



**City of Avondale**  
**City Council Meeting**  
Monday, October 28, 2019

**Mayor and Council**

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member  
Veronica Malone, Council Member | Curtis Nielson, Council Member  
Mike Pineda, Council Member

**Administration**

Charles A. Montoya, City Manager  
Gina Montes, Assistant City Manager  
Michael Wawro, City Attorney  
Marcella Carrillo, City Clerk

**City Council Chambers**

11465 West Civic Center Drive  
Avondale, AZ 85323



City Council Meeting  
Agenda  
Monday, October 28, 2019

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

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**WORK SESSION**  
**6:30 PM**

**CALL TO ORDER BY MAYOR**

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

**2. P.W. LITCHFIELD HERITAGE CENTER REQUEST FOR FUNDING**

City Council will receive an update from staff regarding the P.W. Litchfield Heritage Center request for funding. This item is for information only.

**3. ADJOURNMENT**



Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

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## **REGULAR MEETING**

**7:00 PM**

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

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

#### **2. UNSCHEDULED PUBLIC APPEARANCES**

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

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

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

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

City Council will consider a request to approve the August 26, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

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

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

##### **c. SERIES 10 LIQUOR LICENSE - BEER AND WINE STORE - RESIDENCE INN**

City Council will consider a request to approve an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Brian Daley Welker to sell beer and wine at Residence Inn located at 11465 Hilton Way, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

##### **d. RESOLUTION 3589-1019 - MULTI-FAMILY RESIDENTIAL DESIGN MANUAL (APPLICATION PL-19-0074)**

City Council will consider a request to adopt Resolution 3589-1019 approving application PL-19-0074, the Multi-Family Residential Design Manual. The Council will take appropriate action.

**e. RESOLUTION 3590-1019 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSIT AUTHORITY**

City Council will consider a request to adopt Resolution 3590-1019 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for fiscal year 2020 relating to bus stop improvements and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. ORDINANCE 1707-1019 - ACQUISITION OF REAL PROPERTY AT CIVIC CENTER**

City Council will consider a request to: (a) adopt Ordinance 1707-1019 authorizing the purchase of real property located at Avondale Boulevard between Coldwater Springs Boulevard and Civic Center Drive at the Avondale Civic Center Campus; (b) approve a General Fund Contingency Transfer not to exceed \$590,000; and (c) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**4. REGULAR AGENDA**

**a. PUBLIC HEARING - ORDINANCE 1708-1019 AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD RIGHT-OF-WAY ANNEXATION**

City Council will hold a public hearing and consider a City-initiated request to adopt Ordinance 1708-1019 annexing approximately 9.32 acres of right-of-way generally located along Avondale Boulevard from the street center line of Lower Buckeye Road to approximately 1,320 feet north of Broadway Road and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

**5. ADJOURNMENT**

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

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

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

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

## CITY COUNCIL REPORT

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**SUBJECT:** P.W. Litchfield Heritage Center request for funding

**MEETING DATE:** 10/28/2019

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**TO:** Mayor and Council

**FROM:** Marshall Pimentel, Management Analyst, (623)-333-1027

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

**PURPOSE:**

City Council will receive an update from staff regarding the P.W. Litchfield Heritage Center request for funding. This item is for information only.

**BACKGROUND:**

The Litchfield Park Historical Society was founded in 2001 as an all-volunteer organization whose mission is to encourage an interest in the history of Litchfield Park and its vicinity, and to preserve historic materials for future generations.

**DISCUSSION:**

The Litchfield Park Historical Society opened its museum in October 2012 in the historic site called 'Aunt Mary's House', a part of the original Rancho La Loma estate built by Paul Weeks Litchfield. The Society now plans to move the museum into the Litchfield/Denny House. The new facility will be called the P.W. Litchfield Heritage Center and will feature a museum, archive, research library, and site for community gatherings.

The Society would like the City of Avondale to consider contributing funds to the renovation and expansion of the new site. The attachment features the estimated cost of the project, commemorative naming opportunities for areas throughout the proposed center, and various methods of giving.

**BUDGET IMPACT:**

Options for naming opportunities range from \$25,000 to \$250,000.

**RECOMMENDATION:**

This item is for information and discussion only.



## PROJECT COST ESTIMATE

The project cost estimate is based on a preliminary budget provided by Waltz Construction in conjunction with the Orcutt Winslow Design team for the P.W. Litchfield Heritage Center. The project is anticipated to take 6-8 months from the time construction begins until it's completion.

The project is summarized as: Site work/Tenant Improvement/ Conversion of existing residential property into a Public Museum and Cultural Center.

### Construction Project Categories

### Costs

|                                                  |                    |
|--------------------------------------------------|--------------------|
| Demolition, concrete, masonry, metals, carpentry | \$241,000          |
| Thermal protection/sealants, glass & glazing     | 83,000             |
| Metal studs and drywall                          | 71,000             |
| Painting, flooring, plumbing, HVAC, electrical   | 488,000            |
| General Conditions                               | 116,000            |
| Fixtures, furnishings, exhibits                  | 488,000            |
| Elevator                                         | 50,000             |
| Roofing                                          | 12,000             |
| Earthwork, grading, paving                       | 1,300,500          |
| Electrical, fire alarm, fire suppressant system  | 235,500            |
| Insurances, construction contingency             | 300,000            |
| Architectural/Engineering Services               | 180,000            |
| <b>ESTIMATED COST OF PROJECT</b>                 | <b>\$3,565,000</b> |



P.W. LITCHFIELD  
**HERITAGE CENTER**

## COMMEMORATIVE GIFT OPPORTUNITIES

To commemorate the generosity of its supporters, the Litchfield Park Historical Society (LPHS) and the Capital Campaign Leadership wish to make a public and enduring record of those who have significantly invested in this important community endeavor.

### Gallery & Program Area Sponsorships

Galleries, program areas, and other P.W. Litchfield Heritage Center sites have been designated for memorial/commemorative purposes. This opportunity offers a way to memorialize yourself, your family, a loved one, or business by permanently naming an area in the new P.W. Litchfield Heritage Center. A plaque or signage inscribed according to the wishes of the donor(s) will mark each named area. Please note that the amounts indicated do not necessarily reflect the actual construction costs. They are an indication of the memorial or tribute value.

### Donors' Wall

In addition, all donors to the P.W. Litchfield Heritage Center Project will be recognized for their gift. A Donors' Wall will be located prominently as a permanent reminder, for generations to come, of those whose interest and generosity have made this Heritage Center a reality. The Donors' Wall will be inscribed with each donor's name.

*The success of our Capital Campaign is totally dependent on the generosity and support of our donors. Please help us create a legacy for our children and for all generations to come.*

*We thank you!*

The Board of Directors of the Litchfield Park Historical Society

February 2019

P.W. LITCHFIELD HERITAGE CENTER  
c/o LPHS – P.O. Box 1936 • Litchfield Park, AZ 85340  
623-535-4414 • [www.lphsmuseum.org](http://www.lphsmuseum.org)





## Locations

|   |                           |             |                |
|---|---------------------------|-------------|----------------|
| ✓ | Heritage Center Building  | \$1,050,000 | The Blackfords |
|   | Entrance Foyer            | \$80,000    |                |
|   | Assembly Room             | \$250,000   |                |
|   | The Balcony               | \$80,000    |                |
|   | The Terrace               | \$200,000   |                |
|   | Tower                     | \$100,000   |                |
|   | Archive                   | \$100,000   |                |
|   | Research Library (collec) | \$80,000    |                |
|   | Boardroom                 | \$50,000    |                |
|   | Exterior stairway (entr.) | \$30,000    |                |
|   | Break Room                | \$30,000    |                |
|   | The Archway               | \$50,000    |                |
|   | Gift Shop                 | \$50,000    |                |

## Galleries

|   |           |           |          |
|---|-----------|-----------|----------|
| ✓ | Gallery 1 | \$100,000 | RESERVED |
| ✓ | Gallery 2 | \$60,000  | Kaufman  |
|   | Gallery 3 | \$100,000 |          |
| ✓ | Gallery 4 | \$40,000  | RESERVED |
|   | Gallery 5 | \$200,000 |          |
| ✓ | Gallery 6 | \$70,000  | Espil    |
| ✓ | Gallery 7 | \$25,000  | RESERVED |
|   | Gallery 8 | \$100,000 |          |
|   | Gallery 9 | \$150,000 |          |

## Exhibits

|   |                              |          |          |
|---|------------------------------|----------|----------|
|   | Pre-1900s                    | \$25,000 |          |
|   | 1900-1909                    | \$25,000 |          |
|   | 1910-1919                    | \$25,000 |          |
|   | 1920s                        | \$30,000 |          |
| ✓ | 1930s                        | \$25,000 | RESERVED |
| ✓ | 1940s                        | \$30,000 | RESERVED |
| ✓ | 1950s                        | \$25,000 | RESERVED |
|   | Los Campos                   | \$30,000 |          |
| ✓ | New Town                     | \$25,000 | RESERVED |
| ✓ | SW Valley Farmers & Ranchers | \$75,000 | RESERVED |

**Thank You For Your Support!**

Contact Judy Cook for information: 623.935.4529 / jjcookaz5@aol.com

P.W. LITCHFIELD HERITAGE CENTER  
c/o LPHS – P.O. Box 1936 • Litchfield Park, AZ 85340  
623-535-4414 • www.lphsmuseum.org



P.W. LITCHFIELD  
**HERITAGE CENTER**

## METHODS OF GIVING

**The target date for beginning construction on the historic P.W. Litchfield Heritage Center is the fall of 2020.**

### Cash

Gifts can be paid through cash, check or credit card.

### Securities

Appreciated assets such as stocks and bonds can be an excellent way to give a gift. Donors wishing to give in this manner are asked to contact our financial representative to handle this transaction:

**Debbie Allen**, *Financial Advisor*,  
**Edward Jones**

1616 N. Litchfield Road., Suite 125  
Goodyear, AZ 85395  
623-536-2378

### IRA Charitable Rollover

The IRS rollover regulation of 2011 was extended indefinitely. This provision enables those individuals 70 ½ and older to make a contribution up to \$100,000 directly to a charity without tax penalties.

### Pledge

Many gifts are made in the form of a pledge, payable over two years (2019 and 2020). Pledges afford donors the opportunity to make more substantial gifts than if they were limited to making payment in full with a single year. Pledges are to be made in writing using the Letter of Intent Form found in this packet.

### Paid-Up Life Insurance

If one owns an insurance policy that is no longer needed for its original purpose, it can be given to the Litchfield Park Historical Society which becomes the owner of the policy. In general, the donor will be entitled to an income tax deduction for the cash surrender value and can deduct the amount of future premiums paid to the LPHS.

**Please contact our Capital Campaign Chairman for questions about any other methods of donation:**

### Judy Cook

*Capital Campaign Chairman*

jjcookaz5@aol.com  
623-535-4414 or 623-935-4529

P.W. LITCHFIELD HERITAGE CENTER  
c/o LPHS – P.O. Box 1936 • Litchfield Park, AZ 85340  
623-535-4414 • [www.lphsmuseum.org](http://www.lphsmuseum.org)

## CITY COUNCIL REPORT

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**SUBJECT:** Minutes

**MEETING DATE:** 10/28/2019

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**TO:** Mayor and Council

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

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

**PURPOSE:**

City Council will consider a request to approve the August 26, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

**BACKGROUND:**

n/a

**DISCUSSION:**

n/a

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDATION:**

Staff recommends City Council approval of the August 26, 2019 City Council Meeting minutes.



**MINUTES OF THE AVONDALE CITY COUNCIL**  
CITY OF AVONDALE, ARIZONA  
CITY COUNCIL CHAMBER  
August 26, 2019

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:30 p.m.

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

**Members Absent:** Bryan Kilgore (see note below).

**Other Municipal Officials Present:** Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

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

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

Note: Council Member Bryan Kilgore arrived to the meeting at 6:32 p.m.

## **2. TRANSIT AND PROPOSITION 400 EXTENSION UPDATE**

Kristen Taylor, Transit Management Analyst, provided an update on the success of the Zoom Neighborhood Circulator, as well as an update regarding recent changes to the City's Paratransit Services. City Council also received a brief update on the Proposition 400 Extension.

Presentation by Ms. Taylor included:

- Avondale transit components:
  - Regional Routes to include routes 3 and 17 (Van Buren and McDowell) that travel through many different cities.
  - Express Route to include route 563 that runs out of the park-and-ride with four trips per day into downtown Phoenix as well as four return trips in the afternoon.
  - The Zoom Circulator Route.
  - ADA Paratransit Service that is a required service for disabled individuals who cannot use regular fixed route services. Ride Choice is a new program for the paratransit service.
- Medical Taxi Service that provides transportation for individuals to routine medical appointments. The City pays 75% and the rider pays 25%, up to \$15.
- Historical background on the Avondale Zoom Circulator:

- MAG completed a circulator study in 2019.
  - Service began on July 25, 2011.
  - Tolleson and Saturday service began in 2012.
  - Goodyear extension was added in 2015.
  - Zoom North opened in October 2017.
  - Sunday service began in April 2019.
  - Fares remain steady at 50 cents.
  - Zoom south monthly ridership has increased over the last three months.
  - Zoom north monthly ridership has improved but to make it perform even better, staff recommends including one extended route to eliminate a transfer as well as modifying the name to Zoom Uptown and Zoom Downtown.
  - Costs for service will be less for the Zoom North route as the change in the route will result in a reduction in mileage.
  - The Zoom North route will provide new service to John Paul II Catholic High School, Litchfield Road and Indian School Road, Festival Fields park, and the new Senior and Resource Center.
- Bus stops:
  - There are approximately 120 bus stops with 40 shelters that are owned by the City, OutFront Media or developers.
  - OutFront Media maintains and cleans each of the shelters through a contract.
  - Valley Metro recently inventoried all stops for ADA compliance which is a significant issue regionally.
  - A plan for making all City's stops compliant is in development.
  - Developers are required to provide bus pullouts and shelters along existing or future routes.
  - A current federal grant will fund the addition of eight to ten new shelters in 2020.
- ADA Paratransit Service:
  - The Federal Transit Authority (FTA) requires the City to provide Paratransit Service within three-quarters of a mile of any fixed route bus service.
  - Users of the service must be ADA certified.
  - The City of Phoenix provided the service until approximately one year ago and Valley Metro took over the service on July 1.
  - With the transition to Valley Metro, the Ride Choice Program became available to ADA certified Avondale residents.
  - Trips are limited to 20 or 50 per month for school, work or medical.
  - Ride Choice fare is \$3 for up to eight miles and \$2 per mile thereafter.
  - Ride Choice trips are provided by Uber, taxi or non-emergency medical.
  - The average trip cost to the City for Ride Choice trips is \$20 versus an average cost of \$50 on paratransit.
  - Ms. Taylor provided a comparative review of Paratransit versus Ride Choice and reviewed a list of public outreach methods utilized during the transition.
- Prop 400 extension update:
  - Prop 400 is Maricopa County's half cent sales tax for transportation and has firewalled allocations of 56.2%, 33.3%, and 10.5%.
  - Tax covers freeways, transit and arterials and the tax collections expire in 2025.
  - The Region plans to place the issue on the ballot in 2022.

