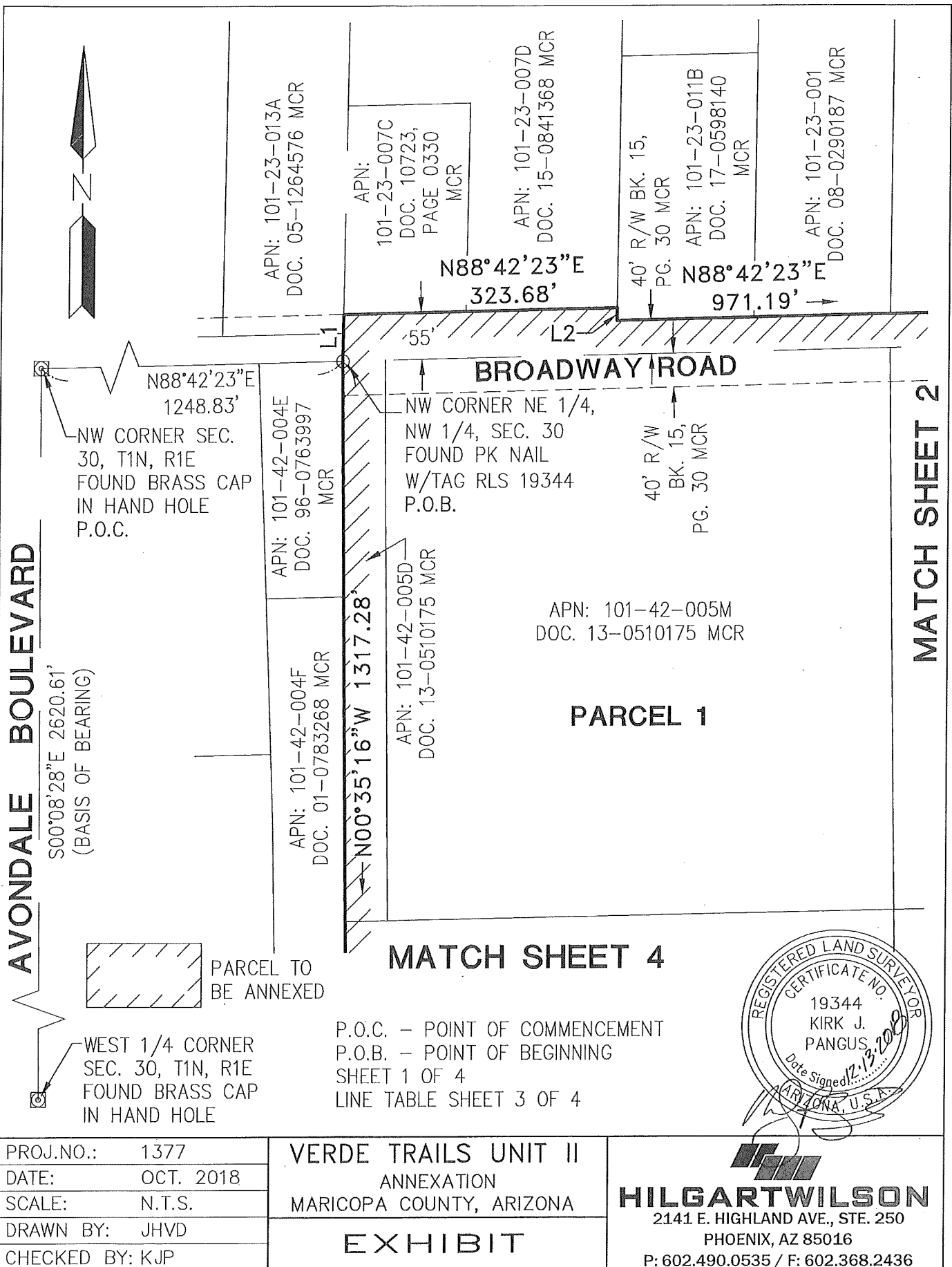
Thence along the west line of the Northeast Quarter of the Northwest Quarter of said Section 30, also being the west line of said Parcel 101-42-005P and Parcel 101-42-005D within said Document 2013-0510175, North 00°35'16" West, 1317.28 feet to the **POINT OF BEGINNING**.

