



**City of Avondale**  
**City Council Online Meeting**  
Monday, July 14, 2025

**Mayor and Council**

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

**Administration**

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Dale Nannenga, Assistant City Manager

Katie Gregory, Assistant City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

**Online Meeting**

Join the meeting and view presentations: <https://avondaleaz.zoom.us/j/6562643358>

Using a Mobile Device? Download the Zoom Cloud Meeting App

Join the meeting with audio only: Call 301-715-8592 (meeting ID: 656 264 3358)



# City Council Online Meeting Notice & Agenda Monday, July 14, 2025

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**Request to Speak:** Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

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## REGULAR MEETING

**5:30 PM**

*Virtual Access to the meeting will be available 10 minutes prior to the meeting.*

### CALL TO ORDER BY MAYOR

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

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

#### 3. CONSENT AGENDA

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

##### a. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - SPRINGHILL SUITES AVONDALE

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 Liquor License submitted by Andrea Lewkowicz for the sale of alcohol at Springhill Suites Avondale, located at 9950 W Encanto Blvd in Avondale and authorize the City Clerk to execute the necessary documents. Council will take appropriate action.

##### b. SERIES 12 (RESTAURANT) LIQUOR LICENSE - HARKINS THEATRES GATEWAY PAVILIONS 18

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 Liquor License submitted by Andrea Lewkowicz for the sale of alcohol at Harkins Theatres Gateway Pavilions 18 located at 10250 W McDowell Rd in Avondale and authorize the City Clerk to execute the necessary documents. Council will take appropriate action.

##### c. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2025-2026 FUNDING RECOMMENDATIONS

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$200,000 Contributions Assistance Program fund and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

- d. **THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 3924**  
City Council will consider a request to amend the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to incorporate language allowing for represented employees who have not completed promotional probation by the start of Fiscal Year 2026 to be eligible for a one-step merit increase on the same schedule that other non-represented employees on promotional probation receive their merit increase and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- e. **RESOLUTION 1051-0725 - AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - COMMUNITY ACTION PROGRAM (CAP) SERVICES**  
City Council will consider a request to adopt Resolution 1051-0725, approving Amendment No. 5 of the Intergovernmental Agreement with Maricopa County administered by its Human Services Department for the provision of the Community Action Program services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.
- f. **ORDINANCE 2027-0725 – AMENDMENT OF CITY CODE CHAPTER 7, ARTICLES I, II, III, IV, AND V – RELATING TO SPECIAL EVENTS**  
City Council will consider a request to adopt Ordinance 2027-0725, amending the Avondale City Code, Chapter 7, Articles I, II, III, IV, and V, relating to special event definitions and general requirements, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. Council will take appropriate action.
- g. **ORDINANCE 2029-0725 AND ORDINANCE 2030-0725 – ACCEPTANCE OF DONATION OF A PERPETUAL EASEMENT AGREEMENT PROVIDING FOR NOISE, ODOR AND AESTHETIC SETBACKS FROM BROOKFIELD LAKIN LLC, AND THOMAS TITLE AND ESCROW AGENCY**  
City Council will consider a request to: a) adopt Ordinance 2029-0725, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Brookfield Lakin LLC for public use for the Water Reclamation Facility Phase 2 Expansion Project; b) adopt Ordinance 2030-0725, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Thomas Title and Escrow Agency for public use for the Water Reclamation Facility Phase 2 Expansion Project; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

#### 4. ADJOURNMENT

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

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

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**ITEM NUMBER:** 3.a.

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**SUBJECT:** Series 10 (Beer and Wine Store) Liquor License - Springhill Suites Avondale

**MEETING DATE:** 7/14/2025

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**TO:** Mayor and Council

**FROM:** Marcella Sarmiento, City Clerk

**THROUGH:** Tracy Stevens, Assistant City Manager, (623) 333-1015

**REVIEWED:** Ron Corbin, City Manager, (623) 333-1011

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**STRATEGIC PLAN:**

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

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**PURPOSE:**

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 Liquor License submitted by Andrea Lewkowitz for the sale of alcohol at Springhill Suites Avondale, located at 9950 W Encanto Blvd in Avondale and authorize the City Clerk to execute the necessary documents. Council will take appropriate action.

**BACKGROUND:**

Springhill Suites Avondale is an existing establishment that is located at 9950 W Encanto Blvd, Avondale, AZ 85392. City Council previously approved a liquor license for Springhill Suites Avondale on October 7, 2024; however, the business is reapplying as they are under new ownership.

The Arizona State Statute requires all Series 10 liquor licenses to be separated by a minimum of 300 feet from K-12 schools or fenced recreational areas that are part of a school building. There are no schools or fenced recreational areas associated with schools located within 300 feet of the establishment.

**DISCUSSION:**

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development Services and Finance Departments have reviewed the application and are recommending approval.



**BUDGET IMPACT:**

The liquor license application fee of \$250 has been paid in full.

**RECOMMENDATION:**

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Andrea Lewkowitz for the sale of alcohol at Springhill Suites Avondale, located at 9950 W Encanto Blvd in Avondale.

*Contact person for document distribution: Emily Soria*

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 06/17/2025 @ 03:14:24 PM

Local Governing Body Report

|                |
|----------------|
| <b>LICENSE</b> |
|----------------|

|                      |                                                            |                            |
|----------------------|------------------------------------------------------------|----------------------------|
| Number:              | Type:                                                      | 010 BEER AND WINE<br>STORE |
| Name:                | SPRINGHILL SUITES AVONDALE                                 |                            |
| State:               | Pending                                                    |                            |
| Issue Date:          | Expiration Date:                                           |                            |
| Original Issue Date: |                                                            |                            |
| Location:            | 9950 W ENCANTO BOULEVARD<br>AVONDALE, AZ 85392<br>USA      |                            |
| Mailing Address:     | 2600 N CENTRAL AVENUE<br>#1775<br>PHOENIX, AZ 85004<br>USA |                            |
| Phone:               | (000)000-0000                                              |                            |
| Alt. Phone:          | (602)200-7222                                              |                            |
| Email:               | ANDREA@LEWKLaw.COM                                         |                            |

|              |
|--------------|
| <b>AGENT</b> |
|--------------|

|                         |                                                            |
|-------------------------|------------------------------------------------------------|
| Name:                   | ANDREA DAHLMAN LEWKOWITZ                                   |
| Gender:                 | Female                                                     |
| Correspondence Address: | 2600 N CENTRAL AVENUE<br>#1775<br>PHOENIX, AZ 85004<br>USA |
| Phone:                  | (602)200-7222                                              |
| Alt. Phone:             |                                                            |
| Email:                  | ANDREA@LEWKLaw.COM                                         |

|              |
|--------------|
| <b>OWNER</b> |
|--------------|

105th Day: 8/17/25

105th Day: 10/6/25

Name: PEACHTREE HOSPITALITY MANAGEMENT LLC  
Contact Name: ANDREA DAHLMAN LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: R22026223 State of Incorporation: GA  
Incorporation Date: 07/13/2017  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**Officers / Stockholders**

| Name:                        | Title:               | % Interest: |
|------------------------------|----------------------|-------------|
| PEACHTREE HOTEL GROUP II LLC | Member               | 100.00      |
| NICOLE RAE DAHL              | Multi- See Case Note |             |
| DAVID SCOTT MURRAY           | Multi-See Case Note  |             |

**PEACHTREE HOTEL GROUP II LLC - Manager-  
LLC,Member**

Name: JATIN RAMESH DESAI  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (704)201-8377  
Alt. Phone:  
Email: JDESAI@PEACHTREEGROUP.COM

**PEACHTREE HOSPITALITY MANAGEMENT LLC  
- Multi- See Case Note**

Name: NICOLE RAE DAHL  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)351-7088  
Alt. Phone:  
Email: NICOLE.DAHL@SUNRIDGEHOTELS.COM

**PEACHTREE HOSPITALITY MANAGEMENT LLC**

**- Member**

Name: PEACHTREE HOTEL GROUP II LLC  
Contact Name: ANDREA DAHLMAN LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**PEACHTREE HOTEL GROUP II LLC - Manager-  
LLC,Member**

Name: GREGORY MARK FRIEDMAN  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (678)358-7599  
Alt. Phone:  
Email: GFRIEDMAN@PEACHTREEGROUP.COM

**PEACHTREE HOTEL GROUP II LLC - Manager-  
LLC,Member**

Name: MITUL KESHAV PATEL  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (770)337-2572  
Alt. Phone:  
Email: MPATEL@PEACHTREEGROUP.COM

**PEACHTREE HOSPITALITY MANAGEMENT LLC**

**- Multi-See Case Note**

Name: DAVID SCOTT MURRAY  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)540-3135  
Alt. Phone:  
Email: 

## MANAGERS

Name: GREGORY MARK FRIEDMAN  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (678)358-7599  
Alt. Phone:  
Email: GFRIEDMAN@PEACHTREEGROUP.COM

\*\*\*\*\*

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Email: JDESAI@PEACHTREEGROUP.COM

\*\*\*\*\*

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Gender: Male  
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#1775  
PHOENIX, AZ 85004  
USA  
Phone: (770)337-2572  
Alt. Phone:  
Email: MPATEL@PEACHTREEHOTELGROUP.COM

\*\*\*\*\*

Name: KARA LYNN DENARDO  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)621-3300  
Alt. Phone: (480)495-8177  
Email:

\*\*\*\*\*

Name: JACOB TAYLOR MARTIN FULLERTON  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)821-2626  
Alt. Phone:  
Email: JFULLERTON@THMC.BIZ

\*\*\*\*\*

Name: DOMINICK EUFEMIO CANO  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)446-9922  
Alt. Phone:  
Email: DCANO@PEACHTREEHOTELGROUP.COM

\*\*\*\*\*

Name: JOHNNY ROBERT CASE  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (818)388-5145  
Alt. Phone:  
Email: JCASE@PEACHTREEGROUP.COM

\*\*\*\*\*

Name: JOAN MARIE ROZUM  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (920)562-0660  
Alt. Phone:  
Email: JROZUM@PEACHTREEHOTELGROUP.COM

## APPLICATION INFORMATION

Application Number: 348890  
Application Type: New Application  
Created Date: 05/23/2025

## QUESTIONS & ANSWERS

### 010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?  
Yes  
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.  
6/6/2025
- 2) Provide name, address, and distance of nearest school.  
(If less than one (1) mile note footage)  
Rio Vista Elementary School | 1,014 FT  
10237 W Encanto Blvd, Avondale, AZ 85392
- 3) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
PROPERTY MANAGER
- 4) Is there a penalty if lease is not fulfilled?  
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 6) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
0.00
- 7) Are there walk-up or drive-through windows on the premises?  
No
- 8) Does the establishment have a patio?  
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No

## DOCUMENTS

| DOCUMENT TYPE            | FILE NAME                              | UPLOADED DATE |
|--------------------------|----------------------------------------|---------------|
| ORGANIZATIONAL DOCUMENTS | PHM, LLC_Ownership Chart.pdf           | 05/23/2025    |
| ALIEN STATUS             | SH_AGT ADL (Ctn).pdf                   | 05/23/2025    |
| QUESTIONNAIRE            | SH_AGT ADL (Q)_PEND MGR.pdf            | 05/23/2025    |
| MISCELLANEOUS            | SH_Business Phone No..pdf              | 05/23/2025    |
| QUESTIONNAIRE            | SH_CP Desai (Q+Supple)_PEND MGR.pdf    | 05/23/2025    |
| QUESTIONNAIRE            | SH_CP Friedman (Q+Supple)_PEND MGR.pdf | 05/23/2025    |

|                            |                                                 |            |
|----------------------------|-------------------------------------------------|------------|
| QUESTIONNAIRE              | SH_CP Patel (Q+Supple)_PEND<br>MGR.pdf          | 05/23/2025 |
| DIAGRAM/FLOOR PLAN         | SH_Diagram_PEND.pdf                             | 05/23/2025 |
| INTERIM PERMIT NOTARY PAGE | SH_INP Page_PENDING.pdf                         | 05/23/2025 |
|                            | SH_Diagram_FILED Jun 2 25.pdf                   | 06/02/2025 |
|                            | SH_MGR Case (Q+T)_FILED Jun 2<br>25.pdf         | 06/02/2025 |
|                            | SH_AGT ADL (Q)_FILED Jun 2 25.pdf               | 06/02/2025 |
|                            | SH_CP Desai (Q+Supple)_FILED Jun 2<br>25.pdf    | 06/02/2025 |
|                            | SH_CP Friedman (Q+Supple)_FILED<br>Jun 2 25.pdf | 06/02/2025 |
|                            | SH_CP Patel (Q+Supple)_FILED Jun 2<br>25.pdf    | 06/02/2025 |



**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 06/17/2025 @ 03:13:14 PM

**Local Governing Body Report**

|                |
|----------------|
| <b>LICENSE</b> |
|----------------|

|                      |                                                            |                  |                    |
|----------------------|------------------------------------------------------------|------------------|--------------------|
| Number:              | INP070033750                                               | Type:            | INP INTERIM PERMIT |
| Name:                | SPRINGHILL SUITES AVONDALE                                 |                  |                    |
| State:               | Active                                                     |                  |                    |
| Issue Date:          | 06/17/2025                                                 | Expiration Date: | 10/18/25           |
| Original Issue Date: | 06/17/2025                                                 |                  |                    |
| Location:            | 9950 W ENCANTO BOULEVARD<br>AVONDALE, AZ 85392<br>USA      |                  |                    |
| Mailing Address:     | 2600 N CENTRAL AVENUE<br>#1775<br>PHOENIX, AZ 85004<br>USA |                  |                    |
| Phone:               | (000)000-0000                                              |                  |                    |
| Alt. Phone:          | (602)200-7222                                              |                  |                    |
| Email:               | ANDREA@LEWKLaw.COM                                         |                  |                    |

|              |
|--------------|
| <b>AGENT</b> |
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|                         |                                                            |
|-------------------------|------------------------------------------------------------|
| Name:                   | ANDREA DAHLMAN LEWKOWITZ                                   |
| Gender:                 | Female                                                     |
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| Email:                  | ANDREA@LEWKLaw.COM                                         |

|              |
|--------------|
| <b>OWNER</b> |
|--------------|

Name: PEACHTREE HOSPITALITY MANAGEMENT LLC  
Contact Name: ANDREA DAHLMAN LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: R22026223 State of Incorporation: GA  
Incorporation Date: 07/13/2017  
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| Name:                        | Title:               | % Interest: |
|------------------------------|----------------------|-------------|
| PEACHTREE HOTEL GROUP II LLC | Member               | 100.00      |
| NICOLE RAE DAHL              | Multi- See Case Note |             |
| DAVID SCOTT MURRAY           | Multi-See Case Note  |             |

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## **PEACHTREE HOSPITALITY MANAGEMENT LLC**

### **- Member**

Name: PEACHTREE HOTEL GROUP II LLC  
Contact Name: ANDREA DAHLMAN LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
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### **- Multi-See Case Note**

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Gender: Male  
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Phone: (480)540-3135  
Alt. Phone:  
Email: 

## MANAGERS

Name: GREGORY MARK FRIEDMAN  
Gender: Male  
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Gender: Male  
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Email: MPATEL@PEACHTREEHOTELGROUP.COM

\*\*\*\*\*

Name: KARA LYNN DENARDO  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)621-3300  
Alt. Phone: (480)495-8177  
Email:

\*\*\*\*\*

Name: JACOB TAYLOR MARTIN FULLERTON  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)821-2626  
Alt. Phone:  
Email: JFULLERTON@THMC.BIZ

\*\*\*\*\*

Name: DOMINICK EUFEMIO CANO  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)446-9922  
Alt. Phone:  
Email: DCANO@PEACHTREEHOTELGROUP.COM

\*\*\*\*\*

Name: JOHNNY ROBERT CASE  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (818)388-5145  
Alt. Phone:  
Email: JCASE@PEACHTREEGROUP.COM

\*\*\*\*\*

Name: JOAN MARIE ROZUM  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (920)562-0660  
Alt. Phone:  
Email: JROZUM@PEACHTREEHOTELGROUP.COM

## APPLICATION INFORMATION

Application Number: 348901  
Application Type: New Application  
Created Date: 05/23/2025

## QUESTIONS & ANSWERS

### INP Interim Permit

- 1) Enter License Number currently at location
- 2) Is the license currently in use?
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?



# Interim Permit (INP) Notary Page

## FOR DLLC USE ONLY

|                |              |
|----------------|--------------|
| INP number:    | INP070033750 |
| Date Approved: | 6/17/25      |
| Expiration:    | 10/6/25      |
| CSR:           | RG           |
| Fee:           | \$100.00     |

### SECTION 5 page 2 of the license application

#### For approval of an Interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01(A)

1. Enter license number currently at the location: 010070031921 (SPRINGHILL SUITES AVONDALE)

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

I, (Print Full Name) Brad Rahmsky hereby declare that I am the Individual, Owner, Agent, or Controlling Person on the stated license and location.

Signature: [Signature]

State of Georgia

County of Fulton

Signed before me on this 30 day of May, 2025.

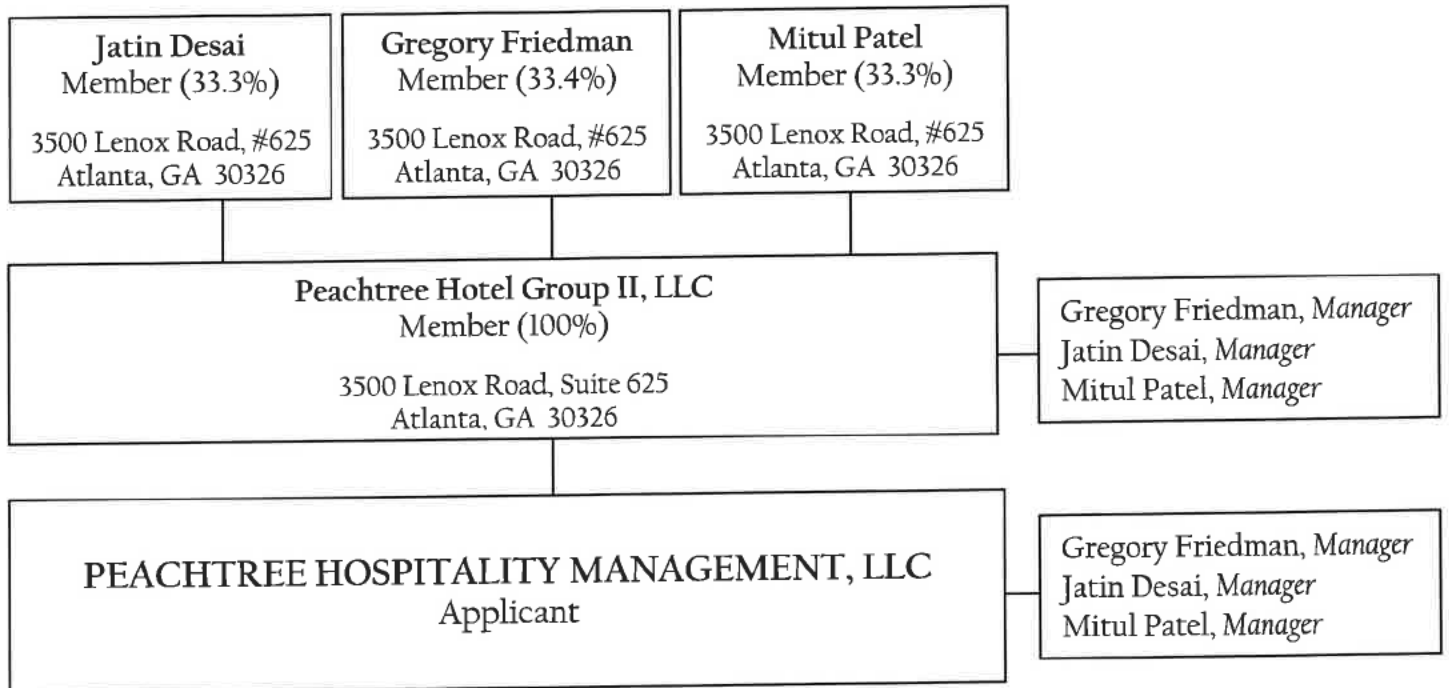
Notary Signature [Signature]

My commission expires on 2 / 4 / 2029



Notary Seal

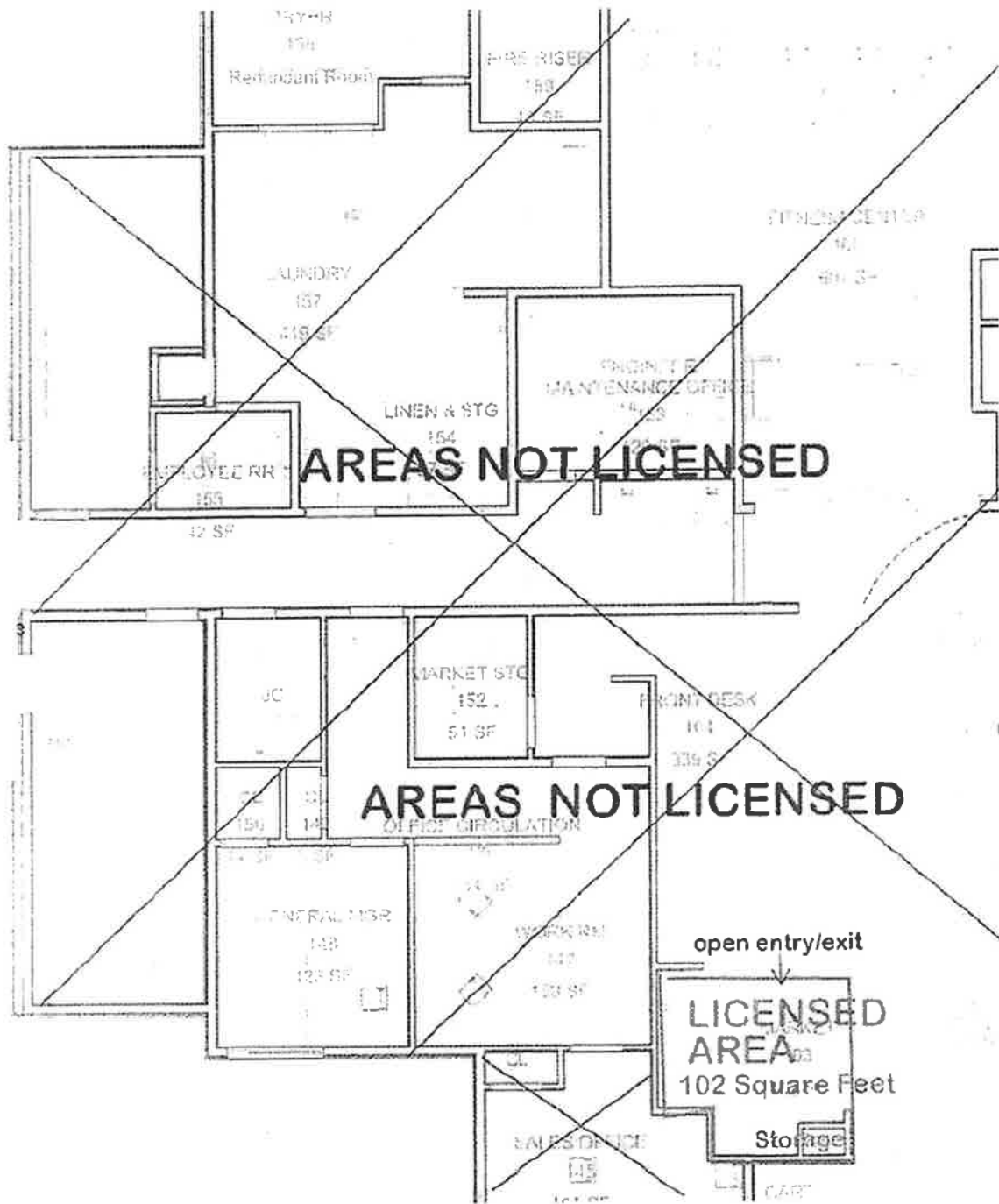
# Peachtree Hospitality Management, LLC Ownership Chart





**Springhill Suites Avondale**  
9950 W. Encanto Blvd., Avondale, AZ 85392  
102 sf

25 6 17 Lic. Dept PH 3 25



Hotel Entrance

**MANAGEMENT AGREEMENT**

**BETWEEN**

**PG PHOENIX WEST MASTER TENANT, LLC**

**AND**

**PEACHTREE HOSPITALITY MANAGEMENT, LLC**

**Dated as of June 17, 2025**

## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement"), dated as of June 17, 2025 (the "Effective Date") is by and between **PG Phoenix West Master Tenant, LLC**, a Delaware limited liability company ("Lessee"), and **Peachtree Hospitality Management, LLC**, a Georgia limited liability company ("Manager").

### RECITALS

A. Pursuant to that certain Master Lease, dated as of the Effective Date (the "Master Lease"), Lessee is the master lessee of (i) certain real property located at 9950 West Encanto Boulevard, Avondale, Arizona 85392 (the "Real Property"), and (ii) all improvements upon the Real Property (the "Improvements") including, without limitation an existing hotel currently known as SpringHill Suites Phoenix West/Avondale. The Real Property and the Improvements are herein collectively called the "Hotel".

B. Lessee holds a leasehold interest in the Hotel.

C. Manager is qualified to operate, direct, manage and supervise the Hotel.

D. Lessee desires to engage Manager to manage and operate the Hotel, and Manager desires to accept such engagement as agent for Lessee and for the account of Lessee, all upon the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by the parties hereto, Lessee and Manager hereby agree as follows:

### ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

AAA means the American Arbitration Association.

Accounting Fee means the amount payable to Manager as an accounting fee pursuant to Section 10.2 of this Agreement.

Accounting Period means each calendar month starting on the first day and ending on the last day of such month, or portion thereof for the first and last Accounting Periods, depending on the Effective Date and the Termination Date.

Affiliate means any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Manager or Lessee, as the case may be. For purposes of this definition, the term "control" means the power to direct

or cause the direction of management and policies, through the ownership of voting rights, by contract or otherwise.

Agency Account shall have the meaning set forth in Section 7.1 of this Agreement.

Agreement shall have the meaning set forth in the preamble of this Agreement.

Annual Business Plan means the detailed annual business plan for the operation of the Hotel for each Fiscal Year prepared by Manager pursuant to Section 9.1 of this Agreement.

Benefit Plans means all employee benefit plans of Manager, which include, without limitation, a 401(k) plan, a bonus and incentive plan, and a health insurance plan.

Books and Records shall have the meaning set forth in Section 8.1 of this Agreement.

Construction Management Fee means the amount payable to Manager pursuant to Section 10.6 of this Agreement.

CPI means the Consumer Price Index - Seasonally Adjusted U.S. City Average for All Items for All Wage Earners and Clerical Earners (1982-1984 = 100), published monthly in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI-W"). If the CPI-W is discontinued, CPI shall mean the Consumer Price Index - Seasonally Adjusted U.S. City Average for All Items for All Urban Consumers (1982 - 1984 = 100) (the "CPI-U"). If both the CPI-W and CPI-U are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics or any other agency of the United States government shall be used.

CPI Adjustment shall mean the lesser of (i) CPI or (ii) 3%.

Effective Date shall have the meaning set forth in the preamble of this Agreement.

Environmental Law shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended; (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended; (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (v) the Clean Water Act (33 U.S.C. §§ 1251 et seq.), as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (x) any state, county, municipal or local statutes, laws or ordinances similar or analogous to the federal statutes listed in parts (i) - (ix) of this definition; (xi) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or to implement the statutes, laws, ordinances and amendments listed in parts (i) - (x) of this definition; and (xii) any other law, statute, ordinance, amendment, rule, regulation, or order relating to environmental matters or Hazardous Materials.

FF&E means all furniture, furnishings, equipment, fixtures, apparatus and other personal property used in, or held in storage for use in, the operation of the Hotel, other than Operating Equipment, Operating Supplies and fixtures attached to and forming part of the Hotel.

Financial Statement shall have the meaning set forth in Section 8.2 of this Agreement.

Fiscal Year means a calendar fiscal year starting on January 1 and ending on December 31, or portion thereof, depending upon the Effective Date and the Termination Date. A "Full Fiscal Year" means a Fiscal Year that begins on January 1.

Franchise Agreement means the franchise agreement currently in effect with respect to the Hotel, and any subsequent franchise or license agreement entered into by Lessee with any Franchisor.

Franchisor means MIF, L.L.C., a Delaware limited liability company, and any subsequent franchisor of the Hotel under any Franchise Agreement.

Gross Revenues shall mean all revenues and receipts of every kind derived from the operation of the Hotel and all departments and parts thereof including, without limitation, income (from both cash and credit transactions after reasonable deductions for bad debts and discounts for prompt or cash payments and refunds) from the rental of guest rooms, telephone charges, stores, offices, exhibit and sales space of every kind; license, lease and concession fees and rentals; income from vending machines; net income from parking; health club membership fees; food and beverage sales; wholesale and retail sales of merchandise; service charges (to the extent not distributed to employees as gratuities); proceeds, if any, from business interruption or other loss of income insurance; and condemnation proceeds for a temporary taking. Expressly excluded from the definition of Gross Revenues are the following: gratuities to employees of the Hotel; federal, state, and local excise, sales or use taxes or any other taxes collected directly from patrons or guests or included as part of the sales price of any goods or services; proceeds from the sale of FF&E; insurance proceeds (other than proceeds from business interruption or other loss of income insurance); condemnation proceeds (other than for a temporary taking); revenue from rental of any radio or transmitter antennae or tower; any proceeds from any sale of the Hotel or from the refinancing of any debt encumbering the Hotel; contributions by Lessee; proceeds of property tax abatements or refunds; interest or earnings on any reserves; and income or receipts related to damage awards received from third parties.

Group Services means group benefits, services, and facilities generally made available by Manager at other properties owned or managed by Manager or its Affiliates, including, where applicable, convention, business and sales-promotion services; advertising and public relation services; centralized reservation services; computerized management information services; educational and training programs and facilities; central purchasing and procurement services; employee benefits administration; payroll administration; and risk management services. Group Services does not include Manager's central office overhead and general office and administrative expenses (as opposed to that of the Hotel).

Hazardous Material shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a containment, or otherwise regulated under any Environmental Law, including, but not limited to, petroleum and petroleum products, waste oil, halogenated and non-halogenated solvents, PCBs, and asbestos and asbestos containing materials.

Hotel shall have the meaning set forth in Recital A of this Agreement.

Improvements shall have the meaning set forth in Recital A of this Agreement.

Laws means any and all laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state, municipal or other authority having jurisdiction over the Hotel, now or hereafter in force, including, without limitation, any alcoholic beverage control board, health inspectors, the Board of Fire Underwriters and any insurance companies covering any of the risks against which Lessee or Manager are insured under this Agreement.

Lessee shall have the meaning set forth in the preamble of this agreement.

Lessee Indemnities shall have the meaning set forth in Section 16.2 of this Agreement.

Management Fee means the amount payable to Manager pursuant to Section 10.1 of this Agreement.

Manager shall have the meaning set forth in the preamble of this Agreement.

Manager Indemnities shall have the meaning set forth in Section 16.1 of this Agreement.

Mortgage shall mean any mortgage, deed of trust, or other security instrument entered into by Lessee secured by the Hotel and loan documents related thereto.

Operating Budget means the operating budget prepared by Manager for the Hotel for each Fiscal Year for which an Annual Business Plan is prepared, setting forth an itemized statement of any and all anticipated costs and expenses to be incurred in connection with the operation, direction, management and supervision of the Hotel for such Fiscal Year.

Operating Equipment means all equipment, except for FF&E and Operating Supplies, used, or held in storage for future use, in connection with the operation of the Hotel including, without limitation, all dishes, platters, serving trays, china, glassware, linens, silverware, uniforms and all kitchen, restaurant and bar equipment.