- MAG hopes to legislatively change who has the authority to place the item on ballot.
- MAG has begun a program to gather citizen opinions on transportation, including a values mapping process.
- Efforts included reach-out to elected officials, a scientifically valid survey and an online survey and four points of focus were identified.
- Funding policy decisions will be made by the MAG Transportation Policy Committee and Executive Committee.
- Approximately one week ago, MAG provided a preliminary funding policy model.
- In addition to the existing programs of freeways, transit and arterials, the plan would add programs such as maintenance, safety, technology, active transportation and others.
- Moving forward:
  - Avondale is currently categorized as a small, urbanized area but after the next census, it is expected to be recategorized as a medium-sized urbanized area.
  - In 2022, the City will no longer be able to use funding from the Federal Transit Administration for operating expenses and funds will only be permitted for capital projects.
  - The City will work with its federal lobbyists for a two-year extension to 2024.
  - The City is partnering with Goodyear on a transit study in terms of funding transit in the future.
  - City staff will continue to advocate for Avondale in Prop 400.

Mayor Weise thanked Ms. Taylor for her efforts. In terms of an update from MAG, the value mapping consisted of a three-hour meeting to review and discuss how other cities have managed the process. The goal is to avoid becoming tied into one program and one plan. The West Valley is united in its goals, which includes having roads with regional significance.

Vice Mayor Dennis asked for an estimated commitment required from the City to maintain the existing infrastructure. Ms. Taylor stated that the only aspect being currently funded is the Zoom route at 50 percent with \$1.25 million cut from federal dollars. Vice Mayor Dennis surmised that the City would have to add at least \$1.5 million just to maintain the Zoom route after the change. Ms. Taylor concurred. Vice Mayor Dennis cited the need to add a significant number of shelters to the existing bus stops. She appreciates the aggressive plan to add at least eight to ten. She inquired as to other funding potentials for this work. Ms. Taylor stated that much of the improvements are funded with federal dollars. When the City moves to a medium sized urbanized area, federal funds will only be allowed for capital projects. Those capital dollars will stretch further in terms of adding shelters and additional busses.

Council Member Pineda said he has received comments from citizens who were confused about the appropriate route to take and agreed that the changes will alleviate this confusion. In response to a question regarding ADA requirements for bus shelters, Ms. Taylor explained the various ADA requirements for bus shelters including sidewalk and having slope accommodations.

Council Member Malone asked about the design of the new shelters, citing concerns over the enclosed design where individuals may use the benches for sleeping. Ms. Taylor explained there is currently not a design for the future shelters. The design and construction will be completed by contractors who are federally procured through Valley Metro. Ms. Taylor explained she would review future shelter designs to help elevate the concerns.

Mayor Weise cited designs that include individual seats, which may alleviate concerns about people sleeping on the benches. Mayor Weise commented on ongoing maintenance issues and the presence of shopping carts and requested staff research what other cities are doing to help with the issues.

Ms. Taylor stated that once the routes are removed on MC-85, the contractor has agreed to maintain the location east of 4th Street at least twice per week and she explained additional cleaning services can be requested. Mayor Weise identified the shelter located on the south side of McDowell near the Fry's in terms of trash and other activity. Council Member Malone identified the Cashion location as an area of trash, clutter and people sleeping on benches.

### **3 ADJOURNMENT**

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

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

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

Meeting adjourned at 6:56 p.m.

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A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:05 p.m.

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

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

**Members Absent:** None.

**Other Municipal Officials Present:** Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

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

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

## **2 UNSCHEDULED PUBLIC APPEARANCES**

None.

## **3 PRESENTATION ITEMS**

### **a. READ ON AVONDALE**

Avondale Resident and Valley of the Sun United Way's Director of Community Impact, Dawn Gerundo, presented a report to the Mayor and Council on Read On Avondale's Theory of Acceleration.

Presentation by Ms. Gerundo included:

- One in four children in Maricopa County live in poverty and only 26% of children ten months to five years old receive developmental screenings.
- Avondale will be able to provide free developmental screenings to all children and families in Avondale through AHCCCS with collaboration of libraries and other City programs.
- 64% of Arizona children do not have access to high quality preschool programs.
- History of the various recognitions in connection with Read On Avondale.
- Approach to the Theory of Acceleration
  - Build workgroups and recruit schools (Avondale and Pendergast Elementary).
  - During phase 1 in January 2019, current and past data for bright spots were analyzed, assumptions were developed, and narrative interviews were developed.
  - During phase 2 in January 2020, the agency will explore what works.
  - During phase 3 in September 2020, the agency will include policy and system changes.
- A primary goal is for each school in the Read On Avondale Acceleration Zone to increase 3rd grade reading proficiency greater than or equal to the Arizona State scores.
- Strategies included a review and update a list of literacy services available to families in Avondale and to provide wraparound services to children and families; create, review and update an inventory of professional development opportunities for

teachers, specialists and providers through the Read On Avondale; and create and/or support an awareness campaign.

Mayor Weise asked about differences in the three school districts. Ms. Gerundo stated that the districts were included as a collective, however Littleton chose not to participate in the Acceleration Zone. In terms of comparison, Avondale Elementary School District had the first significant push in improving attendance rates. Littleton had been committed to similar efforts and completed its proclamation. Pendergast had not yet started the initiative, however they are now prepared to take a deep dive, including reviewing Avondale's methods for improving attendance to develop their own plan.

Vice Mayor Dennis inquired on the preschool development grant. Ms. Gerundo explained the grant was acquired by the State of Arizona, which provided free preschool slots. The grant was not intended to be long-term, but was intended to help get districts on their feet and moving towards a plan to serve children through Pre-K. The school districts have not since received additional dollars and there may be an opportunity for all three districts to work together to pursue grants or other funding opportunities. Vice Mayor Dennis inquired about engaging with the private sector. Ms. Gerundo said that one of the private sector entities is very interested in the approach as well as coming to the table for further discussion.

Council Members Conde commended Ms. Gerundo for her work and the collaborative approach moving forward.

Council Member Malone commended Ms. Gerundo for her work and inquired on partnering with Catholic Charities in terms of the preschool programs. Ms. Gerundo stated she is happy to say she is now the co-chair of the Catholic Charities Head Start Program in the West Valley and sits on the Executive Board for Catholic Charities. She provided additional information regarding the federal funding that the agency receives.

Mayor Weise read a proclamation declaring September 2019 as Attendance Awareness Month in Avondale.

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

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

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

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde     Aye



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

**a. MINUTES**

City Council will consider a request to approve the May 6, 2019 and May 20, 2019 City Council Meeting Minutes.

**b. WIRELESS PROVIDER MASTER LICENSE APPLICATION FOR AT&T MOBILITY LLC**

City Council approved a Wireless Provider Master License Application for AT&T Mobility.

**c. COOPERATIVE PURCHASING AGREEMENT WITH SOUTHWEST WATERWORKS CONTRACTORS PM, LLC TO PROVIDE WATER AND PUMP MAINTENANCE AND REPAIR SERVICES**

City Council approved a Cooperative Purchasing Agreement with Southwest Waterworks Contractors PM, LLC to provide water wells and pump maintenance and repair services with a maximum aggregate amount not to exceed \$1,000,000 over the five year contract term and authorized the City Manager and City Clerk to execute the necessary documents.

**d. 6TH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK WITH PCL CONSTRUCTION, INC., - GRIT CHAMBER REHABILITATION FOR THE WATER RECLAMATION FACILITY**

City Council approved Contract Amendment No. 6 to the Construction Manager at Risk Agreement with PCL Construction, Inc., to perform additional work related to Grit Chamber rehabilitation for the Water Reclamation Facility improvement project in the amount of \$149,980.25 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

**e. RESOLUTION 3579-819 - AMENDING THE COUNCIL RULES OF PROCEDURE, SECTION - 15 PERTAINING TO BOARDS, COMMISSIONS, AND COMMITTEES**

City Council adopted Resolution 3579-819 amending the Council Rules of Procedure section 15, Boards, Commissions, and Committees, approving administrative changes to various Boards, Commissions, and Committees and authorized the Mayor, or City Manager and the City Clerk to execute the appropriate documents.

**f. RESOLUTION 3580-819 AVONDALE MUNICIPAL ART COMMITTEE BYLAWS**

City Council adopted Resolution 3580-819 amending the bylaws of the Avondale Municipal Art Committee to modify the requirements of the Ex-Officio member.

**g. RESOLUTION 3583-819 – INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY SHERIFF’S OFFICE FOR THE SWORN BASIC TRAINING ACADEMY**

City Council adopted Resolution 3583-819 authorizing an Intergovernmental Agreement with the Maricopa County Sheriff's Office (MCSO) to utilize their sworn basic training academy for the training of new police recruits and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

**h. RESOLUTION 3581-819 AND 3582-819 - DROUGHT CONTINGENCY PLAN AGREEMENTS**

City Council adopted Resolution 3581-819 authorizing an intergovernmental agreement with the City of Peoria, the Maricopa Stanfield Irrigation and Drainage District and the Arizona Department of Water Resources relating to the Lower Basin Drought Contingency Plan Water Storage; adopted Resolution 3582-819 authorizing an intergovernmental agreement with the City of Chandler, the City of Goodyear, the City of Peoria, The City of Phoenix, the City of Scottsdale, the City of Tucson, Freeport Minerals Corporation and Epcor Water Arizona inc., relating to the Lower Basin Drought Contingency Plan Long Term Storage Credit Exchange; and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

**i. RESOLUTIONS 3569-819 AND 3570-819 – MARBELLA PARK MAINTENANCE IMPROVEMENT DISTRICT**

City Council approved the Petition for Formation, adopted Resolution 3569-819 declaring its intention to form the City of Avondale Maintenance Improvement District No. 18, Marbella Park providing for the assessment, and Resolution 3570-819 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency.

**j. FINAL PLAT OF MARBELLA PARK (FORMERLY GREYHOUND PARK) - APPLICATION PL-18-0288**

City Council approved a request by Mr. David Bohn, Westwood Professional Services, for approval of a Final Plat for Marbella Park (formerly "Greyhound Park").

**k. ORDINANCE 1695-819 - SALE OF REAL PROPERTY LOCATED AT 99TH AVENUE AND MCDOWELL ROAD**

City Council adopted Ordinance 1695-819, authorizing the sale of real property located at the northeast corner of the Costco property, immediately west of 99th Avenue, and north of McDowell Road and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

**l. ORDINANCE 1700-819 - AMENDING CITY CODE, CHAPTER 13 (LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS) - PERTAINING TO ALCOHOLIC BEVERAGE LICENSES**

City Council adopted Ordinance 1700-819, amending City Code Chapter 13 (Licenses, Taxation and Miscellaneous Business Regulations), Article IV (Alcoholic Beverage Licenses), amending section 88 pertaining to publication of notices and authorized the Mayor, or City Manager and the City Clerk to execute the appropriate documents.

**m. ORDINANCE 1701-819 – DEDICATING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AT ROOSEVELT STREET AND 103RD AVENUE**

City Council adopted Ordinance 1701-819 dedicating an Irrigation Easement to Salt River Project (SRP) at Roosevelt Street and 103rd Avenue and authorized the Mayor or City Manager, and City Clerk to execute the necessary documents.

## 5 REGULAR AGENDA

**Note from the City Clerk: Agenda Items 5a and 5b relating to the Parkside Village were presented together. Items are not listed in the order they were presented.**

Presentation by Ken Galica, Division Lead Planner, included:

- Property consists of approximately 163 acres, located at the southwest corner of Indian School Road and 99th Avenue.
- Property was annexed in the 1980s into two segments.
- In October of 2007 the property was rezoned to Planned Area Development (PAD) and was previously called Entorno PAD.
- In June 2014, the project was rezoned from Entorno PAD to the Parkside Village PAD and a development agreement with the property owner was approved.
- The development agreement included specifying phasing responsibilities for offsite improvements and provisions to allocate SRP aesthetics funds toward undergrounding SRP canals on the property as well as development impact fee procedural requirements.
- The property has three general plan designations, including medium-high density residential, mixed use designation, and office professional designation.
- The existing PAD:
  - 247 single family detached lots at approximately 5,000 to 8,400 square feet.
  - 101 alley-loaded, detached residences which provide garage access from the rear of the building.
  - 64 attached townhomes and a 272-unit apartment complex adjacent to 99th avenue.
  - 33 acres designated as mixed use and 10 acres designated for office use.
- The proposed PAD:
  - Increases the acreage and number of units of traditional, single family detached homes from 105 acres to 132 acres with a total of 415 lots.
  - The lot sizes in the proposed amendment range from 4,500 to 6,600 square feet.
  - The rear-loaded product is continued in the new proposal, consisting of 247 units flanking the central park.
  - The mixed-use area is downsized from 33 to 21.3 acres.
  - The office complex remains largely consistent with the existing plan.
  - The revised plan eliminates the townhouses and apartment complex.
  - The open space remains consistent at 18 percent.
  - The central park will increase from 5 acres to approximately 6.5 acres and will include a community pool with restrooms and changing facilities, outdoor movie theater, basketball court, sand volleyball, ramadas, play structures and turf.
  - Other open space includes fitness stations, lawn games, trails and play structures.
- Analysis:

- Proposed PAD amendment conforms to the General Plan.
- The density is within the medium-high range.
- There is a proportionate mix of residential and commercial uses in the mixed-use area.
- All the requirements of the Section 6 of the Zoning Ordinance are met.
- Uses in the commercial and residential, development standards, design and open space are consistent with the desired character for development in the area.
- All required notifications were completed, including a neighborhood meeting held in July 2019, however only one resident from West Wind attended.
- The Planning Commission recommended approval last month.
- Development agreement information:
  - The original development agreement is still in effect today and defined offsite improvements, scope and timing.
  - The scope of improvements is not changing and the improvements requirements for 99th Avenue and Indian School remain the same.
  - The agreement includes a complex range of tasks which include undergrounding of the SRP canals, placing the powerlines underground, installation of utility lines and installation of traffic signals to be completed by the developer.
  - The City will issue up to 150 building permits and up to 75 certificates of occupancy for homes in the first residential phase before the construction of the offsite improvements to 99th Avenue are complete.
  - The developer will be required to construct and complete the improvements within six months of the first certificate of occupancy issuance.
  - The second phase of the project will include improvements to 99th Avenue and Indian School traffic signal, turn lanes, deceleration lanes.
  - In addition to phasing, the development agreement proposes to reimburse the developer \$150,000 toward the extension of the Indian School Road water line.
  - The agreement allows for deferred development impact fees.
  - Staff believes the agreement will help facilitate development of the Parkside Village Community and help create an attractive gateway into the North Avondale area.
  - The offsite improvement timing flexibility will include cosmetic delays, but essential living needs will be complete before certificates of occupancy are issued.
- The Public Works Water System Line and Replacement and Expansion Fund are committed to the developer as part of the agreement towards extending the 16-inch water line on Indian School Road and is already identified in the Master Plan.
- The City can safely anticipate an increase in sales tax, property tax and construction sales tax.
- Staff recommends approval of the PAD amendment subject to the seven recommended conditions in the staff report and approval of the first amendment development agreement.