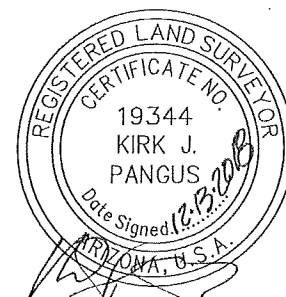
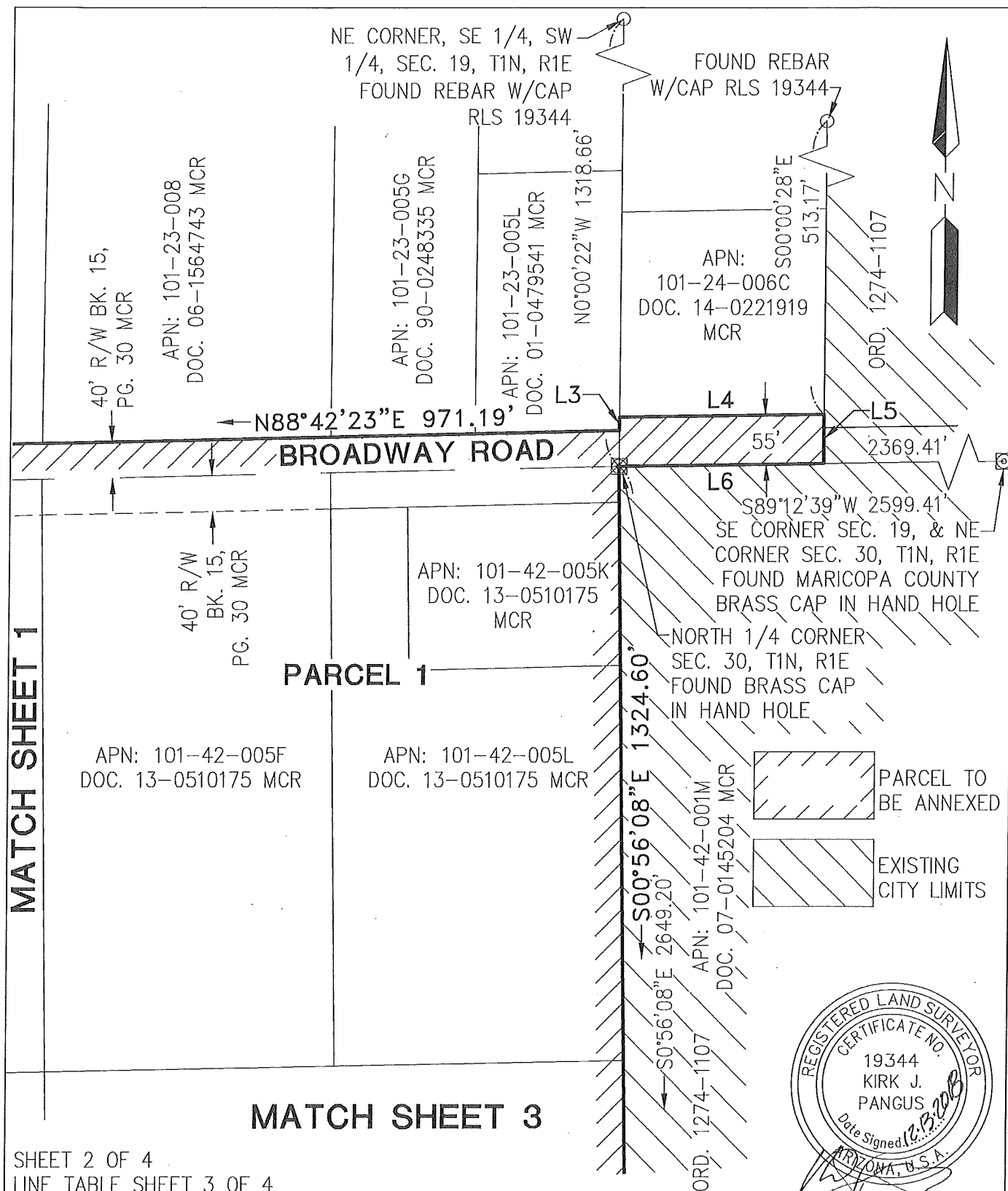
The above described parcels contain a computed area of 1,785,770 sq. ft. (40.9956 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1377
Date October 2018