Operating Expenses shall mean expenses and deductions incurred in the operation of the Hotel by Manager in fulfilling its duties hereunder during each Fiscal Year, determined in accordance with the accounting system established by the Uniform System (except as modified by this Agreement). Operating Expenses shall not include the Management Fee, real property taxes, personal property taxes, and other ad valorem taxes imposed on the Hotel and FF&E, insurance

premiums and deductibles for property, casualty, and liability insurance, equipment lease payments, ground rent, interest, depreciation, and amortization.

Operating Funds shall have the meaning set forth in Section 7.2 of this Agreement.

Operating Supplies means all supplies, except for FF&E and Operating Equipment used, or held in storage for future use, in connection with the operation of the Hotel including, without limitation, all engineering, maintenance and housekeeping supplies and all food and beverages of all kinds.

Real Property shall have the meaning set forth in Recital A of this Agreement.

Required Minimum Amount means the amount of working capital necessary for Manager to ensure that the Hotel has sufficient cash to pay its bills in a timely manner, which amount shall initially be set at subject to change upon mutual agreement between Lessee and Manager.

Revenue Management Fee means the amount payable to Manager as a revenue management fee pursuant to Section 10.2 of this Agreement.

Taxes means any and all real estate taxes, personal property taxes, assessments, ad valorem taxes and similar charges on or relating to the Hotel or any of its component parts.

Termination Date shall have the meaning set forth in Section 2.1 of this Agreement.

Termination Fee shall have the meaning set forth in Section 10.4 of this Agreement.

Term shall have the meaning set forth in Section 2.1 of this Agreement.

Termination Event shall have the meaning set forth in Section 12.2 of this Agreement.

Uniform System means the Uniform System of Accounts for Hotels in effect from time to time and as modified by applicable provisions of this Agreement.

## ARTICLE II TERM

Section 2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for ten (10) years (the "Initial Term," and together with any Renewal Terms, the "Term") unless sooner terminated by Manager or Lessee pursuant to the provisions of this Agreement. The date this Agreement actually terminates shall hereinafter be called the "Termination Date".

Section 2.2 Renewal Terms. This Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term") unless Manager or Lessee notifies the other of its election not to renew at least 45 days before the end of the Initial Term or the then-current Renewal Term, as applicable. The rights and obligations of the Parties during the Renewal Terms, if any,

shall be governed by the terms and conditions of this Agreement as if the applicable Renewal Term was the Initial Term.

### **ARTICLE III ENGAGEMENT OF MANAGER AND COMMENCEMENT OF MANAGEMENT OF THE HOTEL**

Section 3.1 Engagement of Manager to Manage Hotel. Lessee hereby grants to Manager the sole and exclusive right, and hereby appoints Manager as Lessee's sole and exclusive agent, subject to the terms of this Agreement, to operate, occupy, direct, manage and supervise the Hotel without interference from Lessee, and Manager hereby undertakes and agrees to perform, as the agent of and for the account of Lessee, all of the services required hereunder and to comply with all of the provisions of this Agreement.

Section 3.2 Effective Date. Manager shall assume operation, direction, management and supervision of the Hotel at 12:01 A.M. on the Effective Date.

Section 3.3 Manager as Agent. In operating the Hotel, Manager, and all employees of Manager working at the Hotel, shall act solely on behalf of and as agent for Lessee and not on its own behalf. All employees working at the Hotel shall be employees of Manager, and Manager shall have no authority to hire employees for Lessee. Nothing contained in this Agreement shall be construed as creating, between the parties hereto or with any third party, a partnership, joint venture or any relationship other than agency. This Agreement, either alone or in conjunction with any other documents, shall not be deemed to constitute a lease of any portion of the Hotel. Any and all debts, obligations and other liabilities incurred by Manager in connection with the Hotel, shall be incurred on behalf of Lessee, and Manager shall not be liable for payment therefor; provided, Manager and its employees and agents shall not incur debts or other liabilities on behalf of Lessee unless the same are (i) reasonable, (ii) necessary or reasonably prudent for operation of the Hotel, (iii) within the approved Operating Budget, or (iv) otherwise specifically approved by Lessee. Lessee and Manager stipulate and agree that the agency created by this Agreement shall be deemed to be "an agency coupled with an interest" and therefore not terminable by Lessee except in strict accordance with the terms of this Agreement. To the fullest extent provided by applicable Law(s), Manager shall not be deemed a fiduciary of Lessee.

### **ARTICLE IV OPERATION OF THE HOTEL**

Section 4.1 Duties of Manager. On and after the Effective Date, Manager shall (i) direct, supervise, manage and operate the Hotel in all aspects in an efficient and economical manner consistent with hotels of a comparable size, class, age and construction and level of service having similar facilities and (ii) determine and administer the programs and policies to be followed in connection therewith, all in accordance with the provisions of this Agreement, on the condition that Manager shall not be obligated to advance any of its own funds in connection with such duties. Without limiting the generality of the foregoing, Manager shall perform each of the following functions:



(a) Recruit, employ, relocate, pay, supervise and discharge all employees and personnel necessary for the operation of the Hotel (included in the foregoing shall be the determination of all personnel policies).

(b) Establish all prices, rates and charges for guest rooms, meeting rooms, commercial space (including all stores, office space and lobby space), food, beverage, and other salable or rentable items comprising the Hotel and its business.

(c) Negotiate and enter into, on behalf of Lessee, service contracts required in the ordinary course of business in operating the Hotel including, without limitation, contracts for electricity, gas, telephone, cable and satellite television, cleaning, vermin extermination, elevator and boiler maintenance, and other services which Manager deems advisable, on the condition that Manager shall not, without the prior written consent of Lessee (which consent shall not be unreasonably withheld), enter into any service contract contemplated by this subsection that would bind Lessee for a period greater than one (1) year or that would obligate Lessee for an amount in excess of per year if such contract is not cancelable by Lessee on a maximum of ninety (90) days prior notice without penalty.

(d) Negotiate and enter into, on behalf of Lessee, concession agreements, leases, licenses and similar contracts for use by concessionaires, tenants, licensees and other intended users of the facilities at the Hotel, on the condition that Manager shall not, without the prior written consent of Lessee (which consent shall not be unreasonably withheld), enter into any agreement, lease, license or contract contemplated by this subsection that would bind Lessee for a period greater than one (1) year or that would obligate Lessee for an amount in excess of per year if such contract is not cancelable by Lessee on a maximum of ninety (90) days prior notice without penalty.

(e) To the extent within the control of Manager, obtain and keep in full force and effect, either in its own name on behalf of Lessee or in Lessee's name, as may be required by applicable laws, any and all new, renewal and additional licenses and permits necessary to enable Manager to operate the Hotel in accordance with applicable laws including, without limitation, those licenses and permits necessary for the sale of alcoholic beverages to be consumed on premises or sold in unopened containers at (i) the Hotel, (ii) any restaurant and lounge located within the Hotel, and (iii) any other usual and customary locations where alcoholic beverages are sold within the Hotel.

(f) Accord rooms to persons to whom such privileges are customarily accorded in the industry, including, without limitation, (i) employees of Manager's parent company, pursuant to its personnel policies and subject to space availability, and (ii) such employees of Lessee as Lessee may from time to time designate.

(g) Establish and revise, as necessary, administrative policies and procedures including, without limitation, policies and procedures for the control of revenue and expenditures, for the purchase of Operating Equipment, Operating Supplies and services, for the control of credit, and for the scheduling of maintenance.

(h) Procure, or arrange for the procurement of, as agent for Lessee, all replacement Operating Equipment and Operating Supplies necessary to maintain and operate the Hotel properly in the ordinary course of business.

(i) Make or install, or cause to be made or installed, in the name of Lessee, all normal capital repairs, decorations, renewals, revisions, alterations, rebuilds, replacements, additions, and improvements in and to the Hotel building and FF&E, in the ordinary course of business, that Manager deems necessary or appropriate for the proper operation and maintenance of the Hotel, on the condition that such items are contemplated by the Annual Business Plan for such Fiscal Year in which such action is taken.

(j) Arrange and contract for all advertising and promotion of the Hotel which Manager in its reasonable discretion deems necessary or appropriate for the operation of the Hotel.

(k) Open and maintain the Agency Account as required by this Agreement.

(l) Prepare and deliver to Lessee the Annual Business Plans and Financial Statements, and such other information as required by this Agreement.

(m) Plan, execute and supervise repairs and maintenance at the Hotel; provided, however all related capital expenditures in the aggregate in excess of \_\_\_\_\_ shall be implemented by Lessee.

(n) Provide the Group Services.

(o) Procure and maintain insurance in accordance with Article XI.

(p) Keep Lessee advised as to all major policy matters affecting the Hotel.

(q) To the extent within the control of Manager, operate the Hotel in compliance with the Franchise Agreement and the Mortgage. Manager shall notify Lessee within five (5) business days of any notice of violations of the Franchise Agreement or the Mortgage received by Manager.

(r) Conduct such other operations from time to time as may be required under this Agreement.

Section 4.2 Authority of Manager. Except as otherwise specifically set forth in this Agreement, (i) the management and operation of the Hotel shall be under the exclusive supervision and control of Manager and (ii) Manager shall have reasonable discretion and control, free from unreasonable interference, interruption or disturbance, in all matters relating to management and operation of the Hotel. To the extent Manager can deliver any of its functions more efficiently by outsourcing such functions to a third party, Manager shall have the option, at its sole discretion, to outsource such functions.

Section 4.3 Employees.

(a) Except as otherwise set forth in this Agreement, Manager shall have absolute discretion and control over all personnel matters and personnel employed at the Hotel (the employees being employees of Manager) including, without limitation, decisions regarding hiring, promoting, transferring, compensating, supervising, terminating, directing and training all employees at the Hotel, and, generally, establishing and maintaining all policies, including, without limitation, compensation and benefits, relating to employment. All such personnel matters shall be handled in a manner consistent with the Annual Business Plan and approved Operating Budget. Lessee shall not directly exercise any authority over or interfere with any personnel employed at the Hotel except that the Lessee shall have the right to approve the hiring of the hotel general manager, such approval not to be unreasonably withheld, conditioned or delayed.

(b) Lessee shall reimburse Manager for the monthly salary, payroll taxes and fringe benefits under the Manager's Benefit Plans of all personnel employed by Manager and located full time at the Hotel. Lessee acknowledges that it has reviewed and approved Manager's Benefit Plans. Lessee shall also reimburse Manager for all out-of-pocket costs and expenses incurred when the general manager and/or department heads of the Hotel attend meetings, functions, training sessions or conventions deemed advisable by Manager including, without limitation, travel, program and materials costs.

(c) Since the general manager of the Hotel may need to reside temporarily at the Hotel and be available full-time to perform properly the duties of his employment, he may receive at Manager's discretion, and in accordance with Manager's personnel policies, free of charge and in addition to his salary, free room and board and reimbursement for any expenses which he may reasonably incur in the performance of his duties.

(d) Lessee agrees that during the Term and for one year thereafter it shall not directly or indirectly hire, employ, retain, contract or in any manner become associated with, any present or previous employee of Manager who served as general manager, assistant general manager, controller or director of sales and marketing at the Hotel or Manager's corporate level employees at any time.

Section 4.4 Litigation. Without Lessee's prior written consent, Manager may initiate, settle or otherwise dispose of litigation relating to the Hotel where the claim asserted is less than or equal to                      Manager shall not initiate, settle or otherwise dispose of litigation relating to the Hotel in excess of                      per claim without Lessee's prior written consent. Notwithstanding the foregoing, nothing shall limit Manager's ability to defend, settle or otherwise dispose of litigation against Manager in its individual capacity and not as an agent of Lessee.

Section 4.5 Lessee's Right of Inspection and Review. Manager shall permit Lessee and its duly authorized agents and representatives, upon reasonable notice, the right to enter upon any part of the Hotel at all reasonable times for the purpose of examining or inspecting the Hotel, its records, or operation or any other purpose which Lessee, in its reasonable discretion, shall deem advisable.

Section 4.6 Standards. Manager shall operate the Hotel and all its facilities and activities in the same manner as is customary and usual in the operation of similar hotels in the area of the Hotel and for other franchises for properties of similar brand, age and construction, all

to the extent consistent with the Annual Business Plan, Operating Budget and the Hotel's facilities. Manager will be available to consult with and advise Lessee, at Lessee's reasonable request, concerning all policies and procedures affecting all phases of the conduct of business at the Hotel. Manager shall be available on not less than a monthly basis to discuss the operating results of the Hotel.

## ARTICLE V OPERATING EXPENSES PAID BY OWNER

Section 5.1 Expenses Incurred by Manager on Behalf of Lessee. All actions of Manager in the performance of its obligations, all expenses incurred under this Agreement including, without limitation, all payroll, Benefit Plans and payroll related expenses of the Hotel's employees, shall be for and on behalf of Lessee and for its account, and all debts and liabilities arising in the course of business of the Hotel including, without limitation, any and all costs related to claims by employees of the Hotel concerning their employment, shall be the obligation of Lessee, and Manager shall not be liable for any of such expenses, debts, liabilities and obligations by reason of its direction, management, supervision and operation of the Hotel on behalf of Lessee. Neither Manager nor any of its Affiliates shall be obligated to advance any of its own funds to or for the account of Lessee or the Hotel, or to incur any liability on behalf of Lessee or the Hotel unless Lessee shall have furnished Manager with funds necessary for the discharge thereof prior to incurring such liability. Lessee shall indemnify, defend and hold Manager harmless from and against all loss, costs, liability, and damage (including, without limitation, attorneys' fees and expenses) arising from Lessee's failure to pay such debts and liabilities; and the provisions of this Section 5.1 shall survive any termination of this Agreement.

Section 5.2 Professional Services. Manager may hire independent contractors to provide such legal, accounting and other professional services as Manager deems necessary or appropriate in the ordinary course of business.

Section 5.3 Contracts with Affiliates. Manager may, on behalf of Lessee, contract with Affiliates of Manager for any services which are customarily provided to the Hotel or comparable properties by third party vendors, on the condition that (i) Lessee has approved the contract or agreement, or (ii) the fees charged or the terms of any such contract with Manager's Affiliate are competitive with the fees and terms which could be obtained from an unaffiliated third party and such contract is cancelable by Lessee on a maximum of ninety (90) days prior notice without penalty. All fees payable to Manager or its Affiliates pursuant to any such contract shall be in addition to the Management Fee.

Section 5.4 Reimbursable Expenses. Manager may reimburse itself consistent with the terms of this Agreement for the payroll expense of any employee of Manager or an Affiliate of Manager who is performing a necessary job function including general manager, assistant manager, director of sales, sales manager and controller, on behalf of the Hotel or Lessee that is otherwise vacant. Manager may also reimburse itself for reasonable third party out of pocket costs and expenses incurred by Manager, Manager's Affiliates or personnel of Manager's Affiliates, as the case may be, in the course of Manager fulfilling the duties described in this Agreement including, without limitation, charges for telephone, reproduction, postage and delivery, Group Services, attendance at training programs and travel expenses.

## ARTICLE VI COMPLIANCE WITH LAWS

Section 6.1 Compliance by Manager. Manager shall use its reasonable efforts to comply with and abide by all applicable Laws relating to the operation of the Hotel, including without limitation all laws relating to employment, on the condition that Manager shall have the right, but not the obligation, in its reasonable discretion, to contest or oppose, by appropriate legal proceedings, the validity or applicability of any Laws. If Manager contests or is in non-compliance with any Law, Manager shall indemnify and hold harmless Lessee from and against and loss, cost, damage expense and including without limitation, attorneys' fees as a result of such contest or non-compliance.

Section 6.2 Compliance by Lessee. Lessee shall use its reasonable efforts to comply with and abide by all applicable Laws relating to the ownership and operation of the Hotel, on the condition that Lessee shall have the right to contest or oppose, by appropriate legal proceedings, the validity or applicability of any Laws and postpone compliance therewith pending the determination of such contest, if so permitted by law and not detrimental to the operation of the Hotel. If Lessee contests or is in non-compliance with any Law, Lessee shall indemnify and hold harmless Manager from and against any loss, cost, damage and expense (including without limitation, attorneys' fees), as a result of such contest or non-compliance.

## ARTICLE VII AGENCY ACCOUNT, OPERATING FUNDS AND CAPITAL RESERVE FUND

Section 7.1 Agency Account. All monies received by Manager in the operation of the Hotel, including the Operating Funds furnished by Lessee, shall be deposited in one or more accounts (collectively, the "Agency Account") in Manager's name, as agent of Lessee, in the bank or similar institution recommended by Manager. Such monies shall not be commingled with any other funds of Manager. Withdrawals from the Agency Account shall be made only by representatives of Manager specifically authorized by Manager to make such withdrawals. All payments made by Manager under this Agreement shall be made from the Agency Account.

Section 7.2 Operating Funds. Until the first Annual Business Plan is approved, Lessee shall maintain cash in the Agency Account in an amount reasonably estimated by Manager to be sufficient to properly operate the Hotel. Thereafter, Lessee shall maintain cash in the Agency Account pursuant to each Annual Business Plan sufficient in amount to properly operate the Hotel ("Operating Funds"). If, at any time during the Term, the Operating Funds shall fall below the Required Minimum Amount, Lessee shall deposit into the Agency Account, on or before three (3) days after receipt of written notice from Manager of such shortfall, additional funds in an amount necessary to bring the Operating Funds up to the Required Minimum Amount. Subject to the requirements of the Operating Budget for such Fiscal Year, any Operating Funds in the Agency Account in excess of the Required Minimum Amount, shall be distributed to Lessee on a quarterly basis.

Section 7.3 Payment of Operating Expenses. Manager shall pay all ordinary operating expenses of the Hotel consistent with this Agreement and the approved Operating Budget, or

approved by Lessee, out of Operating Funds including, without limitation, (i) any and all compensation and other benefits paid to employees of Manager at the Hotel, and (ii) any and all fees or compensation of any kind due Manager pursuant to this Agreement, all in accordance with the provisions of this Agreement. Manager shall not be required to make any advance or payment to or for the account of Lessee except out of the Operating Funds, and Manager shall not be obligated to incur any liability or obligation on behalf of Lessee.

## **ARTICLE VIII BOOKS, RECORDS AND FINANCIAL STATEMENTS**

### **Section 8.1    Accounting System.**

(a)     Manager shall keep full and adequate books of account and other records (collectively, the "Books and Records") as are necessary to reflect all expenses, fees, costs and the results of the operation of the Hotel on an accrual basis, all substantially in accordance with the Uniform System. In maintaining the Books and Records for the Hotel, Manager shall use the standard practices it follows with respect to similar facilities managed by Manager. Manager may perform accounting services at the Hotel, Manager's parent company corporate office, or such other location where Manager performs centralized accounting services. Manager reserves the right to enter into a contract with a qualified independent third party for payroll and other accounting services if Manager reasonably determines that it would be more efficient to do so and it is consistent with the approved Operating Budget. Except for such Books and Records as Manager may elect to keep at its parent company corporate office or other suitable location, Manager shall keep the Books and Records at the Hotel and make them available to Lessee and its representatives at all reasonable times for examination, audit, inspection and transcription.

(b)     Manager's obligation under this Article VIII is contingent upon Lessee providing acceptable accounting hardware and software to Manager. Manager shall use its accounting software and the Lessee shall provide its property based management systems, but these systems must be coordinated to function with the Lessee's existing systems. If Manager reasonably determines that the current accounting equipment or property based management software at the Hotel is inadequate to perform the required accounting and management functions, Manager shall so notify Lessee and recommend such necessary hardware and software for purchase or lease by Lessee. In making its determination of the adequacy of software and hardware Manager shall make reasonable efforts to use off the shelf software such as Excel and Word and existing hardware. Lessee, or Manager on Lessee's behalf, shall purchase or lease to the extent consistent with the approved Operating Budget such necessary hardware and software within thirty (30) days after Manager delivers such notice.

(c)     All Books and Records including, without limitation, books of accounts, guest records and front office records, but excluding personnel files and payroll records, shall at all times be the property of Lessee. Upon termination of this Agreement, all Books and Records, except for personnel files and payroll records, shall be turned over to Lessee to ensure the orderly continuation of the operation of the Hotel, on the condition that the Books and Records shall thereafter be available to Manager and its representatives at all reasonable times by appointment for inspection, audit, examination and transcription.

Section 8.2 Financial Statements. Manager shall deliver Financial Statements to Lessee: (i) within twenty (20) days after the end of each Accounting Period, (ii) within thirty (30) days after the end of each calendar quarter and (iii) within sixty (60) days after the end of each Fiscal Year. Manager shall also deliver preliminary financial statements within thirty (30) days after the end of each Fiscal Year. All financial statements shall be in form and substance acceptable to and the Financial Statement shall include the following information Lessee (the "Financial Statement"):

- (a) A balance sheet as of the last day of the applicable period;
- (b) A consolidated income and expense statement for the applicable period and comparing the current period performance with the Operating Budget and previous year performance (if available);
- (c) An income and expense statement by department showing results of Hotel's operation for the applicable period and comparing the current period performance with the Operating Budget and previous year performance (if available);
- (d) Gross Revenues and/or distributions thereof during the applicable period;
- (e) Payments (and calculations upon request) of any Management Fee during the applicable period; and
- (f) Such other reports as Lessee may reasonably request.

The Financial Statements shall be determined from the Books and Records. Any disputes as to the contents of any Financial Statement or any accounting matter hereunder shall be determined by an independent certified public accountant to be agreed upon by both parties, whose decision shall be final and conclusive as to both Manager and Lessee.

Section 8.3 Initial Accounting Records. Lessee shall provide Manager with opening balance sheet entries for Manager's use within twenty (20) days after the Effective Date. Manager shall not be responsible for any reconstruction of accounting records prior to the Effective Date. Lessee acknowledges that Manager has no knowledge of and cannot certify the accuracy of any historical financial information provided to Manager by Lessee.

## **ARTICLE IX ANNUAL BUSINESS PLAN**

### **Section 9.1 Preparation of Annual Business Plan.**

(a) Manager shall, on or before sixty (60) days after the Effective Date, prepare and submit to Lessee for its approval, which approval shall not be unreasonably withheld, the initial Annual Business Plan for the first Fiscal Year of operation of the Hotel under this Agreement. Thereafter, at least thirty (30) days prior to the end of each subsequent Fiscal Year, Manager shall submit to Lessee for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, an Annual Business Plan for the succeeding Fiscal Year.



(b) Each Annual Business Plan shall include without limitation the following, all in reasonable detail and, where appropriate, with the basis for all assumptions expressly set forth: (i) an Operating Budget; (ii) a marketing plan; (iii) a cash flow forecast; and (iv) a budget for capital improvements and fixed asset additions.

(c) Lessee shall review the Annual Business Plan and either approve or notify Manager of any objections to the Annual Business Plan in writing on or before twenty (20) days after Lessee's receipt thereof. If Lessee fails to deliver written notice of disapproval of any proposed Annual Business Plan within such twenty (20) day period, Lessee shall be deemed to have approved the Annual Business Plan as submitted by Manager.

Section 9.2 Annual Business Plan Disputes. If Lessee objects to all or any part of a proposed Annual Business Plan, Lessee shall deliver written notice to Manager setting forth the specific objections of Lessee to the Annual Business Plan, and Manager and Lessee shall in good faith negotiate a mutually satisfactory Annual Business Plan. Except with respect to the initial Annual Business Plan, if Manager and Lessee are unable to resolve disputes over an Annual Business Plan prior to commencement of the applicable Fiscal Year, then, until resolved, the amount of the disputed items shall be the actual amount expended for such items during the preceding Fiscal Year, adjusted for a full twelve months of operation and as such amount may be adjusted to reflect changes in the CPI. If Manager and Lessee are unable to agree on the initial Annual Business Plan, Manager shall manage, operate and maintain the Hotel in accordance with its sound business judgment until agreement is reached. In the event that Manager and Lessee cannot resolve their disputes hereunder, either Manager or Lessee may request Arbitration under Section 17.13.

### Section 9.3 Deviations from Annual Business Plan.

(a) Upon approval by Lessee of an Annual Business Plan, Manager shall use reasonable efforts to manage, operate and maintain the Hotel for the subsequent Fiscal Year in accordance with the Annual Business Plan and attempt to adhere thereto, as nearly as practicable, on the condition that if Manager shall be unable, with the exercise of reasonable due diligence and commercially reasonable efforts to comply with the approved Annual Business Plan, such inability shall not constitute a default under this Agreement.

(b) Manager shall be authorized to take appropriate remedial action without receiving Lessee's prior consent (i) in an emergency threatening the Hotel, its guests, invitees or employees, (ii) if expenditures are necessary to satisfy a legal requirement or (iii) if the continuation of the given condition will subject Manager and/or Lessee to civil or criminal liability, and Lessee has either failed to remedy the situation or has failed to take appropriate legal action to stay the effectiveness of any Laws. In such an event, Manager shall cooperate with Lessee in the pursuit of any such action and shall have the right to participate therein.

(c) Lessee acknowledges that any approved Annual Business Plan is a reasonable estimate only and that any projections set forth in the Annual Business Plan are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond Manager's reasonable control and that such projections are not to be construed as a guaranty by Manager of the actual results of operations to be obtained.



## ARTICLE X MANAGEMENT FEE AND EXPENSES

Section 10.1 Management Fee. In consideration of the hotel management services performed during the Term, Lessee shall pay to Manager, after Lessees' receipt of each monthly Financial Statement, a Management Fee equal to four percent (4.0%) of the applicable month's Gross Revenues.

Section 10.2 Other Fees. In addition to the Management Fee, Lessee shall pay to Manager (i) a revenue management fee of \_\_\_\_\_ per month initially and (ii) an accounting fee of \_\_\_\_\_ per month initially. Each of the Revenue Management Fee and the Accounting Fee are subject to an annual CPI Adjustment upon the approval of Lessee, which approval will not be unreasonably withheld.

Section 10.3 Payment of Fees. Manager is authorized to withdrawal any sums due Manager under this Agreement (including, without limitation, the Management Fee, Revenue Management Fee, Accounting Fee and any other fees) from the Operating Funds. In the event the Operating Funds are not sufficient to pay any amounts due Manager in full, Lessee shall pay to Manager any deficiency within ten (10) days after receipt of Manager's written request therefor. The Manager may decide, in its sole discretion, to be paid an amount less than the total amounts to which it is entitled with respect to any fee, and the excess amount that is not paid, in the Manager's sole discretion, may be waived permanently or, as applicable, deferred or accrued, without interest, to be paid at a later point in time.

Section 10.4 Termination Fee. Lessee and Manager acknowledge and agree that, in the event of a termination of this Agreement, the Manager's damages would be difficult or impossible to determine, including, without limitation, damages from the loss of the Management Fee and other revenue under this Agreement, harm to Manager's reputation, loss of goodwill, disruption of operations, loss of contributions to budgeted system expenses and loss of a hotel with strategic significance to Manager's system. Given the inherent uncertainty as to the measure of such damages and the parties' desire to establish a methodology for the calculation of damages, Lessee and Manager agree that Manager shall be entitled to receive a termination fee as calculated below if this Agreement is terminated by Manager as a result of a Termination Event pursuant to Section 12.1(b). The "Termination Fee" will be equal to the projected Management Fees that would have been due to Manager during the 12 months following the termination (or until the date on which the Term would have expired if shorter) based on the pro forma projections for the Hotel during such time period.

Section 10.5 Reimbursement of Expenses. Lessee shall be responsible for the payment of all costs and expenses incurred by the Hotel through the actions of Manager pursuant to this Agreement. Lessee shall reimburse Manager within thirty (30) days after Lessee receives written notice from Manager for any debts and expenses relating to the Hotel that Manager has paid. Nothing contained in this Agreement shall be deemed to require Manager to advance any funds on behalf of the Hotel or Lessee.

Section 10.6 Construction Management Fee. Lessee and Manager agree that any non-routine renovation or remodeling programs, including any renovations as part of the Property

Improvement Plan ("PIP"), will be done by Lessee, but if Lessee requests that such programs be supervised by Manager those services are beyond the scope of this Agreement, and, if such services are requested by Lessee, Manager shall be entitled to charge Lessee a Construction Management Fee of up to \_\_\_\_\_ total development budget paid to PHG II or its designated affiliate or assign for coordination, oversight, and execution of such non-routine renovation, remodeling, or PIP programs at the Hotel in the aggregate in excess of \_\_\_\_\_ inclusive of all soft goods.

## ARTICLE XI INSURANCE, DAMAGE AND CONDEMNATION

### Section 11.1 Property and Operational Insurance.

(a) Manager shall, throughout the Term, procure and maintain, with insurance companies reasonably acceptable to Lessee, a minimum of the following insurance:

(i) Workers' compensation insurance for Hotel employees, as required by applicable Laws;

(ii) Employer's liability insurance and employment-related practices insurance covering all Hotel employees, in each case with such deductible limits as are agreed upon by Lessee and Manager;

(iii) Crime/fidelity bonds, in amounts and with deductible limits as are agreed upon by Lessee and Manager, covering Hotel employees with job classifications which Lessee reasonably requests be bonded; and

(iv) Crime insurance insuring Manager and Lessee against intentional or negligent acts or omissions of Manager or Hotel employees, such insurance to be in such amounts, with such carriers, and under such policies, as are agreed upon by Lessee and Manager.

(b) Lessee, or Manager on behalf of Lessee, at Lessee's sole discretion, shall, throughout the Term, procure and maintain, with insurance companies reasonably acceptable to Manager, a minimum of the following insurance:

(i) Comprehensive General Public Liability insurance (including protective liability coverage on operations of independent contractors engaged in maintenance and non-structural renovations or management, blanket contractual liability insurance, liquor law legal liability insurance, and products liability insurance), on an "occurrence" basis for the benefit of Lessee and Manager against claims for "personal injury" liability, including, without limitation, bodily injury, death, or property damage liability, with a limit of not less than

per occurrence and in the aggregate in the event of "personal injury" to any number of persons or damage to property arising out of any one occurrence, Commercial Automobile Liability insurance coverage against liability for bodily injuries or property damage arising out of the use by or on behalf of Lessee or Manager of any owned, non-owned, or hired automotive equipment for a limit not less than that specified above and, if applicable, providing garage keeper's legal liability insurance; such insurance may be furnished via the combination of a primary and an umbrella/excess liability policy or policies (which shall include per location aggregate endorsement);

(ii) Real and personal property insurance on the "Special Causes of Loss Form" (formerly "All Risk" form) in an amount not less than 100% of the full replacement cost thereof (as defined below), with all coinsurance waived including standard extended coverage endorsements in reasonable sublimits and deductibles as determined by Lessee and consistent with local market conditions. The term "full replacement cost" as used herein shall mean the actual replacement cost of the Hotel without regard to depreciation. In the event Lessee believes that full replacement cost (the then-replacement cost less such exclusions) has increased or decreased at any time, it shall have the right to have such full replacement cost re-determined;

(iii) Insurance against loss or damage from explosion of boilers, pressure vessels, pressure pipes and sprinklers, to the extent applicable, installed in the Hotel;

(iv) At Lessee's option, insurance on the Hotel (including contents) against loss or damage by earth movement, with deductible limits approved by Manager, in an amount to be reasonably determined by Lessee consistent with local market conditions;

(v) At Lessee's option, insurance on the Hotel (including contents) against loss or damage by flood, with deductible limits approved by Manager, in an amount to be reasonably determined by Lessee consistent with local market conditions;

(vi) Business interruption insurance covering loss of profits and necessary continuing expenses for a period of at least eighteen (18) months and for an extended period of indemnity of 365 days, with such deductible limits as are approved by Manager; and

(vii) Such other insurance in amounts as may be required under the Loan Agreements or as Lessee and Manager agree should be obtained for protection against claims, liabilities and losses arising out of or connected with the operation of the Hotel.

#### Section 11.2 General Insurance Provisions.

(a) All policies of insurance required under Section 11.1 shall be carried in the name of Manager and Lessee as named or additional insureds, as applicable, with any Lender under the Loan Agreements named as an additional insured/loss payee, as applicable.

(b) All insurance described in Section 11.1 may be obtained by Lessee or Manager, as the case may be, by endorsement or equivalent means under its blanket insurance policies, provided that such blanket policies are satisfactory to and approved by Manager and Lessee in their reasonable determination. All premiums, costs and expenses shall be allocated among the properties participating under any such blanket insurance program in accordance with generally accepted underwriting standards.