Mayor Weise opened the public hearing and received a request to speak by Jordan Rose with Rose Law Group on behalf of William Lyon Homes. Ms. Rose commended management and staff for its years of efforts on the project.

Mayor Weise closed the public hearing and opened the floor for comments from Council.

Mayor Weise provided a brief history regarding the Entorno community, mentioning it was one of the first issues he voted on in 2007. He noted it was anticipated the medical staff working in Algodon would live close to work, resulting in the mentioned 2014 changes.

Council Member Nielson asked for confirmation that the 16-inch water pipeline will bring water from Phoenix into Avondale. Mr. Galica stated that it is a City of Avondale water line, bringing water from the existing system to the east.

Council Member Kilgore stated that it is a wonderful project and echoed Mayor Weise's comment regarding assisting with the incoming medical corridor. He expressed concern with the deferred payment of the new growth, stating the new growth should pay for itself. Mr. Galica clarified that the existing agreement approved in 2014 allowed for deferment of the impact fees but the new agreement eliminates that provision and the developer will pay the fees per standard procedure. He stated it is the City's standard requirement that all offsite improvements are completed in the first phase before a certificate of occupancy is issued. In this case, it will be difficult to complete improvements quickly due to state and federal (Bureau of Reclamation) approvals that take 18 to 24 months. Council Member Kilgore expressed his appreciation to staff's work on the project and explained he did not want the same non-development situation to happen, like before.

Vice Mayor Dennis stated that she agrees with allowing the developer to begin construction and she is glad to see the project move forward. She asked when the maintenance improvement district would be introduced to provide protection in the event of a downtown. Mr. Galica stated that the next step in the process for the park side team is to process the preliminary plat, followed by the final plat. The maintenance improvement district (dormant tax mechanism) can be activated if the HOA becomes defunct. As part of the agreement, the developer will bond for offsite improvements.

Mayor Weise commented on the importance of the entrance and outer walls reflect the quality construction that the City is attempting to put forth.

**a. RESOLUTION 3576-819 – FIRST AMENDMENT TO THE PARKSIDE VILLAGE DEVELOPMENT AGREEMENT WITH AG/RW – ENTORNO, LLC – APPLICATION PL-19-0065-**

Motion was made by Vice Mayor Dennis, seconded by Council Member Malone, to adopt Resolution 3576-819 approving the First Amendment to the Parkside Village Development Agreement with AG/RW –Entorno, LLC, and authorize the Mayor or City Manager and City Clerk to execute the Agreement.

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

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

**b. PUBLIC HEARING - ORDINANCE 1699-819 - MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT - APPLICATION PL-18-0296 - PARKSIDE VILLAGE**

Motion was made by Council Member Nielson, seconded by Council Member Malone, to adopt Ordinance 1699-819 approving Application PL-18-0296 Parkside Village, a request for a Major Amendment to the Parkside Village Planned Area Development (PAD), subject to seven (7) conditions of approval as listed in the Staff report.

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

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

**6. ADJOURNMENT**

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

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

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

Meeting adjourned at 7:56 p.m.

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Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 26<sup>th</sup> day of August 2019. I further certify that the meeting was duly called and held and that the quorum was present.

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Marcella Carrillo, City Clerk

## CITY COUNCIL REPORT

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

**MEETING DATE:** 10/28/2019

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**TO:** Mayor and Council

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

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

**PURPOSE:**

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

**BACKGROUND:**

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

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

As required in the City Council Rules of Procedures, all members of boards, commissions, and committees shall be registered voter, unless the registered voter requirement is waived as part of the City Council's appointment of the member. There is currently one resident of the City of Avondale who is interested in serving but is not yet a citizen. The applicant, Mr. Fregozo, is currently a permanent resident of the United States and is required to wait three years before applying for citizenship. Staff is requesting City Council approve the appointment of Mr. Fregozo with the voter registration requirement waived.

**DISCUSSION:**

The Council Subcommittee on Boards, Commissions and Committees held a meeting on October 2, 2019 to discuss and recommend candidates for appointment to the City's Boards, Commissions, and Committees.

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

Energy, Environment, And Natural Resources Commission

- Ariel Gomez as a Youth Member for a partial term to expire on July 31, 2020
- Litzy Hernandez as Alternate Member #1 for a partial term to expire on December 31, 2020
- Billy Vaughan as Alternate Member #2 for a partial term to expire on December 31, 2020



- Matthew Gale for a full term to begin on January 1, 2020 through December 31, 2022.

#### Municipal Arts Committee

- Israel Rios Fregozo as a Regular Member for a partial term to expire on December 31, 2019, with the voter registration requirement waived.
- Alejandro Arreguin as a Regular Member for a partial term to expire on December 31, 2020.
- Jesse Lewis as a Regular Member for a partial term to expire on December 31, 2021.
- Gwen Lauletta as the Ex-Officio - Art Teacher representative.

#### Neighborhood and Family Services Commission

- Gloria Solorio as an Alternate Member for a partial term to expire on December 31, 2020.

#### Judicial Advisory Board

- Michael Long as a Regular Member for a second full term to expire on July 31, 2023

#### Volunteer Fire Fighter Pension Board

- Jeff Case as a Regular Member as the Fire Chief for an indefinite term.
- Lindsey Duncan, or staff as designated by Ms. Duncan, as a Regular Member as the Mayor's Designee for an indefinite term.
- Gloria Solorio as a Regular Member for a full term to begin on January 1, 2020 through December 31, 2023

#### **BUDGET IMPACT:**

This item has no budget impact.

#### **RECOMMENDATION:**

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

**CITY COUNCIL REPORT**

---

**SUBJECT:** Series 10 Liquor License - Beer and Wine Store - Residence Inn

**MEETING DATE:** 10/28/2019

---

**TO:** Mayor and Council

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

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

**PURPOSE:**

City Council will consider a request to approve an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Brian Daley Welker to sell beer and wine at Residence Inn located at 11465 Hilton Way, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

Residence Inn by Marriott is an extended-stay hotel currently under construction east of the southeast corner of Avondale Boulevard and I-10, directly north of the existing Hilton Garden Inn and Homewood Suites hotels; construction of the hotel is anticipated to be complete by the end of 2019. The hotel will feature a small, 36 square foot market adjoining the front desk where guests will be able to purchase food and drink items for consumption in their guestrooms or in the lobby area. The requested Series 10 (Beer & Wine Store) license will allow the market to offer beer and wine for sale to hotel guests.

As required in State Statute, there are no churches, schools, or fenced recreational areas associated with schools located within 300 feet of the Residence Inn by Marriott property. The General Plan designates the property as The BLVD/Gateway District and the current zoning is Planned Area Development (PAD). The use of the property as a hotel is compatible with both the General Plan designation and PAD zoning.

**DISCUSSION:**

As required by state law and city ordinance, the application was posted for the required period of time at 11465 Hilton Way, beginning on October 7, 2019. The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

**BUDGET IMPACT:**

The fees in the amount of \$950 have been paid in full.

**RECOMMENDATION:**

Staff is recommending approval of a request to approve an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Brian Daley Welker to sell beer and wine at Residence Inn located at 11465 Hilton Way, in Avondale.

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

Created 09/19/2019 @ 09:52:29 AM

Local Governing Body Report

**LICENSE**

|                      |                                                                                 |                  |                            |
|----------------------|---------------------------------------------------------------------------------|------------------|----------------------------|
| Number:              |                                                                                 | Type:            | 010 BEER AND WINE<br>STORE |
| Name:                | RESIDENCE INN                                                                   |                  |                            |
| State:               | Pending                                                                         |                  |                            |
| Issue Date:          |                                                                                 | Expiration Date: |                            |
| Original Issue Date: |                                                                                 |                  |                            |
| Location:            | 11465 HILTON WAY<br>AVONDALE, AZ 85323<br>USA                                   |                  |                            |
| Mailing Address:     | <div style="background-color: black; width: 200px; height: 40px;"></div><br>USA |                  |                            |
| Phone:               | (623)666-6390                                                                   |                  |                            |
| Alt. Phone:          | <div style="background-color: black; width: 100px; height: 15px;"></div>        |                  |                            |
| * Email:             | BRIAN@SUNRIDGEPROPERTIES.COM                                                    |                  |                            |

19 SEP 19 11:14 AM 9:52

**AGENT**

|                         |                                                                                 |
|-------------------------|---------------------------------------------------------------------------------|
| * Name:                 | BRIAN DALEY WELKER                                                              |
| Gender:                 | Male                                                                            |
| Correspondence Address: | <div style="background-color: black; width: 200px; height: 40px;"></div><br>USA |
| Phone:                  | <div style="background-color: black; width: 100px; height: 15px;"></div>        |
| Alt. Phone:             |                                                                                 |
| * Email:                | BRIAN@SUNRIDGEPROPERTIES.COM                                                    |

**OWNER**

AMENDMENT

# 76237  
Weller, Brian, Daley  
Residence Inn

\* Name: WESTSIDE HOSPITALITY GROUP LLC  
\* Contact Name: BRIAN DALEY WELKER  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: L22191751 State of Incorporation: AZ  
Incorporation Date: 09/15/2017  
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]

Alt. Phone:

\* Email: BRIAN@SUNRIDGEPROPERTIES.COM

**Officers / Stockholders**

|                         |                 |             |
|-------------------------|-----------------|-------------|
| Name:                   | Title:          | % Interest: |
| SUNRIDGE PROPERTIES INC | Managing Member | 98.00       |

**PAUL LAVELL WELKER & THERESA JANE  
WELKER REVOCABLE TRUST DAT - Trustee  
SUNRIDGE PROPERTIES INC - CEO**

Name: PAUL LAVELL WELKER  
Gender: Male  
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]

Alt. Phone:

Email: PAUL@SUNRIDGEPROPERTIES.COM

**PAUL LAVELL WELKER & THERESA JANE  
WELKER REVOCABLE TRUST DAT - Trustee**

Name: THERESA JANE WELKER  
Gender: Female  
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]

Alt. Phone:

Email: PAUL@SUNRIDGEPROPERTIES.COM

19 SEP 19 14:15:09

AMENDMENT

#76237  
Welker, Brian, Daley  
Residence Inn

### SUNRIDGE PROPERTIES INC - Stockholder

\* Name: BRIAN D WELKER & JODI L WELKER TRUST AGREEMENT DATED JULY 1,  
\* Contact Name: BRIAN D WELKER & JODI L WELKER TRUST AGREEMENT DATED JULY 1,  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: [REDACTED]  
USA  
Phone: (999)999-9999  
Alt. Phone:  
Email:

### WESTSIDE HOSPITALITY GROUP LLC - Managing Member

Name: SUNRIDGE PROPERTIES INC  
Contact Name: SUNRIDGE PROPERTIES INC  
Type: CORPORATION  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: [REDACTED]  
USA  
Phone: [REDACTED]  
Alt. Phone:  
Email:

### SUNRIDGE PROPERTIES INC - Stockholder

Name: PAUL LAVELL WELKER & THERESA JANE WELKER REVOCABLE TRUST DAT  
Contact Name: PAUL LAVELL WELKER & THERESA JANE WELKER REVOCABLE TRUST DAT  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: [REDACTED]  
USA  
Phone: [REDACTED]  
Alt. Phone:  
Email:

AMENDMENT

#76237  
Welker, Brian, Bkly  
Residence Inn

19 SEP 19 14:14 AM '95

**\* BRIAN D WELKER & JODI L WELKER TRUST**  
**AGREEMENT DATED JULY 1, - Trustee**

Name: JODI L WELKER  
Gender: Female  
Correspondence Address:

USA

Phone:  
Alt. Phone:

\* Email: BRIAN@SUNRIDGEPROPERTIES.COM

**\* BRIAN D WELKER & JODI L WELKER TRUST**  
**AGREEMENT DATED JULY 1, - Trustee**

\* Name: BRIAN DALEY WELKER  
Gender: Male  
Correspondence Address:

USA

Phone:  
Alt. Phone:

\* Email: BRIAN@SUNRIDGEPROPERTIES.COM

**SUNRIDGE PROPERTIES INC - President**

\* Name: BRIAN DALEY WELKER  
Gender: Male  
Correspondence Address:

USA

Phone:  
Alt. Phone:

\* Email: BRIAN@SUNRIDGEPROPERTIES.COM

**MANAGERS**

Name: MARGARET S RADFORD  
Gender: Female  
Correspondence Address:

USA

Phone:  
Alt. Phone:

Email: MARGARET@SUNRIDGEPROPERTIES.COM

AMENDMENT

#76237  
Welker, Brian Daley  
Residence Inn

\*\*\*\*\*

Name: HILARY DAWN BURT  
Gender: Female  
Correspondence Address: [REDACTED]  
USA  
Phone: [REDACTED]  
Alt. Phone:  
Email: HILARY.BURT@SUNRIDGEHOTELS.COM

## APPLICATION INFORMATION

Application Number: 76237  
Application Type: New Application  
Created Date: 09/12/2019

## QUESTIONS & ANSWERS

### 010 Beer and Wine Store

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?  
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.  
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.  
Yes
- 3) Please provide name, address, and Distance of nearest school.  
COLLIER ELEMENTARY SCHOOL  
350 S 118TH AVE AVONDALE AZ 85323  
1.4 MILES
- 4) Please provide name, address, and distance of nearest church.  
CHRIST CHURCH OF THE VALLEY  
1565 N 113TH AVE AVONDALE AZ 85392  
1.2 MILES
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)  
No
- 6) Is there a penalty if lease is not fulfilled?  
No
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)  
No
- 8) Are you the owner?  
Yes
- 9) Are you a purchaser?  
No
- 10) Are you a management company?  
No