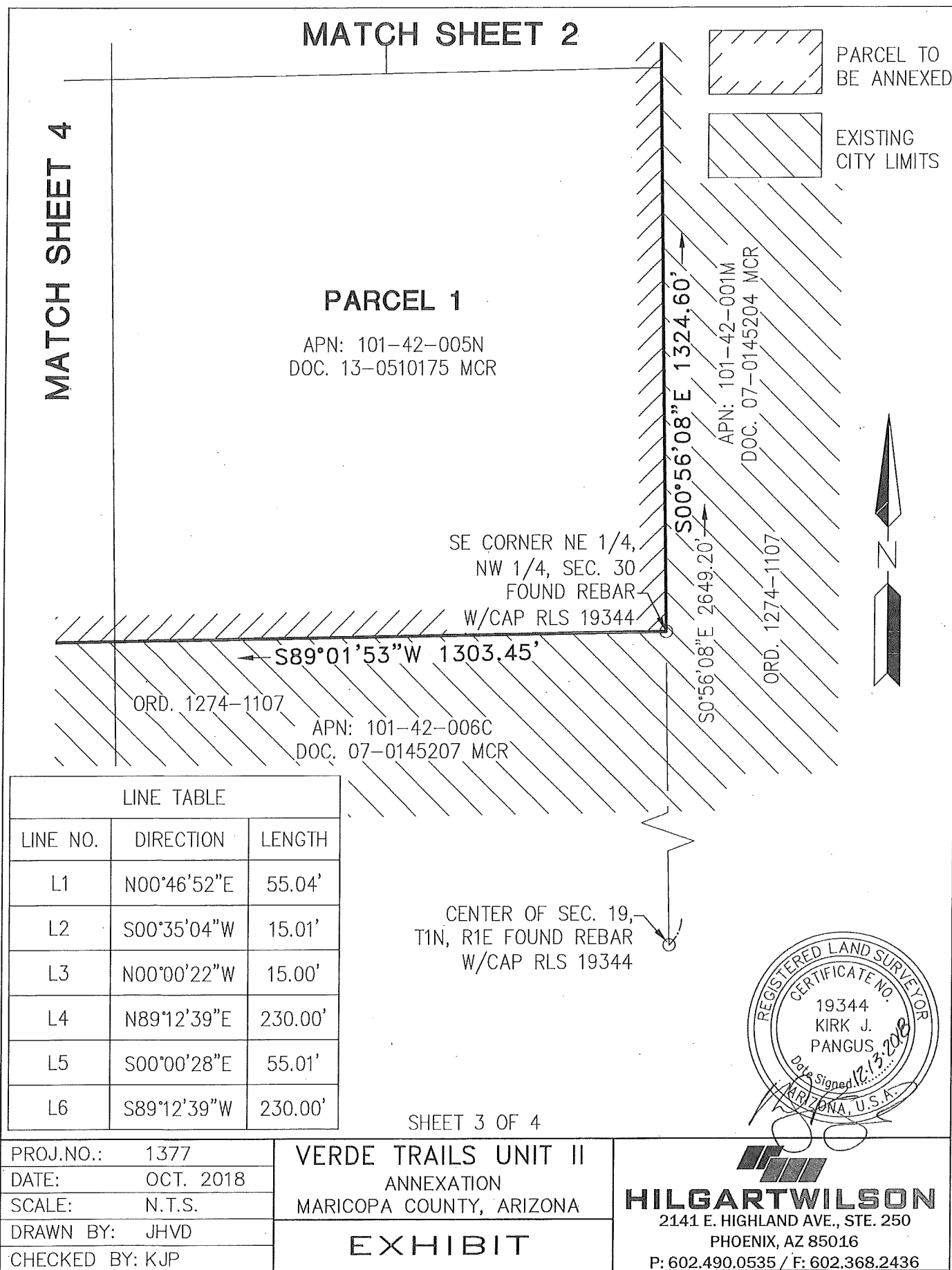


PROJ.NO.: 1377
DATE: OCT. 2018
SCALE: N.T.S.
DRAWN BY: JHVD
CHECKED BY: KJP

**VERDE TRAILS UNIT II
ANNEXATION
MARICOPA COUNTY, ARIZONA**

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436



MATCH SHEET 1



APN: 101-42-004G
DOC. 18-0623265 MCR

APN: 101-42-004F
DOC. 01-0783268 MCR

N00°35'16"W 1317.28'