(c) To the extent permitted under Laws, each Party releases the other Party and its Affiliates, and their respective shareholders, partners, members, directors officers, employees and agents, from all liability, damage, loss, cost and expense incurred by the releasing Party (whether or not due to the negligence or other acts or omissions of the persons or entities released) to the extent such liability, damage, loss, cost or expense is paid to the releasing Party by an insurer under any insurance policy. Each Party that is obligated to obtain insurance coverage under this

Agreement shall obtain a waiver of subrogation endorsement to such insurance policy to effect the provisions of this Section 11.2(c).

(d) If Lessee at any time deems the limits and/or retentions of the coverages outlined in Section 11.1 to be either excessive or insufficient, Lessee and Manager shall endeavor in good faith to agree in writing on the proper and reasonable limits for such insurance to be carried and such insurance shall thereafter be carried with the limits and/or retentions thus agreed on until further change pursuant to the provision of this Agreement.

### Section 11.3 Policies and Endorsements.

(a) The party procuring insurance hereunder shall deliver to the other party certificates of insurance with respect to all policies so procured, including existing, additional and renewal policies and, in the case of insurance about to expire, shall deliver certificates of insurance with respect to the renewal policies prior to the respective dates of expiration.

(b) All policies of insurance provided for under Section 11.1 shall, to the extent obtainable, have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days' prior written notice (ten (10) days for non-payment of premiums) to Lessee, Manager and Lender under any Loan Agreements.

### Section 11.4 Damage and Repair.

(a) If, during the Term of this Agreement, the Hotel is damaged or destroyed by fire, casualty or other cause, Lessee may, at its costs and expense and consistent with any loan documents secured by the Hotel, with all reasonable diligence repair or replace the damaged or destroyed portion of the Hotel to at least the same condition as existed previously. Manager shall have the right to discontinue operating the Hotel to the extent it deems necessary to comply with applicable Laws or as Manager reasonably deems necessary for the safe and orderly operation of the Hotel. If Manager elects to discontinue operating the Hotel during any period of repair and rebuilding or if the Hotel is otherwise not fully operable and Manager continues operating the Hotel in a limited capacity, Lessee shall pay Manager (from the proceeds of business interruption insurance or from Operating Funds), each month until the Hotel is fully operational, an amount equal to one-twelfth (1/12) of the total Management Fee paid to Manager for the twelve (12) months immediately preceding the damage or destruction or, if Manager has managed the Hotel for less than twelve (12) months preceding the damage or destruction, an amount equal to the monthly average of the Management Fee projected to be paid to Manager for the first Fiscal Year, as set forth in the initial Annual Business Plan. To the extent available proceeds from the insurance described in this Agreement shall be applied to such repairs or replacements.

(b) If damage or destruction to the Hotel from any cause will, in Manager's reasonable opinion, materially and adversely affect the operation of the Hotel, and Lessee fails to promptly commence and complete any required repairing, rebuilding or replacement of the same so that the Hotel shall be substantially the same as it was prior to such damage or destruction, Manager may, at its option, terminate this Agreement upon thirty (30) days prior written notice to Lessee, and Lessee shall have no further liability hereunder except for costs, expenses and fees that have accrued prior to the date of such termination.

### Section 11.5 Condemnation.

(a) If all or substantially all of the Hotel shall be taken in any eminent domain, condemnation, compulsory acquisition, or similar proceeding by any competent authority for any public or quasi-public use or purpose, or if a portion of the Hotel shall be so taken so that it is unreasonable to continue to operate the Hotel in accordance with the standards required by this Agreement, this Agreement shall terminate, and Lessee shall have no further liability hereunder except for costs, expenses and fees that have accrued prior to the date of such termination.

(b) If all or substantially all of the Hotel shall be taken by the events described in subsection 11.5(a), but the effect is of a temporary nature, then Lessee shall pay Manager (from the proceeds of the award for such temporary taking or from Operating Funds), each month until the Hotel is fully operational, an amount equal to one-twelfth (1/12) of the total Management Fee paid to Manager for the twelve (12) months immediately preceding the taking or, if Manager has managed the Hotel for less than twelve (12) months preceding the taking, an amount equal to the monthly average of the Management Fee projected to be paid to Manager for the first Fiscal Year, as set forth in the initial Annual Business Plan. To the extent available, any award for the taking or condemnation as shall be necessary to render the Hotel equivalent to its condition prior to such event may be used for such purposes.

(c) If any partial or complete taking or condemnation will, in the Manager's reasonable opinion, materially and adversely affect the safe and orderly operation of the Hotel, Manager may, at its option, terminate this Agreement upon thirty (30) days prior written notice to Lessee and neither Lessee nor Manager shall have any further liability to the other and Lessee shall have no further liability hereunder except for costs, expenses and fees that have accrued prior to the date of such termination.

Section 11.6 Force Majeure. If act of God, acts of war, acts of terrorism, civil disturbance, labor strikes, governmental action, including, without limitation, the revocation or denial of any license or permit necessary for the operations contemplated in this Agreement where such revocation or denial is not due to Manager's fault, increases in minimum wage or benefit requirements, or any other causes beyond the control of Manager, will, in Manager's reasonable opinion, materially and adversely affect safe and orderly operation of the Hotel, then Manager may, at its option, terminate this Agreement upon thirty (30) days prior written notice to Lessee and neither Lessee nor Manager shall have any further liability to the other under this Agreement.

## ARTICLE XII TERMINATION

Section 12.1 Right of Termination. This Agreement may be terminated: (a) by mutual written agreement of Manager and Lessee; (b) by the non-defaulting party, upon 30 days' prior written notice to the defaulting party, if a Termination Event occurs; (c) by either party in the event of a complete disposition of the fee interest of the Hotel to an unaffiliated third party in an arm's length transaction; (d) by the Lessee upon the termination of the Master Lease; (e) by either party upon 45 days' prior written notice to the other party; or (f) as otherwise expressly set forth in this Agreement.

Section 12.2 Termination Events. As used herein, the term "Termination Event" shall mean the occurrence of any of the following events:

(a) The failure by either party to keep, observe, or perform any material representation, warranty, covenant, agreement, term, condition or provision to be kept, observed, or performed by such party including, without limitation, the failure to pay to the other party any sums as and when they become due hereunder, and such default shall continue uncured either (i) for a period of thirty (30) days after the defaulting party's receipt of written notice thereof from the non-defaulting party, or, unless related to payment of sums due hereunder, for which the following shall not apply, (ii) for a period no longer than sixty (60) days if the defaulting party is diligently attempting to cure such default but such default cannot be cured for reasons beyond the power of the defaulting party.

(b) The failure by Lessee to maintain the Required Minimum Amount in the Agency Account, and such default shall continue uncured for a period of fifteen (15) days after receipt of notice of such failure from Manager.

(c) The making by either party of a general assignment for the benefit of creditors; or a petition of application by either party to any tribunal for the appointment of a trustee, custodian, receiver or liquidator of all or substantially all of its business, estate or assets; or the commencement by either party of any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect.

(d) The entering of an order appointing a trustee, custodian, receiver or liquidator of all or substantially all of the assets of either party, and such order shall remain in effect for more than ninety (90) days.

(e) The failure by either party to generally pay its debts as they become due or the suffering by either party of any writ of attachment or execution or any similar process to be issued or levied against it or any substantial part of the Property which is not released, stayed, bonded or vacated within ninety (90) days after its issue or levy.

(f) The gross negligence, willful misconduct or fraud by either party.

Section 12.3 Remedies. Upon a Termination Event by Manager, the sole remedy of Lessee shall be to terminate this Agreement without the payment of any Termination Fee to Manager; except that Lessee shall be able to seek actual damages and/or equitable relief in the event that (i) Manager solely causes a default under a Franchise Agreement or (ii) Manager commits a crime or intentional tort, as the case may be. Notwithstanding the foregoing, Lessee and Manager each waive and agree that they shall have no right to seek or recover consequential or punitive damages upon any breach or default under this Agreement.

Section 12.4 Payment of Outstanding Fees and Expenses. The termination of this Agreement for any reason shall not relieve any party of any accrued but unpaid payment obligations to the other party, and all accrued fees and expenses shall be paid in full on or before the Termination Date including, without limitation, the Termination Fee (if applicable).

Section 12.5 Rebates and Discounts. Because of its purchasing power derived through its operations of its own hotels, its management of the Hotel and its management or franchising of other hotels, Manager and/or its affiliates may from time to time negotiate rebates and discounts from the vendors of certain products and services for multiple hotels. Manager is not required to allocate any such rebates or discounts to the Hotel.

Section 12.6 Post-termination. For a period of thirty (30) days after the Termination Date, Manager shall reasonably cooperate with Lessee in the transition and orderly transfer of management of the Hotel to Lessee or Lessee's designated agent and Lessee shall reimburse Manager for all costs and expenses incurred by Manager in connection with its post-termination obligations hereunder. Manager shall prepare a final accounting of Hotel operations and disburse to Lessee funds held by Manager on behalf of Lessee, less a reserve determined by Manager in its reasonable discretion for accrued and estimated contingent liabilities and estimated outstanding insurance claims or obligations. Manager shall assign operating licenses used in the operation of the Hotel, issued in the name of Manager, to Lessee. In the event licenses are not assignable, Manager shall reasonably cooperate with Lessee to cause such licenses to be reissued in the name of Lessee or Lessee's new manager.

### ARTICLE XIII REPRESENTATIONS AND COVENANTS

Section 13.1 Mutual Representations and Warranties. Lessee and Manager each represent and warrant as to itself, as applicable, that (a) all Recitals and representations in this Agreement are true and correct; (b) each of Manager and Lessee are duly formed or organized, validly existing and in good standing under applicable Laws; (c) all requisite company, partnership or corporate action has been taken to permit each of Manager and Lessee to enter into this Agreement and to carry out the terms hereof; (d) the manager, officer or partner signing this Agreement is authorized to do so; and (e) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any Laws, (ii) result in or constitute a breach or default under any indenture, contract or other commitment or restriction to which Manager or Lessee is a party or by which either is bound, (iii) require any consent, vote or approval which has not been obtained, or (iv) result in the creation or imposition of any lien or encumbrance upon the Hotel or breach any instrument affecting the Hotel.

Section 13.2 Lessee's Representations, Warranties and Covenants. Lessee represents, warrants and covenants to Manager as follows:

(a) Lessee has full power and authority to enter into this Agreement, and Lessee's execution shall not breach any instrument affecting the Hotel.

(b) The Hotel is zoned for use as a hotel and all necessary governmental and other permits and approvals for such use and for the food and beverage (including the sale and service of alcoholic beverages) operations of the Hotel have been obtained and are in full force and effect.

(c) Lessee has, and throughout the Term of this Agreement shall maintain, a valid leasehold interest in the Hotel and shall own or lease the FF&E and Operating Equipment,



free and clear of all liens and encumbrances except those that do not materially affect the operation of the Hotel by Manager.

(d) During the Term of this Agreement, Lessee shall use its best efforts to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations to be made, kept, observed or performed by Lessee under any lease, license, franchise, concession, Mortgage or other agreement or security instrument with respect to the Hotel, and shall keep such agreements and instruments in full force and effect.

(e) Manager, so long as it is not in default under this Agreement, shall have the right to peacefully and quietly possess, manage and operate the Hotel during the Term of this Agreement, but only in accordance with the terms of this Agreement, and Lessee, shall, at its sole expense, undertake to assure such peaceful and quiet possession by Manager unless Lessee is unable to do so because of the acts of Manager, its employee or agent.

Section 13.3 Manager's Representations, Warranties and Covenants. Manager represents, warrants and covenants to Lessee as follows:

(a) Manager has full power and authority to enter into this Agreement, and Lessee's execution shall not breach any instrument affecting the Hotel.

(b) During the Term, Manager shall use its best efforts to pay keep, observe and perform all payments, terms, covenants, conditions and obligations to be made, kept, observed or performed by Manager under any lease, license, franchise, concession, Mortgage or other agreement or security instrument with respect to the Hotel, and shall keep such agreements and instruments in full force and effect.

#### **ARTICLE XIV ASSIGNMENT**

Section 14.1 Assignment by Lessee. Except in connection with a sale of Hotel pursuant to Section 14.3, Lessee shall not assign or transfer or permit the assignment or transfer of this Agreement or any of Lessee's rights and obligations hereunder without the prior written consent of Manager, on the conditions that (i) Lessee may assign this Agreement without Manager's consent to any Affiliate of Lessee or to any successor or assign that may result from the merger, consolidation or reorganization of Lessee or its Affiliate provided that any such assignee shall assume and agree in writing to be bound by all of the terms and subject to all of the conditions set forth in this Agreement, and (ii) Lessee shall not be released from its obligations hereunder without Manager's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall deliver to Manager a copy of any instrument of assignment.

Section 14.2 Assignment by Manager. Manager shall not assign or transfer or permit the assignment or transfer of this Agreement or any of Manager's rights and obligations hereunder without the prior written consent of Lessee, on the conditions that (i) Manager may assign this Agreement without Lessee's consent to any Affiliate of Manager or to an entity under the control of the then-current senior executives of Manager or to any successor or assign that may result from the merger, consolidation or reorganization of Manager or its Affiliate or the sale of all or substantially all of the equity and/or assets of Manager, provided that any such assignee shall



assume and agree to be bound by all of the terms and subject to all of the conditions set forth in this Agreement, and (ii) Manager shall not be released from its obligations hereunder without Lessee's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Manager shall deliver to Lessee a copy of any instrument of assignment.

Section 14.3 Sale of Hotel. Upon a sale of the Hotel, the Agreement will terminate automatically and, notwithstanding anything to the contrary otherwise set forth herein, no Termination Fee shall be payable related thereto.

## ARTICLE XV TAXES

Section 15.1 Taxes. All Taxes accruing during the Term of this Agreement shall be paid by Lessee or by Manager, upon Lessee's request, from Operating Funds or funds provided by Lessee before any fine, penalty or interest is added thereto or lien is placed upon the Hotel, unless payment thereof is, in good faith, being contested by Manager and/or Lessee and enforcement thereof is stayed. Lessee may pay such Taxes in installments to the extent permitted by applicable Laws. If payment is to be made by Manager, Lessee shall promptly, after receipt, forward all notices of, and invoices for, the Taxes to Manager. If payment is made by Lessee, Lessee shall deliver to Manager, prior to the respective due dates, proof of payment of the Taxes. If Lessee fails to timely pay any Taxes, Manager may, but is not obligated to, pay such Taxes on Lessee's behalf from any available funds in the Agency Account, following which Lessee shall immediately replenish the Agency Account in the amount of the Taxes paid by Manager. Manager's responsibilities specifically exclude the preparation, filing or contesting of Taxes, unless requested by Lessee in writing, on the condition that the cost of such preparation, filing or protest shall be paid by Lessee. Lessee shall indemnify Manager from and against any costs, expenses, liabilities and claims relating to the payment or nonpayment of Taxes.

## ARTICLE XVI INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 16.1 Indemnification by Lessee. Except for liabilities incurred by Manager due to the gross negligence, willful misconduct or fraud of Manager, Lessee hereby indemnifies, defends and holds harmless Manager and its Affiliates and each of their respective officers, directors, shareholders, employees, representatives and agents (collectively, the "Manager Indemnitees"), from and against any and all losses, costs, damages, liabilities, claims, demands, actions and causes of action and expenses whatsoever (including, without limitation, reasonable attorneys' fees and court expenses), incurred by the Manager Indemnitees arising out of, as a result of, or in connection with operation of the Hotel including, without limitation, (i) the performance by Manager or its Affiliates of its services hereunder, including, without limitation, any and all obligations incurred relating to any agreements with third parties entered into by Manager or Lessee in connection with the management or operation of the Hotel and in accordance with this Agreement; (ii) any act or omission (whether or not willful, tortious, or negligent) of Lessee or any third party (except those for which Manager indemnifies Lessee); or (iii) any other occurrence related to the Hotel or Manager's duties under this Agreement (except those for which Manager indemnifies Lessee). Lessee may apply the proceeds of any available insurance to the payment of any claim under the indemnity set forth in this Section 16.1. The provisions of this Section 16.1

shall survive the expiration or termination of this Agreement and shall be binding upon Lessee's successors and assigns. The Manager Indemnitees shall not invoke this indemnity for anything to the extent covered by insurance or where the aggregate amount of the Manager Indemnitees' loss is less than

Section 16.2 Indemnification by Manager. Manager hereby indemnifies, defends and holds harmless Lessee, and its Affiliates and each of their respective officers, directors, shareholders, employees, representatives and agents (collectively, the "Lessee Indemnitees") from and against any and all actual losses, costs, damages, liabilities, claims, demands, actions and causes of action, and expenses whatsoever (including, without limitation, reasonable attorneys' fees and court expenses), incurred by Lessee Indemnitees as a result of (i) the fraud, willful misconduct or gross negligence of Manager and (ii) any action taken by Manager which is beyond the scope of Manager's authority under this Agreement. Manager may apply the proceeds of any available insurance to the payment of any claim under the indemnity set forth in this Section 16.2. The provisions of this Section 16.2 shall survive the expiration or termination of this Agreement and shall be binding upon Manager's successors and assigns. The Lessee Indemnitees shall not invoke this indemnity for anything to the extent covered by insurance or where the aggregate amount of the Lessee Indemnitees' loss is less than

Section 16.3 No Successor Liability. Notwithstanding anything herein to the contrary, neither Manager nor its Affiliates shall be liable as a successor employer or entity for any actions Lessee may have taken in the employer-employee relationship with Lessee's current or former employees or employees of Lessee's Affiliates or any previous manager of the Hotel before the Effective Date. Specifically, Manager shall not be liable or responsible in any manner for, and Lessee shall indemnify and hold Manager harmless from, any and all pending claims, lawsuits, actions (administrative or judicial), and unasserted claims or causes of action arising out of Lessee's ownership or operation of the Hotel, or employment of employees at the Hotel prior to the Effective Date.

## ARTICLE XVII MISCELLANEOUS

Section 17.1 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Laws, but if any provision of this Agreement shall be prohibited by or invalid under applicable Laws, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 17.2 No Waiver. The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

Section 17.3 Agency. The relationship of Lessee and Manager shall be that of principal and agent. Nothing contained in this Agreement shall be construed to create a partnership or joint

venture between them or their successors in interest. Neither party shall borrow money in the name of, or pledge the credit of, the other. Manager's agency established by this Agreement is coupled with an interest and may not be terminated by Lessee except in accordance with the terms hereof.

Section 17.4 Consents. Except as otherwise provided herein, whenever the consent or approval of Lessee or Manager is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Such consent or approval shall be in writing only and shall be duly executed by an authorized officer or agent of the party granting such consent or approval.

Section 17.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Lessee and Manager, and each party's successors and permitted assigns.

Section 17.6 Notices. Notices, statements and other communications to be given under the terms of this Agreement shall be in writing and personally delivered or sent by certified or registered mail or by Federal Express or other similar overnight mail service to the address for each party set forth below or at such other address as from time to time is designated by either party in writing. Notices, demands and requests which shall be served upon either party in the foregoing manner, shall be deemed served or given for all purposes hereunder at the time such notice, demand or request shall be personally delivered or received.

To Lessee:

PG Phoenix West Master Tenant, LLC  
One Alliance Center  
3500 Lenox Road, Suite 625  
Atlanta, GA 30326  
Attention: Kevin Cadin

To Manager:

Peachtree Hospitality Management, LLC  
One Alliance Center  
3500 Lenox Road, Suite 625  
Atlanta, GA 30326  
Attention: Mitul K. Patel

Section 17.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all prior understandings and writings, and may be amended only by a written agreement signed by the parties hereto.

Section 17.8 Time. Time is of the essence with respect to this Agreement.

Section 17.9 Financing of Hotel.

(a) Lessee shall not represent in any proposed financing arrangement or to any proposed lender or participant in a private or public investment offering that Manager, or any of

its Affiliates, are or shall be in any way responsible for Lessee's obligations under such financing arrangement, nor are or shall be participating in the offering; nor shall Lessee in any way make use of the name of Manager in connection with any proposed financing arrangement to any lender or participant in an offering, other than to state that the Hotel will be managed by Manager pursuant to the terms of this Agreement.

(b) In order to insure Lessee's full and faithful compliance with this Section 17.9 and to prevent any misunderstanding on the part of a proposed lender or investor, Manager and Lessee agree as follows:

(i) Prior to the closing of any proposed financing arrangement, Lessee shall notify Manager of such arrangement, and Lessee shall seek to permit Manager to notify the proposed lender of the legal relationship between Manager and Lessee and to inform the lender that neither Manager nor any of its Affiliates make any representations or warranties in connection with any information provided to it by Lessee.

(ii) Prior to the printing of any prospectus, concerning any private or public investment offering with respect to Lessee, Lessee shall furnish Manager with a copy of the prospectus, and the prospectus shall not be published or distributed without Manager's prior written consent, which consent may be withheld only if there are statements in the prospectus that might reasonably mislead investors as to the legal relationship between Manager and Lessee, or the matters permitted herein. In addition, Manager may require Lessee to insert in any prospectus a statement that neither Manager nor any of its Affiliates make any warranties or representations in connection with any information contained in the prospectus, and may inform any participant in any private investment offering of the legal relationship between Manager and Lessee and that neither Manager nor any of its Affiliates make any warranties or representations in connection with any information contained in any prospectus or any other information provided to it by Lessee.

Section 17.10 Trade Names. Trade names, trademarks and service marks of both Manager and Lessee may be used by either party in connection with the management and operation of the Hotel during the term of this Agreement, on the condition that neither party shall thereby acquire any right to such name or mark. Upon termination of this Agreement, each party shall discontinue using any such names and marks of the other in the conduct of its business, and shall not intentionally engage in any business or advertising practice that could lead the public to believe that there is any continuing relationship, affiliation or identity with Manager or Lessee as to the Hotel.

Section 17.11 Third Parties. No obligation of either party hereunder shall be enforceable by any person or entity other than the parties hereto.

Section 17.12 Further Instruments. The parties shall execute and deliver all other appropriate agreements and instruments as may reasonably be required to give effect to the transactions contemplated hereby.

Section 17.13 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the AAA in

accordance with its applicable rules; provided that either Lessee or Manager can within sixty (60) days of the commencement of the arbitration stay such arbitration by commencing and diligently prosecuting litigation when the amount being sought reasonably is expected to exceed in the aggregate

The arbitration shall allow discovery consistent with the discovery rules under the Federal Rules of Civil Procedure. The arbitration shall be conducted by a single arbitrator or a panel of three arbitrators with at least ten years experience in the hotel industry, appointed in accordance with the rules of the AAA or as otherwise agreed in writing by Manager and Lessee at the time of such dispute. The prevailing party shall be awarded reasonable costs and expenses, including without limitation, attorneys' fees. The award of the arbitrator(s) shall be final and binding upon the parties, and any judgment on the award rendered by the arbitrator(s) may be entered in any court have jurisdiction thereof.

Section 17.14 Counterparts. This Agreement may be executed simultaneously in various counterparts, each of which shall deemed an original, and all of which together shall constitute one and the same instrument.

Section 17.15 Estoppel Certificate. Lessee and Manager shall, upon request of the other party, each deliver an estoppel certificate relating to this Agreement in form and substance reasonably satisfactory to the requesting party.

Section 17.16 Applicable Law. This Agreement shall be governed by the laws of the State of Georgia.

Section 17.17 Projections. Lessee acknowledges that any written or oral projections, pro formas, or other similar information that has been (prior to execution of this Agreement) or will (during the Term) be provided by Manager (or any Affiliate of either) to Lessee is for information purposes only, and that Manager, and any such Affiliate do not guarantee that the Hotel will achieve the results set forth in any such projections, pro formas, or other similar information. Lessee further acknowledges that any such projections, pro formas, or other similar information are based on assumptions and estimates, that unanticipated events may occur subsequent to the date of preparation of such projections, pro formas, and other similar information, and that the actual results achieved by the Hotel are likely to vary from the estimates contained in any such projections, pro formas, or other similar information and such variations might be material.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**OWNER:**

**PG Phoenix West Master Tenant, LLC,**  
a Delaware limited liability company

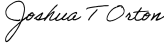
By:  \_\_\_\_\_  
Jatin Desai, Authorized Signatory

**MANAGER:**

**PEACHTREE HOSPITALITY MANAGEMENT, LLC**  
a Georgia limited liability company

By:  \_\_\_\_\_  
Jatin Desai, Manager

**LICENSE REVIEW FORM**

|                                                                                                                    |                                                 |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Type of License</b>                                                                                             | 10 Beer and Wine                                |
| <b>Applicant's Name</b>                                                                                            | Andrea Lewkowitz                                |
| <b>Business Name</b>                                                                                               | Springhill Suites Avondale                      |
| <b>Business Address</b>                                                                                            | 9950 West Encanto Boulevard, Avondale, AZ 85392 |
| <b>Department Comments</b>                                                                                         |                                                 |
| Retail sales are permitted under this zoning district. Primary use will be for a hotel.                            |                                                 |
| <input type="checkbox"/> Police Department                                                                         | <input type="checkbox"/> Fire Department        |
| <input checked="" type="checkbox"/> Development Services                                                           | <input type="checkbox"/> Finance Department     |
| <input checked="" type="radio"/> Approved                                                                          | <input type="radio"/> Denied                    |
| <br>_____<br><b>E-Signature</b> | Lead Senior Planner<br>_____<br><b>Title</b>    |
| Joshua Orton<br>_____<br><b>Name</b>                                                                               | Jun 23, 2025<br>_____<br><b>Date</b>            |

This license is scheduled for the City Council Meeting on: 07/14/2025

Please complete form by: 06/30/2025

**LICENSE REVIEW FORM**

|                                                                                                                                                                                                                                      |                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Type of License</b>                                                                                                                                                                                                               | 10 Beer and Wine                                                                                  |
| <b>Applicant's Name</b>                                                                                                                                                                                                              | Andrea Lewkowitz                                                                                  |
| <b>Business Name</b>                                                                                                                                                                                                                 | Springhill Suites Avondale                                                                        |
| <b>Business Address</b>                                                                                                                                                                                                              | 9950 West Encanto Boulevard, Avondale, AZ 85392                                                   |
| <b>Department Comments</b>                                                                                                                                                                                                           |                                                                                                   |
| Customer has current Business License BL-038758. Taxpayer has active TPT through the State of Arizona as of business start date 06/09/2025.                                                                                          |                                                                                                   |
| <div><input type="checkbox"/> Police Department</div> <div><input type="checkbox"/> Fire Department</div> <div><input type="checkbox"/> Development Services</div> <div><input checked="" type="checkbox"/> Finance Department</div> |                                                                                                   |
| <div><input checked="" type="radio"/> Approved</div> <div><input type="radio"/> Denied</div>                                                                                                                                         |                                                                                                   |
| <div><u>Elizabeth Villegas</u><br/><small>Elizabeth Villegas (Jun 25, 2025 16:16 PDT)</small></div> <div><b>E-Signature</b></div> <div><u>Elizabeth Villegas</u><br/><b>Name</b></div>                                               | <div><u>Revenue Analyst</u><br/><b>Title</b></div> <div><u>Jun 25, 2025</u><br/><b>Date</b></div> |

This license is scheduled for the City Council Meeting on: 07/14/2025

Please complete form by: 06/30/2025



**LICENSE REVIEW FORM**

|                                                                                 |                                                     |
|---------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Type of License</b>                                                          | 10 Beer and Wine                                    |
| <b>Applicant's Name</b>                                                         | Andrea Lewkowitz                                    |
| <b>Business Name</b>                                                            | Springhill Suites Avondale                          |
| <b>Business Address</b>                                                         | 9950 West Encanto Boulevard, Avondale, AZ 85392     |
| <b>Department Comments</b>                                                      |                                                     |
| Approved                                                                        |                                                     |
| <input type="checkbox"/> Police Department                                      | <input checked="" type="checkbox"/> Fire Department |
| <input type="checkbox"/> Development Services                                   | <input type="checkbox"/> Finance Department         |
| <input checked="" type="radio"/> Approved                                       | <input type="radio"/> Denied                        |
| <u>L.Scott Miller</u><br><small>L.Scott Miller (Jun 26, 2025 06:50 PDT)</small> | Fire Marshal                                        |
| <b>E-Signature</b>                                                              | <b>Title</b>                                        |
| <u>L.Scott Miller</u>                                                           | <u>Jun 26, 2025</u>                                 |
| <b>Name</b>                                                                     | <b>Date</b>                                         |

This license is scheduled for the City Council Meeting on: 07/14/2025

Please complete form by: 06/30/2025

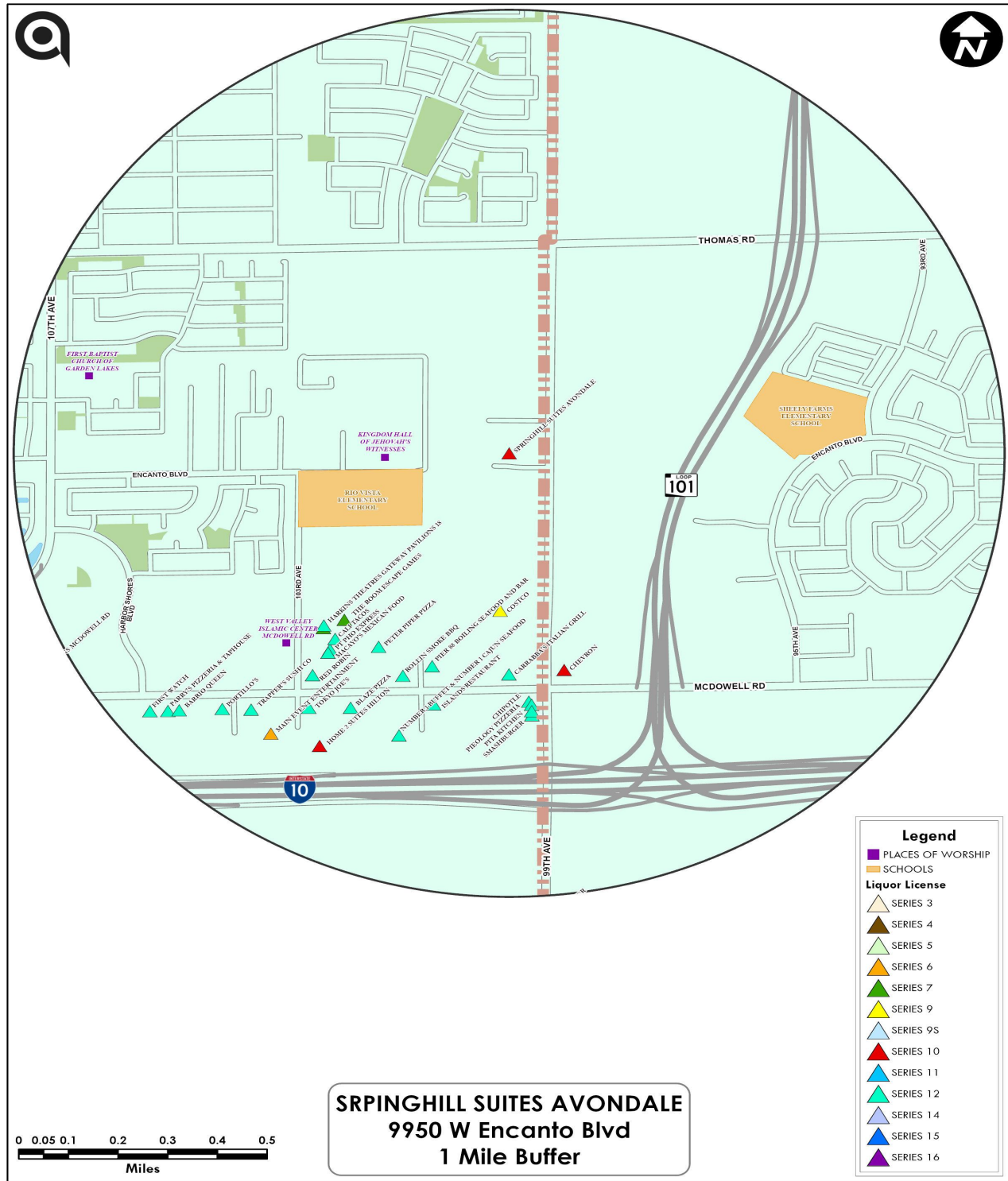
**LICENSE REVIEW FORM**

|                                                                                                                                             |                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Type of License</b>                                                                                                                      | 10 Beer and Wine                                |
| <b>Applicant's Name</b>                                                                                                                     | Andrea Lewkowitz                                |
| <b>Business Name</b>                                                                                                                        | Springhill Suites Avondale                      |
| <b>Business Address</b>                                                                                                                     | 9950 West Encanto Boulevard, Avondale, AZ 85392 |
| <b>Department Comments</b>                                                                                                                  |                                                 |
| No concerns                                                                                                                                 |                                                 |
| <input checked="" type="checkbox"/> <b>Police Department</b> <input type="checkbox"/> <b>Fire Department</b>                                |                                                 |
| <input type="checkbox"/> <b>Development Services</b> <input type="checkbox"/> <b>Finance Department</b>                                     |                                                 |
| <input checked="" type="radio"/> <b>Approved</b> <input type="radio"/> <b>Denied</b>                                                        |                                                 |
| <br><small>Varney Lopez (Jun 26, 2025 07:18 PDT)</small> | Lieutenant                                      |
| <b>E-Signature</b>                                                                                                                          | <b>Title</b>                                    |
| Varney Lopez                                                                                                                                | Jun 26, 2025                                    |
| <b>Name</b>                                                                                                                                 | <b>Date</b>                                     |

This license is scheduled for the City Council Meeting on: **07/14/2025**

Please complete form by: **06/30/2025**

**GIS MAP**



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**ITEM NUMBER:** 3.b.