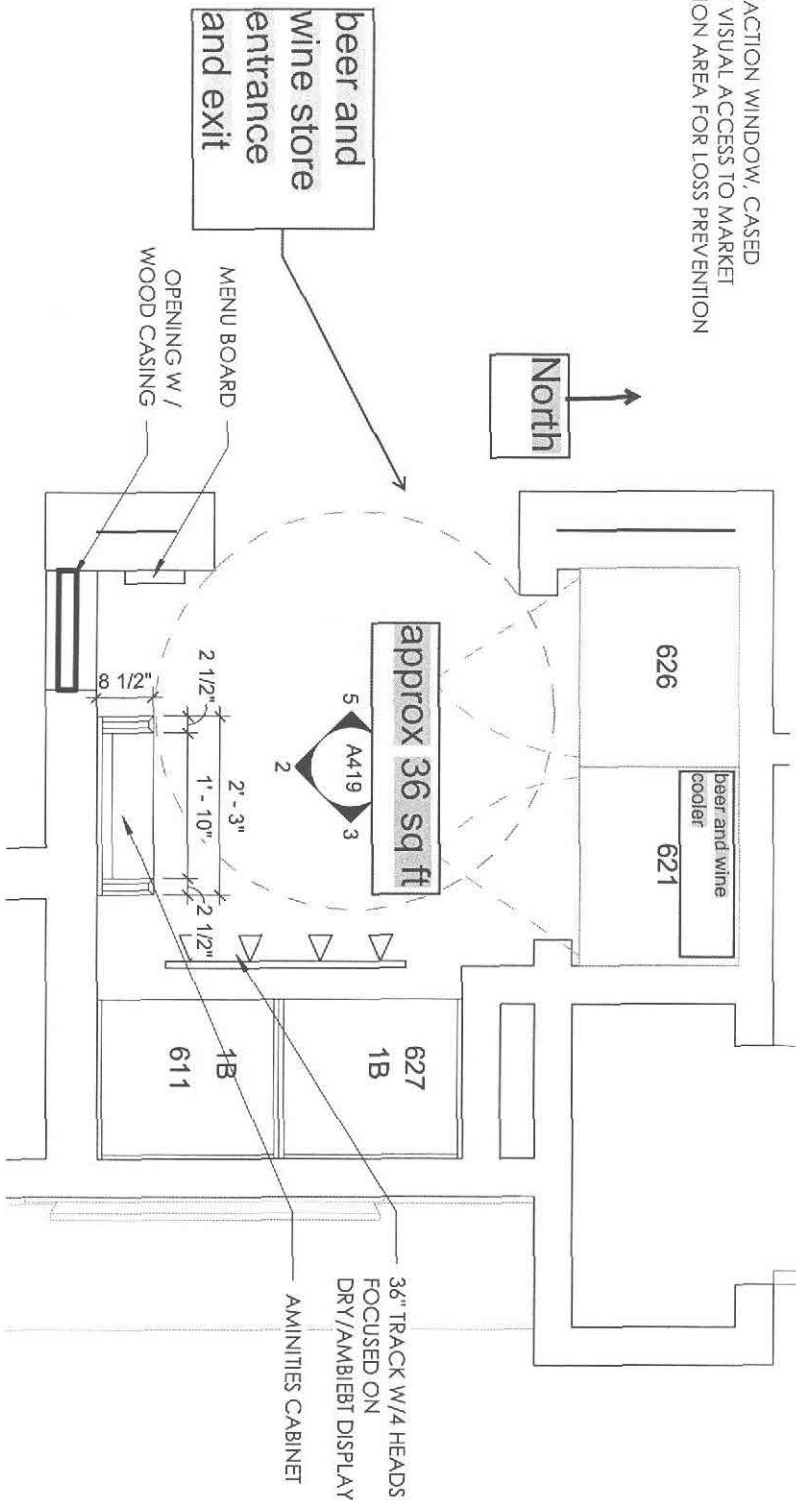
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 12) What is the total money borrowed for the business not including the lease?  
Please list lenders/people owed money for the business.  
\$12,100,00.00
- 13) Have you provided a diagram of your premises?  
Yes
- 14) Is there a drive through window on the premises?  
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
CONTIGUOUS
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
Yes  
If yes, what is your estimated completion date?  
10/01/2019



19 AUG 23 14P. LIC. #M1031

19 SEP 12 14P. LIC. #M351

NOTE A TRANSACTION WINDOW, CASED  
OPENING FOR VISUAL ACCESS TO MARKET  
FROM RECEPTION AREA FOR LOSS PREVENTION



# 1 ENLARGED MARKET PLAN

SCALE: 1/2" = 1'-0"

## 95% CONSTRUCTION DOCUMENTS

ENLARGED MARKET  
PLAN AND  
ELEVATIONS

RESIDENCE INN BY  
MARRIOTT, AVONDALE

| DATE    | D |
|---------|---|
| 11-4-18 | A |

## Westside Hospitality Group LLC

Sunridge Properties Inc. – Manager/Member

98%

Paul Welker – Chairman/CEO - 90%  
Brian Welker – President - 10%

Member undisclosed

under 10%

The Paul Lavell Welker & Theresa Jane Welker  
Revocable Trust dated June 26, 1986 (450 Shares)  
Paul Welker, Trustee

Stockholder 10%

The Brian D Welker and Jodi L Welker Trust  
Agreement dtd July 1, 2006 (50 Shares)  
Brian Welker, Trustee

Stockholder 10%



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

19 SEP 12 11:49 AM 351

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

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

804-784

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

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

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

Liquor License#:

76237

1. Check the Appropriate Box



Controlling Person



Agent



Premises Manager

(complete all questions except #12)

2. Name: Welker Brian Daley Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Safford Arizona USA Height: 5'9" Weight: 185 Eyes: BLU Hair: BN  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Welker Jodi Layton Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1963

7. Daytime telephone number: 480-854-1414 E-mail address: brian@sunridgeproperties.com

8. Business Name: Residence Inn Business Phone: 623/666/6390

9. Business Location Address: 11465 Hilton Way Avondale, AZ Maricopa 85323  
Street (do not use PO Box) City State County Zip

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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 06/1982            | CURRENT          | President                     | Sunridge Properties Inc, 7255 E Hampton Ave., Ste 122, Mesa, AZ 85209     |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| FROM<br>Month/Year | TO<br>Month/Year | RESIDENTIAL Street Address |
|--------------------|------------------|----------------------------|
| 01/2006            | CURRENT          | [REDACTED]                 |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

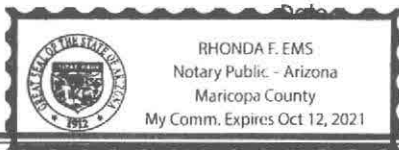
**NOTARY**

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

Signature: [REDACTED]

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this

My Commission Expires on: October 12, 2021 16th Day of July, 2019  
Day Month Year



[REDACTED]  
Signature of Notary

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

PRINT NAME:

SIGNATURE:



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

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

19 SEP 12 14:14:14 PM 2018

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

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

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

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

**SECTION I – APPLICANT INFORMATION**

INDIVIDUAL OWNER/AGENT NAME (Print or type) Brian Daley Welker

**SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION**

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

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

City Safford State (or equivalent) Arizona Country or Territory USA

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

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

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

### SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

\_\_\_\_\_  
Name of document provided

#### **Qualified Alien Status** (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

#### **Nonimmigrant Status** (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

#### **Alien Paroled into the United States for Less Than One Year** (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

#### **Other Persons** (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

#### **Otherwise Lawfully Present**

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

**PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).**

## SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

**Brian Daley Welker**

[Redacted Signature]

Individual Owner/Agent Signature

7-16-19

Today's Date

### EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.



19 SEP 3 11:47 PM '19

19 SEP 12 04 PM '19



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

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

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

804-784

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

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

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

Liquor License#: 76237

1. Check the Appropriate Box →

|                                                        |                                |                                                                                  |
|--------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Controlling Person | <input type="checkbox"/> Agent | <input type="checkbox"/> Premises Manager<br>(complete all questions except #12) |
|--------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|

2. Name: Welker Paul Lavell Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Safford, Arizona USA Height: 6' Weight: 180 Eyes: Blue Hair: Gray  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Welker Theresa Jane Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 2012

7. Daytime telephone number: 480-854-1414 E-mail address: paul@sunridgeproperties.com

8. Business Name: Residence Inn Business Phone: 623/666/6390

9. Business Location Address: 11465 Hilton Way Avondale, AZ Maricopa 85323  
Street (do not use PO Box) City State County Zip

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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 07/1981            | CURRENT          | Chairman/CEO                  | Sunridge Properties Inc, 7255 E Hampton Ave., Ste 122, Mesa, AZ 85209     |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

| FROM<br>Month/Year | TO<br>Month/Year | RESIDENTIAL Street Address |
|--------------------|------------------|----------------------------|
| 06/2012            | CURRENT          | [REDACTED]                 |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

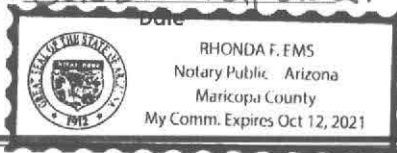
If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.  
Give complete details including dates, agencies involved and dispositions.  
**CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

**NOTARY**

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

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

My Commission Expires on: October 12, 2021 29<sup>th</sup> Day of August, 2019



[REDACTED] Signature of Notary

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

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

19 SEP 3 Lyr. Dept PM 3 48

19 SEP 12 Lyr. Lic. PM 3 51



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

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

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

804-784

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

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Liquor License#: 70237

1. Check the Appropriate Box

|                                                        |                                |                                                                                  |
|--------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Controlling Person | <input type="checkbox"/> Agent | <input type="checkbox"/> Premises Manager<br>(complete all questions except #12) |
|--------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|

2. Name: **Welker Jodi L** Birth Date: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: **Arizona**

4. Place of birth: **Safford Arizona USA** Height: **5'5"** Weight: **106** Eyes: **HAZ** Hair: **BR**

5. Name of current/most recent spouse: **Welker Brian Daley** Birth Date: [REDACTED] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: **1963**

7. Daytime telephone number: **480-854-1414** E-mail address: **brian@sunridgeproperties.com**

8. Business Name: **Residence Inn** Business Phone: **623/666/6390**

9. Business Location Address: **11465 Hilton Way Avondale, AZ Maricopa 85323**

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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 01/2011            | CURRENT          | Unemployed                    | [REDACTED]                                                                |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| FROM<br>Month/Year | TO<br>Month/Year | RESIDENTIAL Street Address |
|--------------------|------------------|----------------------------|
| 01/2008            | CURRENT          | [REDACTED]                 |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

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

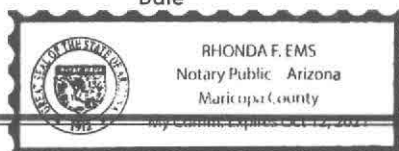
Signature [REDACTED]

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: October 12, 2021

29<sup>th</sup> Day of August, 2019



[REDACTED]

Signature of Notary

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

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



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

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

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

804-784

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Liquor License#: 76237

1. Check the  
Appropriate  
Box →



Controlling Person

☐ Agent



Premises Manager

(complete all questions except #12)

2. Name: Welker Theresa Jane Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Ft Polk Louisiana USA Height: 5'8" Weight: 135 Eyes: Green Hair: Brown  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Welker Paul Lavell Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 2012

7. Daytime telephone number: 480-854-1414 E-mail address: paul@sunridgeproperties.com

8. Business Name: Residence Inn Business Phone: 623/666/6390

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Street (do not use PO Box) City State County Zip

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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 07/1981            | CURRENT          | Secretary                     | Sunridge Properties Inc, 7255 E Hampton Ave., Ste 122, Mesa, AZ 85209     |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| FROM<br>Month/Year | TO<br>Month/Year | RESIDENTIAL Street Address |
|--------------------|------------------|----------------------------|
| 06/2012            | CURRENT          | [REDACTED]                 |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

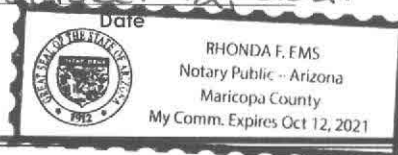
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

#### NOTARY

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

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

My Commission Expires on: October 12, 2021 29<sup>th</sup> Day of August, 2019  
Date Day Month Year



[REDACTED]  
Signature of Notary

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

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



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

19 SEP 12 04:14 PM '11

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

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

804-784

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

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

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

Liquor License#: 76237

1. Check the Appropriate Box

☐ Controlling Person

☐ Agent

☒ Premises Manager  
(complete all questions except #12)

2. Name: Radford Margaret S Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Singapore Height: 5'3" Weight: 142 Eyes: BR Hair: Black  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Radford, Ricky P Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 2004

7. Daytime telephone number: 623-350-3518 E-mail address: margaret@sunridgeproperties.com

8. Business Name: Residence Inn Business Phone: 623/666/6390

9. Business Location Address: 11465 Hilton Way Avondale, AZ Maricopa 85323  
Street (do not use PO Box) City State County Zip

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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 02/1997            | CURRENT          | Director of Operations        | Sunridge Properties Inc, 7255 E Hampton Ave., Ste 122, Mesa, AZ 85209     |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |
|                    |                  |                               |                                                                           |

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

| FROM<br>Month/Year | TO<br>Month/Year | RESIDENTIAL Street Address |
|--------------------|------------------|----------------------------|
| 08/2004            | CURRENT          | [REDACTED]                 |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

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

Signature [REDACTED]

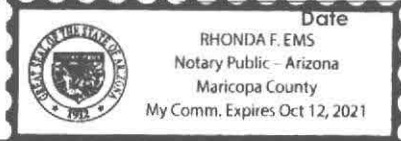
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: October 12, 2021

16<sup>th</sup> Day of July, 2019

Day Month Year



Signature of Notary [REDACTED]

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

PRINT NAME: **Brian Daley Welker**

SIGNATURE [REDACTED]



Certificate # **127003**

Certificate of Completion  
For  
Title 4 BASIC Liquor Law Training

|                                     |                  |
|-------------------------------------|------------------|
| <input type="checkbox"/>            | On-sale          |
| <input type="checkbox"/>            | Off-sale         |
| <input checked="" type="checkbox"/> | On- and off-sale |

Logout

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.  
The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

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

Student Information

**Margaret S Radford**

**07/09/2019**

Training Completion Date

**07/09/2022**

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**AACEA**

Company Name

**PO Box 386 Litchfield Park, AZ 85340**

Mailing Address  
**(888) 865-1900**

Daytime Contact Phone Number

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

**09/ 07/ 2019**  
Day Mo Year

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

|                                  |                                  |                          |                                    |
|----------------------------------|----------------------------------|--------------------------|------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5)            | Bar (series 6)           | Beer & Wine Bar (series 7)         |
| Conveyance (series 8)            | Liquor Store (series 9)          | Private Club (series 14) | Hotel/Hotel-restaurant (series 11) |
| Restaurant (series 12)           | In-state Farm Winery (series 13) |                          | Beer & Wine Store (series 10)      |

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

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

19 SEP 12 14:13 PM '21





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

19 SEP 12 14:14 PM 351

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

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

804-784

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

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Liquor License#:

76237

1. Check the  
Appropriate  
Box

☐ Controlling Person

☐ Agent

☒ Premises Manager

(complete all questions except #12)

2. Name: Burt Hilary Dawn Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Tucson Arizona USA Height: 5'6" Weight: 213 Eyes: Blue Hair: Brown  
City State COUNTRY (not county)

5. Name of current/most recent spouse: Burt Robert Lucas Birth Date: [REDACTED]  
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1-2004 AD

7. Daytime telephone number: 623-666-6390 E-mail address: hilary.burt@sunridgehotels.com

8. Business Name: Residence Inn Business Phone: 623/666/6390

9. Business Location Address: 11465 Hilton Way Avondale, AZ Maricopa 85323  
Street (do not use PO Box) City State County Zip