PARCEL 1

APN: 101-42-005P
DOC. 13-0510175 MCR

MATCH SHEET 3

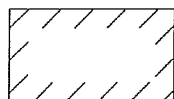
APN: 101-42-005C
DOC. 07-0145207 MCR

APN: 101-42-003F
DOC. 02-0287531 MCR

S89°01'53"W 1303.45'
SW CORNER NE 1/4,
NW 1/4, SEC. 30
FOUND REBAR
W/CAP RLS 19344

APN: 101-42-006D
DOC. 07-0145207 MCR

ORD. 1274-1107

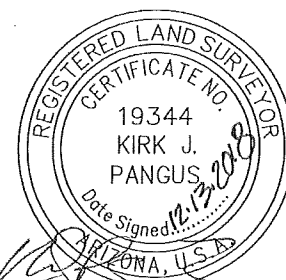


PARCEL TO
BE ANNEXED



EXISTING
CITY LIMITS

SHEET 4 OF 4



HILGARTWILSON

2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016

P: 602.490.0535 / F: 602.368.2436

PROJ.NO.: 1377

DATE: OCT. 2018

SCALE: N.T.S.

DRAWN BY: JHVD

CHECKED BY: KJP

VERDE TRAILS UNIT II
ANNEXATION
MARICOPA COUNTY, ARIZONA

EXHIBIT

Affidavit Pursuant to A.R.S. § 9-471(A)(6)
Revised "Harvard-Tobin" (Verde Trails II) Annexation

I, Michelle Pelishek, being first duly sworn, depose and say:

1. I make this affidavit of my own personal knowledge.
2. I am a Planner for the City of Avondale, Maricopa County, Arizona, and I am qualified to make this affidavit on behalf of the City of Avondale.
3. I caused to be recorded in the office of the Maricopa County Recorder a certain annexation packet consisting of an unsigned petition, affidavit, a map, and a legal description on November 28, 2018 (the "Original Petition"). The annexation was known as the Harvard-Tobin (Verde Trails II) Annexation and recorded as Document No. 20180874809, records of Maricopa County, Arizona. The affidavit indicated that the territory was not a part of any other existing annexation.
4. This Affidavit serves as notice to all, that the Original Petition referred to above is no longer of any force and effect and has been withdrawn.
5. On December 12, 2018, the City of Avondale received a Property Owner Waiver Under A.R.S. § 9-471(A)(1), waiving the waiting period authorized pursuant to A.R.S. § 9-471(A)(1) relating to the Original Petition.
6. I have made a diligent search of the records of the Office of the Clerk of the City of Avondale and the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed by the Revised Harvard-Tobin (Verde Trails II) Annexation, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
7. I hereby affirm, pursuant to A.R.S. § 9-471(A)(6), that no portion of the territory included in the Petition for the Revised Harvard-Tobin (Verde Trails II) Annexation is included in any previously filed annexation petition.

Michelle Pelishek

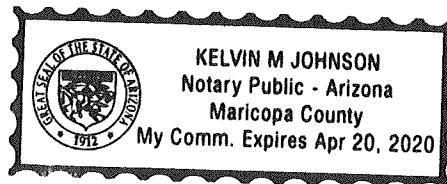
Michelle Pelishek, Planner
City of Avondale

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SWORN TO AND SUBSCRIBED before me this 19th day of Dec, 2018

Kelvin M Johnson
Notary Public for the State of Arizona

My commission expires: 4/20/20



AFFIDAVIT OF POSTING

Case No: N/A
Project Name: Verde Trials II (Tobin)
Project Location: East of the southeast corner of Broadway Rd. and Avondale Blvd.
Date Signs Posted: 1/3/19

The undersigned Applicant has complied with the City of Avondale's posting requirements for annexation.

See attached photo exhibit.


Applicant Representative Signature Date 1/8/19

STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 8th day of January 2019.


Notary Public

My Commission Expires:

June 1, 2022





PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, January 14, 2019 at 7:00 p.m. to discuss the proposed annexation of seven (7) parcels totaling approximately 42 acres of land generally located east of the southeast corner of Avondale Boulevard and Broadway Road. For additional information, including a complete legal description and map of the proposed annexation, please contact Michelle Pelishek, Planner, at 623-333-4022.