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**SUBJECT:** Series 12 (Restaurant) Liquor License - Harkins Theatres Gateway Pavilions18

**MEETING DATE:** 7/14/2025

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**TO:** Mayor and Council

**FROM:** Marcella Sarmiento, City Clerk

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

**REVIEWED:** Ron Corbin, City Manager, (623) 333-1011

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**STRATEGIC PLAN:**

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

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**PURPOSE:**

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 Liquor License submitted by Andrea Lewkowitz for the sale of alcohol at Harkins Theatres Gateway Pavilions 18 located at 10250 W McDowell Rd in Avondale and authorize the City Clerk to execute the necessary documents. Council will take appropriate action.

**BACKGROUND:**

Harkins Theatres Gateway Pavilions 18 is an existing establishment located at 10250 W McDowell Rd in Avondale. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

**DISCUSSION:**

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development Services and Finance Departments have reviewed the application and are recommending approval.

**BUDGET IMPACT:**

The liquor license application fee of \$250 has been paid in full.

**RECOMMENDATION:**

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License Submitted by Andrea Lewkowitz for the sale of alcohol at Harkins Theatres Gateway Pavilions 18 located at 10250 W McDowell Rd in Avondale.

*Contact person for document distribution: Emily Soria*

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 06/20/2025 @ 10:20:01 AM

Local Governing Body Report

|                |
|----------------|
| <b>LICENSE</b> |
|----------------|

|                      |                                                            |                  |                |
|----------------------|------------------------------------------------------------|------------------|----------------|
| Number:              |                                                            | Type:            | 012 RESTAURANT |
| Name:                | HARKINS THEATRES GATEWAY PAVILIONS 18                      |                  |                |
| State:               | Pending                                                    |                  |                |
| Issue Date:          |                                                            | Expiration Date: |                |
| Original Issue Date: |                                                            |                  |                |
| Location:            | 10250 W MCDOWELL ROAD<br>AVONDALE, AZ 85392<br>USA         |                  |                |
| Mailing Address:     | 2600 N CENTRAL AVENUE<br>#1775<br>PHOENIX, AZ 85004<br>USA |                  |                |
| Phone:               | (623)478-9411                                              |                  |                |
| Alt. Phone:          | (602)200-7222                                              |                  |                |
| Email:               | ANDREA@LEWKLaw.COM                                         |                  |                |

|              |
|--------------|
| <b>AGENT</b> |
|--------------|

|                         |                                                            |
|-------------------------|------------------------------------------------------------|
| Name:                   | ANDREA DAHLMAN LEWKOWITZ                                   |
| Gender:                 | Female                                                     |
| Correspondence Address: | 2600 N CENTRAL AVENUE<br>#1775<br>PHOENIX, AZ 85004<br>USA |
| Phone:                  | (602)200-7222                                              |
| Alt. Phone:             |                                                            |
| Email:                  | ANDREA@LEWKLaw.COM                                         |

|              |
|--------------|
| <b>OWNER</b> |
|--------------|

60th 8-19-25

Name: HARKINS PHOENIX CINEMAS LLC  
Contact Name: ANDREA LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: L08682298 State of Incorporation: AZ  
Incorporation Date: 03/04/1999  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**Officers / Stockholders**

| Name:                   | Title:              | % Interest: |
|-------------------------|---------------------|-------------|
| HARKINS INVESTMENTS LLC | Member, Stockholder | 100.00      |
| WILLIAM RUSSELL WINDSOR | 06070024            |             |
| DAVID PAUL MEZA         | 06070024            |             |

**RED'S AMUSEMENT INC - Shareholder**

Name: DANIEL E HARKINS TRUST UTD 12/26/20  
Contact Name: ANDREA LEWKOWITZ  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 8901 E MCDONALD DRIVE  
SCOTTSDALE, AZ 85250  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS PHOENIX CINEMAS LLC - 06070024**

Name: DAVID PAUL MEZA  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email:

**HARKINS ENTERPRISES INC - Vice President**  
**HARKINS ADMINISTRATIVE SERVICES INC -**  
**Vice President**  
**RED'S AMUSEMENT INC - Vice President**

Name: TYLER STEPHEN COOPER  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: TYLERCOOPER@HARKINS.COM

**HARKINS ENTERPRISES INC - Vice President**  
**HARKINS ADMINISTRATIVE SERVICES INC -**  
**Vice President**  
**RED'S AMUSEMENT INC - Vice President**

Name: RACHEAL RIGGS WILSON  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: RACHEALWILSON@HARKINS.COM

**DANIEL E HARKINS TRUST UTD 12/26/20 - Trustee**

Name: DANIEL EARL HARKINS  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: DANHARKINS@HARKINS.COM



## **HARKINS INVESTMENTS LLC - Managing Member**

Name: HARKINS ENTERPRISES INC  
Contact Name: ANDREA LEWKOWITZ  
Type: CORPORATION  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

## **HARKINS ENTERPRISES INC - CEO/President HARKINS ADMINISTRATIVE SERVICES INC - CEO/President**

### **RED'S AMUSEMENT INC - CEO/President**

Name: MICHAEL LEE BOWERS  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: MIKEBOWERS@HARKINS.COM

## **HARKINS INVESTMENTS LLC - Member**

Name: DKH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/94  
Contact Name: ANDREA LEWKOWITZ  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 8901 E MCDONALD DRIVE  
SCOTTSDALE, AZ 85250  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS PHOENIX CINEMAS LLC -  
Member, Stockholder**

Name: HARKINS INVESTMENTS LLC  
Contact Name: ANDREA LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS ENTERPRISES INC - Chair/ Treas / Dir  
RED'S AMUSEMENT INC - Chair/ Treas / Dir  
HARKINS ADMINISTRATIVE SERVICES INC -  
Chair/ Treas / Dir**

Name: DANIEL EARL HARKINS  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: DANHARKINS@HARKINS.COM

**HARKINS ENTERPRISES INC - GC/SECRETARY  
RED'S AMUSEMENT INC - GC/SECRETARY  
HARKINS ADMINISTRATIVE SERVICES INC -  
GC/SECRETARY**

Name: MICHAEL ALLEN MCCAULEY  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: MAXMCCAULEY@HARKINS.COM

**DKH TRUST EST UNDER HARKINS CHILDRENS  
TRUST UTD 8/1/94 - TRSUTEE  
JMH TRUST EST UNDER HARKINS CHILDRENS  
TRUST UTD 8/1/1994 - TRUSTEE**

Name: GRETA NEWELL  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: GRETANEWELL@HARKINS.COM

**HARKINS ADMINISTRATIVE SERVICES INC -  
Shareholder**

Name: RED'S AMUSEMENT INC  
Contact Name: ANDREA LEWKOWITZ  
Type: CORPORATION  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS INVESTMENTS LLC - Member**

Name: JMH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/1994  
Contact Name: ANDREA LEWKOWITZ  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 8901 E MCDONALD DRIVE  
SCOTTSDALE, AZ 85250  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

## HARKINS PHOENIX CINEMAS LLC - 06070024

Name: WILLIAM RUSSELL WINDSOR  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)732-0110  
Alt. Phone: (480)710-2958  
Email: WILLIAMWINDSOR@HARKINS.COM

### MANAGERS

Name: JENNIFER LYNN STALLBAUMER  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (623)792-3319  
Alt. Phone:  
Email: JENNIFERSTALLBAUMER@HARKINS.COM

\*\*\*\*\*

Name: HARKINS ADMINISTRATIVE SERVICES INC  
Contact Name: ANDREA LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

### APPLICATION INFORMATION

Application Number: 349947  
Application Type: New Application  
Created Date: 06/06/2025

RV

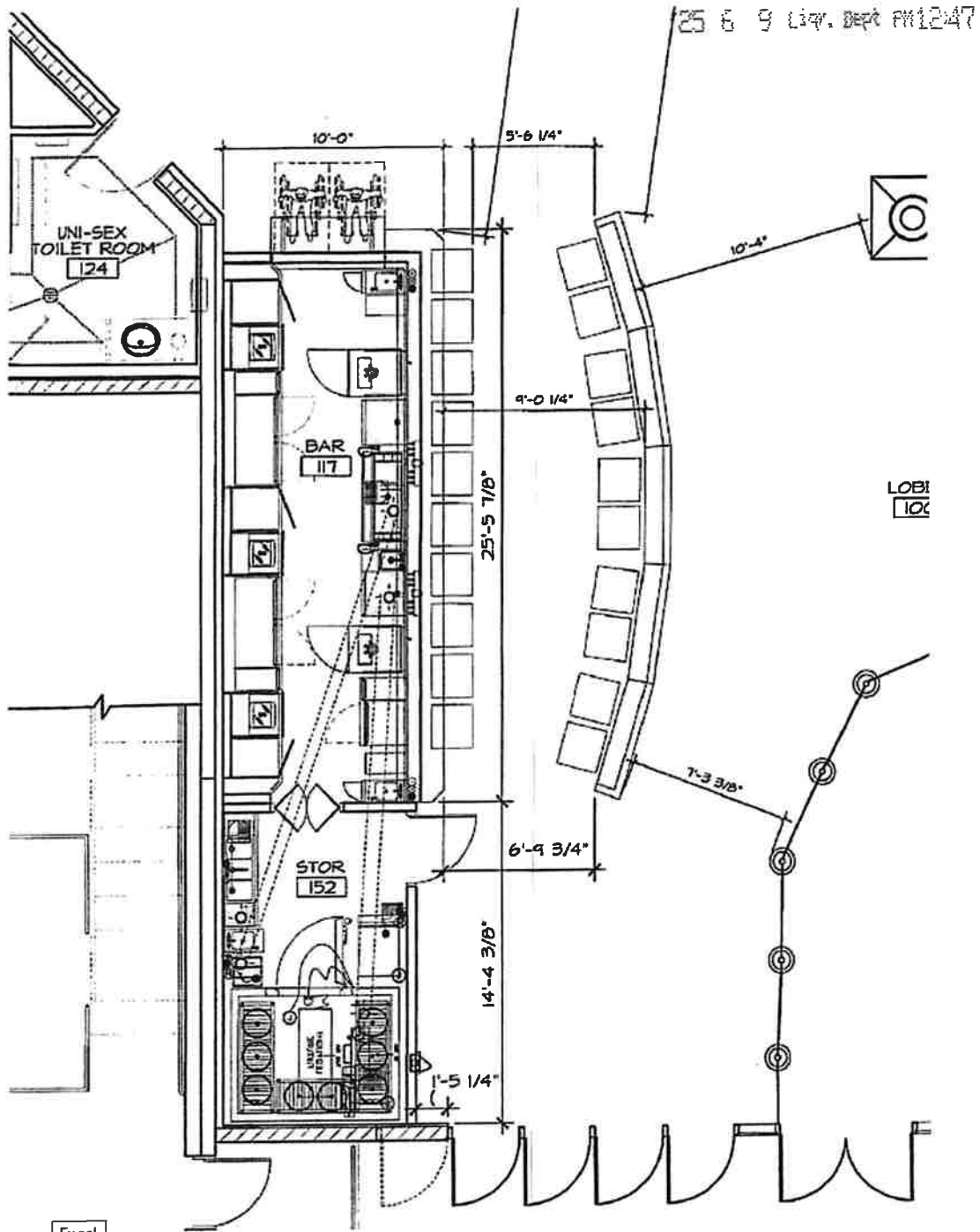
### QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
TERMINATION AND/OR OTHER MONETARY PENALTIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 5) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
0.00
- 6) Are there walk-up or drive-through windows on the premises?  
No
- 7) Does the establishment have a patio?  
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 9) What type of business will this license be used for?  
RESTAURANT

## DOCUMENTS

| DOCUMENT TYPE              | FILE NAME                                                      | UPLOADED DATE |
|----------------------------|----------------------------------------------------------------|---------------|
| MISCELLANEOUS              | Gateway_AGT ADL (Ctn).pdf                                      | 06/06/2025    |
| QUESTIONNAIRE              | Gateway_AGT ADL (Q).pdf                                        | 06/06/2025    |
| RECORDS REQUIRED FOR AUDIT | Gateway_Audit.pdf                                              | 06/06/2025    |
| MISCELLANEOUS              | Gateway_Bus ph no.pdf                                          | 06/06/2025    |
| QUESTIONNAIRE              | Gateway_CP Bowers (Q+Supple).pdf                               | 06/06/2025    |
| QUESTIONNAIRE              | Gateway_CP Cooper (Q+Supple).pdf                               | 06/06/2025    |
| QUESTIONNAIRE              | Gateway_CP Harkins (Q+Supple).pdf                              | 06/06/2025    |
| QUESTIONNAIRE              | Gateway_CP McCauley (Q+Supple+FP Receipt).pdf                  | 06/06/2025    |
| MISCELLANEOUS              | Gateway_CP Newell (CP Affidavit).pdf                           | 06/06/2025    |
| QUESTIONNAIRE              | Gateway_CP Wilson (Q+Supple).pdf                               | 06/06/2025    |
| MENU                       | Gateway_menu.pdf                                               | 06/06/2025    |
| RESTAURANT OPERATION PLAN  | Gateway_ROP.pdf                                                | 06/06/2025    |
| ORGANIZATIONAL DOCUMENTS   | Harkins Phx Cinemas, LLC_Owner chart.pdf                       | 06/06/2025    |
| MISCELLANEOUS              | Harkins_Officer updates + Own clarification_FILED Jun 6 25.pdf | 06/06/2025    |
| DIAGRAM/FLOOR PLAN         | Gateway_diagram.pdf                                            | 06/06/2025    |



STATE LIQUOR LICENSE APPLICATION ATTACHMENT  
BUSINESS PHONE NUMBER

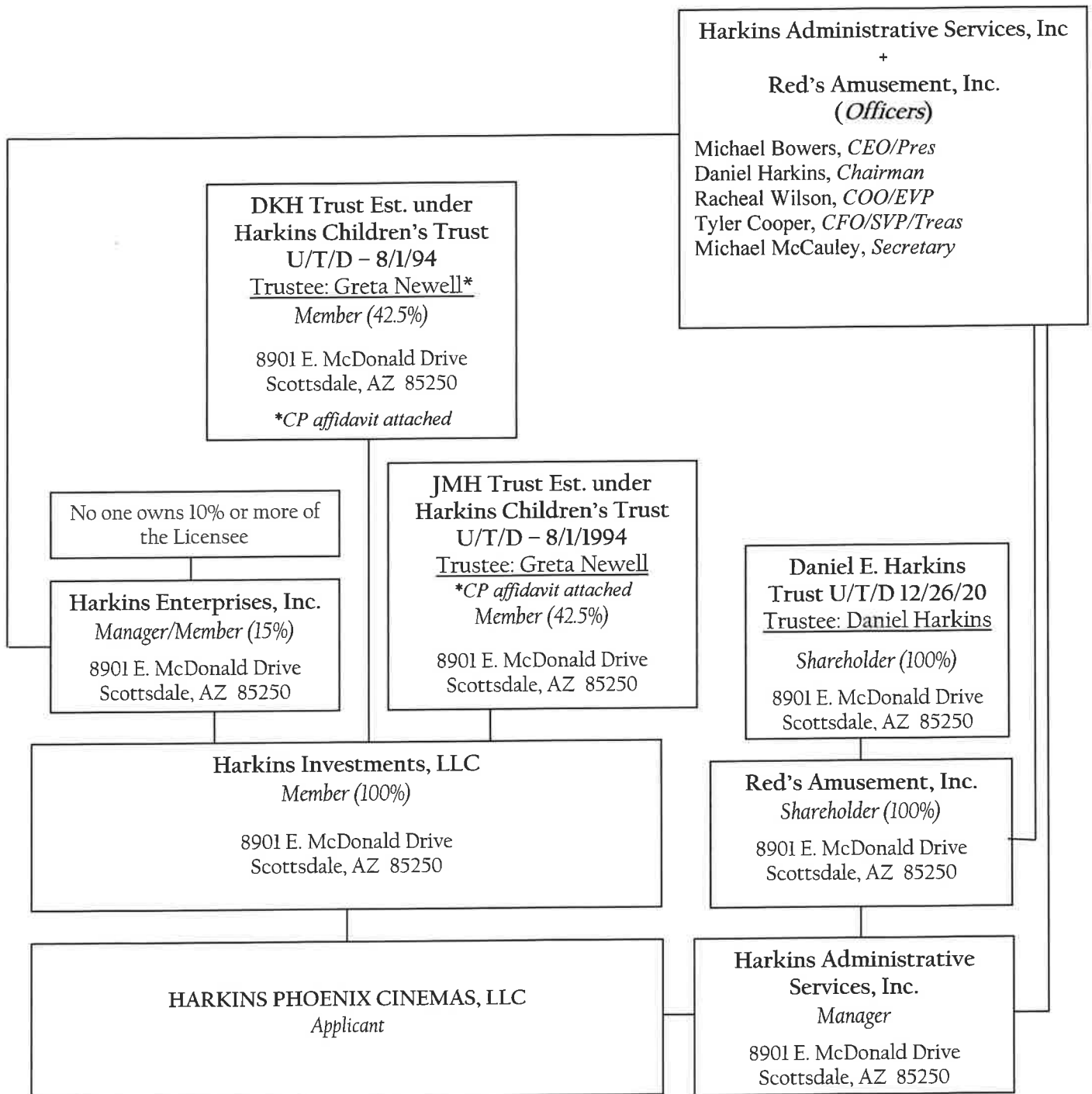
Applicant: HARKINS PHOENIX CINEMAS, LLC

Business Name: HARKINS THEATRES

Location: 10250 W. McDOWELL ROAD, AVONDALE, AZ 85392

Business Phone No. (623) 478-9411

Harkins Phoenix Cinemas, LLC  
Ownership Chart | 06/02/2025







## APPLICANT/CONTROLLING PERSON AFFIDAVIT

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

**Type or Print with Black Ink**

**BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP,  
OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.**

**Organization:** HARKINS PHOENIX CINEMAS, L.L.C.  
**Affidavit of:** MICHAEL BOWERS  
**Position/Title:** CEO & PRESIDENT  
**State of:** STATE **AZ Corp./L.L.C. #:** L08682298  
**County of:** MARICOPA **State Incorporated:** AZ  
**I, (Print Full Name)** MICHAEL BOWERS **Declares:**

1. To obtain a liquor license to operate in Arizona, I have completed and delivered to the Arizona Dept. of Liquor Licenses and Control, the required questionnaire and fingerprint card. I have also submitted the required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who are involved in the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and submitted.

**Name and title of such individuals are as follows (or list attached):**

- 1) MICHAEL BOWERS, CEO & PRESIDENT
- 2) DANIEL HARKINS, CHAIRMAN
- 3) RACHEAL WILSON, COO & EXECUTIVE VICE PRESIDENT
- 4) TYLER COOPER, CFO, SENIOR VICE PRESIDENT & TREASURER
- 5) MICHAEL MCCAULEY, GENERAL COUNSEL & SECRETARY

2. In addition to those submitting questionnaires and fingerprint cards, list other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals are involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

**Such members and positions, along with date and place of birth, are as follows (or list attached):**

- 1) GRETA NEWELL | TRUSTEE | 1/24/1960 | HAVRE, MT
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

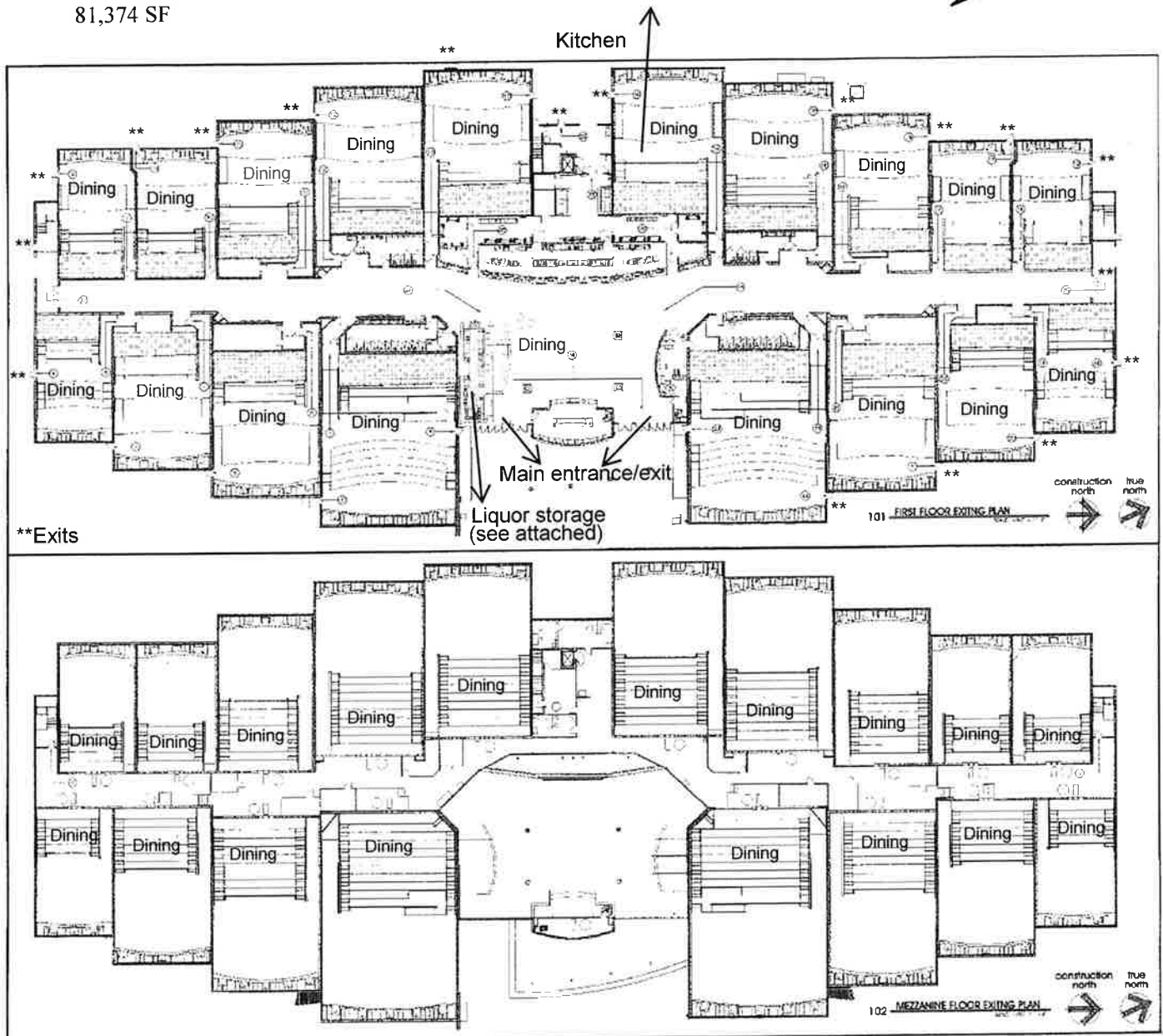
3. Finally, on information and belief, none of the individuals listed under item #2 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

**Declaration:**

I, (Print Name) MICHAEL BOWERS, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

\_\_\_\_\_  
Signature

"25 6 9 Ltr. Dept FM1247





## RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

**Type or Print with Black Ink**

1. Name of restaurant (Please print): Harkins Theatres Gateway Pavilions 18

2. Must indicate the equipment below by Make, Model, and Capacity:

### LIST ONLY THE FOLLOWING - NO ATTACHMENTS

|                                       |                                                                                                                           |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Grill                                 | MTI Autofryer MTI-40C   Gold Medal Hot Dog Roller Grill (8019)                                                            |
| Oven                                  | Amana Oven (AXP22TLT)   FWE Cook & Hold Oven (LCHR-1220-4)   Wisco Cookie Oven (621)<br>Hatco Conveyor Toaster (TQ3-900H) |
| Freezer                               | Turbo Air 2-door Stand Up Reach-In Freezer (M3F24-2)                                                                      |
| Refrigerator                          | True Manufacturing Lowboy Refrigerator 32' W (TFP-48-18M-D-2)                                                             |
| Sink                                  | John Boos Vegetable Pre/Wash Sink (1B184-1D18R)                                                                           |
| Dish Washing Facilities               | Costum 3-Bay Sink                                                                                                         |
| Food Preparation Counter (Dimensions) | Arch Metals Custom S/S Tables                                                                                             |
| Other                                 | Gold Metal Popcorn Popper (2848E)                                                                                         |

3. Attach a copy of your FULL menu with pricing **INCLUDING ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

**(Do not include kitchen, bar, hi-top tables, or game area.)** 70 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

**(If yes, what percentage of the public floor space does this area cover?)** 2 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [ 4,008 ]

**(DO NOT INCLUDE PATIO SEATING)**

b) Bar area [ + 20 ]

**TOTAL** [ = 4,028 ]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☒ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2-4 TV's

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

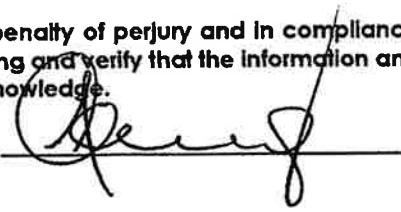
If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

| Position   | How many     |
|------------|--------------|
| Cooks      | See below*** |
| Bartenders | 3            |
| Hostesses  | 0            |
| Managers   | 13           |
| Servers    | See below*** |
| Other ( )  |              |
| Other ( )  |              |
| Other ( )  |              |

\*\*\*Full-time (12) and part-time (76) Team Leaders and Team Members are cross-trained as cooks, servers, bussers, and cashiers.