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

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip)               |
|--------------------|------------------|-------------------------------|-----------------------------------------------------------------------------------------|
| 04/2019            | CURRENT          | Hotel Manager                 | Westside Hospitality Group LLC/Residence Inn 11465 W Hilton Way, Avondale, AZ 85323     |
| 02/2015            | 04/2019          | Hotel Manager                 | Downtown Hospitality Group LLC/Holiday Inn Express, 620 N 6th Street, Phoenix, AZ 85004 |
| 02/2004            | 02/2015          | Hotel Manager                 | Bryd Hotels/Holiday Inn Express, 1313 N Litchfield Rd., Goodyear, AZ 85395              |
|                    |                  |                               |                                                                                         |
|                    |                  |                               |                                                                                         |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

| FROM<br>Month/Year | TO<br>Month/Year | RESIDENTIAL Street Address |
|--------------------|------------------|----------------------------|
| 11/2013            | CURRENT          | [REDACTED]                 |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |
|                    |                  |                            |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

**NOTARY**

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

Signature [REDACTED]

State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this

My Commission Expires on: October 12, 2021  
Date

9th Day of July, 2019  
Day Month Year

[REDACTED]  
Signature of Notary

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

PRINT NAME: **Brian Welker**

SIGNATURE: [REDACTED]

Certificate # **127073**

Certificate of Completion  
For  
Title 4 BASIC Liquor Law Training

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

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

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

Student Information

**Hilary Dawn Burt**

Signature

07/08/2019

07/08/2022

Training Completion Date

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**AACEA**

Company Name

PO Box 386 Litchfield Park, AZ 85340

Mailing Address  
(888) 865-1900

Daytime Contact Phone Number

I, **Len Riggs**, certify that the above named individual did successfully complete  
Instructor Name (please print)

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

Instructor Signature

08/ 07/ 2019  
Day Mo Year

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

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

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

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

Bar (series 4)  
Private Club (series 14)

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

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

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

[Logout \(/arizona/index.php?option=com\\_comprofiler&task=logout&Itemid=637\)](http://arizona/index.php?option=com_comprofiler&task=logout&Itemid=637)

19 SEP 12 14:41:51

### LICENSE REVIEW FORM

|                                                                                                                      |                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Type of License</b>                                                                                               | Series 10 - Beer and Wine Store                                                                       |
| <b>Applicant's Name</b>                                                                                              | Brian Daley Welker                                                                                    |
| <b>Business Name</b>                                                                                                 | Residence Inn                                                                                         |
| <b>Business Address</b>                                                                                              | 11465 Hilton Way, Avondale 85323                                                                      |
| <b>Department Comments</b>                                                                                           |                                                                                                       |
| No Comments.                                                                                                         |                                                                                                       |
| <input checked="" type="checkbox"/> <b>Police Department</b><br><input type="checkbox"/> <b>Development Services</b> | <input type="checkbox"/> <b>Fire Department</b><br><input type="checkbox"/> <b>Finance Department</b> |
| <input checked="" type="checkbox"/> <b>Approved</b>                                                                  | <input type="checkbox"/> <b>Denied</b>                                                                |
| <u>Mike sgrillo</u><br><b>E-Signature</b><br><u>Mike sgrillo</u><br><b>Name</b>                                      | <u>Lieutenant</u><br><b>Title</b><br><u>9/19/2019</u><br><b>Date</b>                                  |

This license is scheduled for the City Council Meeting on: **10/21/2019**

Please email form back to the City Clerk's Office by: **September 25, 2019**

**LICENSE REVIEW FORM**

|                                                                                                                     |                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Type of License</b>                                                                                              | Series 10 - Beer and Wine Store                                                                   |
| <b>Applicant's Name</b>                                                                                             | Brian Daley Welker                                                                                |
| <b>Business Name</b>                                                                                                | Residence Inn                                                                                     |
| <b>Business Address</b>                                                                                             | 11465 Hilton Way, Avondale 85323                                                                  |
| <b>Department Comments</b>                                                                                          |                                                                                                   |
| No comments                                                                                                         |                                                                                                   |
| <input type="checkbox"/> Police Department                                                                          | <input checked="" type="checkbox"/> Fire Department                                               |
| <input type="checkbox"/> Development Services                                                                       | <input type="checkbox"/> Finance Department                                                       |
| <input checked="" type="checkbox"/> Approved                                                                        | <input type="checkbox"/> Denied                                                                   |
| <div><div><i>Jason Napier</i></div><div><b>E-Signature</b></div><div>Jason Napier</div><div><b>Name</b></div></div> | <div><div>Fire Marshal</div><div><b>Title</b></div><div>9-19-19</div><div><b>Date</b></div></div> |

This license is scheduled for the City Council Meeting on: **10/21/2019**

Please email form back to the City Clerk's Office by: **September 25, 2019**



# LICENSE REVIEW FORM

|                                                                                                                                                                                                                                                                                                                                                         |                                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--|
| Type of License                                                                                                                                                                                                                                                                                                                                         | Series 10 - Beer and Wine Store  |  |
| Applicant's Name                                                                                                                                                                                                                                                                                                                                        | Brian Daley Welker               |  |
| Business Name                                                                                                                                                                                                                                                                                                                                           | Residence Inn                    |  |
| Business Address                                                                                                                                                                                                                                                                                                                                        | 11465 Hilton Way, Avondale 85323 |  |
| Department Comments                                                                                                                                                                                                                                                                                                                                     |                                  |  |
|                                                                                                                                                                                                                                                                                                                                                         |                                  |  |
| <input type="checkbox"/> Police Department <input type="checkbox"/> Fire Department                                                                                                                                                                                                                                                                     |                                  |  |
| <input type="checkbox"/> Development Services <input checked="" type="checkbox"/> Finance Department                                                                                                                                                                                                                                                    |                                  |  |
| <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied                                                                                                                                                                                                                                                                            |                                  |  |
| <div> <div> <div><i>Daniel Vazquez</i></div> <div>_____</div> <div><b>E-Signature</b></div> </div> <div> <div>Daniel Vazquez</div> <div>_____</div> <div><b>Name</b></div> </div> </div> <div> <div>Privilege Tax Auditor</div> <div>_____</div> <div><b>Title</b></div> </div> <div> <div>9/25/19</div> <div>_____</div> <div><b>Date</b></div> </div> |                                  |  |

**This license is scheduled for the City Council Meeting on: 10/21/2019**

**Please email form back to the City Clerk's Office by: September 25, 2019**

**LICENSE REVIEW FORM**

|                                                                                                               |                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Type of License</b>                                                                                        | Series 10 - Beer and Wine Store                                                                                     |
| <b>Applicant's Name</b>                                                                                       | Brian Daley Welker                                                                                                  |
| <b>Business Name</b>                                                                                          | Residence Inn                                                                                                       |
| <b>Business Address</b>                                                                                       | 11465 Hilton Way, Avondale 85323                                                                                    |
| <b>Department Comments</b>                                                                                    |                                                                                                                     |
| See attached memorandum.                                                                                      |                                                                                                                     |
| <input type="checkbox"/> Police Department                                                                    | <input type="checkbox"/> Fire Department                                                                            |
| <input checked="" type="checkbox"/> Development Services                                                      | <input type="checkbox"/> Finance Department                                                                         |
| <input checked="" type="checkbox"/> Approved                                                                  | <input type="checkbox"/> Denied                                                                                     |
| <div><i>Ken Galica</i><br/>_____<br/><b>E-Signature</b></div> <div>Ken Galica<br/>_____<br/><b>Name</b></div> | <div>Division Lead Planner<br/>_____<br/><b>Title</b></div> <div>September 18, 2019<br/>_____<br/><b>Date</b></div> |

This license is scheduled for the City Council Meeting on: **10/21/2019**

Please email form back to the City Clerk's Office by: **September 25, 2019**



## Development Services & Engineering Department

**DATE:** September 18, 2019

**TO:** Marcella Carrillo, City Clerk

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

**SUBJECT:** Series 10 (Beer and Wine Store) Liquor License  
Residence Inn by Marriott  
11465 W. Hilton Way

Residence Inn by Marriott is an extended-stay hotel currently under construction east of the southeast corner of Avondale Boulevard and I-10, directly north of the existing Hilton Garden Inn and Homewood Suites hotels; construction of the hotel is anticipated to be complete by the end of 2019. The hotel will feature a small, 36 square foot market adjoining the front desk where guests will be able to purchase food, and drink items such as candy bars, bottled water, and the like, for consumption in their guestrooms or in the lobby area. The requested Series 10 (Beer & Wine Store) license will allow the market to offer beer and wine for sale to hotel guests.

State Statute requires a Series 10 liquor license to be separated a minimum of 300 feet from K-12 schools or church buildings. It also requires 300 feet of separation from fenced recreational areas that are part of a school building. There are no churches, schools, or fenced recreational areas associated with schools located within 300 feet of the Residence Inn by Marriott property.

The General Plan designates the property as The BLVD/Gateway District and the current zoning is Planned Area Development (PAD). The use of the property as a hotel is compatible with both the General Plan designation and PAD zoning.

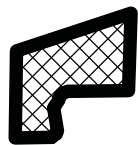
Staff recommends approval of this request.