• This meeting will be held in the Council Chambers, 11465 W. Civic Center Drive, Avondale, AZ 85323. •





CITY COUNCIL AGENDA

SUBJECT:

Public Hearing and Conditional Use Permit for
Vertical Bridge/E-Z Towing (T-Mobile)
(Application PL-18-0200)

MEETING DATE:

1/14/2019

TO:

Mayor and Council

FROM:

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

THROUGH:

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

REQUEST:

City Council will consider a request by Gary Cassel with Clearblue Services, on behalf of T-Mobile, to approve a Conditional Use Permit (CUP) for a wireless service facility on a 3.72-acre parcel owned by All-Services Automotive Professional LLC, located east of the southeast corner of Dysart Rd. and Riley Dr. within the E-Z Towing & Recovery site.

PARCEL SIZE:

900 square feet of a 3.72-acre parcel

LOCATION:

901 E. Riley Dr.; east of the southeast corner of Dysart Rd. and Riley Dr.; the E-Z Towing & Recovery site (Exhibits A and B)

APPLICANT:

Gary Cassel, Clearblue Services LLC (602) 762-8809

OWNER:

Greg Theim, All-Services Automotive Professional LLC (602) 468-6110

BACKGROUND:

Clearblue Services, on behalf of T-Mobile, is requesting approval of a Conditional Use Permit (CUP) for a 70-foot tall wireless service facility located within a 3.72-acre parcel owned by All-Services Automotive Professional LLC at 901 E. Riley Rd.; east of the southeast corner of Dysart Rd. and Riley Dr. The wireless facility is proposed on a 900 square foot area within the E-Z Towing and Recovery property's tow yard which is secured by a perimeter wall. The wireless facility is a monopalm designed as a bearded Date Palm tree.

The subject property (Exhibit A) is zoned General Industrial (A-1) for industrial type uses (Exhibit B). The property is designated by the General Plan 2030 Land Use Map as Industrial.

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

- **NORTH:** Across Riley Dr., A & D Autobody, a commercial auto repair facility. The area to the north of Riley Dr. is Freeway Commercial (C-3), Community Commercial (C-2), and General Industrial (A-1).
- **SOUTH:** Vacant property; similarly zoned General Industrial (A-1).
- **EAST:** Vacant property; similarly zoned General Industrial (A-1)
- **WEST:** Abutting property is zoned General Industrial (A-1), across Dysart Rd. is existing commercial zoned Community Commercial (C-2) and a residential community zoned Urban Residential-6 (R1-6).

SUMMARY OF REQUEST:

The applicant has submitted a request for the installation of a new 70-foot tall monopalm which has associated ground equipment within a 900 square foot enclosed area bounded by 10-foot high perimeter walls. A new 8-foot high chain-link fence with privacy slats will be installed around the monopalm and associated equipment. The monopalm wireless facility meets the “stealth” criteria per the City of Avondale’s Zoning Ordinance Sections 708 A, B & C. The pole will be concealed in faux clad bark and all coaxial cables will be concealed within the pole. There will be one parking space designated directly adjacent to the fenced area. The pole is co-locatable.

The request is in conformance with the Avondale Zoning Ordinance which requires approval of a Conditional Use Permit for any Freestanding Wireless Facilities thirty-five (35) feet or greater in height.

PARTICIPATION:

The Applicant conducted a neighborhood meeting to discuss the proposed wireless facility on Monday, October 16, 2018 at the Boys & Girls Clubs of Metro Phoenix, Tri-City West. The neighborhood meeting was advertised in the Southwest Valley Republic and a notification sign was erected on the subject property. Additionally, property owners within 1,000 feet of the subject site were notified of the meeting by postcards sent by City Staff.

There was one attendee at the neighborhood meeting, a Councilmember, who provided comment. A summary of the neighborhood meeting is provided in Exhibit G, Citizen Participation Report. Discussion topics included the following:

- The size and current land use of the parcel that will host the wireless facility
- The extent of stealth that the facility will be required to demonstrate
- Whether or not the existing landscaping on the site will match the monopalm design of the tower and if not, what measures will be taken to help monopalm blend in with the surroundings
- What kind of water supply would be available to any new trees/landscaping that may be required as a stipulation of this project’s approval

As of the writing of this report, Staff has received no email correspondence from members of the community.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a hearing on this item on December 20, 2018 (Exhibit H). Commission had the following questions and comments during the question and answer portion of the meeting:

- Chairman Amos asked if additional landscaping and tree plantings were considered for this project. Staff explained that additional trees were considered, but due to a lack of water availability and vehicle traffic in the tow yard, additional trees would not be required.
- Commissioner Ramos asked what measures are taken to prevent wireless facilities from being placed in close proximity to each other. Staff explained that it was standard protocol for the Applicant to demonstrate the search ring radii used to determine if an array can be co-located on an existing vertical element in the area. Staff provided an example that if a future wireless facility was needed in the area by a separate provider, they would be required to co-locate on the T-Mobile facility.
- Commissioner Amos asked if the City keeps an inventory of wireless locations. Staff replied that the applicant provides this information as part of their application and Staff verifies the locations.