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 



2025 Harkins Retail Price List  
Effective 5/1/25

\*Pack Size/Calories represent entire item

UPDATED 4/16/2025

| Grilled Cheese                          | Serving Size | Calories | Price   |
|-----------------------------------------|--------------|----------|---------|
| Grilled Cheese ala carte                |              | 410      | \$7.00  |
| Grilled Cheese with fries               |              | 770      | \$10.00 |
| Grilled Cheese with fries & 32 oz drink |              | 770-1220 | \$13.25 |

| Chicken Tenders                          | Serving Size | Calories | Price   |
|------------------------------------------|--------------|----------|---------|
| Chicken Tenders                          | 4 each       | 590      | \$8.50  |
| Chicken Tenders with fries               | 4 each       | 950      | \$11.50 |
| Chicken Tenders with fries & 32 oz drink | 4 each       | 950-1400 | \$14.75 |

| Ultimate Dog                          | Serving Size | Calories | Price   |
|---------------------------------------|--------------|----------|---------|
| Ultimate Angus Dog                    | 4 oz         | 510      | \$7.50  |
| Ultimate Dog with fries               | 4 oz         | 870      | \$10.50 |
| Ultimate Dog with fries & 32 oz drink | 4 oz         | 870-1320 | \$13.75 |

| Flatbreads            | Serving Size | Calories | Price   |
|-----------------------|--------------|----------|---------|
| Margherita Flatbread  | 228 gm       | 750      | \$9.75  |
| Pepperoni Flatbread   | 254 gm       | 920      | \$9.75  |
| BBQ Chicken Flatbread |              | 980      | \$10.50 |

| Big Screen Burger                         | Serving Size | Calories  | Price   |
|-------------------------------------------|--------------|-----------|---------|
| Big Screen Burger                         | 349 gm       | 820       | \$9.75  |
| Big Screen burger with fries              | 517 gm       | 1180      | \$12.75 |
| Big Screen Burger with fries & 32oz drink | 1414 gm      | 1180-1630 | \$16.00 |

| Chicken Sandwich                          | Serving Size | Calories  | Price   |
|-------------------------------------------|--------------|-----------|---------|
| Chicken Sandwich                          | 246 gm       | 710       | \$9.75  |
| Chicken Sandwich with fries               | 416 gm       | 1070      | \$12.75 |
| Chicken Sandwich with fries & 32 oz drink | 1323 gm      | 1070-1520 | \$16.00 |
| Add Cheese (Cheddar only)                 | 21 gm        | 80        | \$1.00  |

| Fountain Drinks            | Serving Size | Calories | Price      |
|----------------------------|--------------|----------|------------|
| 12oz Fountain Cup          | 12 oz        | 0-160    | kids combo |
| 22oz Fountain Cup (Small)  | 22 oz        | 0-310    | \$5.75     |
| 32oz Fountain Cup (Medium) | 32 oz        | 0-450    | \$6.75     |
| 44oz Fountain Cup (Large)  | 44 oz        | 0-620    | \$7.75     |
| 32oz Loyalty Cup           | 32 oz        | 0-450    | \$7.75     |
| 32oz Loyalty Cup only      | 32 oz        | n/a      | \$4.75     |

| Ala Carte Concession Items                 | Serving Size | Calories | Price  |
|--------------------------------------------|--------------|----------|--------|
| Pretzel - plain, salt or cin sugar         | 7 oz         | 560-680  | \$8.00 |
| Nachos Grande                              | 14 oz        | 1190     | \$8.50 |
| Cheese or Pepperoni Pizza                  | 11.15 oz     | 800-820  | \$9.75 |
| State Fair Mini Donuts                     |              | 550-710  | \$7.00 |
| Jumbo Cookie: Choc. Chip or Oatmeal Raisin | 4 oz         | 445-490  | \$3.00 |
| Oh Snap Pickle Bites - Dill or Hot         | 3.5 oz       | 15       | \$3.75 |
| Cheese Sticks                              | 120 gm       | 290      | \$6.50 |
| French Fries                               | 6 oz         | 360      | \$6.00 |
| Cheese Cup (3.5oz)                         |              | 100      | \$3.25 |
| Icing Cup                                  | 2oz          | 210      | \$1.50 |

| Popcorn                     | Serving Size | Calories | Price   |
|-----------------------------|--------------|----------|---------|
| Popcorn 46oz (Small)        | 46 oz        | 280      | \$7.00  |
| Popcorn 85oz (Medium)       | 85 oz        | 520      | \$8.00  |
| Popcorn 130oz (Large)       | 130 oz       | 790      | \$9.00  |
| Popcorn 170oz (Extra Large) | 170 oz       | 1030     | \$11.50 |
| Big Party Popcorn           | 510 oz       | 3100     | \$14.00 |
| M&M's minis milk chocolate  | 1.08 oz      | 150      | \$2.50  |
| Kernel Seasonings           | 0.9 oz       | 0-130    | \$2.50  |

\*Flavors: Caramel, Kettle Corn, Nacho Cheese, Ranch, White Cheddar

25 6 9 147, Dept #1247

| Loyalty Refill        | Serving Size | Calories | Price  |
|-----------------------|--------------|----------|--------|
| Loyalty Cup Fountain  | 32 oz        | 0-450    | \$3.00 |
| Loyalty Cup with ICEE | 32oz         | 340-500  | \$4.25 |

| Drinks Bottled                       | Serving Size | Calories | Price  |
|--------------------------------------|--------------|----------|--------|
| Dasani Bottled Water                 | 20 oz        | 0        | \$5.50 |
| Honest Kids Appley Ever After        | 6 oz         | 35       | \$3.75 |
| Monster Energy Drink                 | 16 oz        | 210      | \$6.50 |
| Monster® Zero Sugar Ultra            | 16 oz        | 10       | \$6.50 |
| Maison Perrier - Regular or Lime     | 16.9 oz      | 0        | \$6.50 |
| Smart Water                          | 1 liter      | 0        | \$8.50 |
| Vitamin Water - Power-C              | 20 oz        | 100      | \$6.50 |
| Vitamin Water - Energy (starts 2/14) | 20 oz        | 100      | \$6.50 |

| Kid's Tray Combos       | Serving Size | Calories | Price  |
|-------------------------|--------------|----------|--------|
| Kids Combo              | 12 oz        | 270-440  | \$7.25 |
| Kids ICEE Combo         | 12 oz        | 460      | \$8.50 |
| Honest Kids Juice Combo |              | 315      | \$8.25 |

| ICEE                       | Serving Size | Calories | Price  |
|----------------------------|--------------|----------|--------|
| 22oz Fountain Cup (Small)  | 22 oz        | 230-350  | \$7.00 |
| 32oz Fountain Cup (Medium) | 32oz         | 340-500  | \$8.00 |
| 44oz Fountain Cup (Large)  | 44oz         | 470-690  | \$9.00 |
| Loyalty Cup with ICEE      | 32oz         | 340-500  | \$9.00 |

\*Flavors: Wild Cherry | Blue Raspberry

| NOT INCLUDED IN CALCULATION OF FOOD SALES FOR SERIES 12 QUALIFICATION |              |          |        |
|-----------------------------------------------------------------------|--------------|----------|--------|
| Ice Cream                                                             | Serving Size | Calories | Price  |
| Dibs - Crunch                                                         | 3.56 oz      | 370      | \$5.50 |
| Oreo Ice Cream Sandwich                                               | 4.5 oz       | 220      | \$5.50 |
| Nestle Drumstick King Cone                                            | 4.8 oz       | 340      | \$5.50 |
| Nestle Tollhouse Sandwich                                             | 4.16 oz      | 210      | \$5.50 |
| M&M Ice Cream                                                         | 4 oz         | 240      | \$4.50 |
| Snickers Ice Cream Bar                                                | 2.8 oz       | 250      | \$4.50 |
| Twix Ice Cream Bar                                                    | 3 oz         | 250      | \$4.50 |

| NOT INCLUDED IN CALCULATION OF FOOD SALES FOR SERIES 12 QUALIFICATION |              |          |        |
|-----------------------------------------------------------------------|--------------|----------|--------|
| Candy                                                                 | Serving Size | Calories | Price  |
| Buncha Crunch                                                         | 3.2 oz       | 450      | \$4.25 |
| Raisinets box                                                         | 3.1oz        | 440      | \$4.25 |
| Candy 2                                                               | Serving Size | Calories | Price  |
| Junior Mints                                                          | 4.13 oz      | 520      | \$4.75 |
| Milk Duds                                                             | 5 oz         | 595      | \$4.75 |
| Reese's Pieces                                                        | 4 oz         | 600      | \$4.75 |
| Whoppers                                                              | 5 oz         | 665      | \$4.75 |
| Candy 3                                                               | Serving Size | Calories | Price  |
| Haribo Gold Bears                                                     | 5 oz         | 490      | \$5.25 |
| Haribo Twin Snakes                                                    | 5 oz         | 450      | \$5.25 |
| Red Vines                                                             | 5 oz         | 490      | \$5.25 |
| Sour Punch Assorted Bites                                             | 5 oz         | 640      | \$5.25 |
| Sour Punch Straws (Blue Raspberry)                                    | 4.5 oz       | 480      | \$5.25 |
| Trolli Sour Crawlers                                                  | 5 oz         | 450      | \$5.25 |
| Candy 4                                                               | Serving Size | Calories | Price  |
| Airhead Xtremes                                                       | 6 oz         | 720      | \$5.75 |
| Chocolate Chip Cookie Dough Bites                                     | 5 oz         | 400      | \$5.75 |
| Kit Kat                                                               | 3 oz         | 420      | \$5.75 |
| Lifesaver Gummies                                                     | 7 oz         | 650      | \$5.75 |
| M&M Peanut                                                            | 5.3oz        | 840      | \$5.75 |
| M&M Plain Choc.                                                       | 5.3 oz       | 840      | \$5.75 |
| Nerds Gummy Clusters                                                  | 5 oz         | 450      | \$5.75 |
| Nerds Gummy Clusters                                                  | 5 oz         | 450      | \$5.75 |
| Sour Patch Kids                                                       | 8 oz         | 880      | \$5.75 |
| Sour Patch Watermelon                                                 | 8 oz         | 840      | \$5.75 |
| Starburst Minis                                                       | 8 oz         | 900      | \$5.75 |
| Skittles Sours                                                        | 5.7 oz       | 540      | \$5.75 |
| Swedish Fish                                                          | 8 oz         | 880      | \$5.75 |
| Sweetarts Ropes Rainbow Punch                                         | 5 oz         | 500      | \$5.75 |



## RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

Type or Print with **Black Ink**

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

1. Name of restaurant (Please print): HARKINS THEATRES GATEWAY PAVILIONS 18
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. **General Ledger**
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks

## 12. **Tax Records**

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

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

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

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

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

**A.R.S. §4-210(A)7**

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

**A.R.S. §4-205.02(G)**

For the purpose of this section:

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

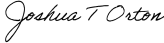
I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

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



**LICENSE REVIEW FORM**

|                                                                                                                                        |                                              |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>Type of License</b>                                                                                                                 | 12 Restaurant                                |
| <b>Applicant's Name</b>                                                                                                                | Andrea Lewkowitz                             |
| <b>Business Name</b>                                                                                                                   | Harkins Theatres Gateway Pavilions 18        |
| <b>Business Address</b>                                                                                                                | 10250 West McDowell Road Avondale, AZ 85392  |
| <b>Department Comments</b>                                                                                                             |                                              |
| Restaurant is a permitted use in this zoning district. Food sales must make up more than 50% of the total sales of food and beverages. |                                              |
| <input type="checkbox"/> Police Department                                                                                             | <input type="checkbox"/> Fire Department     |
| <input checked="" type="checkbox"/> Development Services                                                                               | <input type="checkbox"/> Finance Department  |
| <input checked="" type="radio"/> Approved                                                                                              | <input type="radio"/> Denied                 |
| <br>_____<br><b>E-Signature</b>                     | Lead Senior Planner<br>_____<br><b>Title</b> |
| Joshua Orton<br>_____<br><b>Name</b>                                                                                                   | Jun 23, 2025<br>_____<br><b>Date</b>         |

This license is scheduled for the City Council Meeting on: 07/14/2025

Please complete form by: 06/30/2025

**LICENSE REVIEW FORM**

|                                                                                                                                                                                    |                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>Type of License</b>                                                                                                                                                             | 12 Restaurant                                          |
| <b>Applicant's Name</b>                                                                                                                                                            | Andrea Lewkowitz                                       |
| <b>Business Name</b>                                                                                                                                                               | Harkins Theatres Gateway Pavilions 18                  |
| <b>Business Address</b>                                                                                                                                                            | 10250 West McDowell Road Avondale, AZ 85392            |
| <b>Department Comments</b>                                                                                                                                                         |                                                        |
| The business has an active Business License BL-008066. Also, the Taxpayer has an active, TPT license through the State of Arizona and up-to-date on the monthly sales tax returns. |                                                        |
| <input type="checkbox"/> Police Department                                                                                                                                         | <input type="checkbox"/> Fire Department               |
| <input type="checkbox"/> Development Services                                                                                                                                      | <input checked="" type="checkbox"/> Finance Department |
| <input checked="" type="radio"/> Approved                                                                                                                                          | <input type="radio"/> Denied                           |
| <u><i>Elizabeth Villegas</i></u><br><small>Elizabeth Villegas (Jun 25, 2025 16:45 PDT)</small>                                                                                     | Revenue Analyst                                        |
| <b>E-Signature</b>                                                                                                                                                                 | <b>Title</b>                                           |
| <u>Elizabeth Villegas</u>                                                                                                                                                          | <u>Jun 25, 2025</u>                                    |
| <b>Name</b>                                                                                                                                                                        | <b>Date</b>                                            |

This license is scheduled for the City Council Meeting on: 07/14/2025

Please complete form by: 06/30/2025

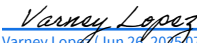
**LICENSE REVIEW FORM**

|                                                                                 |                                                     |
|---------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Type of License</b>                                                          | 12 Restaurant                                       |
| <b>Applicant's Name</b>                                                         | Andrea Lewkowitz                                    |
| <b>Business Name</b>                                                            | Harkins Theatres Gateway Pavilions 18               |
| <b>Business Address</b>                                                         | 10250 West McDowell Road Avondale, AZ 85392         |
| <b>Department Comments</b>                                                      |                                                     |
| Approved                                                                        |                                                     |
| <input type="checkbox"/> Police Department                                      | <input checked="" type="checkbox"/> Fire Department |
| <input type="checkbox"/> Development Services                                   | <input type="checkbox"/> Finance Department         |
| <input checked="" type="radio"/> Approved                                       | <input type="radio"/> Denied                        |
| <u>L.Scott Miller</u><br><small>L.Scott Miller (Jun 26, 2025 06:51 PDT)</small> | Fire Marshal                                        |
| <b>E-Signature</b>                                                              | <b>Title</b>                                        |
| <u>L.Scott Miller</u>                                                           | <u>Jun 26, 2025</u>                                 |
| <b>Name</b>                                                                     | <b>Date</b>                                         |

This license is scheduled for the City Council Meeting on: 07/14/2025

Please complete form by: 06/30/2025

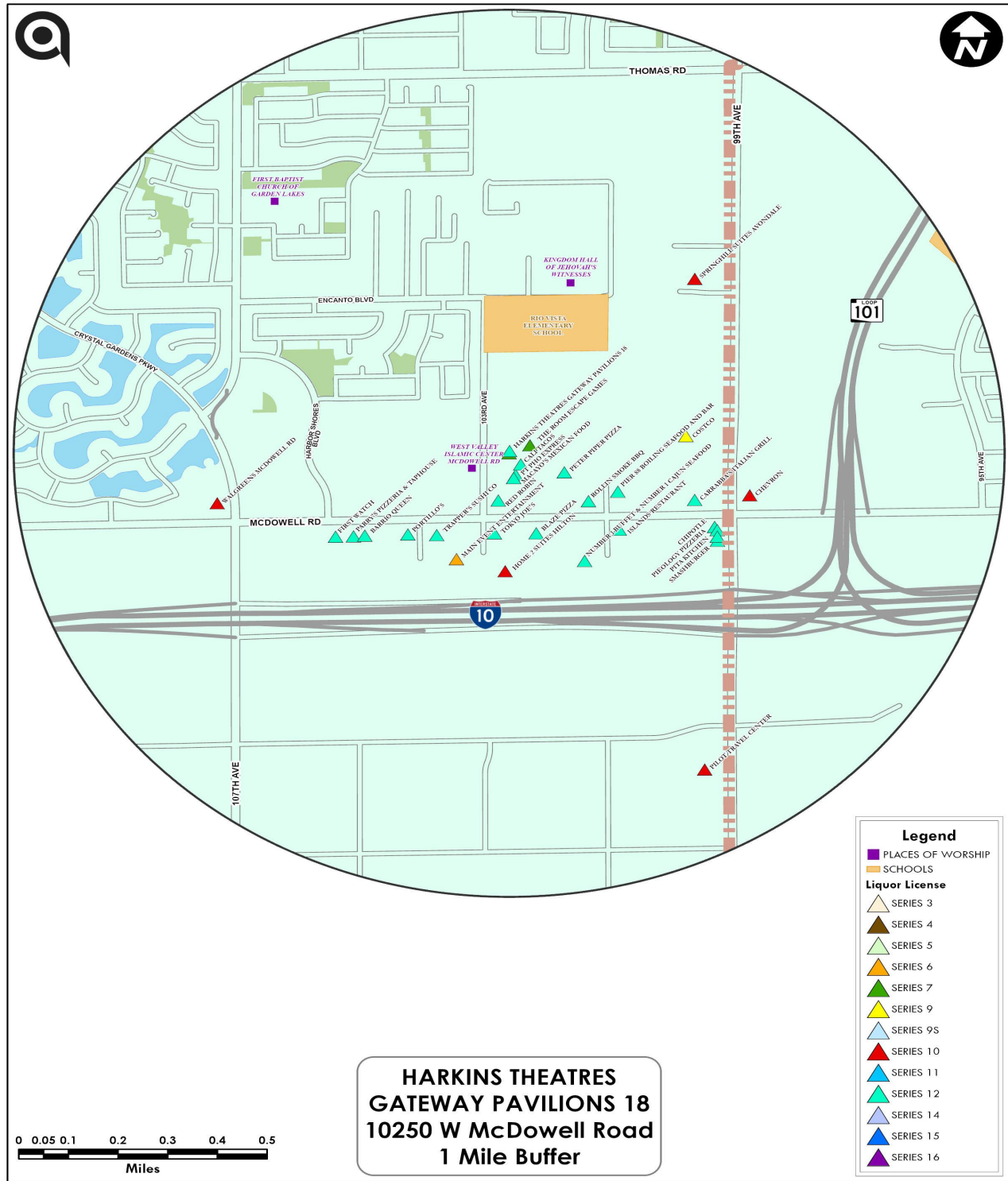
**LICENSE REVIEW FORM**

|                                                                                                                                             |                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <b>Type of License</b>                                                                                                                      | 12 Restaurant                               |
| <b>Applicant's Name</b>                                                                                                                     | Andrea Lewkowitz                            |
| <b>Business Name</b>                                                                                                                        | Harkins Theatres Gateway Pavilions 18       |
| <b>Business Address</b>                                                                                                                     | 10250 West McDowell Road Avondale, AZ 85392 |
| <b>Department Comments</b>                                                                                                                  |                                             |
| No concerns                                                                                                                                 |                                             |
| <input checked="" type="checkbox"/> <b>Police Department</b> <input type="checkbox"/> <b>Fire Department</b>                                |                                             |
| <input type="checkbox"/> <b>Development Services</b> <input type="checkbox"/> <b>Finance Department</b>                                     |                                             |
| <input checked="" type="radio"/> <b>Approved</b> <input type="radio"/> <b>Denied</b>                                                        |                                             |
| <br><small>Varney Lopez (Jun 26, 2025 07:24 PDT)</small> | Lieutenant                                  |
| <b>E-Signature</b>                                                                                                                          | <b>Title</b>                                |
| Varney Lopez                                                                                                                                | Jun 26, 2025                                |
| <b>Name</b>                                                                                                                                 | <b>Date</b>                                 |

This license is scheduled for the City Council Meeting on: 07/14/2025

Please complete form by: 06/30/2025

**GIS MAP**



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**ITEM NUMBER:** 3.c.

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**SUBJECT:** Contributions Assistance Program Fiscal Year 2025-2026 Funding Recommendations

**MEETING DATE:** 7/14/2025

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**TO:** Mayor and Council

**FROM:** Christopher Lopez, Neighborhood & Family Services Director

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

**REVIEWED:** Ron Corbin, City Manager, (623) 333-1011

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**STRATEGIC PLAN:**

This agenda item supports the following Avondale Strategic Outcome Areas:

- Community-Oriented Lifelong Learning Opportunities - Avondale will continue to foster an environment where education is a defining value and learning opportunities abound for residents of all ages.
- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region and each other.
- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

The approval of this agenda item provides expansion of human services programs and resources geared towards improving the health and welfare of Avondale residents.

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**PURPOSE:**

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$200,000 Contributions Assistance Program fund and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

**BACKGROUND:**

The Contributions Assistance Program was established by the City Council to provide a supplemental funding source for organizations providing services to the residents of the City of Avondale. The adopted budget for fiscal year 2025-2026 allocates \$200,000 for the Contributions Assistance Program. The City Council has appointed members to the Council Subcommittee for this process. The Council Subcommittee for FY 2025-2026 includes Vice Mayor Nielson, and Councilmembers Conde and Garcia. This program continues to be in demand by organizations serving Avondale residents. For fiscal year 2025-2026, applications were received from 55 non-profit agencies requesting a total amount of \$732,486.

**DISCUSSION:**

The Subcommittee reviewed applications on June 18, 2025 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents.
- Priority will be given to services and initiatives that support and address City Council's goals.
- Services provided at the Arizona Complete Health Avondale Resource Center will be given priority.
- Priority will be given to special projects. However, requests for operating support for direct and measurable services will be considered.
- Organizations that received funding will participate in quarterly reviews and demonstrate satisfactory progress towards stated goals and objectives.
- Current, timely and accurate reports from current recipients.
- Ability to generate revenue from other sources.
- All awards should be at or above the minimum amount requested by the organization. The minimum amount is established to provide the organization with adequate funding to effectively complete the project as proposed.

The Subcommittee has made the following funding recommendations:

1. A Mighty Change of Heart - \$2,500
2. A New Leaf - \$10,000
3. Agua Fria Food Bank - \$15,000
4. Angels on Patrol - \$2,500
5. Avondale Baptist Church - \$12,000
6. Avondale Firefighter Charities - \$2,500
7. AZ Community Impact - \$7,000
8. Boys and Girls Clubs of the Valley - \$10,000
9. Bridges Reentry Inc - \$6,000
10. Diana Gregory Outreach Services - \$7,000
11. Dress for Success Phoenix - \$5,000
12. Friends of the Southwest Family Advocacy Center - \$2,500
13. Goodyear Pebble Creek Rotary Foundation - \$2,500
14. Helping Children Succeed in School Foundation - \$2,000
15. Helping Families in Need - \$15,000
16. Homeless Youth Connection - \$3,500
17. Jobs for Arizona Graduates - \$5,000
18. Junior Achievement of Arizona - \$2,000
19. Mercy House Community Center - \$10,000
20. Mission of Mercy - \$5,000
21. New Life Center - \$10,000
22. Encircle Families - \$8,000
23. Read Better Be Better - \$5,000
24. Sounds of Autism - \$3,000
25. Southwest Lending Closet - \$10,000
26. St. Mary's Food Bank - \$6,000
27. The Foster Alliance - \$2,500
28. The Opportunity Tree - \$5,000
29. Top Dawg Wrestling Club - \$10,000
30. Trellis - \$5,000
31. Valley of the Sun YMCA - \$2,500
32. Westside Recreation - \$3,000
33. WHAM Art Association - \$3,000

#### **BUDGET IMPACT:**

Funding of \$200,000 for the Contributions Assistance Program is included in the FY2026 proposed budget.

**RECOMMENDATION:**

Staff recommends that the City Council approve the funding recommendations made by the City Council Subcommittee for the distribution of the \$200,000 Contributions Assistance Program Fund for fiscal year 2025-2026 and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

*Contact person for document distribution: Edith Baltierrez  
Mayra Garibo-Davila*



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**ITEM NUMBER:** 3.d.

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**SUBJECT:** Third Amendment to Memorandum of Understanding Between the City of Avondale and Avondale Professional Firefighters Association Local 3924

**MEETING DATE:** 7/14/2025

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**TO:** Mayor and Council

**FROM:** Andy Mesquita, Human Resources Director

**THROUGH:** Ron Corbin, City Manager, (623) 333-1011

**REVIEWED:** Ron Corbin, City Manager, (623) 333-1011

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**STRATEGIC PLAN:**

This agenda item supports the following Avondale Strategic Outcome Area:

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

City Council will consider a request to amend the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to incorporate language allowing for represented employees who have not completed promotional probation by the start of Fiscal Year 2026 to be eligible for a one-step merit increase on the same schedule that other non-represented employees on promotional probation receive their merit increase and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

Revisions to the current Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) are necessary to ensure consistency between the timing of when applicable merit/step increases are implemented for both represented and non-represented employees on promotional probation.

**DISCUSSION:**

In preparation for Fiscal Year 2026 compensation increases, a revision was made to Administrative Policy 95 (Compensation) allowing for employees on promotional probation to receive their merit increase at the beginning of the fiscal year, rather than waiting until the date they successfully completed promotional probation. The primary reason for this revision was to promote retention, given the fact that these employees already successfully completed original probation. While employees on promotional probation are eligible to receive their increase at the beginning of the fiscal year, they are still required to successfully complete the full duration of their promotional probationary period. An amendment to the MOU between the City of Avondale

and APFFA is necessary to ensure consistency among all employees on promotional probation.

**BUDGET IMPACT:**

The associated costs with this amendment have already been factored into the Fiscal Year 2026 final budget.

**RECOMMENDATION:**

Staff recommends Council adopt the proposed amendment to the Memorandum of Understanding between the City of Avondale and Avondale Professional Firefighters Association Local 3924 retroactive to June 23, 2025, which is the first pay period in Fiscal Year 2026.

*Contact person for document distribution: Andrew Mesquita*

**THIRD AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF AVONDALE  
AND  
AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION  
LOCAL 3924  
(July 2024 through June 2026)**

THIS THIRD AMENDMENT TO THE JULY 2024 TO JUNE 2026 MEMORANDUM OF UNDERSTANDING (this “First Amendment”) is entered into as of July 1, 2025, between the City of Avondale, an Arizona municipal corporation (the “City”), and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 (the “Association” or “Employee Organization”).

**RECITALS**

A. The City and the Employee Organization entered into the July 2024 to June 2026 Memorandum of Understanding (“MOU”), setting out the parties’ agreement concerning wages, hours, and benefits of certain employees in the positions of Firefighter, Fire Engineer, and Fire Captain (the “Represented Employees”). All capitalized terms not otherwise defined in this Third Amendment have the same meaning as contained in the MOU.

B. The MOU Article 4 (Employee Compensation & Hours of Work), Section 4.1 (Base Rate of Pay) outlines various pay rates for represented members, including promotional placements. Section 4.1 subsection B(2)(a) states “. . .[U]pon successful completion of promotional probation, said Employee will receive a one-step merit increase in accordance with the values of the step system table.”

C. Since the approval of the MOU, the City Manager implemented a modification to City of Avondale Administrative Policy 95 on June 23, 2025, which allows all eligible employees on promotional probation to receive a merit increase on the same schedule as other eligible employees.

D. The City and the Employee Organization desire to enter into this Third Amendment to the MOU to modify Section 4.1 of the MOU to align with the modifications made to City of Avondale Administrative Policy 95.

**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 Employee Organization hereby agree as follows:

1. The MOU Article 4 (Employee Compensation & Hours of Work), Section 4.1 (Base Rate of Pay) subsection B(2)(a) is deleted in its entirety and replaced with following language which shall read as the following:

**Section 4.1 Base Rate of Pay**

...

**B. Completing Original Probation, Promotional Placement and Progression through Steps**

...

- a) When Represented Members are promoted, they will be placed in the initial step of promoted rank. Upon successful completion of promotional probation, said Employee will receive a one-step merit increase in accordance with the values of the step system table. If an annual merit increase is approved by City Council, then Represented Members who have not completed promotional probation by the start of a new fiscal year will be eligible for a one-step merit increase on the same schedule that other, non-represented employees, receive their merit increase. While said Employee will receive their one-step merit increase early, they will still be required to successfully complete the full duration of their promotional probationary period.

...

...

2. Effect of Amendment. In all other respects, the MOU is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the MOU shall remain in full force and effect.
3. Effective Date of Amendment. This Amendment is effective as of June 23, 2025.
5. Non-Default. By executing this Third Amendment, the Employee Organization affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the MOU and (ii) any and all claims, known and unknown, relating to the MOU and existing on or before the date of this Third Amendment are forever waived.
6. Conflict of Interest. This Third Amendment and the MOU may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF AVONDALE,  
An Arizona municipal corporation

AVONDALE PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3924

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Ron Corbin, City Manager

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Ryan Tussing, President

ATTEST:

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Marcella Sarmiento, City Clerk

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**ITEM NUMBER:** 3.e.

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**SUBJECT:** Resolution 1051-0725 - Amendment No. 5 to the Intergovernmental Agreement with Maricopa County Human Services Department - Community Action Program (CAP) Services

**MEETING DATE:** 7/14/2025

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**TO:** Mayor and Council

**FROM:** Chris Lopez, Neighborhood Family Services Director

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

**REVIEWED:** Ron Corbin, City Manager, (623) 333-1011

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**STRATEGIC PLAN:**

Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. The Avondale CAP office is a reputable service provider in the Central West area. For many years, the CAP office has been dedicated to assisting residents with rental and utility needs. Moreover, they go beyond mere financial aid by offering valuable referrals and linking residents to various support services.

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**PURPOSE:**

City Council will consider a request to adopt Resolution 1051-0725, approving Amendment No. 5 of the Intergovernmental Agreement with Maricopa County administered by its Human Services Department for the provision of the Community Action Program services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

**BACKGROUND:**

The Community Action Program (CAP) has been providing assistance to the residents of Avondale since 1964. Services cater to individuals and/or families who require support for various reasons. Often, families living below the poverty line struggle to save money for unexpected crises. Consequently, they rely on assistance during significant household changes, including shifts in employment, medical emergencies, divorces, caring for elderly family members, or unexpected vehicle expenses.

The Community Action Program (CAP) offers assistance to individuals and/or families experiencing financial hardship by providing support for rental and utility assistance. The specified service area covered by the contract encompasses Avondale, Goodyear and Litchfield Park, as well as unincorporated areas extending north to Glendale Avenue, and east/south to Laveen, excluding all other areas of Laveen. This particular area is referred to as the Central West CAP region in Maricopa County.

In FY24, the Avondale CAP office assisted a total of 939 households with rental and utility assistance. To date, in FY25 the Avondale CAP office provided a total of 659 households with rental and utility assistance.

**DISCUSSION:**

This fourth amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department will continue to provide \$297,000 in funding for the administration of the Avondale Community Action Program. The funding is available as cost reimbursement to the City. The grant term begins July 1, 2025 and will be in effect until June 30, 2026.

**BUDGET IMPACT:**

The total funding provided by Maricopa County Human Services Department is \$297,000. All funds will be utilized for the following purposes; personnel, employee-related expenses, professional & outside services (contracted temporary staff), training, materials & supplies, and operating services. Maricopa County Human Services Department requires a 25% cash match of the \$297,000, which is equal to or greater than \$74,250. Three funded positions included in the FY26 budget are counted toward and exceed the required match contribution.

**RECOMMENDATION:**

Staff recommends City Council adopt a resolution and approve a fifth amendment to the Intergovernmental Agreement with MCHSD to receive \$297,000 in funding.

*Contact person for document distribution: Jerie Guajardo*

**RESOLUTION NO. 1051-0725**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE FUNDING TO OPERATE THE COMMUNITY ACTION PROGRAM

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

SECTION 1. Amendment No. 5 to the Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County, Arizona for a grant award to operate the City’s Community Action Program for fiscal year 2025-2026 (the “Fifth Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, July 14, 2025.

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Mike Pineda, Mayor

ATTEST:

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Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

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Nicholle Harris, City Attorney



EXHIBIT A  
TO  
RESOLUTION NO. 1051-0725

[Fifth Amendment]

See following pages.

**AMENDMENT NO. 5 TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF AVONDALE**

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Avondale, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about July 21, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Avondale. The County and the Contractor collectively are referred to as the "Parties."

The Parties entered into Amendment No. 1 on or about September 22, 2023. Amendment No. 1 extended the term of the Agreement through June 30, 2024. Amendment No. 1 replaced Section 3 Work Statement in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 was replaced in its entirety with a not to exceed amount of \$297,000 for the funding period from July 1, 2023, through June 30, 2024.

The Parties entered into Amendment No. 2 on or about September 22, 2023. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was revised to correct the line-item budget Total Costs in the Travel and Operating Services budget categories. The total funding amount in Amendment No. 2 was not changed.

The Parties entered into Amendment No. 3 on or about July 11, 2024. The term of the Agreement was extended through June 30, 2025. The Work Statement in Section 3 was revised and replaced. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget), was replaced in its entirety with a not-to-exceed amount of \$297,000 for funding period from July 1, 2024, through June 30, 2025. Required contract language was added to the Agreement.

The Parties entered in Amendment No. 4 on or about April 30, 2025. The Amendment increased funding in an amount not to exceed \$88,000 in American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) under (ALN) 21.027 for Fiscal Years 2025 and 2026 for the ADOH Housing Stability Flex Program and extended the term of the Agreement through June 30, 2026, for this program. The County point of contact and Administrative Change Order Language was updated, required contract language was added, Section 3 (Work Statement) was revised and replaced in its entirety, and the ARPA SLFRF Federal Award Identification Number (FAIN) and Award date were incorporated into the Agreement in Section 4 (Budget and Compensation).

- II. The Parties agree to enter into this Amendment No. 5 to amend the Agreement as follows:

A. The Agreement term is from July 1, 2025, through June 30, 2026.

- B. Retroactive to July 1, 2024, Fiscal Year 2025, as amended, in accordance with 2 C.F.R. 200.331(a), the City of Avondale shall be identified as "Subrecipient" for the purpose of carrying out the activities identified in the Work Statement in Section
- C. Revise the Agreement funding by an amount not to exceed \$297,000 for Fiscal Year 2026. The funding period of availability will be July 1, 2025, through June 30, 2026. The funding sources for this Amendment may include but are not limited to the following:
- 93.569 Community Services Block Grant (CSBG)  
93.568 Low Income Home Energy Assistance Program (LIHEAP)  
21.027 Coronavirus State and Local fiscal Recovery Funds (SLFRF)
- D. Revise Section 2 (Special Provisions) Paragraph 4.0 (System for Award Management) to add the following subparagraph:
- 4.4 The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or [SAM.gov](https://sam.gov). Documentation of the UEI Number must be included in all project files. The Subrecipient must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.
- E. Revise Section 3 (Work Statement), by removing in its entirety and replacing it with the following:

### **1.0 PROGRAM GOALS**

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

### **2.0 SCOPE OF WORK**

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed.

Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

**2.1 MCHSD Crisis Financial Assistance Services**

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 MCHSD Crisis Financial Assistance Services shall be coordinated with other local or grant financial assistance services to maximize benefits to the household.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy and Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics.

2.1.4 MCHSD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

**2.1.5.1 Utility Assistance**

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

**2.1.5.2 Rental Assistance**

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

**2.1.6 MCHSD Crisis Financial Assistance Service Requirements**

2.1.6.1 Subrecipient shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients that apply in person with a paper application or needing assistance applying online.

2.1.6.2 On-site application process shall include the following:

2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;

2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy and Procedure Program Manual;

2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours of receipt;

2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics;

- 2.1.6.2.5 Create an application in HSD Dynamics, as well as the program application (s) the client is eligible for;
  - 2.1.6.2.6 Upload eligibility documents in HSD Dynamics;
  - 2.1.6.2.7 Research each household member to determine if they have received previous assistance; and
  - 2.1.6.2.8 Research and enter vendor/provider information in Dynamics.
- 2.1.6.3 The Subrecipient will also process applications submitted through the HSD Dynamics portal per MCHSD/ CRD Policy and Procedure Manual, following the process outlined below:
- 2.1.6.3.1 Subrecipient will assign and disposition program applications to Client Services Specialist;
  - 2.1.6.3.2 Upload eligibility documents in HSD Dynamics; and
  - 2.1.6.3.3 Research provider profile and submit vendor information related to the County vendor registration process, within twenty-four (24 hours), if applicable;
  - 2.1.6.3.4 Document all services provided and supported by County funds in HSD Dynamics, in addition to local/ grant financial assistance services;
  - 2.1.6.3.5 Manage and monitor application queue in HSD Dynamics based on application submission date;
  - 2.1.6.3.6 Document client's program involvement and progress in the required case note/timeline section of HSD Dynamics;
  - 2.1.6.3.7 Conduct quality assurance review and ensure controls on all submitted service authorizations;
  - 2.1.6.3.8 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date.