Attachment: Aerial Photograph  
Zoning Vicinity Map  
300-Foot Separation Map



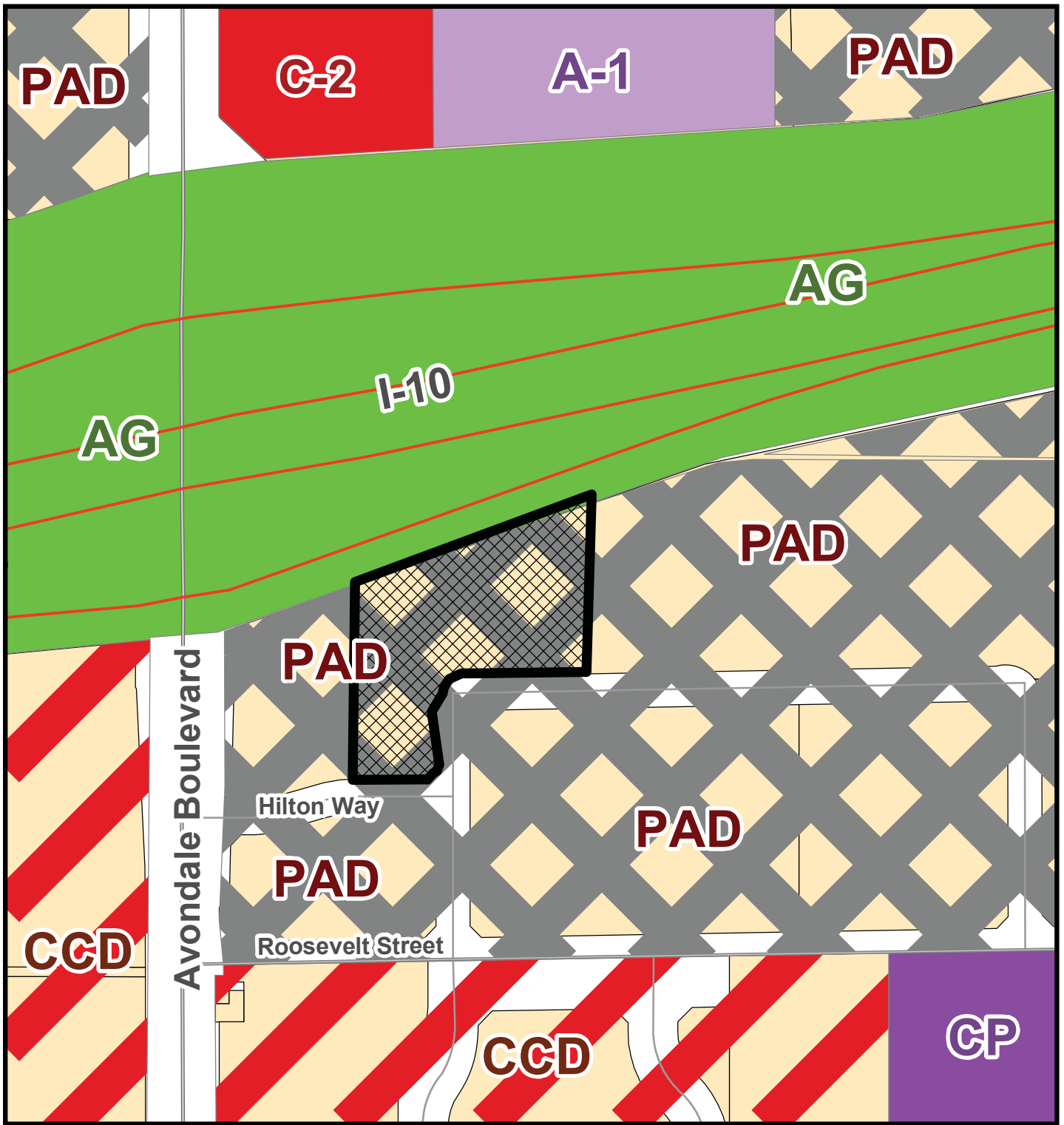


# Aerial Photograph

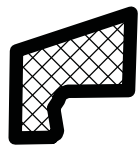


Subject Property





# Zoning Vicinity Map



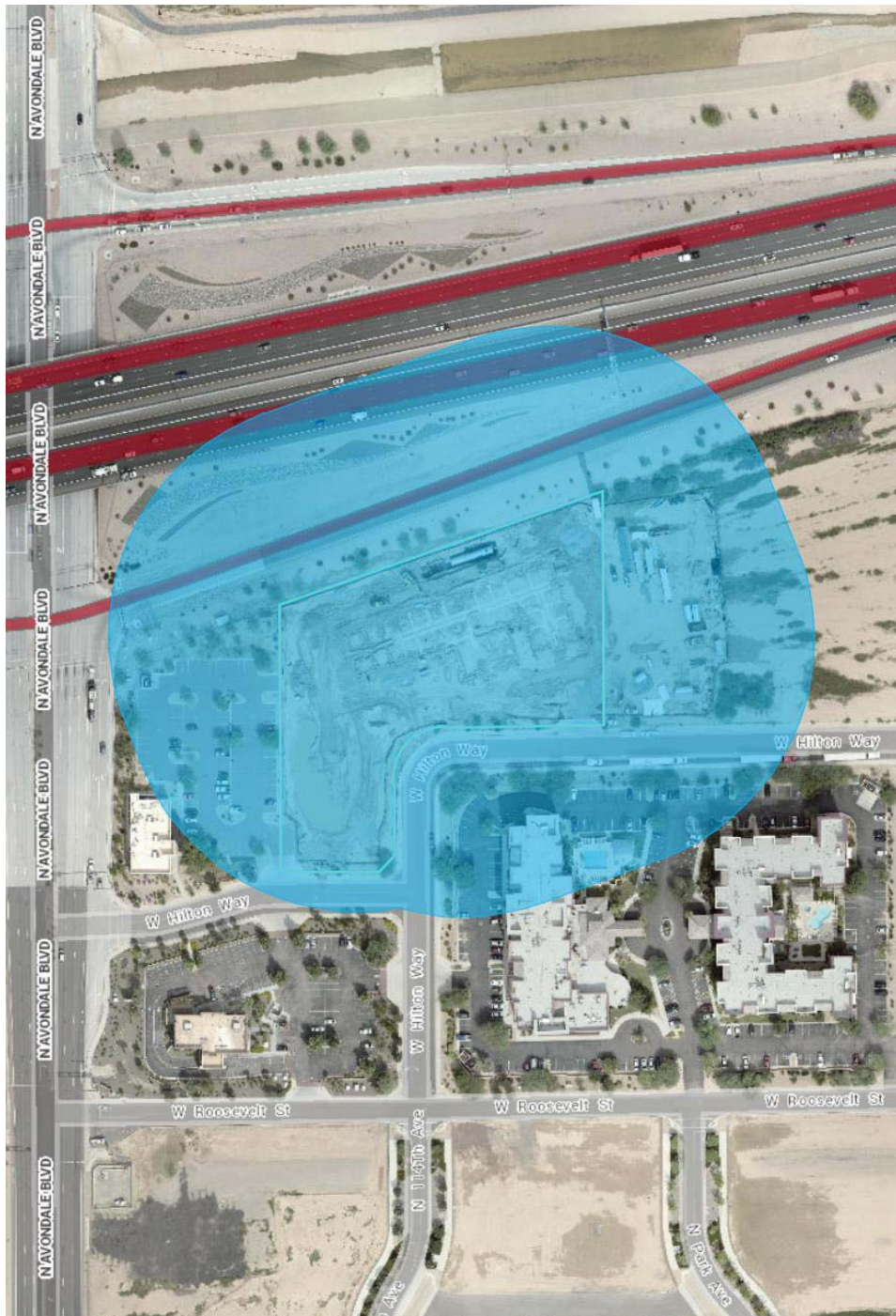
Subject Property

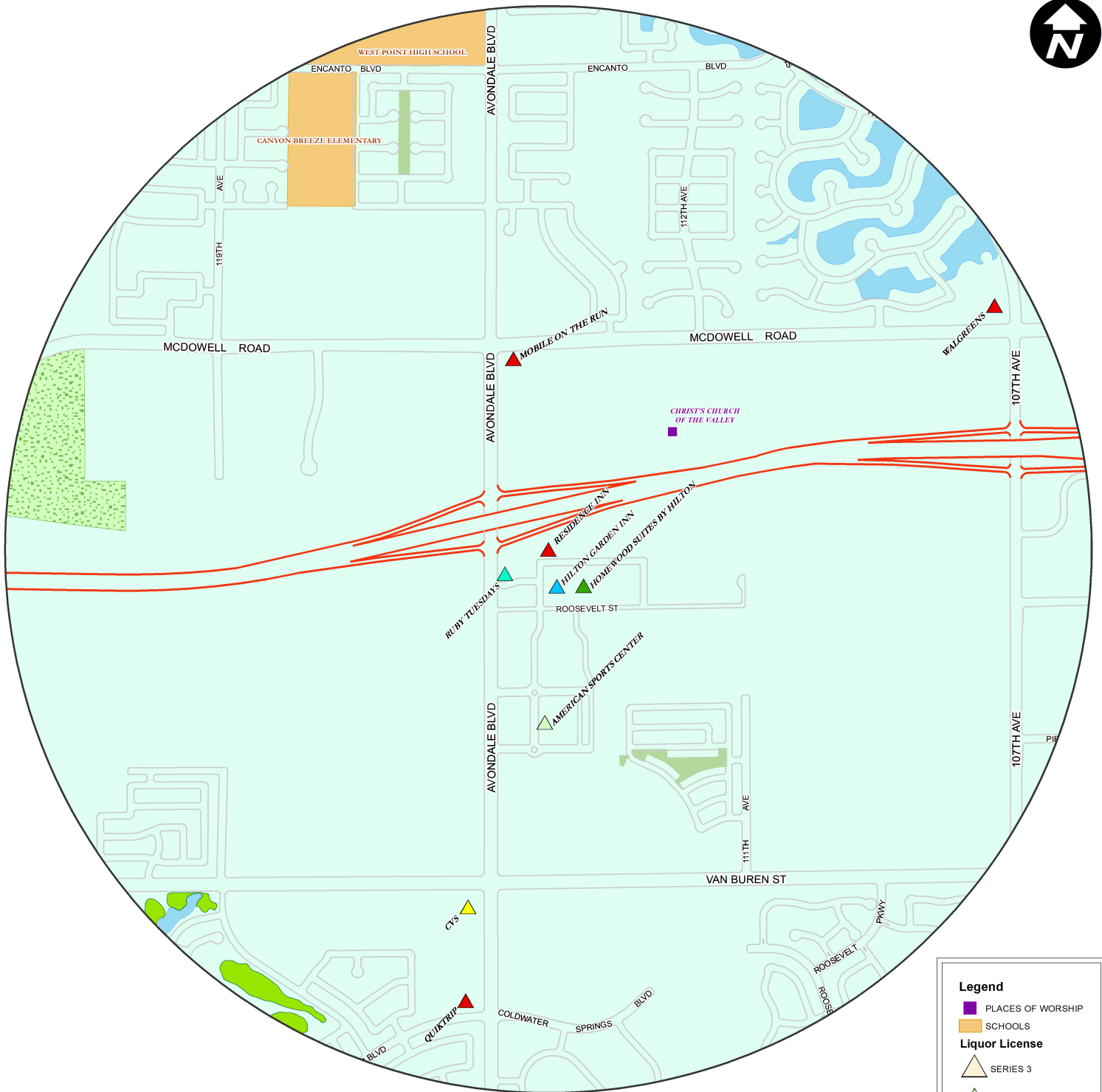




## 300-Foot Separation

The blue shaded area represents a 300-foot buffer around the proposed licensed premises. No schools, churches or fenced recreational yards associated with schools or churches are located within the mandatory buffer area.





**RESIDENCE INN**  
**11465 W HILTON WAY**  
**1 Mile Buffer**

0 0.125 0.25 0.5  
Miles

Avondale GIS Division of Information Technology

**Legend**

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



**AZCN71626**

---

**CONTACT PERSON**

**TY ROWLEY : 480-202-2629**

THE ARMY NATIONAL GUARDY STATE LIAISON BOARD - 800 W. BRANFORD ST.  
FLOOR, PHOENIX, AZ 85007 STATE LIAISON DEPT (303) 422-4700  
REGARDING REQUESTS FOR ALL COMMUNICATIONS CALL THE  
TOLL FREE #1-800-363-1200

[illegible]





## CITY COUNCIL REPORT

---

**SUBJECT:** Resolution 3589-1019 - Multi-Family Residential Design Manual (Application PL-19-0074)

**MEETING DATE:** 10/28/2019

---

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

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

**PURPOSE:**

City Council will consider a request to adopt Resolution 3589-1019 approving application PL-19-0074, the Multi-Family Residential Design Manual. The Council will take appropriate action.

**BACKGROUND:**

The City's Commercial/Industrial/Multi-Family Design Manual was adopted in February 2008 serving as a policy document with guidelines for the City's building architecture and site design expectations. This Manual supplements the City's Zoning Ordinance site development standards. With new development coming forth in Avondale, it is an appropriate time to update the Design Manual with new development design expectations in alignment with current building and site design practices.

The design guidelines are divided into two separate manuals; the Commercial and Industrial Design Manual and the Multi-Family Residential Design Manual. The guidelines include criteria from environmental sustainability, such as green building and low impact development, to building design and crime prevention.

**PUBLIC PARTICIPATION:**

Planning Staff provided a copy of the draft Multi-Family Residential Design Manual ("this Manual") to the Arizona Multihousing Association. We received feedback requesting changes to several items. Staff incorporated changes, which included removing items, to the Manual; however, the Arizona Multihousing Association provided a letter conveying they are unable to support this Manual as proposed which is attached to this report.

A Manual update was presented to City Council on August 12, 2019. Council advised Staff to add back the items removed. The attached Manual is the final version recommended for approval.

In addition, a copy of the Manual has been posted on the City's website on the Development & Engineering Services Department page and on aVOICE. Interested development clientele have also received a copy of the Manual.

**DISCUSSION:**

The Multi-Family Residential Design Manual is intended to promote quality developments incorporating health and sustainability in the design of Multi-Family Residential projects. The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance

between the needs of the multi-family residential industry, the City, and the resident. The Multi-Family Residential Design Manual seeks to provide project designers the City's expectations for multi-family residential development.

Avondale's Strategic Plan outlines the desire to foster sustainable community development that creates a sense of place for residents and local businesses that are unified by pride and common values. This Manual provides a framework so that multi-family residential developments offer a variety of diverse and attractive building architecture, site design, and functionality; encouraging uniquely designed developments throughout the City; eliminating redundancy by encouraging a variety of architectural styles and site design elements; and promote architectural variety and diversity with contextualism for mass, scale, and material. In addition, design criteria include providing shaded areas and a pedestrian-oriented environment.

This Manual furthers the goals and policies in the City's General Plan 2030 and Strategic Plan. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. This Manual encourages environmentally-sensitive green building and site design. Compliance with this Manual is required and will be evaluated during the entitlement and design review process.

**STRATEGIC PLAN:**

Avondale's Strategic Plan outlines the desire to foster sustainable community development that creates a sense of place for residents and local businesses that are unified by pride and common values. This Manual provides a framework so that multi-family residential developments offer a variety of diverse and attractive building architecture, site design, and functionality; encouraging uniquely designed developments throughout the City; eliminating redundancy by encouraging a variety of architectural styles and site design elements; and promote architectural variety and diversity with contextualism for mass, scale, and material. In addition, design criteria includes providing shaded areas and a pedestrian-oriented environment.

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**BUDGET IMPACT:**

There is no budget impact.

**RECOMMENDATION:**

Staff recommends City Council **ADOPT** the Resolution approving Application PL-19-0074, the Multi-Family Residential Design Manual.



## **RESOLUTION NO. 3589-1019**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE MULTI-FAMILY RESIDENTIAL DESIGN MANUAL.

**WHEREAS**, the City of Avondale Zoning Ordinance establishes the requirement for site plan review and imposes development standards and sets design standards to address a wide range of design, siting and environmental issues related to commercial, industrial and multi-family residential development; and

**WHEREAS**, the City Council of the City of Avondale (the “City Council”) adopted the City of Avondale Commercial, Industrial, and Multi-Family Residential Design Manual by Resolution No. 2724-208 on February 19, 2008, in order to supplement and reinforce the site plan review standards and establish clear and comprehensive design recommendations for all commercial, industrial, and multi-family residential development; and

**WHEREAS**, the City of Avondale (the “City”) desires to revise and update the standards and design recommendations by adopting separate manuals for commercial and industrial and multi-family residential development; and

**WHEREAS**, on August 12, 2019, the City adopted the Commercial and Industrial Design Manual and now desires to adopt the Multi-Family Residential Design Manual (the “Design Manual”).

**WHEREAS**, the City has engaged the community to introduce the proposed Design Manual and has encouraged participation from both Avondale residents, the Arizona Multihousing Association and the development community; and

**WHEREAS**, the Design Manual furthers the goals and policies of the City’s General Plan and emphasizes visual character, health, environmental conscious design and pedestrian-friendly opportunities to establish a healthy sustainable community; and

**WHEREAS**, the Planning and Zoning Commission reviewed the proposed Design Manual on September 19, 2019 and recommended approval; and

**WHEREAS**, the City Council reviewed the Design Manual during its regular meetings on August 12, 2019 and October 28, 2019.

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

SECTION 1. The Multi-Family Residential Design Manual is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, October 28, 2019.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Michael Wawro, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3589-1019

[Multi-Family Residential Design Manual]

See following pages.



# MULTI-FAMILY RESIDENTIAL DESIGN MANUAL



**Avondale**  
Aspiring. Achieving. Accelerating.

INSIDE FRONT COVER

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**WHEREAS**, the City Council reviewed the Design Manual during its regular meetings on August 12, 2019 and October 21, 2019.

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

SECTION 1. The Multi-Family Residential Design Manual is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, October 21, 2019.

\_\_\_\_\_  
Kenneth N. Weise, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Wawro, City Attorney





## Introduction

The City of Avondale encourages the creative and innovative use of current and emerging development practices and seeks to strike a balance between the needs of the multi-family residential development industry and the consumer. The Multi-Family Residential Design Manual (this “Manual”) seeks to provide project designers the City’s expectations for multi-family residential development.

## Purpose and Intent

This Manual is designed to further the goals and policies in the Avondale General Plan 2030. This includes emphasizing visual character, health, environmentally conscious design, and pedestrian-friendly opportunities to establish a healthy sustainable community. The City’s Strategic Plan stresses the desire for neighborhoods to become more sustainable by promoting walkable, livable communities that enhance a resident’s quality of life. This can be accomplished through plentiful parks and open space, trails, bike paths, active recreational opportunities, conditioned space, and a quality multi-family residential product. Compliance with this Manual is required and will be evaluated during the entitlement and design review process. This Manual is applicable citywide including the within the City Center planning area.

Every project is unique and requires some decisions to be made on a case-by-case basis. While some provisions of this Manual include quantitative standards, most require qualitative interpretation. The Zoning Administrator has the latitude to interpret this Manual and to permit flexibility so long as proposed projects meet the intent of this Manual.

Serving in conjunction with the General Plan, Strategic Plan, Zoning Ordinance, and General Engineering Requirements, this Manual was prepared to promote and create a sense of community, livability, and unique identity for the residents of Avondale. The intent of this Manual is to provide a set of specific criteria that will achieve the City’s design expectations by:

- ▶ Providing a framework so that multi-family residential developments offer a variety of diverse and attractive building types, floor plans, and architectural styles with attractive building architecture, site design, and functionality.
- ▶ Eliminating redundancy within developments, by encouraging a variety of building sizes, building heights, amenities, open spaces, and providing a sense of arrival through entry features, building orientation, building materials and colors, rooflines, theme walls, and entrance gates.
- ▶ Providing innovative site design standards that create walkable, safe, pedestrian-friendly, family-friendly, and sustainable developments with usable open space and various amenities.
- ▶ Ensuring streets follow the City’s hierarchy of classifications and are designed to conform to the City’s General Engineering Requirements, maintaining arterial and collector grid systems that are designed to meet the half-mile and one-mile spacing standards.
- ▶ Promote unique development design in lieu of a traditional multi-family site layout and building design.
- ▶ Provide urban form site and building designs within the City Center planning area with a pedestrian-oriented focus and contemporary and modern urban design that interfaces with and creates a presence on adjacent streets.
- ▶ Encourage multi-family residential developments to orient buildings for solar efficiency.