Upon conclusion of the public hearing, the Commission voted 6-0 to recommend approval of the Vertical Bridge/E-Z Towing (T-Mobile) Conditional Use Permit for a wireless facility located at 901 E. Riley Dr.; east of the southeast corner of Dysart Rd. and Riley Dr. within the E-Z Towing and Recovery tow yard, subject to the two (2) recommended conditions of approval.

ANALYSIS:

The Avondale Zoning Ordinance requires approval of a Conditional Use Permit for any Freestanding Wireless Facilities thirty-five (35) feet or greater in height. In order to grant a Conditional Use Permit, Section 108.B of the Zoning Ordinance lists five findings that must be met. The burden of proof is upon the applicant. The findings and analysis are as follows:

1. That the proposed use (a) is consistent with the land use designation set forth in the General Plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (c) will be consistent with the desired character for the surrounding area.

(a) The proposed use is consistent with the site's General Plan designation of Industrial and is an allowed use in all designated areas within the City. The development of this site with a wireless facility will not affect the current land use designation and all appropriate measures will be taken to conceal and disguise the proposed monopalm site.

(b) The proposed use will further the City's general guidelines and objectives for development of the area as set forth in the General Plan. A wireless facility that uses alternative "stealth" design, such as the monopalm design, is in conformance with the Zoning Ordinance to minimize adverse impacts on the surrounding area. The proposed height is mitigated by the pole's design.

(c) The proposed wireless facility will be consistent with the desired character for the surrounding area and is proposed as a monopalm structure to blend with the existing area characteristics and landscaping. There will be minimal effect, other than visual, on the surrounding area with this proposed design which includes a perimeter wall to enclose the monopalm and associated ground equipment along with parking to maintain the facility. The monopalm is sited at the southeast corner of the tow yard and will be screened by two different sets of walls/fences.

2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.

(a) The site is compatible with other adjacent and nearby commercial and industrial land uses and exceeds the minimum setback from residential lots to the west.

(b) The proposed monopalm will be located behind two sets of screen walls at the southeast corner of the E-Z Towing and Recovery tow yard and will not be detrimental to persons residing or working in the area. The tower and associated equipment will meet the Radio Frequency offload objectives set forth by the Federal Communication Commission (FCC) as well as the structural capacity needs to ensure there will be no detriment to the public. The proposed site will not generate excess noise as there will not be a generator. There will be no smoke, odors, dust, vibration or illumination.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

The lease area of the site is 900 square feet which will accommodate all the required associated equipment. The site has appropriate access for entry and exit including one designated parking space for the service provider which will be located within the site.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

Primary access to the site is available from the existing tow yard's on-site drive aisles and parking areas. The proposed use has a low amount of traffic generated which will not impact the existing tow yard traffic counts and arterial streets which are designed to accommodate the negligible traffic.

5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.

The wireless monopalm facility meets all the development standards and requirements contained in the Avondale Zoning Ordinance and no additional conditions of approval are required to mitigate potential adverse effects.

FINDINGS:

Staff recommends approval of this request for the following reasons:

- The proposal meets the five (5) required findings for approval of a Conditional Use Permit found in Section 108 of the Zoning Ordinance.
- The proposed Conditional Use Permit conforms to the intent and requirements of the Zoning Ordinance.

RECOMMENDATION:

Staff recommends City Council APPROVE application PL-18-0200 with two (2) recommended conditions of approval as follows:

1. The Vertical Bridge/E-Z Towing (T-Mobile) wireless service facility shall conform to the Project Narrative and Site Plan dated September 19, 2018.
2. The Conditional Use Permit approval shall expire two (2) years from the approval date if a permit for construction is not obtained.