## 2.2 **Navigation Services**

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both Subrecipient's internal program (non-County funded) along with external program services.

- 2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Subrecipient shall provide application assistance which may include the following:

- 2.2.1.1.1 Answering questions about program eligibility and the application process.
- 2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.
- 2.2.1.1.3 Scanning and uploading required documents, if needed.
- 2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
- 2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website ([www.ID.me.com](http://www.ID.me.com)).
- 2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Life Threatening Crisis Assistance Applicants.
- 2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.2 Navigation to Internal Program Services

- 2.2.1.2.1 Subrecipient shall identify a minimum of two (2) internal programs based on the most recent MCHSD Community Needs Assessment. Subrecipient will submit a logic model (Exhibit 1) by July 31<sup>st</sup> of the current program year, to be approved by MCHSD. The logic model shall provide the following information for each program service:
  - 2.2.1.2.1.1 Community need;
  - 2.2.1.2.1.2 Anticipated program outcome(s);
  - 2.2.1.2.1.3 Description of program service;
  - 2.2.1.2.1.4 Projected number of individuals/ households to be served; and
  - 2.2.1.2.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s).
  - 2.2.1.2.1.6 Data collection methodology
- 2.2.1.2.2 Subrecipient shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes

identified in the Subrecipient's logic model.

2.2.1.2.2.1 Follow up contact shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

#### 2.2.1.3 Navigation Service Requirements

2.2.1.3.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Subrecipient shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Subrecipient shall provide navigation services as it relates to internal program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/CRD quarterly ROMA reports.

2.2.1.7 Subrecipient shall use the MCHSD/CRD approved logic model template for internal program navigation.

### 2.3 **Information and Referrals**

2.3.1 Subrecipient shall provide information and referrals to include but not limited to the following:

2.3.1.1 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.2 DES Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.3 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

2.3.1.4 Food and nutrition services to counteract the impacts of starvation or malnutrition.

**2.3.2 Information and Referrals Service Requirements**

2.3.2.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.

2.3.2.2 Subrecipient shall document all referrals in HSD Dynamics and follow referral procedures in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

**2.4 Housing Stability Flex Program**

The Housing Stability Flex Program expands existing housing stability services to qualified clients for the purpose of eliminating barriers for those “at risk” of homelessness and can maintain housing after the “one-time” assistance. Services include the delivery of “one-time” financial assistance and referral, case management, and follow up contact.

**2.4.1 Financial Assistance**

2.4.1.1 Subrecipient shall assess and triage eligible resources using funding as an option of last resort, or to meet participant's immediate need that other funding sources are unable to cover.

2.4.1.2 The use of these funds is limited to a one-time payment of no more than \$3,000 paid on behalf of the participant who was determined program suitable with an ability to maintain housing after the one-time financial assistance utilizing an eligible financial resource. Program shall not to be used for ongoing assistance.

**2.4.2 Case Management**

2.4.2.1 Subrecipient shall determine eligibility, program suitability, and assess participants for the program. Develop a case plan with the client to include goals that focus on the household's ability to maintain a lease and address barriers to housing retention, including maximizing their ability to pay rent; improving understanding of landlord/tenant rights and responsibilities; and addressing other issues that have, in the past, resulted in housing crisis or housing loss.

2.4.2.2 Subrecipient shall maintain an updated list of community resources and low-income housing assistance programs (and their eligibility requirements) to which participants can be referred.

2.4.2.3 Referrals will be made to appropriate community and mainstream resources, including, but not limited to income supplements/benefits (TANF, Food Stamps/SNAP, etc.), non-cash supports



(healthcare, food supports, etc.), legal assistance, credit counseling, and subsidized childcare.

2.4.2.3.1 Subrecipient shall follow up with client regarding the outcome of the referrals.

2.4.3 Post Financial Assistance Follow-up Services

2.4.3.1 Subrecipient shall conduct follow up contact with participants following the delivery of the one-time financial assistance to determine participant's housing status, impact of funding, and the need for additional connections to other program resources outside of the one-time payment assistance.

2.4.3.2 Subrecipient shall assess the participant's housing status and document progress utilizing the case plan at 3, 6, and 12 months and update Dynamics as outlined in the MCHSD/CRD Policy and Procedure Program Manual.

2.4.3.3 Follow up contact shall be conducted based on the client's preferred method of contact. Contact may be provided via text, in person, virtual, and/ or telephonic.

2.4.4 Housing Stability Flex Program Service Requirements

2.4.4.1 Subrecipient shall provide program related financial assistance services to a minimum of 90 qualified clients for the timeframe of March 1, 2025 to December 31, 2025.

2.4.4.2 Qualified clients shall have a household income at or below 80% Average Median Income (AMI) and meet the following criteria per MCHSD/ CRD Policy and Procedures Handbook:

2.4.4.2.1 Client must be a U.S. Citizen or meet Qualified Noncitizen Immigrant status;

2.4.4.2.2 Client is a current renter or residing in a temporary shelter through evidence of participation in a housing assistance program;

2.4.4.2.3 Client must demonstrate the household is experiencing or expects to experience a crisis;

2.4.4.2.4 Client's household is determined to be at risk of homelessness; and

2.4.4.2.5 Client is able to demonstrate the household's ability to maintain housing after receiving one-time financial assistance services.

2.4.4.3 Subrecipient shall verify qualified clients' household housing status, income, and suitability for program services per CRD/ MCHSD Policy and Procedures Manual.

- 2.4.4.4 Qualified clients shall have: 1) an active program application in HSD Dynamics, or 2) are assisted in the creation of an HSD Dynamics active program application.
- 2.4.4.5 Subrecipient shall record all program services and activities in HSD Dynamics to include financial/ non-financial services, client progress, and follow up outcomes.
- 2.4.4.6 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics.
- 2.4.4.7 MCHSD/CRD will make payment directly to vendors upon authorization by County.
- 2.4.4.8 Subrecipient shall continue to conduct and demonstrate evidence of post financial assistance follow up services with clients through June 30, 2026.
- 2.4.4.9 The County reserves the right to add, remove, or revise requirements to meet program goals.

## **2.5 Facility Requirements**

- 2.5.1 Subrecipient shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
  - 2.5.1.1 AZDES LIHEAP Application Portal;
  - 2.5.1.2 HSD Client Portal;
  - 2.5.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
  - 2.5.1.4 Online job search and submission of application/ resume; and/or
  - 2.5.1.5 Information regarding scholarships and federal financial aid.
- 2.5.2 Subrecipient shall ensure adequate space for the following:
  - 2.5.2.1 On-site workshops and training classes;
  - 2.5.2.2 Local job/career fairs; and
  - 2.5.2.3 Eligibility determination where confidential information cannot be overheard.

## **2.6 Reporting Requirements**

- 2.6.1 Subrecipient shall submit programmatic and financial reports to MCHSD/CRD as listed below:
  - 2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10<sup>th</sup> business day after the end of each quarter of the fiscal year.

- 2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
- 2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
- 2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:
  - 2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
  - 2.6.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

## 2.7 **HSD Dynamics Access**

- 2.7.1 Access to HSD Dynamics will be provided by MCHSD/CRD upon request from Subrecipient.
- 2.7.2 Subrecipient shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances.
- 2.7.3 MCHSD reserves the right to immediately remove access if it is determined Subrecipient's personnel is a risk to the County operations for any of the following reasons but not limited to:
  - 2.7.3.1 Approving clients for services they are not eligible for;
  - 2.7.3.2 Denying eligible clients services; and
  - Accessing the HSD Dynamics for any purpose other than areas of responsibility.
- 2.7.4 MCHSD/CRD will provide Subrecipient programmatic ad hoc reports, as requested.

## 2.8 **Staff Requirements**

- 2.8.1 Subrecipient shall:
  - 2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks, Fingerprint and Central Registry clearances have been completed with satisfactory results and procedures are in place if results are unsatisfactory;
  - 2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;
  - 2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

- 2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;
- 2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:
  - 2.8.1.5.1 An overview of the MCHSD/CRD Policy and Procedure Manual; and
  - 2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.
- 2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;
- 2.8.1.7 The Subrecipient shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Subrecipient shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff.

## **2.8.2 Code of Conduct:**

- 2.8.2.1 The Subrecipient shall avoid any action that might create or result in the appearance of:
  - 2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
  - 2.8.2.1.2 Actions on behalf of the County without appropriate authorization.
  - 2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.
  - 2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
  - 2.8.2.1.5 Misrepresenting or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
  - 2.8.2.1.6 Loss of impartiality when advising the County.

## **2.9 Community Action Program Meetings**

- 2.9.1 MCHSD will facilitate quarterly meetings with CAP Subrecipients to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.

2.9.2 Subrecipient shall ensure that a designated staff member participates in CAP meetings, as scheduled.

**2.10 Cooperation in Strategic Planning and Community Needs Assessment:**

2.10.1 Subrecipient shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

**2.11 Training and Technical Assistance**

2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance, if applicable, on the following:

- 2.11.1.1 MCHSD/CRD Policy and Procedure Program Manual;
- 2.11.1.2 MCHSD funded financial assistance services;
- 2.11.1.3 Use of HSD Dynamics;
- 2.11.1.4 Reports and forms, as required;
- 2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
- 2.11.1.6 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
- 2.11.1.7 Review of program monitoring findings; and
- 2.11.1.8 Other training and technical assistance as needed/required.

**2.12 Limited English Proficiency**

2.12.1 The Subrecipient shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

2.12.2 Applicable Program Rules and Regulations:

- 2.12.2.1 Subrecipient shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
- 2.12.2.2 COATS Human Services Reauthorization Act of 1998;
- 2.12.2.3 2 CFR 200 Uniform Administrative Requirements;
- 2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
- 2.12.2.5 Stewart B. McKinney Homeless Assistance Act;
- 2.12.2.6 ARS §46-241-State Short Term Crisis Services;
- 2.12.2.7 ARS §46-731–Utility Assistance;
- 2.12.2.8 ARS §46-741–Neighbors Helping Neighbors;
- 2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and

- 2.12.2.10 ARS §§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
- 2.12.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 2.12.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Subrecipient, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,
- 2.12.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 2.12.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Subrecipient by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

## 2.13 **Grievance Procedures**

- 2.13.1 Subrecipient shall establish a process to review and address client grievances. Subrecipient shall submit grievance process to MCHSD/CRD, as requested.
- 2.13.2 Subrecipient shall advise all applicants of their right to present to the Subrecipient any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.
- 2.13.3 Subrecipient shall address grievances for individuals seeking/receiving County funded assistance who feel that they have not been treated fairly.
- 2.13.4 Subrecipient shall act as first reviewer of grievances for their respective site following their prescribed written process. All grievances are documented in HSD Dynamics. MCHSD acts as second review for all escalated CAP grievances.

Follow grievance procedures as outlined in the MCHSD/CRD Policy and Procedure Program Manual.

**2.14 Community Action Tripartite Board Recruitment**

2.14.1 Subrecipient shall recruit local community members to serve in the role of the Public Official or Consumer Representative sectors for the MCHSD Community Action Commission, as requested by MCHSD. Subrecipients shall perform the following outreach activities:

- 2.14.1.1 Post flyers at location(s) and community events;
- 2.14.1.2 Share information and distribute flyers to clients;
- 2.14.1.3 Direct community members to the following MCHSD website page to obtain additional information and Commission application: [CACCommission@maricopa.gov](mailto:CACCommission@maricopa.gov);
- 2.14.1.4 Assist clients or with the Democratic Selection Process;
- 2.14.1.5 Coordinate outreach efforts to city council members.

**2.15 Pandemic Award Performance**

2.15.1 The Subrecipient shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.15.2 The pandemic performance plan shall include:

- 2.15.2.1 Key succession and performance planning if a sudden significant decrease in Subrecipient's workforce should occur.
- 2.15.2.2 Alternative methods to ensure services are available.
- 2.15.2.3 An up-to-date list of Subrecipient contacts and organizational chart.
- 2.15.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:
- 2.15.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.
- 2.15.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.15.2.7 Once the pandemic is officially declared over and/or the Subrecipient can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

- F. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) and add a new Operating Budget for CAP Services for Fiscal Year 2026. The County shall provide the Subrecipient with a not to exceed amount of \$297,000 for the period of July 1, 2025, through June 30, 2026. Unexpended Operating Budget funds from Fiscal Year 2025 shall not be available for expenditures in Fiscal Year 2026.
  - G. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with the FY2026 final expenditure dollar amounts made available under each federal award program (according to Assistance Listing Number (ALN) within 60 days after June 30, 2026 ([https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332\(b\)\(1\)\(xii\)](https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332(b)(1)(xii)))).
- III. Section II above contains all the changes to the Agreement made by this Amendment No. 5. The Agreement is amended to incorporate the changes contained in the Amendment No. 5. All other terms and conditions of the Agreement remain the same and in full force and effect as executed by the Parties. This Amendment No. 5 is subject to and incorporates the provisions of A.R.S. §38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 5, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]



IN WITNESS, the Parties have approved and signed this Amendment No. 5:

APPROVED BY:  
CITY OF AVONDALE

APPROVED BY:  
MARICOPA COUNTY

\_\_\_\_\_  
Mike Pineda, Mayor Date

\_\_\_\_\_  
Thomas Galvin, Chairman Date  
Board of Supervisors

Attested To:

Attested To:

\_\_\_\_\_  
City Clerk Date

\_\_\_\_\_  
Juanita Garza Date  
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Attorney for the City Date

BY: \_\_\_\_\_  
Deputy County Attorney Date

| Fiscal Year 2026 Operating Budget*               |                                         |                     |                  |
|--------------------------------------------------|-----------------------------------------|---------------------|------------------|
| City of Avondale Operating Budget – CAP Services |                                         |                     |                  |
| Contract Period                                  | July 1st, 2025, through June 30th, 2026 |                     |                  |
| <b>Funding</b>                                   |                                         |                     |                  |
| County Funds                                     |                                         | \$297,000           |                  |
| Cash Match Contributions                         |                                         | \$162,193           |                  |
|                                                  |                                         | <b>\$459,193</b>    |                  |
| Budget Category                                  | Direct Cost                             | Administration Cost | Total Cost       |
| <b>Total Expenses</b>                            | <b>\$366,540</b>                        | <b>\$92,652</b>     | <b>\$459,193</b> |

\*Budget modifications among line-item expenditure categories totaling less than 25 percent of the total budget amount can be authorized through prior written approval by the program manager.

### ADOH Housing Stability Flex Program Budget\*\*

| ITEMIZED SERVICE BUDGET                              |      |                                       |                                         |                              |
|------------------------------------------------------|------|---------------------------------------|-----------------------------------------|------------------------------|
| CONTRACT SERVICE: ADOH Housing Insecurity Flex Funds |      |                                       |                                         |                              |
| CONTRACT PERIOD: 04/01/2025 to 6/30/2026             |      |                                       |                                         |                              |
|                                                      |      | *D = % Direct<br>Service<br>Functions | *A = %10<br>Administrative<br>Functions |                              |
| <b>I PERSONNEL</b>                                   |      |                                       |                                         |                              |
| Total FTE's dedicated to this contract:              | 1.00 | \$ 70,200                             | \$ 7,800                                | TOTAL: \$78,000              |
| <b>II EMPLOYEE RELATED EXPENSES</b>                  |      | \$ 9,000                              | \$ 1,000                                | TOTAL: \$10,000              |
| <b>III PROFESSIONAL AND OUTSIDE SERVICES</b>         |      | \$0                                   | \$0                                     | TOTAL: \$0                   |
| <b>IV TRAVEL</b>                                     |      | \$0                                   | \$0                                     | TOTAL: \$0                   |
| <b>V SPACE</b>                                       |      | \$0                                   | \$0                                     | TOTAL: \$0                   |
| <b>VI MATERIALS AND SUPPLIES</b>                     |      | \$0                                   | \$0                                     | TOTAL: \$0                   |
| <b>VII OPERATING SERVICES</b>                        |      | \$0                                   | \$0                                     | TOTAL: \$0                   |
|                                                      |      | TOTAL COST<br>for Direct<br>Service   | for<br>Administrati<br>ve Service       | Proposed<br>Cost to<br>MCHSD |
|                                                      |      | \$79,200.00                           | \$8,800.00                              | \$88,000                     |

\*\*Funding period of availability is April 1<sup>st</sup> through June 30, 2026, there is no cash match contribution requirement.

## EXHIBIT 1

## MHSD Logic Model Template

**ROMA Logic Model – Family Level****National Community Action Network Theory of Change**

**Community Action Goal 1:** Individuals and families with low incomes are stable and achieve economic security.

Agency: \_\_\_\_\_

| <b>Need</b>     | <b>Outcome</b><br><i>General statement of results expected</i> | <b>Service</b> | <b>Projected Indicator</b><br><i># to achieve/ # to be served; time frame</i> | <b>Measurement Tool</b> | <b>Data Procedures</b> | <b>Frequency</b><br><i>Data collection and reporting</i> |
|-----------------|----------------------------------------------------------------|----------------|-------------------------------------------------------------------------------|-------------------------|------------------------|----------------------------------------------------------|
|                 |                                                                |                |                                                                               | Output Tool:            | Who does it?           | Data Collection:                                         |
|                 |                                                                |                |                                                                               | Outcome Tool:           | What is the process?   | Data Reporting                                           |
|                 |                                                                |                |                                                                               |                         | Where is data stored?  |                                                          |
| <b>Mission:</b> |                                                                |                |                                                                               |                         |                        |                                                          |

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**ITEM NUMBER:** 3.f.

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**SUBJECT:** Ordinance 2027-0725 – Amendment of City Code Chapter 7, Articles I, II, III, IV, and V – Relating to Special Events

**MEETING DATE:** 7/14/2025

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**TO:** Mayor and Council

**FROM:** Corey Larriva, Parks, Recreation & Libraries Director

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

**REVIEWED:** Ron Corbin, City Manager, (623) 333-1011

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**STRATEGIC PLAN:**

This agenda item supports the following Avondale Strategic Outcome Area:

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

**PURPOSE:**

City Council will consider a request to adopt Ordinance 2027-0725, amending the Avondale City Code, Chapter 7, Articles I, II, III, IV, and V, relating to special event definitions and general requirements, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. Council will take appropriate action.

**BACKGROUND:**

Chapter 7 of the Avondale Code relating to Special Events was adopted in June 2022 for the purpose of establishing a definition of a special event as well as the process for obtaining a permit. The requested amendments would create new classifications of special events that will streamline both the applicant experience and the staff review process of permitting special events. The amendments will also give the city additional enforcement guidance for when a special event is out of compliance with its issued permit.

**DISCUSSION:**

The purpose of the Special Events Code is to provide event organizers with a definition of what is considered a special event. The code also provides guidance on when a permit is required, as well as the application process for obtaining a permit. The proposed changes would create new classifications of events that will streamline the permitting process, which currently creates undue burdens for both applicants and staff. The proposed changes will be:

- Three new event classifications will be created: Major Event, Minor Event, and Alcohol-Only Event.
- Eliminate the special event permit exemption for city-sponsored events.

- Establish a 45-day deadline for minor event and alcohol-only special event applications to be submitted to the City.
- Updates the fees eligible to be waived.
- New guidance for members of staff to revoke a special event permit for noncompliance.
- Update department title to Parks, Recreation & Libraries Department.
- Clarify any vague definitions or procedures to match changes requested in the Special Events Code.

**BUDGET IMPACT:**

No Budget Impacts

**RECOMMENDATION:**

Staff recommends City Council adopt an Ordinance amending Chapter 7, Articles I, II, III, IV, and V of the Avondale City Code, relating to the Special Events Code, and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

*Contact person for document distribution: Corey Larriva, Stacy Swainston*

## ORDINANCE NO. 2027-0725

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 7 (SPECIAL EVENTS CODE), SECTION 7-1 (DEFINITIONS), SECTION 7-2 (SPECIAL EVENT PERMIT REQUIRED), SECTION 7-3 (EXCEPTIONS), SECTION 7-4 (APPLICATION PROCESS), AND SECTION 7-5 (GENERAL REQUIREMENTS AND TERMS).

SECTION 1. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-1 (Definitions) is hereby amended to read as follows:

### 7-1 Definitions.

...

~~“Director.” The Director of the city’s parks, and recreation department or their designee.~~

...

“Special event.” Any gathering, use, event or activity that meets any of the following criteria:

- (a) ~~Involves or is expected to attract more than one hundred fifty (150) people;~~ “ALCOHOL ONLY EVENT.” AN EVENT REQUIRING A STATE-ISSUED TEMPORARY EXTENSION OF PREMISES WITH UNDER 250 PEOPLE OR A SPECIAL EVENT LIQUOR LICENSE, AS DESCRIBED IN SECTION 13-95 OF THIS CODE, BUT DOES NOT MEET A CRITERIA OF A MINOR EVENT OR MAJOR EVENT;
- (b) ~~Involves the closing or partial closing of a public street or right of way; or that restricts the use of a public street or right of way, which includes by way of example, but not limitation, races over public streets and/or sidewalks, except that a block party with a block party permit issued by the city shall not be considered a special event unless it meets another criteria of this section;~~ “MINOR EVENT.” A GATHERING OF PEOPLE THAT MEETS ANY OF THE FOLLOWING, BUT IS NOT A MAJOR EVENT:
  - (1) AT LEAST 250, BUT LESS THAN 1000 PEOPLE;
  - (2) DISPLAY OF NON-DOMESTICATED ANIMALS;

- (3) INVOLVES ANY ACTIVITY OR USE THAT DEVIATES FROM THE CURRENT LEGAL LAND USE OR LEGAL NONCONFORMING USE OF THE PROPERTY;
  - (4) THE USE OF A CANOPY (COVERING WITH OPENINGS ON ALL SIDES) THAT EXCEEDS 700 SQUARE FEET OR A TENT (COVERING WITH ANY SIDE CLOSED) THAT EXCEEDS 400 SQUARE FEET;
  - (5) THE USE OF 1 TO 2 SIMPLE STAGES (I.E. NO SCAFFOLDING OR ADDITIONAL STRUCTURE TO THE STAGE);
  - (6) REQUIRES A STATE-ISSUED TEMPORARY EXTENSION OF PREMISES LICENSE WITH AT LEAST 250 PEOPLE.
  - (7) INCLUDES TEMPORARY FENCING, TEMPORARY SIGNS/BANNERS AND GENERATORS.
- (c) ~~Will block or restrict access to the property of others;~~ “MAJOR EVENT.” A GATHERING OF PEOPLE THAT INVOLVES ANY OF THE FOLLOWING:
- (1) AT LEAST 1000 PEOPLE;
  - (2) THE CLOSING OR PARTIAL CLOSING OF A PUBLIC STREET OR RIGHT-OF-WAY; OR THAT RESTRICTS THE USE OF A PUBLIC STREET OR RIGHT-OF-WAY, WHICH INCLUDES BY WAY OF EXAMPLE, BUT NOT LIMITED TO, RACES OVER PUBLIC STREETS OR SIDEWALKS, EXCEPT THAT A BLOCK PARTY WITH A BLOCK PARTY PERMIT ISSUED BY THE CITY SHALL NOT BE CONSIDERED A MAJOR SPECIAL EVENT UNLESS IT MEETS ANOTHER CRITERIA OF THIS SECTION;
  - (3) THE USE OF FIREWORKS, SPECIAL EFFECTS, LARGE OPEN FLAMES SUCH AS BONFIRES, EXPLOSIONS, OR OTHER POTENTIALLY DANGEROUS DISPLAYS OR ACTIONS;
  - (4) THE INSTALLATION OF MECHANICAL AMUSEMENT RIDES AND/OR TEMPORARY OR PORTABLE BUILDINGS;
  - (5) WOULD BLOCK OR RESTRICT ACCESS TO A PROPERTY OF OTHERS;
  - (6) THE USE OF A COMPLEX TENT OR MEMBRANE STRUCTURE;
  - (7) THE USE OF 3 OR MORE SIMPLE STAGES, ANY NUMBER OF STAGES WITH SCAFFOLDING OR ADDITIONAL STRUCTURE (I.E. LIFTED PLATFORMS, ACROBATIC CABLES), 2 DETACHED STRUCTURES, OR A COMPLEX STRUCTURE.

- ~~(d) Involves the use of fireworks, special effects, large open flames such as bonfires, explosions, or other potentially dangerous displays or actions;~~
- ~~(e) Involves any activity or use on property that deviates from the current legal land use or legal nonconforming use of the property;~~
- ~~(f) Involves the installation of mechanical amusement rides and/or temporary or portable buildings;~~
- ~~(g) Involves the display of non-domesticated animals;~~
- ~~(h) Requires a state issued temporary extension of liquor license premises or a special event liquor license as prescribed in section 13-95 of this Code.~~

...

SECTION 2. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-2 (Special event permit required), subsection (a) is hereby amended to read as follows:

**7-2 Special event permit required.**

(a) Except as otherwise provided in this chapter, it is unlawful for any person to conduct, hold, sponsor or cause to be held a special event without first having obtained a special event permit from the ~~parks, and recreation department~~ CITY.

...

SECTION 3. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-3 (Exceptions) is hereby amended to read as follows:

**7-3 Exceptions.**

The provisions of this chapter do not apply to the following:

(a) School events unless the event involves any of the activities identified in the section 7-1, with the exception of subsections ~~(d-C.3)~~ and ~~(f C.4)~~ UNDER THE “SPECIAL EVENT” DEFINITION;

...

~~(e) City sponsored events, unless the event requires a state issued temporary extension of liquor license premises or a special event liquor license.~~

~~(dC)~~ The city manager or their authorized designee may suspend enforcement of this chapter or any part hereof for designated special events.

SECTION 4. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-4 (Application Process) is hereby amended to read as follows:



#### 7-4 Application Process.

(a) Any person seeking the issuance of a special event permit shall make application with the city in a form prescribed by the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE.

(b) The application for ~~a~~ AN ALCOHOL ONLY SPECIAL EVENT AND MINOR special event shall be submitted to the city no less THAN FORTY-FIVE (45) CALENDAR DAYS PRIOR TO THE FIRST DAY OF THE EVENT AND FOR A MAJOR SPECIAL EVENT SHALL BE SUBMITTED TO THE CITY NO LESS THAN sixty (60) calendar days prior to the first day of the event. Notwithstanding the foregoing, applications for a First Amendment Event shall be filed no less than fourteen (14) calendar days prior to the first day of the event. An application for a First Amendment Event may be filed less than fourteen (14) days prior to the first day of the event if it is accompanied by a statement from the applicant that the impetus to hold the First Amendment Event did not occur until less than fourteen (14) days prior to the event and the application was filed promptly after the desire or intention to hold such an event was formed.

(c) ~~There shall be a non-refundable application fee for each application.~~ All application SPECIAL EVENT PERMIT fees shall be assessed under a schedule of fees promulgated by resolution of the city council. No ~~application~~ SPECIAL EVENT PERMIT fee shall be required for First Amendment Events, BUT OTHER REASONABLE FEES (I.E. FOR OTHER TYPES OF PERMITS OR UTILIZING CITY RESOURCES) MAY BE ASSESSED ON A COST RECOVERY BASIS. ~~The application~~ ANY fee may be waived upon the approval of the city manager or ~~a~~ THEIR AUTHORIZED designee.

(d) ~~The parks and recreation department~~ DESIGNATED CITY DEPARTMENT, ~~with the assistance of a special event review committee,~~ shall be responsible for processing applications for special events.

~~(1) A special event review committee consisting of representatives of city departments/divisions that could be affected by proposed special events shall be established. The director shall be the chair of the special event review committee.~~

(21) ~~The special event review committee~~ PARKS, RECREATION AND LIBRARIES DEPARTMENT OR OTHER CITY DEPARTMENTS shall confer as needed to review special event applications and shall have the authority to procure from the applicant such clarifications and additional information necessary for the approval or denial of an application for a special event permit.

(32) The ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE, based on the recommendations of ~~the special event review committee~~ CITY DEPARTMENTS or any member thereof, may impose terms, conditions, and/or stipulations as a condition of granting a special event permit. These conditions include, but are not limited to the following:

...

(v) Requiring ~~first aid stations~~ MEDICAL SERVICE PLANS be available; THE APPLICANT MAY BE REQUIRED, AT THE APPLICANT'S EXPENSE, TO FURNISH MEDICAL SERVICES TO THE EVENT.

...

(e) The ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE shall notify the applicant of the decision on the application. In the event of a denial, the notification shall include the reason for the denial. Any aggrieved person shall have the right to appeal to an independent hearing officer by serving written notice to the city clerk within ~~thirty (30)~~ TEN (10) days of the denial by the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE. To the extent permitted by law, the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE may deny an application for a special event permit for any of the following:

...

- (2) The applicant has not tendered ~~the required application fee with the application or~~ any required PAYMENT, deposit, indemnification or user agreement, insurance certificate, or surety within the prescribed time;

...

- (7) The use or activity intended by the applicant would conflict with previously planned programs organized, ~~and~~ conducted, OR APPROVED by the city and previously scheduled for the same time and place;

...

- (9) The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, of city employees, or of the public, INCLUDING BUT NOT LIMITED TO A LACK OF MEDICAL SERVICES, SANITATION CONCERNS, OR OTHER GENERAL HEALTH RISKS;

...

- (11) The use or activity intended by the applicant is prohibited by law, by the City Code, or by the regulations of the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE.

...

...

SECTION 4. The Avondale City Code, Chapter 7 (Special Events Code), Section 7-5 (General requirements and terms) is hereby amended to read as follows:

**7-5 General requirements and terms.**

(a) Neither the words "City of Avondale" nor the city's logo, or any combination thereof, shall be used by the special event in any manner that would imply an official endorsement of the special event by the city without the written authorization of the ~~director~~ CITY MANAGER OR THEIR AUTHORIZED DESIGNEE.

...

(e) City code compliance officers, peace officers, fire inspectors or other city-staff acting in their official duties shall have the right to enter permitted special events or non-permitted special events free of charge to ensure compliance with the special event permit conditions, the provisions of this chapter, the City of Avondale Zoning Ordinance and any other applicable federal, state, and local laws, ordinances, rules and/or regulations. CITY CODE COMPLIANCE OFFICERS, PEACE OFFICERS, FIRE INSPECTORS OR OTHER CITY-STAFF ACTING IN THEIR OFFICIAL DUTIES MAY, AT ANY TIME, REVOKE A SPECIAL EVENT PERMIT FOR VIOLATION OF OR NONCOMPLIANCE WITH ANY PROVISIONS OF THIS CHAPTER. UPON REVOCATION OF A LICENSE, THE SPECIAL EVENT MUST IMMEDIATELY CEASE, THE PERMITTEE AND VENDORS MUST IMMEDIATELY REMOVE OR PROPERLY DISPOSE OF ALL PROPERTY AND TRASH OF THE SPECIAL EVENT, AND THE PERMITTEE, VENDORS, AND ATTENDEES MUST IMMEDIATELY DISPERSE. THE REVOCATION OF A SPECIAL EVENT PERMIT SHALL NOT PREVENT THE CITY FROM PURSUING ANY OTHER PENALTIES OR REMEDIES FOR VIOLATIONS OF THE REQUIREMENTS OF THIS CHAPTER, THE SPECIAL EVENT PERMIT CONDITIONS, OR ANY OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, OR REGULATIONS.

...

(k) The type of coverage and limits of insurance required by the city for special events represent minimum amounts of insurance that must be carried and do not represent a determination that the required coverage and limits are adequate to cover claims and/or losses that may be asserted in connection with the special event. The CITY, THE promoter and the special event sponsor, are responsible for determining the type of insurance coverage and the amount of such coverage needed to cover claims and/or losses that may be asserted in connection with a special event and for carrying such insurance coverage. ADDITIONAL INSURANCE OR INSURED ENDORSEMENTS MAY BE REQUIRED IF THE SPECIAL EVENT INVOLVES THE USE OF CITY-OWNED PROPERTY OR CITY-OWNED EQUIPMENT.