- ▶ Provide the option to include a minimum continuous load of 4800VA as part of the electrical service load calculations to allow the inhabitant(s) the installation of a charging station for electric vehicles without the need of upgrading the electrical service of the dwelling. In addition to the spare power capacity, the premise's electrical panel should have at least two spare spaces for the installation of a two-pole breaker for the charging station and conduit routed from the electrical panel to the garage, unless wiring and receptacle for such use are installed.

### SUSTAINABLE AND HEALTHY DESIGN

The City of Avondale has a commitment to protecting the environment, improving quality of life, and promoting sustainability. Through the City's General Plan 2030 and the Strategic Plan, sustainable development is a priority which also promotes physical activity and health through design. Conventional design and construction methods produce buildings that can negatively impact the environment as well as occupant health and productivity. These buildings are expensive to operate and contribute to excessive resource consumption, waste generation, and pollution. Architects and designers can help to significantly improve the health and well-being of City of Avondale's population through design. Avondale encourages environmentally-sensitive green building and site design.



The City promotes the following criteria designed to encourage the development of "green" buildings without forcing excessive costs or other burdens upon developers, building owners, or occupants. It is recommended that all projects utilize energy-efficient components and building materials to conserve energy, promote sustainability, and meet the goals and objectives of the City's Strategic Plan and General Plan.

### Green Building Options

A "green" building places a high priority on health, environmental, and resource conservation performance over its life-cycle. These priorities expand and complement the classical building design concerns of economy, function, durability, and attractive appearance. Green design emphasizes environmental, resource, and occupant health concerns such as reducing human exposure to noxious materials; conserve non-renewable energy and scarce materials; minimize life-cycle ecological impact of energy and materials used; use renewable energy and materials that are sustainably harvested; protect and restore local air, water, soils, flora, and fauna; and support pedestrians, bicycles, mass transit, and other alternatives to fossil-fueled vehicles. Most green buildings are high-quality buildings that last longer and provide greater occupant satisfaction than standard developments. The City promotes projects building green by incorporating building and site design elements described in this Manual.



## Daylight, Views, and Natural Cooling

Examples of design elements to include that encourage passive renewable energy use are as follows:

- ▶ Floor plan depth is the most important single consideration that affects the potential for daylighting, exterior views, and natural ventilation. Floor plans with relatively narrow wings, such as I-, H-, U-, or T-shaped plans are good examples of design that ensures most interior spaces have good access to natural light and winds. Courtyards and atria can also be used to bring light and air to surrounding narrow spaces.
- ▶ Incorporate light shelves, prismatic glazing, and other reflective systems to redirect daylight and extend naturally lit interior space to 30 to 35 feet deep.
- ▶ Bring outdoor air into one side of a space and exhausting it on an adjacent or opposite side for narrow floor plans to increase the potential for effective cross-ventilation and achieve a well-designed natural cooling strategy.

## Solar

- ▶ Where site conditions permit, provide landscaping or other shade structures to reduce the amount of sun on the building as an effective method of solar control.
- ▶ Locate buildings toward the southwest, south, or west sides of a site to provide shade for lower floors from neighboring buildings.
- ▶ Orient buildings so that the short wall, narrowest portion of the building, faces west or southwest for the least solar gain in the summer.
- ▶ Place vertical space used for circulation and services such as staircases, elevators, electrical cables, water pipes, and risers at the southwest or west ends to buffer interior spaces from afternoon solar gain.
- ▶ Solar access should be addressed when designing roofs, walls, windows, and external shading devices.
- ▶ Consider solar generation products designed to be incorporated into wall and roof assemblies such as “solar shingles,” panels designed to integrate into curtain walls, and etching techniques designed to be used as sunshades.



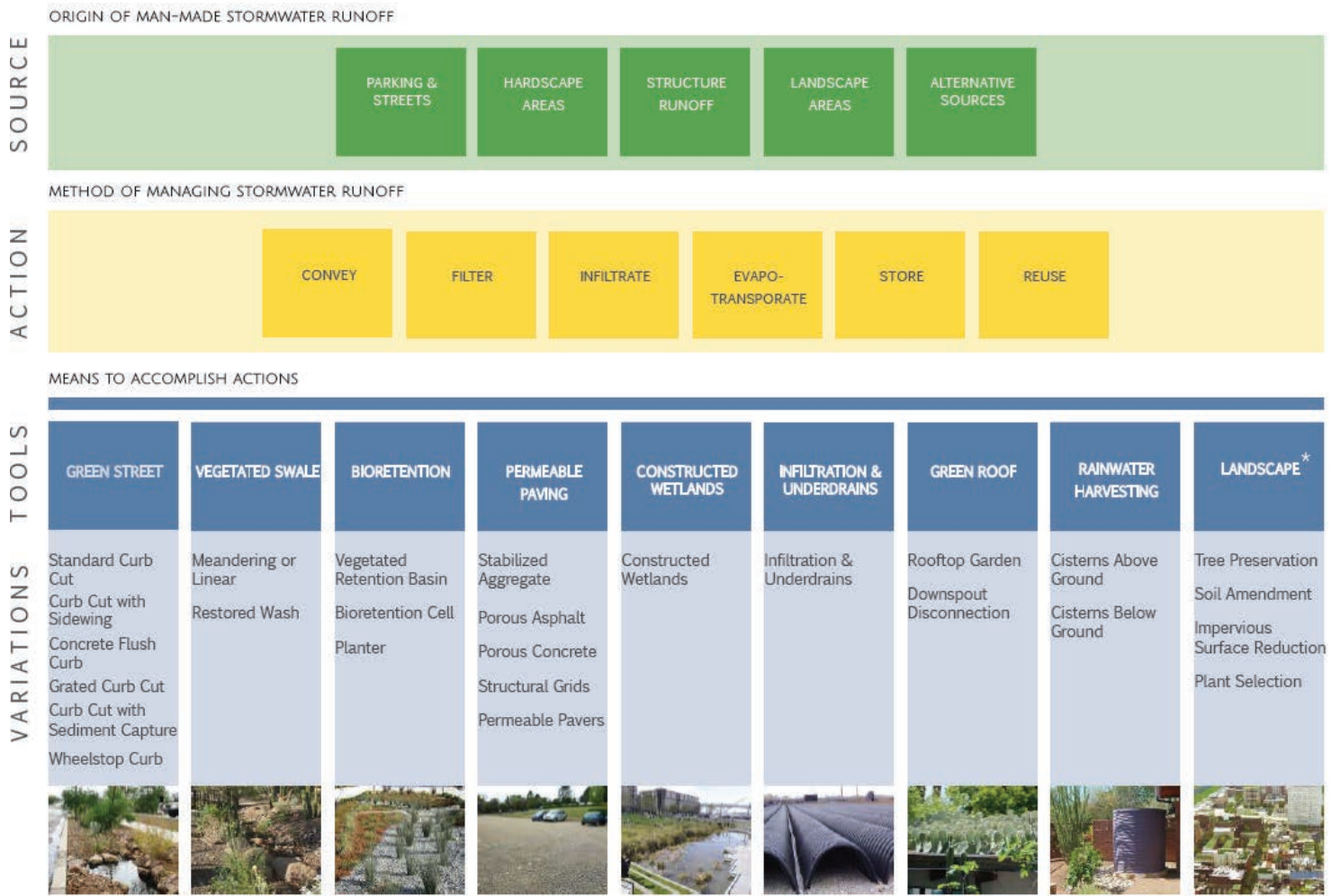
### WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) GREEN PROJECT RESERVE

WIFA's green criteria are based on EPA's Clean Water and Drinking Water State Revolving Fund Green Project Reserve criteria. While many traditional projects are intended to protect the environment, these do not necessarily meet the criteria to be considered green. Green projects may be for planning, design, and/or construction activities. Either the entire project or only a component of the project can be identified as green. Multi-family residential developments are highly encouraged to incorporate green stormwater elements. WIFA's Green Stormwater Project examples include:

- ▶ Green infrastructure, low impact development, porous pavement, green roofs, stormwater reuse, harvesting, bioretention, curb cuts, riparian improvements, and planter boxes. For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools, <https://www.epa.gov/green-infrastructure>
- ▶ Limited water resources can be a barrier to green infrastructure in arid and semiarid regions. Projects should include the following Xeriscape principles to conserve water resources:
  - **Create a plan** that balances water usage, rainwater supply, and demand such as an annual and monthly water budget for native and exotic plant maintenance.
  - **Install low water use plants** to reduce, if not eliminate, the irrigation requirements of green infrastructure practices by using native and drought-tolerant plants.
  - **Install efficient irrigation systems** and group plants according to their water needs, adjusting the frequency and depth of irrigation according to plant type, plant maturity, and season.
  - **Consider soil** amendments by adding organic material to poor soil to aide in retaining soil moisture, sustaining vegetation, and treating stormwater runoff.
  - **Install organic mulches** to increase water retention and pollutant removal while building soil structure and suppressing weeds for desert plantings that are mulch tolerant.

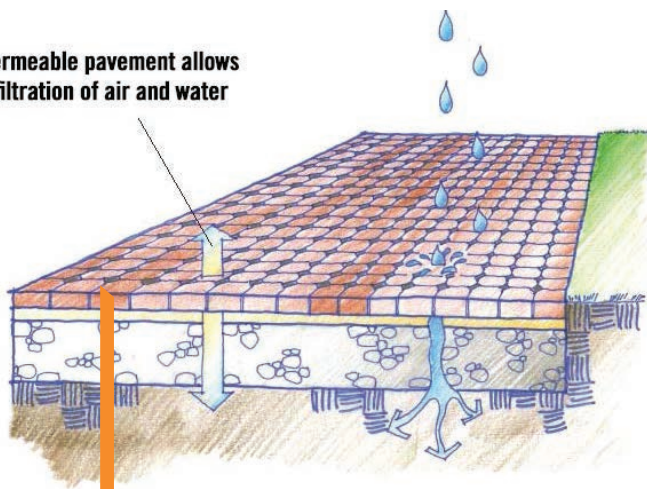
### Green Stormwater Infrastructure

Green stormwater infrastructure (GSI) is a cost-effective, resilient approach to manage stormwater by reducing and treating stormwater at its source while delivering environmental, social, and economic benefits. Projects that incorporate GSI, which is a low impact development application, further the City of Avondale's sustainability goals.



Examples of GSI in commercial and industrial site design include the following:

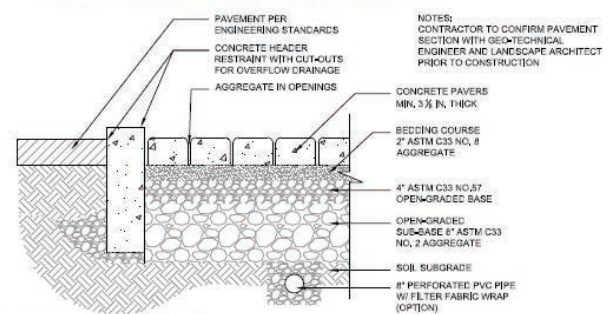
Permeable pavement allows infiltration of air and water



► Porous pavement/permeable pavers



Permeable Pavement can capture most stormwater runoff.

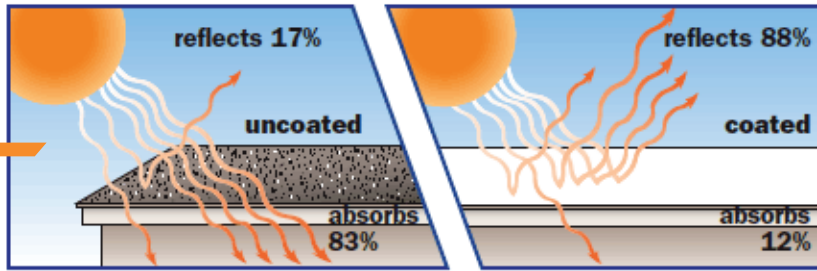


Permeable Pavement Detail





## Green roofs



## Right-of-way design features



## Bioretention







### ► Bioswales



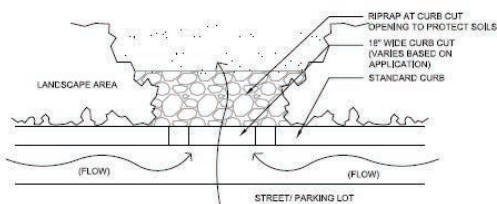
University of Arizona retrofitted their parking lot landscape buffer with a swale to capture runoff.



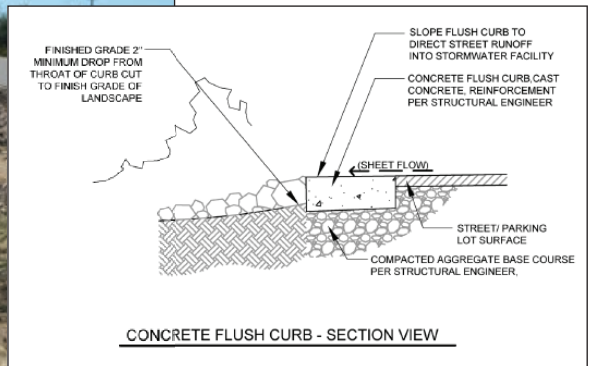
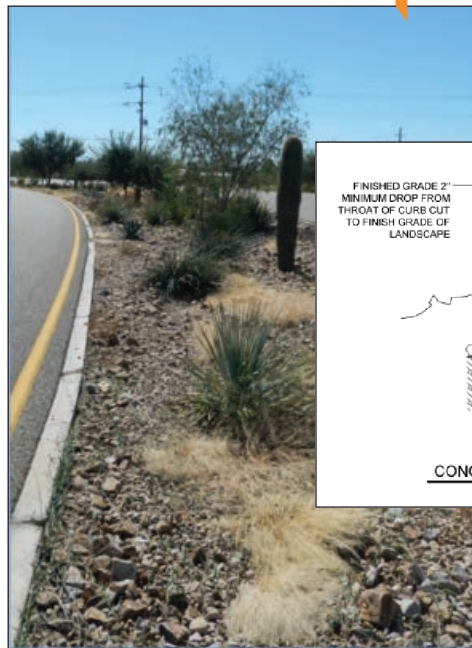
### ► Curb cuts or flush curbs



A Standard Curb Cut allows runoff to enter a lower landscaped area.



Standard Curb Cut Detail (Plan)



CONCRETE FLUSH CURB - SECTION VIEW

- Riparian improvements
- Active rainwater harvesting

For more information visit the Environmental Protection Agency (EPA) Green Infrastructure website for design and implementation tools. <https://www.epa.gov/green-infrastructure>





### Green Pavement Surfaces

- ▶ Utilize impervious pavement, concrete and asphalt, only where regular car, bus, and/or truck traffic is expected. In other locations, install surfaces that encourage non-automobile traffic and allow stormwater infiltration.
- ▶ For parking and highly used bicycle and pedestrian areas, utilize porous asphalt, paver blocks, or large aggregate concrete. Crushed stone or brick is recommended for lightly used pedestrian paths.
- ▶ Where impervious surfaces are required, recycled asphalt and recycled concrete are encouraged.
- ▶ Provide curb cuts and slope hardscape landscaping features to allow water flow to permeable surfaces.