PROPOSED MOTION:

I move that the City Council accept the findings and recommend **APPROVAL** of application PL-18-0200 Vertical Bridge/E-Z Towing (T-Mobile), a request for a Conditional Use Permit for a

wireless service facility located at 901 E. Riley Dr.; east of the southeast corner of Dysart Rd. and Riley Dr. within the E-Z Towing and Recovery tow yard, subject to two (2) recommended conditions of approval.

ATTACHMENTS:

Description

[Exhibits Document Link](#)

PROJECT MANAGER

Byron Easton, Senior Planner (623) 333-4018



PL-18-0200 Vertical Bridge E-Z Towing & Recovery CUP

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

Exhibit A – Aerial Photograph

<https://www.avondaleaz.gov/Home/ShowDocument?id=11918>

Exhibit B – Aerial Zoning Map

<https://www.avondaleaz.gov/Home/ShowDocument?id=11920>

Exhibit C – CUP Narrative

<https://www.avondaleaz.gov/Home/ShowDocument?id=11922>

Exhibit D – Site Plan

<https://www.avondaleaz.gov/Home/ShowDocument?id=11924>

Exhibit E – Search Ring

<https://www.avondaleaz.gov/Home/ShowDocument?id=11926>

Exhibit F – Elevations

<https://www.avondaleaz.gov/Home/ShowDocument?id=11928>

Exhibit G – Neighborhood Meeting Summary

<https://www.avondaleaz.gov/Home/ShowDocument?id=11930>

Exhibit H – Planning Commission Minutes [https://](https://www.avondaleaz.gov/Home/ShowDocument?id=11932)

www.avondaleaz.gov/Home/ShowDocument?id=11932



CITY COUNCIL AGENDA

SUBJECT:

2019 Legislative Guiding Principles

MEETING DATE:

1/14/2019

TO: Mayor and Council

FROM: Jessica Blazina, Intergovernmental Affairs Assistant Director, (623) 333-1612

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

PURPOSE:

Council will review and provide guidance to staff on the proposed 2019 City of Avondale State Legislative Agenda. This report presents state legislative policy priorities that have been identified by staff as well as the Council.

BACKGROUND:

Legislation enacted can have significant effects on the ability of municipal government to serve its citizens. Therefore, it is important to identify the City of Avondale's Legislative priorities regarding potential or pending legislative actions.

The approved Agenda will define the City's legislative priorities and guide the staff's advocacy efforts. Updates will be provided during the Session as necessary.

The First Regular Session of the Fifty-fourth Legislature will convene on Monday, January 14, 2019. Governor Ducey will give his State of the State address on this same day.

There has been a change in leadership in both the House and Senate. Representative Rusty Bowers, District 25, will serve as Speaker of the House while Senator Karen Fann, District 1, will serve as Senate President. The Senate is comprised of 17 Republicans and 13 Democrats, while the House is comprised of 31 Republicans and 29 Democrats.

DISCUSSION:**Avondale's Guiding Principles**

In order to prioritize and guide staff's lobbying efforts, staff recommends that the Council endorse the following two key principles as our highest priorities.

- **Support to Preserve Local Funding Mechanisms**

Protect existing federal and state funding sources and authorities that generate revenue to the City of Avondale. Work to maintain local taxing authority and oppose unfunded mandates to local governments.

- **Oppose any Preemption of Local Authority**

Support efforts to ensure continuing local decision making authority and to prohibit preemption. Like other municipalities, Avondale has unique needs and characteristics and those needs are best met by policies set by its local governing body. Statewide preemptive efforts to remove the ability to set policy at the local level should be opposed.

Avondale's Legislative Priorities

In addition to the guiding principles described above, staff recommends the review and consideration of additional issues to include in its agenda for 2019. These issues have been identified by staff as well as the Council to respond to the specific needs of the community.

Financial Stability

- **Support the maintenance of state-shared revenues from sales and income tax revenues and oppose any state action that would reduce state-shared revenues.**

The City's budget includes revenues from a number of state sources, most notably state-shared revenues. State-shared revenues comprise approximately 35% of the City's general fund, which assists in supporting police, fire, streets, parks and other critical City services. *Staff recommends opposing any action that would reduce state-shared revenue.*

BUDGET IMPACT:

Staff will closely monitor any legislation that may have a budgetary impact on the City.

RECOMMENDATION:

Staff seeks input and direction from Council regarding the 2019 City of Avondale State Legislative Agenda.