...

(n) Chapter 17 of this Code (parks and recreation) shall apply to special events located on city-OWNED property unless otherwise permitted by the city, in writing.

(o) ALL SPECIAL EVENT PERMITS ISSUED PURSUANT TO THIS CHAPTER ARE NON-TRANSFERABLE.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 7. This ordinance shall take effect at 12:01am on September 1, 2025.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, July 14, 2025.

\_\_\_\_\_  
Mike Pineda, Mayor

ATTEST:

\_\_\_\_\_  
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nicholle Harris, City Attorney

---

**ITEM NUMBER:** 3.g.

---

**SUBJECT:** Ordinance 2029-0725 and Ordinance 2030-0725 – Acceptance of Donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Brookfield Lakin LLC, and Thomas Title and Escrow Agency

**MEETING DATE:** 7/14/2025

---

**TO:** Mayor and Council

**FROM:** Kimberly Moon, Director, Engineering Department

**THROUGH:** Katie Gregory, Assistant City Manager, (623) 333-1015

**REVIEWED:** Ron Corbin, City Manager, (623) 333-1011

---

## STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

---

## PURPOSE:

City Council will consider a request to: a) adopt Ordinance 2029-0725, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Brookfield Lakin LLC for public use for the Water Reclamation Facility Phase 2 Expansion Project; b) adopt Ordinance 2030-0725, authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Thomas Title and Escrow Agency for public use for the Water Reclamation Facility Phase 2 Expansion Project; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

## BACKGROUND:

Staff has finalized plans for the expansion of the Charles W. Wolf Water Reclamation Facility (WRF) (Project U0219), which will increase the average daily maximum capacity of the WRF from 9 to 12 million gallons per day (MGD) to handle flows associated with expected growth. The main project elements include capacity increases, upgrades to headworks equipment (the front-end processes that removes debris and grit), instrumentation and electrical upgrades, secondary treatment processes, odor control improvements, disinfection, solids handling systems, and other related plant processes that require the upgrade or capacity increases to meet the 12 MGD demand.

To facilitate construction of the project, the City needs to secure a “Perpetual Easement Agreement Providing

for Noise, Odor and Aesthetic Setbacks” from several adjacent property owners. Two owners, Brookfield Lakin, LLC (Brookfield), and Thomas Title and Escrow, LLC, (Thomas Title), have agreed to donate easements over their respective properties for the project.

**DISCUSSION:**

Brookfield will donate an easement containing +/-9.97 acres and Thomas Title will donate an easement containing +/-8.76 acres.

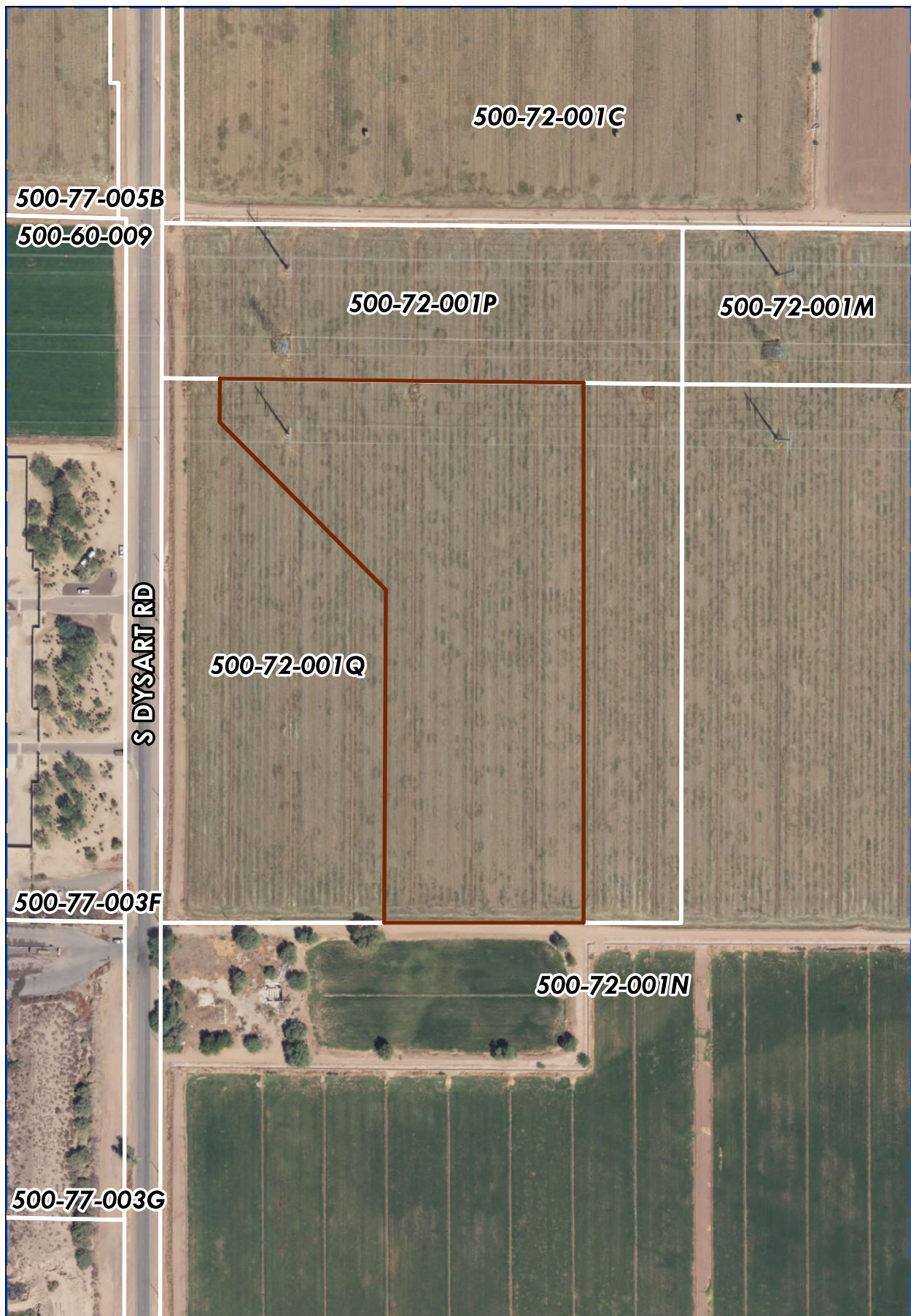
**BUDGET IMPACT:**

The easements will be donated at no cost. However, there are minimal real estate transaction costs which will be covered by the existing project budget.

**RECOMMENDATION:**

Staff recommends City Council adopt Ordinances authorizing the acceptance of the donation of a Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks from Brookfield Lakin LLC, and Thomas Title and Escrow Agency for public use for the Water Reclamation Facility Phase 2 Expansion Project (U0219) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

*Contact person for document distribution: Yulonda Moore*



## Proposed Easement for "Brookfield Lakin LLC"



— Noise and Odor Easement

Not to Scale





**ORDINANCE NO. 2029-0725**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DONATION OF A PERPETUAL EASEMENT FROM BROOKFIELD LAKIN, LLC, PROVIDING FOR NOISE, ODOR AND AESTHETIC SETBACKS ON APPROXIMATELY 9.97 ACRES OF REAL PROPERTY LOCATED GENERALLY SOUTH OF ALAMAR BOULEVARD AND EAST OF SOUTH DYSART ROAD.

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

**WHEREAS**, the City Council desires to accept, from Brookfield Lakin, LLC (the “Owner”), the donation of real property for public use, generally located south of Alamar Boulevard and east of South Dysart Road in Avondale, Arizona.

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

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

SECTION 2. The donation of a perpetual easement providing for noise, odor and aesthetic setbacks, by written agreement of the Owner and the City attached hereto as Exhibit A, and incorporated herein by reference, over and across ± 9.97 acres of real property, generally located south of Alamar Boulevard and east of South Dysart Road in Avondale, Arizona, as more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City from Brookfield Lakin, LLC for public use.

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

[SIGNATURES ON FOLLOWING PAGE]



**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona,  
July 14, 2025.

---

Mike Pineda, Mayor

ATTEST:

---

Marcella Sarmiento, City Clerk

APPROVED:

---

Nicholle Harris, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 2029-0725

[Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks]

See following pages.

When Recorded Mail To:  
City Clerk  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323

This Easement is exempt from recording fee  
and Affidavit of Property Value pursuant to  
A.R.S. §11-1134(A)(2)

---

**PERPETUAL EASEMENT AGREEMENT PROVIDING FOR  
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO  
THE CHARLES M. WOLF WATER RESOURCES CENTER**

GRANTOR: BROOKFIELD LAKIN LLC, a Delaware limited liability company

GRANTEE: CITY OF AVONDALE, an Arizona municipal corporation (the “City”)

THIS PERPETUAL EASEMENT AGREEMENT PROVIDING FOR NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO THE CHARLES M. WOLF WATER RESOURCES CENTER (this “Agreement”) is entered into on \_\_\_\_\_, 2025, by and between the Grantor and the City for the purposes set forth below.

RECITALS

A. The City is the record owner and operator of the Charles M. Wolf Water Resources Center (the “WRF”), a wastewater reclamation and treatment facility that, over time, is planned for development on the entirety of parcel number 500-77-005B as identified in the official records of the Maricopa County Assessor’s Office (the “Benefitted Property”).

B. The City acquired the Benefitted Property by condemnation, as described in the Final Order of Condemnation, dated November 19, 1991 (the “Condemnation Order”), attached hereto as Exhibit 1. The Condemnation Order also provides for encroachment odor easements on privately owned parcels adjacent to the Benefitted Property (the “Existing Encroachment Easements”). The Existing Encroachment Easements are described in Exhibit B to the Condemnation Order.

C. The City intends to expand the WRF to increase its treatment capacity (the “Expansion Project”). The parties acknowledge that R18-9-B20(I) of Arizona’s Administrative Code requires the City, as the owner or operator of the WRF to provide 1,000 foot setbacks from the equipment used on the Property. Because the City is adding certain equipment to the WRF, the boundaries of the 1,000 foot setback for the Expansion Project extend beyond the boundaries of the Existing Encroachment Easements.

D. The Grantor owns certain real property located adjacent to the WRF as described in Document Number 20211362959 of the Maricopa County Recorder’s Office (the “Burdened Property”).

E. By this Agreement, Grantor is granting the City a perpetual easement on the portion of the Burdened Property identified and described on Exhibit 2 hereto (the "Easement Area"). The parties desire to establish hereby certain rights and obligations regarding the appearance of the WRF and odor and noise emissions from the WRF that may reach the Burdened Property.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City an easement and right to emit odors and noise from the WRF on, over, across and through the Easement Area subject to the terms and conditions of this Agreement. Grantor specifically acknowledges and accepts that the WRF and the area of the Expansion Project are visible from the Burdened Property and the Easement Area and will continue to look like a wastewater treatment and reclamation facility during and after the Expansion Project.
2. Odor and Noise Limits. The City shall comply with all applicable federal, state, and local laws, rules, and regulations regarding odor and noise emissions from the WRF.
3. Termination. This Agreement shall terminate (1) thirty (30) calendar days after the City gives written notice to the Grantor that the City no longer intends to use the Benefitted Land in connection with the City's water or wastewater operations; or (2) upon the mutual written agreement of the parties. Upon the occurrence of either of these events, Grantor or its successor may request and the City shall provide a Notice of Termination of Easement.
4. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior, written consent of Grantor, which consent shall not be unreasonably delayed, conditioned or denied.
5. Not a Grant to the General Public. It is expressly understood and agreed that this Agreement does not grant or convey to members of the general public any rights of ownership, entry, or use within the Easement Area. This Agreement is created solely for the consideration and value set forth above and reserves the ownership of the fee simple estate of the Burdened Property to the Grantor, its successors and assigns.
6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors of the parties hereto.

7. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorney's fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area; provided, however, that no such additional rights or easements shall impair the City's use of the easement.

9. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

10. Entire Agreement. This instrument contains the entire agreement between the parties relating to the City's use of the Easement Area. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

[SIGNATURES ON THE FOLLOWING PAGES]

**"Grantor"**

BROOKFIELD LAKIN, LLC  
a Delaware limited liability company

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

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

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

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

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

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

**(ACKNOWLEDGMENT)**

STATE OF ARIZONA )

) ss.

COUNTY OF MARICOPA )

This instrument was acknowledged before me on May 16, 2025,  
by Eric J. Tune and Dea McDonald the authorized Signatory and  
authorized Signatory, respectively of Brookfield Lakin LLC, a Delaware limited  
liability company, on behalf of the company.



\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**ACCEPTED:**

**“City”**

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Ron Corbin, City Manager

ATTEST:

\_\_\_\_\_  
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on \_\_\_\_\_, 2025,  
by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal  
corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT 1  
TO  
PERPETUAL EASEMENT AGREEMENT PROVIDING FOR  
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO  
THE CHARLES M. WOLF WATER RESOURCES CENTER  
BETWEEN THE CITY OF AVONDALE  
AND  
BROOKFIELD LAKIN, LLC

[Condemnation Order]

See following page.



When recorded mail to:



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

Recording Number  
91-0541844

11/19/91 12:27

2 of 2 CATHY

This space reserved

CAPTION HEADING: \_\_\_\_\_

DO NOT REMOVE

This is part of the official document.

1 Frank L. Ross  
2 Attorney at Law  
3 P. O. Box 597  
4 505 Plaza Circle, Suite C  
5 Litchfield Park, AZ 85340  
6 Telephone No. (602) 935-1177  
7 State Bar No. 002326

8 Attorneys for Plaintiff

9 SUPERIOR COURT OF ARIZONA

10 COUNTY OF MARICOPA

11 CITY OF AVONDALE, ARIZONA a  
12 municipal corporation,

13 Plaintiff,

14 v.

15 LAKIN CATTLE COMPANY, an  
16 Arizona corporation; et al.,

17 Defendants.

18 No. CV 88-19977

19 FINAL ORDER OF CONDEMNATION

20 (Assigned to The Honorable  
21 Marilyn A. Riddel, Div. 3)

22 Final judgment was entered in this cause on the 1st day  
23 of November, 1991, and it has been shown to the Court that all  
24 terms and conditions of said judgment have been satisfied;

25 IT IS ORDERED, that Plaintiff City of Avondale have, and  
26 it is hereby granted, a final order and decree in condemnation in  
27 connection with the judgment rendered and entered on November 1,  
28 1991, and that title to and right to possession of said real  
property described in said judgment and of the real property for  
the public purpose of construction of a wastewater treatment  
facility, said property being approximately located on Dysart Road  
between Southern Avenue and Lower Buckeye Road in Maricopa County,  
and more particularly described in Exhibit A attached hereto, and  
upon recording a copy of this Order with the County Recorder of  
Maricopa County, title in fee simple to the property described

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CLERK  
CLERK  
FILED  
91 NOV 19 PM 12:14  
CERTIFIED COPY

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1 herein shall vest in plaintiff City of Avondale, free and clear of  
2 any and all estates, rights, claims, liens and encumbrances, for  
3 the purposes herein specified.

4 IT IS ALSO ORDERED that plaintiff, City of Avondale,  
5 have, and it is hereby granted, a final order and decree in  
6 condemnation in connection with the judgment rendered and entered  
7 on November 1, 1991, and that title to and right to possession of  
8 an encroachment odor easement described in said judgment for the  
9 public purpose in conjunction with its construction of a wastewater  
10 treatment facility, said property being approximately located on  
11 Dysart Road between Southern Avenue and Lower Buckeye Road in  
12 Maricopa County, and more particularly described in Exhibit B  
13 attached hereto, and upon recording a copy of this Order with the  
14 County Recorder of Maricopa County, an encroachment odor easement  
15 over the property described herein shall vest in plaintiff City of  
16 Avondale, free and clear of any and all estates, rights, claims,  
17 liens and encumbrances, for the purposes herein specified.

18 DONE IN OPEN COURT this \_\_\_\_ day of 11/19, 1991.

19  
20 Marjorie A. Kishel

JUDGE OF THE SUPERIOR COURT

21 APPROVED AS TO FORM this  
22 19 day of November, 1991 by:

23 DUSHOFF, McCALL & ZEITLIN

24  
25 By Jack McCall

26 Jack McCall  
27 345 E. Palm Lane, Suite 100  
28 Phoenix, Arizona 85004  
Attorneys for Defendant  
Lakin Cattle Company

91 541844

1 Copy of the foregoing Final  
2 Order of Condemnation mailed  
3 this \_\_\_\_\_ day of \_\_\_\_\_,  
4 1991, to:

5 James R. Minter, Esq.  
6 Deputy County Attorney  
7 Office of the County Attorney  
8 111 W. Monroe, 16th Floor  
9 Phoenix, Arizona 85003  
10 Attorney for Maricopa County  
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[a-lakin.fcc.jmd]

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The South half of the Northeast quarter of Section 27,  
Township 1 North, Range 1 West of the Gila and Salt River  
Base and Meridian except the East 33 feet thereof.

**Exhibit A**

91 541844

Encroachment Easement Parcel 2

A parcel of land situated in the Northeast quarter of Section 27, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the East quarter corner of said Section 27;

thence along the East line of said Northeast quarter, North 00° 09' 17" West, a distance of 1297.44 feet to the Southeast corner of the North half of said Northeast quarter;

thence departing said East line, and along the South line of said North half, North 88° 44' 12" West, a distance of 51.19 feet to the TRUE POINT OF BEGINNING;

thence continuing along said South line North 88° 44' 12" West, a distance of 1347.74 feet;

thence departing said South line, North 45° 00' 00" East, a distance of 329.73 feet;

thence North 90° 00' 00" East, a distance of 851.39 feet;

thence South 45° 00' 00" East, a distance of 371.75 feet to the TRUE POINT OF BEGINNING.

Above parcel contains 272,444.42 s.f. or 6.2545 acres, more or less.

Encroachment Easement Parcel 3

A parcel of land situated in the Northwest quarter of Section 26, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the West quarter corner of said Section 26;

thence along the South line of said Northwest quarter, North 89° 05' 25" East, a distance of 33.00 feet to a point on the Easterly right of way of Dysart Road and the TRUE POINT OF BEGINNING;

thence continuing along said South line South 89° 05' 25" East, a distance of 410.48 feet;

thence departing said South line North 00° 00' 00" East, a distance of 612.15 feet;

thence North 45° 00' 00" West, a distance of 434.16 feet;

thence North 00° 00' 00" East, a distance of 195.35 feet;

thence North 45° 00' 00" West, a distance of 150.90 feet to a point on the Easterly right of way of Dysart Road;

thence along said Easterly right of way South 00° 09' 17" East a distance of 1214.69 feet to the TRUE POINT OF BEGINNING;

Above parcel contains 356,318.42 s.f. or 8.1799 acres, more or less.

Exhibit B

Encroachment Easement Parcel 4

91 541844

A parcel of land situated in the Southwest quarter of Section 26, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the West quarter corner of said Section 26;

thence along the North line of said Southwest quarter South 89° 05' 25" East a distance of 33.00 feet to a point on the Easterly right of way of Dysart Road and the TRUE POINT OF BEGINNING;

thence continuing along said North line South 89° 05' 25" East, a distance of 410.48 feet;

thence South 00° 00' 00" West, a distance of 80.17 feet;

thence South 45° 00' 00" West, a distance of 578.49 feet to a point on the Easterly right of way of Dysart Road;

thence along said right of way North 00° 09' 30" West a distance of 495.75 feet to the TRUE POINT OF BEGINNING.

Above parcel contains 118,127.97 s.f. or 2.748 acres, more or less.

91 541844

The foregoing instrument is a full, true and correct copy of  
the original on file in this office.

Attest NOV 19 1991 19  
JUDITH ALLEN, Clerk of the Superior Court of the State of  
Arizona, in and for the county of Maricopa.

By [Signature] Deputy



EXHIBIT 2  
TO  
PERPETUAL EASEMENT AGREEMENT PROVIDING FOR  
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO  
THE CHARLES M. WOLF WATER RESOURCES CENTER  
BETWEEN THE CITY OF AVONDALE  
AND  
BROOKFIELD LAKIN, LLC

[Legal Description of Easement Area]

See following page.

NEW NOISE AND ODOR EASEMENT DESCRIPTION:

AN EASEMENT FOR NOISE AND ODOR LYING OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 26 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 0 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 2594.90 FEET AND THE BASIS OF BEARING HEREIN;

THENCE SOUTH 0 DEGREES 06 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1592.71 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 32 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST SIDE OF AN EXISTING ODOR ENCROACHMENT EASEMENT, PARCEL 3, AS DESCRIBED IN DOCUMENT 19910541844, OFFICIAL RECORDS OF MARICOPA COUNTY;

THENCE CONTINUING SOUTH 89 DEGREES 19 MINUTES 32 SECONDS EAST A DISTANCE OF 106.19 FEET TO A POINT ON THE EAST SIDE OF SAID ODOR ENCROACHMENT EASEMENT AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 19 MINUTES 32 SECONDS EAST A DISTANCE OF 669.16 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 993.16 FEET TO A POINT ON THE SOUTH LINE OF SAID NW QUARTER;

THENCE NORTH 89 DEGREES 57 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 366.70 FEET A POINT ON THE EAST SIDE OF SAID ODOR ENCROACHMENT EASEMENT;

THENCE ALONG THE EAST SIDE OF SAID ODOR ENCROACHMENT EASEMENT THE FOLLOWING THREE COURSES:

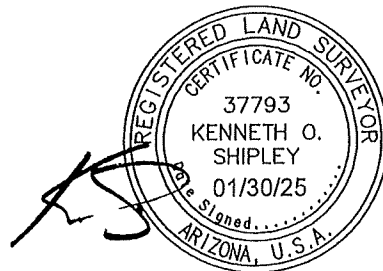
NORTH 0 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 612.15 FEET;

NORTH 44 DEGREES 44 MINUTES 14 SECONDS WEST A DISTANCE OF 434.16 FEET;

NORTH 0 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 80.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.97 ACRES MORE OR LESS.

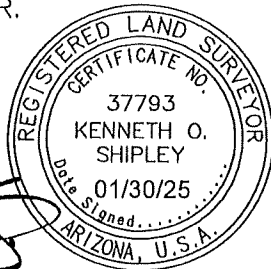
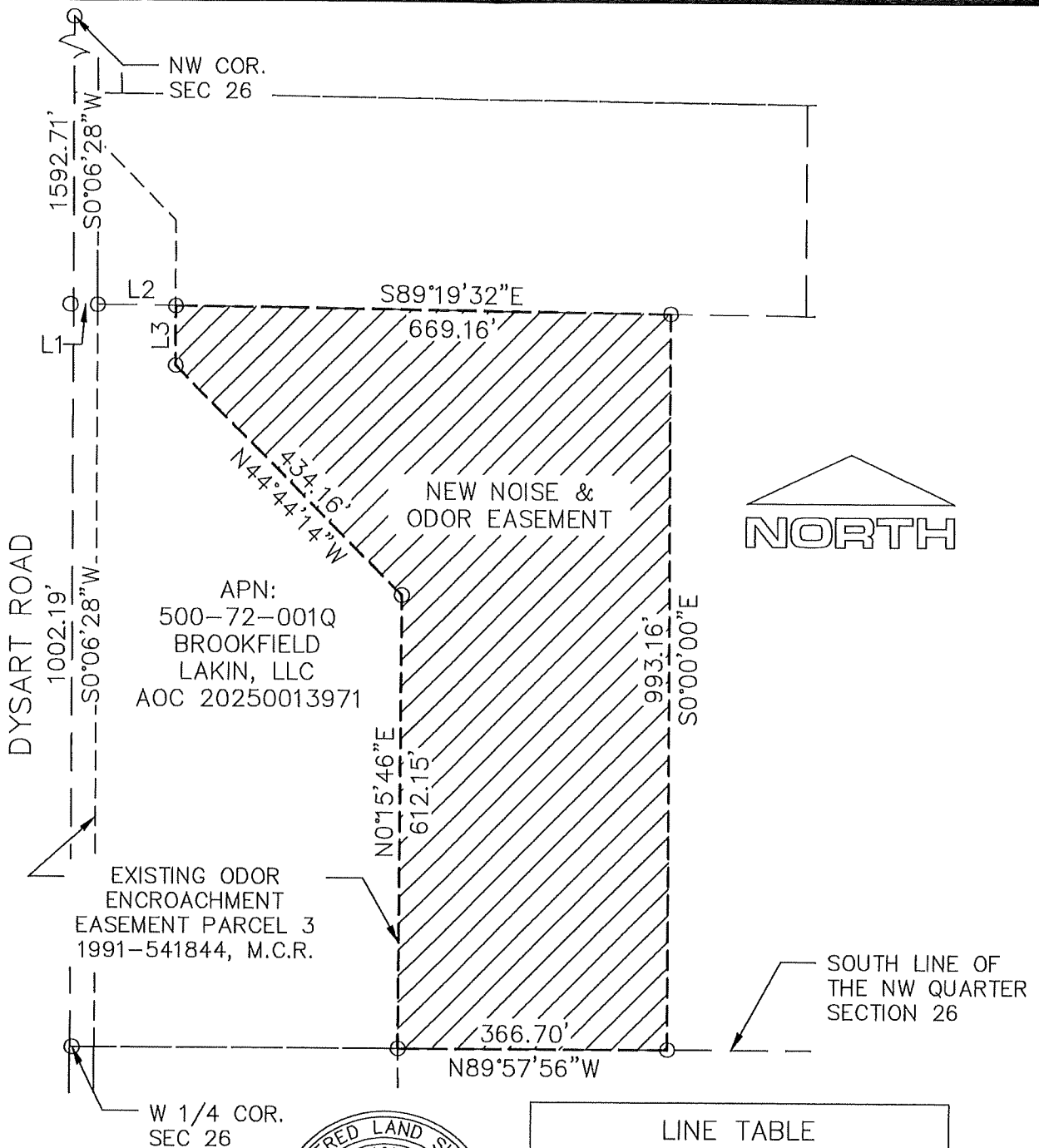
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE  
MADE A PART HERETO.



**EXHIBIT "A"**  
**NEW NOISE AND ODOR EASEMENT**

|          |     |         |            |
|----------|-----|---------|------------|
| DRAWN:   | KOS | JOB NO: | 24131      |
| CHECKED: | JVS | DATE:   | 01/30/2025 |
| SCALE:   | NTS | SHEET   | 1 OF 2     |

Prepared By:  
82 BRAVO, LLC  
579 W Wickenburg Way, Suite #2  
Wickenburg, Arizona 85390  
928-684-5046 Info@82Bravo.com  
www.82Bravo.com



| LINE TABLE |               |         |
|------------|---------------|---------|
| SEGMENT    | DIRECTION     | LENGTH  |
| L1         | S89° 19' 32"E | 33.00'  |
| L2         | S89° 19' 32"E | 106.19' |
| L3         | N0° 15' 46"E  | 80.27'  |

## EXHIBIT "A"

### NEW NOISE AND ODOR EASEMENT

|          |     |         |            |
|----------|-----|---------|------------|
| DRAWN:   | KOS | JOB NO: | 24131      |
| CHECKED: | JVS | DATE:   | 01/30/2025 |
| SCALE:   | NTS | SHEET   | 2 OF 2     |

Prepared By:  
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Wickenburg, Arizona 85390  
928-684-5046 Info@82Bravo.com  
www.82Bravo.com

EXHIBIT B  
TO  
ORDINANCE NO. 2029-0725

[Legal Description and Map of Easement Area]

See following pages.

NEW NOISE AND ODOR EASEMENT DESCRIPTION:

AN EASEMENT FOR NOISE AND ODOR LYING OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 26 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 0 DEGREES 06 MINUTES 28 SECONDS WEST A DISTANCE OF 2594.90 FEET AND THE BASIS OF BEARING HEREIN;

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THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 993.16 FEET TO A POINT ON THE SOUTH LINE OF SAID NW QUARTER;

THENCE NORTH 89 DEGREES 57 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 366.70 FEET A POINT ON THE EAST SIDE OF SAID ODOR ENCROACHMENT EASEMENT;

THENCE ALONG THE EAST SIDE OF SAID ODOR ENCROACHMENT EASEMENT THE FOLLOWING THREE COURSES:

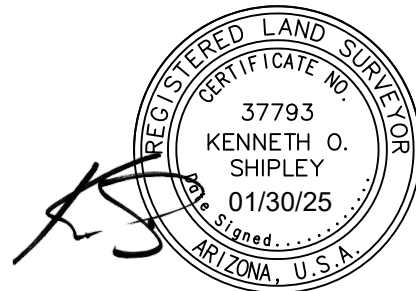
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NORTH 44 DEGREES 44 MINUTES 14 SECONDS WEST A DISTANCE OF 434.16 FEET;

NORTH 0 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 80.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.97 ACRES MORE OR LESS.

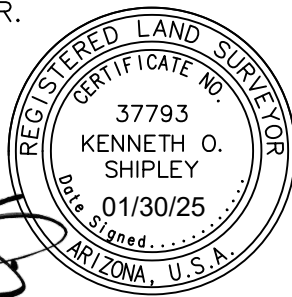
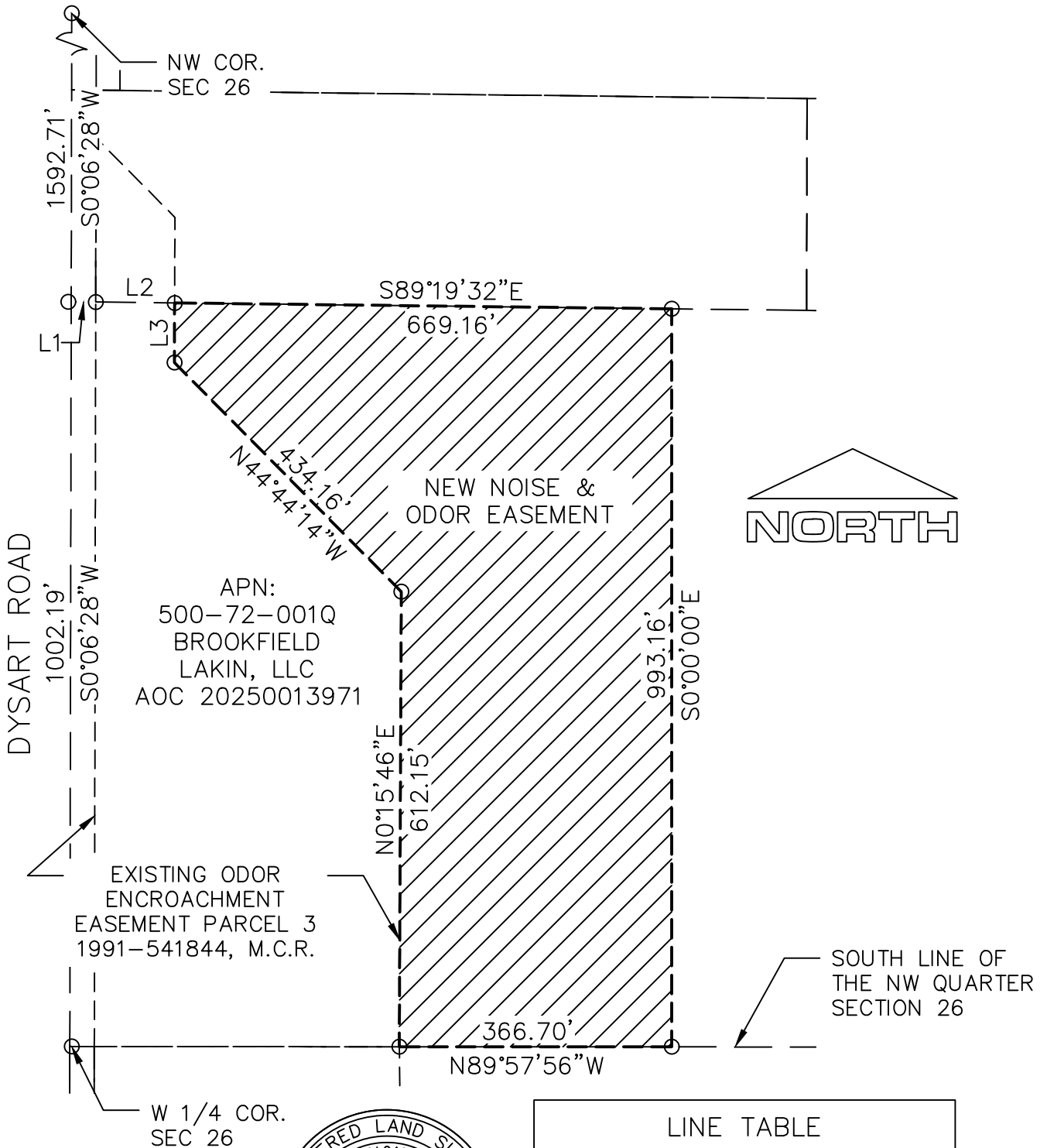
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE  
MADE A PART HERETO.



**EXHIBIT "A"**  
**NEW NOISE AND ODOR EASEMENT**

|          |     |         |            |
|----------|-----|---------|------------|
| DRAWN:   | KOS | JOB NO: | 24131      |
| CHECKED: | JVS | DATE:   | 01/30/2025 |
| SCALE:   | NTS | SHEET   | 1 OF 2     |

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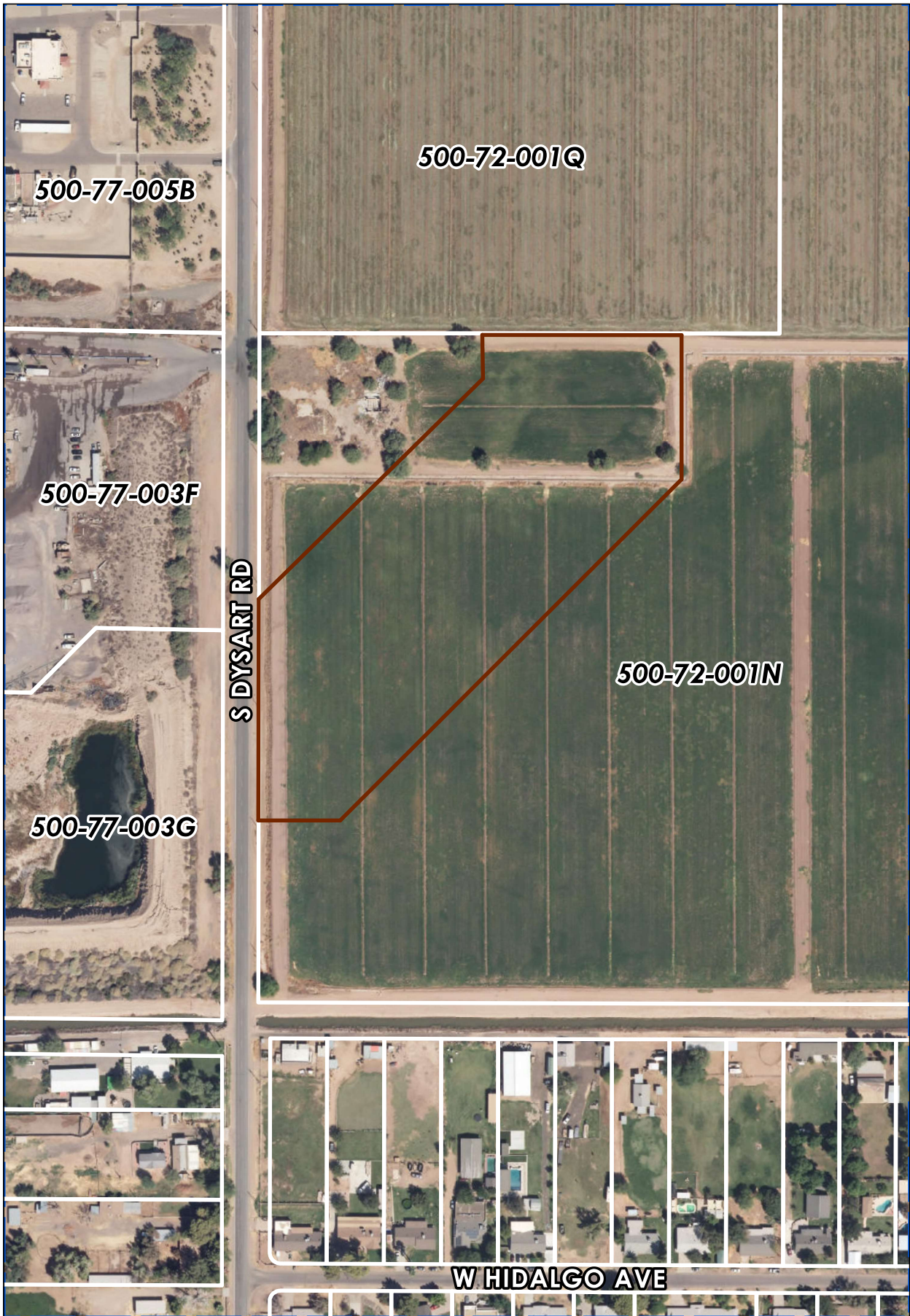
| LINE TABLE |               |         |
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| L2         | S89° 19' 32"E | 106.19' |
| L3         | N0° 15' 46"E  | 80.27'  |

## EXHIBIT "A"

### NEW NOISE AND ODOR EASEMENT

|          |     |         |            |
|----------|-----|---------|------------|
| DRAWN:   | KOS | JOB NO: | 24131      |
| CHECKED: | JVS | DATE:   | 01/30/2025 |
| SCALE:   | NTS | SHEET   | 2 OF 2     |

Prepared By:  
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Wickenburg, Arizona 85390  
928-684-5046 Info@82Bravo.com  
www.82Bravo.com



Proposed Easement for "Thomas Title & Escrow LLC"



— Noise and Odor Easement

Not to Scale





**ORDINANCE NO. 2030-0725**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DONATION OF A PERPETUAL EASEMENT FROM THOMAS TITLE AND ESCROW, LLC, PROVIDING FOR NOISE, ODOR AND AESTHETIC SETBACKS ON APPROXIMATELY 8.76 ACRES OF REAL PROPERTY LOCATED GENERALLY SOUTH OF ALAMAR BOULEVARD AND EAST OF SOUTH DYSART ROAD.

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

**WHEREAS**, the City Council desires to accept, from Thomas Title and Escrow, LLC (the “Owner”), the donation of real property for public use, generally located south of Alamar Boulevard and east of South Dysart Road in Avondale, Arizona.

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

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

SECTION 2. The donation of a perpetual easement providing for noise, odor and aesthetic setbacks, by written agreement of the Owner and the City attached hereto as Exhibit A, and incorporated herein by reference, over and across  $\pm$  8.76 acres of real property, generally located south of Alamar Boulevard and east of South Dysart Road in Avondale, Arizona, as more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by reference, is hereby accepted by the City from Thomas Title Escrow, LLC for public use.

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

[SIGNATURES ON FOLLOWING PAGE]



**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona,  
July 14, 2025.

---

Mike Pineda, Mayor

ATTEST:

---

Marcella Sarmiento, City Clerk

APPROVED:

---

Nicholle Harris, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 2030-0725

[Perpetual Easement Agreement Providing for Noise, Odor and Aesthetic Setbacks]

See following pages.

When Recorded Mail To:  
City Clerk  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323

This Easement is exempt from recording fee  
and Affidavit of Property Value pursuant to  
A.R.S. §11-1134(A)(2)

---

**PERPETUAL EASEMENT AGREEMENT PROVIDING FOR  
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO  
THE CHARLES M. WOLF WATER RESOURCES CENTER**

GRANTOR: THOMAS TITLE & ESCROW, LLC, a Wyoming limited liability company d/b/a THOMAS TITLE AND ESCROW AGENCY, acting not in its corporate capacity but solely as Successor Trustee under its Trust No. 1305TRTAZ, which trust acquired title as EMPIRE WEST TITLE AGENCY, LLC d/b/a THOMAS TITLE & ESCROW, an Arizona limited liability company, acting not in its corporate capacity but solely as Trustee under its Trust No. 1305TRTAZ

GRANTEE: CITY OF AVONDALE, an Arizona municipal corporation (the “City”)

THIS PERPETUAL EASEMENT AGREEMENT PROVIDING FOR NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO THE CHARLES M. WOLF WATER RESOURCES CENTER (this “Agreement”) is entered into on \_\_\_\_\_, 2025, by and between the Grantor and the City for the purposes set forth below.

RECITALS

A. The City is the record owner and operator of the Charles M. Wolf Water Resources Center (the “WRF”), a wastewater reclamation and treatment facility that, over time, is planned for development on the entirety of parcel number 500-77-005B as identified in the official records of the Maricopa County Assessor’s Office (the “Benefitted Property”).

B. The City acquired the Benefitted Property by condemnation, as described in the Final Order of Condemnation, dated November 19, 1991 (the “Condemnation Order”), attached hereto as Exhibit 1. The Condemnation Order also provides for encroachment odor easements on privately owned parcels adjacent to the Benefitted Property (the “Existing Encroachment Easements”). The Existing Encroachment Easements are described in Exhibit B to the Condemnation Order.

C. The City intends to expand the WRF to increase its treatment capacity (the “Expansion Project”). The parties acknowledge that R18-9-B20(I) of Arizona’s Administrative Code requires the City, as the owner or operator of the WRF to provide 1,000 foot setbacks from the equipment used on the Property. Because the City is adding certain equipment to the WRF,

the boundaries of the 1,000 foot setback for the Expansion Project extend beyond the boundaries of the Existing Encroachment Easements.

D. The Grantor owns certain real property located adjacent to the WRF as described in Document Number 20180474315 of the Maricopa County Recorder's Office (the "Burdened Property").

E. By this Agreement, Grantor is granting the City a perpetual easement on the portion of the Burdened Property identified and described on Exhibit 2 hereto (the "Easement Area"). The parties desire to establish hereby certain rights and obligations regarding the appearance of the WRF and odor and noise emissions from the WRF that may reach the Burdened Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference and the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys unto and for the benefit of the City an easement and right to emit odors and noise from the WRF on, over, across and through the Easement Area subject to the terms and conditions of this Agreement. Grantor specifically acknowledges and accepts that the WRF and the area of the Expansion Project are visible from the Burdened Property and the Easement Area and will continue to look like a wastewater treatment and reclamation facility during and after the Expansion Project.

2. Odor and Noise Limits. The City shall comply with all applicable federal, state, and local laws, rules, and regulations regarding odor and noise emissions from the WRF.

3. Termination. This Agreement shall terminate (1) thirty (30) calendar days after the City gives written notice to the Grantor that the City no longer intends to use the Benefitted Land in connection with the City's water or wastewater operations; or (2) upon the mutual written agreement of the parties. Upon the occurrence of either of these events, Grantor or its successor may request and the City shall provide a Notice of Termination of Easement.

4. No Assignment. The City shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior, written consent of Grantor, which consent shall not be unreasonably delayed, conditioned or denied.

5. Not a Grant to the General Public. It is expressly understood and agreed that this Agreement does not grant or convey to members of the general public any rights of ownership, entry, or use within the Easement Area. This Agreement is created solely for the consideration and value set forth above and reserves the ownership of the fee simple estate of the Burdened Property to the Grantor, its successors and assigns.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors of the parties hereto.

7. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorney's fees and court costs.

8. Additional Easements. Nothing contained in this Agreement shall prohibit Grantor from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area; provided, however, that no such additional rights or easements shall impair the City's use of the easement.

9. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

10. Entire Agreement. This instrument contains the entire agreement between the parties relating to the City's use of the Easement Area. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

[SIGNATURES ON THE FOLLOWING PAGES]

**"Grantor"**

THOMAS TITLE & ESCROW, LLC, a Wyoming limited liability company  
d/b/a THOMAS TITLE AND ESCROW AGENCY, acting not in its  
corporate capacity but solely as Successor Trustee under its Trust No.  
1305TRTAZ

By: [Signature]

Name: Dustin Gaskey

Its: Trustee

(ACKNOWLEDGMENT)

STATE OF ARIZONA                    )  
                                                  ) ss.  
COUNTY OF MARICOPA            )

This instrument was acknowledged before me on SAVE 9, 2025,  
by DUSTIN GASKEY, as TRUSTEE of  
THOMAS TITLE & ESCROW, LLC, a Wyoming limited liability company d/b/a  
THOMAS TITLE AND ESCROW AGENCY, acting not in its corporate capacity but  
solely as Successor Trustee under its Trust No. 1305TRTAZ.



(affix notary seal here)

[Signature]  
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**ACCEPTED:**

**“City”**

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Ron Corbin, City Manager

ATTEST:

\_\_\_\_\_  
Marcella Sarmiento, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on \_\_\_\_\_, 2025,  
by Ron Corbin, the City Manager of the CITY OF AVONDALE, an Arizona municipal  
corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT 1  
TO  
PERPETUAL EASEMENT AGREEMENT PROVIDING FOR  
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO  
THE CHARLES M. WOLF WATER RESOURCES CENTER  
BETWEEN THE CITY OF AVONDALE  
AND  
THOMAS TITLE & ESCROW, LLC

[Condemnation Order]

See following page.



When recorded mail to:



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

Recording Number  
91-0541844

11/19/91 12:27

2 of 2 CATHY

This space reserved

CAPTION HEADING: \_\_\_\_\_

DO NOT REMOVE

This is part of the official document.

1 Frank L. Ross  
2 Attorney at Law  
3 P. O. Box 597  
4 505 Plaza Circle, Suite C  
5 Litchfield Park, AZ 85340  
6 Telephone No. (602) 935-1177  
7 State Bar No. 002326

8 Attorneys for Plaintiff

9 SUPERIOR COURT OF ARIZONA

10 COUNTY OF MARICOPA

11 CITY OF AVONDALE, ARIZONA a )  
12 municipal corporation, )

13 Plaintiff, )

14 v. )

15 LAKIN CATTLE COMPANY, an )  
16 Arizona corporation; et al., )

17 Defendants. )

No. CV 88-19977

FINAL ORDER OF CONDEMNATION

(Assigned to The Honorable  
Marilyn A. Riddel, Div. 3)

18 Final judgment was entered in this cause on the 1st day  
19 of November, 1991, and it has been shown to the Court that all  
20 terms and conditions of said judgment have been satisfied;

21 IT IS ORDERED, that Plaintiff City of Avondale have, and  
22 it is hereby granted, a final order and decree in condemnation in  
23 connection with the judgment rendered and entered on November 1,  
24 1991, and that title to and right to possession of said real  
25 property described in said judgment and of the real property for  
26 the public purpose of construction of a wastewater treatment  
27 facility, said property being approximately located on Dysart Road  
28 between Southern Avenue and Lower Buckeye Road in Maricopa County,  
and more particularly described in Exhibit A attached hereto, and  
upon recording a copy of this Order with the County Recorder of  
Maricopa County, title in fee simple to the property described

91 541844

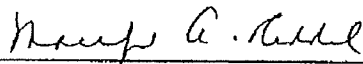
91 NOV 19 PM 12:14  
CERTIFIED COPY

91 541844

herein shall vest in plaintiff City of Avondale, free and clear of any and all estates, rights, claims, liens and encumbrances, for the purposes herein specified.

IT IS ALSO ORDERED that plaintiff, City of Avondale, have, and it is hereby granted, a final order and decree in condemnation in connection with the judgment rendered and entered on November 1, 1991, and that title to and right to possession of an encroachment odor easement described in said judgment for the public purpose in conjunction with its construction of a wastewater treatment facility, said property being approximately located on Dysart Road between Southern Avenue and Lower Buckeye Road in Maricopa County, and more particularly described in Exhibit B attached hereto, and upon recording a copy of this Order with the County Recorder of Maricopa County, an encroachment odor easement over the property described herein shall vest in plaintiff City of Avondale, free and clear of any and all estates, rights, claims, liens and encumbrances, for the purposes herein specified.

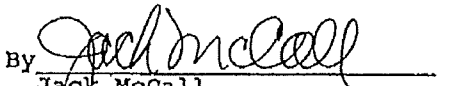
DONE IN OPEN COURT this \_\_\_\_ day of 11/19, 1991.



JUDGE OF THE SUPERIOR COURT

APPROVED AS TO FORM this  
19 day of November, 1991 by:

DUSHOFF, McCALL & ZEITLIN

By   
Jack McCall  
345 E. Palm Lane, Suite 100  
Phoenix, Arizona 85004  
Attorneys for Defendant  
Lakin Cattle Company

91 541844

1 Copy of the foregoing Final  
2 Order of Condemnation mailed  
3 this \_\_\_\_\_ day of \_\_\_\_\_,  
4 1991, to:

5 James R. Minter, Esq.  
6 Deputy County Attorney  
7 Office of the County Attorney  
8 111 W. Monroe, 16th Floor  
9 Phoenix, Arizona 85003  
10 Attorney for Maricopa County  
11  
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[s-lakin.foc:jmd]

91 541844

The South half of the Northeast quarter of Section 27,  
Township 1 North, Range 1 West of the Gila and Salt River  
Base and Meridian except the East 33 feet thereof.

**Exhibit A**

Encroachment Easement Parcel 2

A parcel of land situated in the Northeast quarter of Section 27, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the East quarter corner of said Section 27;

thence along the East line of said Northeast quarter, North 00° 09' 17" West, a distance of 1297.44 feet to the Southeast corner of the North half of said Northeast quarter;

thence departing said East line, and along the South line of said North half, North 88° 44' 12" West, a distance of 51.19 feet to the TRUE POINT OF BEGINNING;

thence continuing along said South line North 88° 44' 12" West, a distance of 1347.74 feet;

thence departing said South line, North 45° 00' 00" East, a distance of 329.73 feet;

thence North 90° 00' 00" East, a distance of 851.39 feet;

thence South 45° 00' 00" East, a distance of 371.75 feet to the TRUE POINT OF BEGINNING.

Above parcel contains 272,444.42 s.f. or 6.2545 acres, more or less.

Encroachment Easement Parcel 3

A parcel of land situated in the Northwest quarter of Section 26, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the West quarter corner of said Section 26;

thence along the South line of said Northwest quarter, North 89° 05' 25" East, a distance of 33.00 feet to a point on the Easterly right of way of Dysart Road and the TRUE POINT OF BEGINNING;

thence continuing along said South line South 89° 05' 25" East, a distance of 410.48 feet;

thence departing said South line North 00° 00' 00" East, a distance of 612.15 feet;

thence North 45° 00' 00" West, a distance of 434.16 feet;

thence North 00° 00' 00" East, a distance of 195.35 feet;

thence North 45° 00' 00" West, a distance of 150.90 feet to a point on the Easterly right of way of Dysart Road;

thence along said Easterly right of way South 00° 09' 17" East a distance of 1214.69 feet to the TRUE POINT OF BEGINNING;

Above parcel contains 356,318.42 s.f. or 8.1799 acres, more or less.

# Exhibit B

Encroachment Easement Parcel 4

91 541844

A parcel of land situated in the Southwest quarter of Section 26, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian described as follows:

Commencing at the West quarter corner of said Section 26;

thence along the North line of said Southwest quarter South 89° 05' 25" East a distance of 33.00 feet to a point on the Easterly right of way of Dysart Road and the TRUE POINT OF BEGINNING;

thence continuing along said North line South 89° 05' 25" East, a distance of 410.48 feet;

thence South 00° 00' 00" West, a distance of 80.17 feet;

thence South 45° 00' 00" West, a distance of 578.49 feet to a point on the Easterly right of way of Dysart Road;

thence along said right of way North 00° 09' 30" West a distance of 495.75 feet to the TRUE POINT OF BEGINNING.

Above parcel contains 118,127.97 s.f. or 2.748 acres, more or less.

91 541844

The foregoing instrument is a full, true and correct copy of  
the original on file in this office.

Attest NOV 19 1991 19  
JUDITH ALLEN, Clerk of the Superior Court of the State of  
Arizona, in and for the county of Maricopa.

By [Signature] Deputy



EXHIBIT 2  
TO  
PERPETUAL EASEMENT AGREEMENT PROVIDING FOR  
NOISE, ODOR & AESTHETIC SETBACKS ADJACENT TO  
THE CHARLES M. WOLF WATER RESOURCES CENTER  
BETWEEN THE CITY OF AVONDALE  
AND  
THOMAS TITLE & ESCROW, LLC

[Legal Description of Easement Area]

See following page.

NEW NOISE AND ODOR EASEMENT DESCRIPTION:

AN EASEMENT FOR NOISE AND ODOR LYING OVER AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 26 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 26 BEARS SOUTH 0 DEGREES 06 MINUTES 23 SECONDS WEST A DISTANCE OF 2594.66 FEET AND THE BASIS OF BEARING HEREIN;

THENCE SOUTH 89 DEGREES 57 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST SIDE OF AN EXISTING ODOR ENCROACHMENT EASEMENT, PARCEL 4, AS DESCRIBED IN DOCUMENT 19910541844, OFFICIAL RECORDS OF MARICOPA COUNTY;

THENCE CONTINUING SOUTH 89 DEGREES 57 MINUTES 56 SECONDS EAST A DISTANCE OF 410.48 FEET TO A POINT ON THE EAST SIDE OF SAID ODOR ENCROACHMENT EASEMENT AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 57 MINUTES 56 SECONDS EAST A DISTANCE OF 366.70 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 265.19 FEET;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 888.08 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 150.87 FEET A POINT ON A LINE LYING 33.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 0 DEGREES 06 MINUTES 23 SECONDS EAST A DISTANCE OF 407.82 FEET TO A POINT ON THE EASTERLY SIDE OF SAID ODOR ENCROACHMENT EASEMENT;

THENCE ALONG THE EASTERLY SIDE OF SAID ODOR ENCROACHMENT EASEMENT THE FOLLOWING TWO COURSES:

NORTH 45 DEGREES 30 MINUTES 19 SECONDS EAST A DISTANCE OF 578.44 FEET;

NORTH 0 DEGREES 52 MINUTES 42 SECONDS WEST A DISTANCE OF 80.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.76 ACRES MORE OR LESS.

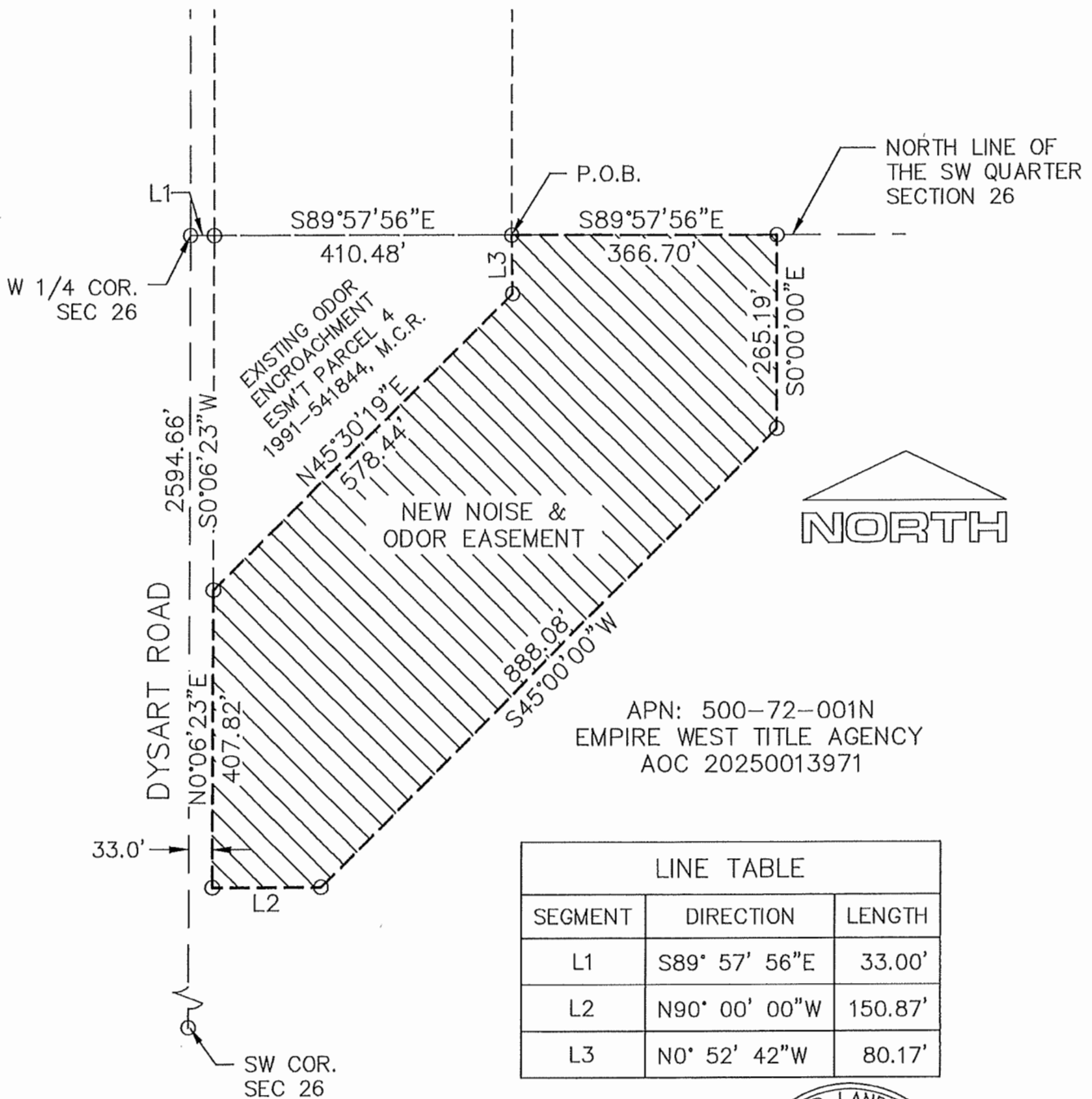
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE  
MADE A PART HERETO.



**EXHIBIT "A"**  
**NEW NOISE AND ODOR EASEMENT**

|          |     |         |            |
|----------|-----|---------|------------|
| DRAWN:   | KOS | JOB NO: | 24131      |
| CHECKED: | JVS | DATE:   | 01/30/2025 |
| SCALE:   | NTS | SHEET   | 1 OF 2     |

Prepared By:  
82 BRAVO, LLC  
579 W Wickenburg Way, Suite #2  
Wickenburg, Arizona 85390  
928-684-5046 Info@82Bravo.com  
www.82Bravo.com



## EXHIBIT "A"

### NEW NOISE AND ODOR EASEMENT

|          |     |         |            |
|----------|-----|---------|------------|
| DRAWN:   | KOS | JOB NO: | 24131      |
| CHECKED: | JVS | DATE:   | 01/30/2025 |
| SCALE:   | NTS | SHEET   | 2 OF 2     |



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EXHIBIT B TO  
ORDINANCE NO. 2030-0725

[Legal Description and Map of Easement Area]

See following pages.

NEW NOISE AND ODOR EASEMENT DESCRIPTION:

AN EASEMENT FOR NOISE AND ODOR LYING OVER AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

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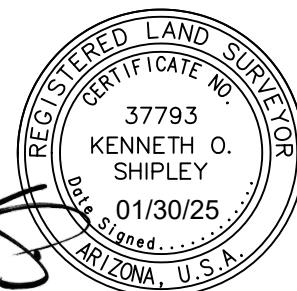
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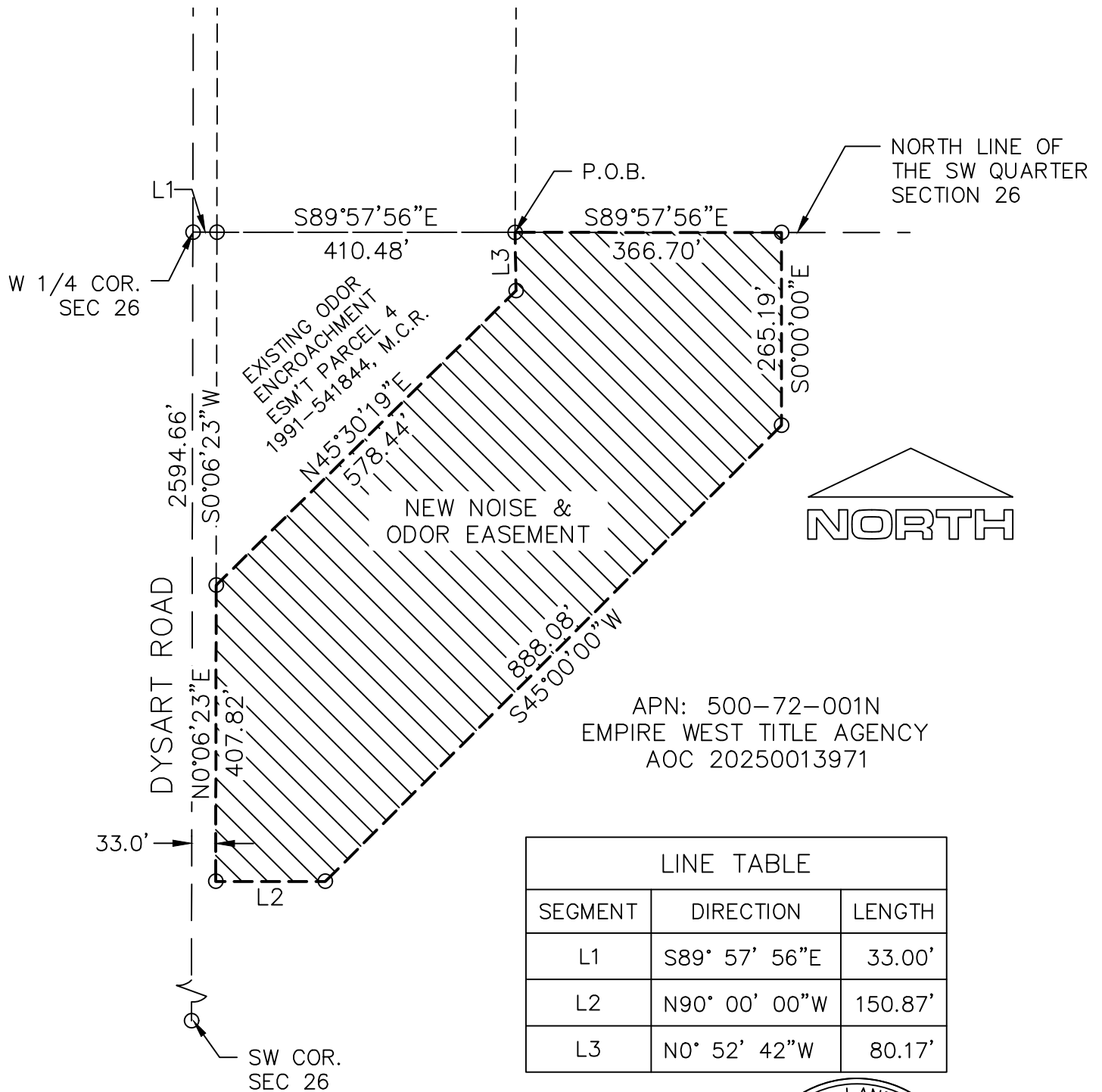
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE  
MADE A PART HERETO.



**EXHIBIT "A"**  
**NEW NOISE AND ODOR EASEMENT**

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| LINE TABLE |               |         |
|------------|---------------|---------|
| SEGMENT    | DIRECTION     | LENGTH  |
| L1         | S89° 57' 56"E | 33.00'  |
| L2         | N90° 00' 00"W | 150.87' |
| L3         | N0° 52' 42"W  | 80.17'  |



## EXHIBIT "A"

### NEW NOISE AND ODOR EASEMENT

|          |     |         |            |
|----------|-----|---------|------------|
| DRAWN:   | KOS | JOB NO: | 24131      |
| CHECKED: | JVS | DATE:   | 01/30/2025 |
| SCALE:   | NTS | SHEET   | 2 OF 2     |

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