### Sustainable Roof

Consider the following parameters for designing a sustainable roof:

- For a minimum of seventy-five (75) percent of the total roof surface, a Solar Reflectance Index (SRI) of 78 or higher for a roof with a slope of 2:12 or less, or 29 or higher for a roof with a slope greater than 2:12.
- For a minimum of seventy-five (75) percent of the total roof surface, provide a combined vegetated roof with rainwater collection system and SRI compliant roof.
- For a minimum of fifty (50) percent of the total roof surface, a vegetated roof.
- For a minimum of fifty (50) percent of the total roof surface, a rainwater collection system connected to an irrigation system or other building system through piping.



## DESIGN REVIEW

An applicant who desires to change only a portion of their existing building should comply with all design guidelines related to the portion changed. If proposed modifications affect more than fifty (50) percent of any façade visible to public parking areas or public right-of-way, or City staff determines that the proposed changes are significant, the project will be evaluated to determine if all items discussed in this Manual have been considered.

The following will require submittal of a site plan and design review application:

- Changes to a site's grading and drainage
- Installation of new or changes to existing site or building lighting
- Re-configuration or modifications of parking and circulation areas
- Exterior building alterations, including paint color changes
- New fences and walls
- Changes to landscape design, except for dead plant replacement

## Appeals

An appeal of the City's Development Review Committee's design review decision may be submitted to the Planning Division within fifteen (15) business days of Committee's decision and accompanied by a nonrefundable application fee. Upon written request of the applicant, the Zoning Administrator shall schedule the appeal hearing for a regularly scheduled Planning Commission. The Planning Commission shall review the site plan and design review application and make a decision as to whether the required findings have been met and approve, approve with stipulations, or deny the appeal. A majority vote of the Planning Commission shall be necessary to make a finding on the appeal.



## SITE DESIGN

Providing a unique sense of place with each multi-family residential development should be taken into consideration during the design process. Appropriately scaled buildings that transition from existing and planned land uses and concentrate on the natural environment and outdoor venues that promote a neighborhood feel and community interaction is the priority.

The following site and building design elements include written and illustrated design concepts related to the basic quality of site layout and building architecture to achieve high quality multi-family residential development.



This portion of the Manual addresses each of these elements in general terms and establishes the basic principles for good design which should be incorporated into all projects. Items contained in this section should not be viewed as standing alone but rather in concert with the more specific guidelines found in the subsequent sections of this Manual. Developers will be provided flexibility in how to arrange their projects to best utilize space and optimize project features.

### Site Design

- A. Design entrances with a strong sense of arrival and place incorporating decorative gates, walls, pavement, landscape planters, and the like.
- B. Streets should be designed to contain entry landscape medians at all collector/arterial, collector/collector, and collector/local intersections.
- C. Maximize the number of units that front onto common open spaces and maximize opportunities for view corridors.
- D. When siting buildings, highlight view corridors of prominent natural features, such as the Estrella Mountains, from streets, backyards, and open space.
- E. Stagger buildings throughout a development to avoid a monotonous streetscape and incorporate patios, courtyards, porches, and other design features.
- F. Site buildings within the City Center planning area to strongly interface with streets and provide direct pedestrian access to plazas, open spaces, retail, office, and activity areas.
- G. Locate activity centers, parks, or plazas central to the project allowing for a short walk to the City of Avondale's Zoom service, transit bus stop and/or bus shelter.
- H. Plan streets to efficiently connect all parts of the neighborhood, integrate all modes of transportation, simplify circulation patterns, and connect with adjacent streets through shaded corridors.
- I. Provide direct vehicular, bicycle, and pedestrian connections to adjacent residential and non-residential areas through trail development and buffered bike lanes.
- J. Use traffic calming measures such as islands or traffic circles to slow vehicular speeds.
- K. Provide trash receptacles, benches, and pedestrian scale lighting along trails, near barbecues, playgrounds, sports courts, and other active open spaces.



- L. Incorporate residentially-scaled LED street lights and accent paving at entries and crosswalks throughout the development and incorporate LED lights in all common areas.
  - Provide decorative lighting on all buildings and pedestal lighting throughout the project.
  - Design site lighting and parking area lighting so that it does not shine on adjacent uses.
- M. Provide direct access for pedestrians to parks, commercial centers, and schools without exiting onto the main roadway. Place pedestrian gates appropriately to ensure safe pedestrian access. Discretion and flexibility in choosing how and where to install pedestrian connections will be provided.
- N. Incorporate accent paving material at all entrances and auto courts.
- O. Enhance the transition between multi-family residential and existing single-family residential areas to achieve maximum compatibility through height transitions, setbacks, buffers, and screening.
- P. Provide amenities such as community centers, pools, splash pads, sports activities, internal trails, event spaces, dog parks, and other unique features.
  - Centrally locate multi-purpose buildings, community swimming pools, and other amenities so all units are in close – proximity and allow residents ease of access.
- Q. Incorporate trees with wide canopies in close proximity to pedestrian seating areas.
- R. Provide appropriate guest parking spaces and parking areas for useable open space areas in addition to required parking for individual units.
- S. Provide loading and/or delivery areas for package deliveries, mobile order deliveries, and ride sharing services.
- T. Screen parking areas from street views with solid masonry screen walls. Screening needs to include walls a minimum of three (3) feet up to four (4) feet in height, three (3) foot high berms, or a combination of both.
- U. Perimeter walls on property lines around the development need to be a minimum of six (6) feet up to eight (8) feet in height.
- V. All walls need to be architecturally integrated with the development's architectural style through materials, paint colors, form, and character.
- W. Provide covered parking canopies designed with colors, forms, and/or materials consistent with the building architecture.
- X. Provide garages for developments with more than 100 units. Garages should be attached and account for a minimum of twenty-five (25) percent of the required parking, excluding guest parking. Incorporate a portion of the garages under the living quarters to minimize standalone, long garage buildings.



## LOW IMPACT DEVELOPMENT

Low Impact Development (LID) is an approach to land development or redevelopment that works with nature to manage stormwater as close to its source as possible. LID looks at stormwater as a resource rather than a waste product and employs strategies such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements to create functional and appealing site drainage. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

| GI/LID Practices             | REDUCES STORM-WATER RUNOFF |                             | INCREASES AVAILABLE WATER SUPPLY |                                 | IMPROVES COMMUNITY LIVABILITY |                               |                     |                           |
|------------------------------|----------------------------|-----------------------------|----------------------------------|---------------------------------|-------------------------------|-------------------------------|---------------------|---------------------------|
|                              | Reduces Flooding           | Improves Stormwater Quality | Reduces Potable Water Demand     | Provides Storage for Future Use | Reduces Urban Heat Island     | Provides Vegetation for Shade | Improves Aesthetics | Provides Wildlife Habitat |
| STORMWATER HARVESTING BASINS |                            |                             |                                  |                                 |                               |                               |                     |                           |
| SWALES                       |                            |                             |                                  |                                 |                               |                               |                     |                           |
| BIORETENTION SYSTEMS         |                            |                             |                                  |                                 |                               |                               |                     |                           |
| INFILTRATION TRENCHES        |                            |                             |                                  |                                 |                               |                               |                     |                           |
| DRY WELLS                    |                            |                             |                                  |                                 |                               |                               |                     |                           |
| CISTERNS                     |                            |                             |                                  |                                 |                               |                               |                     |                           |
| PERVIOUS PAVEMENT            |                            |                             |                                  |                                 |                               |                               |                     |                           |

Yes
 In Some Cases
 No

LID practices provide multiple benefits for the environment and the community to maximize mutual environmental, social, and economic benefits. A LID feature may benefit property value and increase customer attraction, provide services which contribute to ecosystem health, and can be utilized as a community gathering or recreational space for residents.







## Design Features

Multi-family residential developments should consider the following retention basin design elements.

- A. Incorporate rain gardens placed between buildings to collect stormwater from rooftops and parking areas.
- B. Meander retention areas paired with recreational pathways through the development to create a connected green-space amenity such as a greenbelt to encourage maximum recreational use.



- C. Contour the sides and bottoms of the basins to create a natural looking appearance. Use varied slopes and curvilinear edges to create a more natural looking facility instead of rectangular forms and long stretches.
- D. Utilize permeable pavers for parking spaces to allow stormwater to seep directly through the pavers into the underground storage system.
- E. Maximize water permeability by minimizing soil disturbance and compaction in planned landscape areas, reducing paved areas, using permeable paving materials, and preserving open space drainageways when feasible.





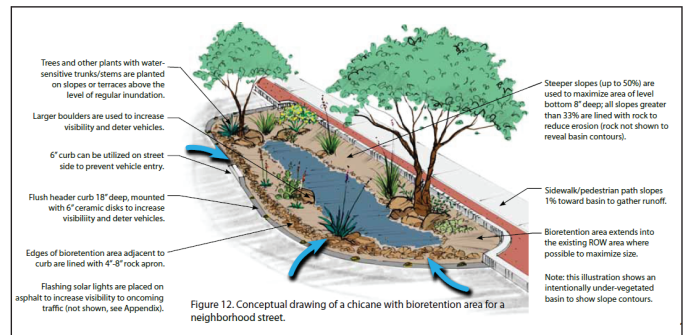


- F. Avoid water features at entry areas unless it is specifically a rainwater harvesting feature designed to reduce on-site potable water demands.
- G. Incorporate plants and design themes to support naturalistic landscapes that provide a sense of place in concert with the local natural environment.





- H. Group plants with similar water needs together.
- I. Utilize low water use native or desert-adapted drought tolerant plants incorporating at least seventy-five (75) percent of selected plants being local native species to promote a sense of place.
- J. All man-made slopes should receive erosion control from plantings and from terracing.
- K. Incorporate one (1) Xeriscape landscape example into open spaces.
- L. Each valve should irrigate a landscape zone with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas need to be irrigated on separate valves as well as drip emitters and sprinklers.
- M. Irrigation system layout, irrigation type, zone treatment for trees, and water use need to be part of the site plan review process.
- N. Maximize water permeability by reducing paved areas using permeable paving materials and preserving open space drainage ways when feasible.
- O. All common landscaped areas, tracts and retention basins need to be owned and maintained by the Property Management Company or Property Owners Association (POA).



## Landscape

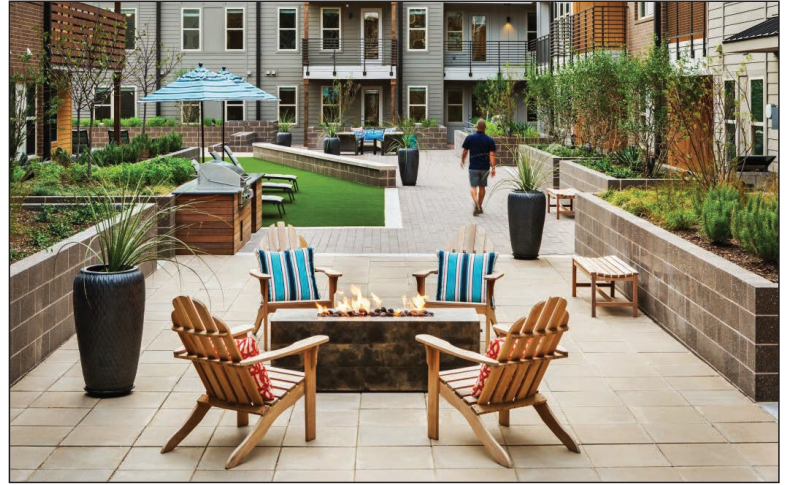
- A. All new developments need to be designed in accordance with the Street Tree Master Plan and provide full canopy coverage over walkways.
- B. Provide enhanced landscaping including six (6) large specimen trees, and landscaped medians at entries.
- C. To ensure effective management of stormwater and healthy growth of native vegetation, all landscape areas should, to the extent practicable, be part of the drainage infrastructure and make all conveyance features landscape amenities utilizing LID design.
- D. Provide a minimum twelve (12) foot wide landscape tract, inclusive of public utility easement, along buildings adjacent to a street side yard.
- E. Provide a variety of planting palettes that soften the development, reinforce the building design and add variety to the streetscape.
- F. For greater shading and cooling, plant a multi-layered composition of shrubs and small trees with a minimum height of ten (10) feet and a width of four (4) feet next to buildings.





## Open Space and Amenities

The City expects developments to provide residents a special and unique sense of place with open space that takes advantage of the natural environment that surrounds Avondale, including the Estrella Mountains, the Gila and Agua Fria Rivers, and other beautiful natural landscapes. Multi-family residential communities can create an outdoor lifestyle with useable open spaces, community centers, community pools, sports activities, and internal trails. Open space is considered the common area portion of a multi-family residential development, located outside of required setbacks, where there are no buildings, driveways, or parking. Usable open space is



considered any area on a site that is designed to be used for recreational or gathering purposes, viewed as an amenity to the residents, not solely a retention basin, and matches the scale of the development.

- A. A multi-generational approach should be considered when designing open space to promote resident interaction and recreation for all age groups. Co-locating physical activity spaces for children and parents or guardians can simultaneously promote physical activity in different age groups.
- B. Devote a minimum of twenty (20) percent of the site area to usable open space.
- C. Preserve or create natural terrain in children's outdoor play areas.
- D. Aggregate open space in one large area rather than dispersing into smaller pieces and provide residents with access to open space within a 5-minute walk.
- E. Provide drinking fountains to encourage the consumption of tap water for rehydration.
- F. New playgrounds should also be designed to reflect the changing knowledge about injury prevention.
- G. Turf should only be used in open space areas and not used on slopes greater than four feet of horizontal distance per one-foot vertical change (4:1).
- H. Locate tree plantings adjacent to all roadways throughout a development in common areas to soften the streetscapes.





- I. Usable open space may include:
  1. Community pools and splash pads
  2. Clubhouses/community center
  3. Play areas
  4. Private parks and trails
  5. Community gardens
  6. Dedicated park sites
  7. Multi-use paths
  8. Improved utility corridors
  9. Sports courts
  10. Seating areas
  11. Picnic ramada areas with barbecues outside of retention areas
  12. Pickle ball, putting greens, or other similar sports amenities
  13. Tot lots
  14. Resort-style amenities, entertainment areas
  15. Rooftop entertainment spaces
- J. Provide a clubhouse and community pool for developments over 50 units.
- K. Provide parking in proximity to a main, centralized community open space.
- L. Design multi-use trails a minimum of (ten) 10 feet in width, lighted with low level security lights, and connect through the neighborhood as a greenbelt.
- M. Site buildings at a maximum of one-quarter of a mile from a park or usable open space amenity.
- N. Provide pedestrian amenities such as benches, trash receptacles, bicycle racks, and pedestrian scale lighting along trails and near the tot lots, sport courts, and other active open spaces.
- O. Plant tree species with wide canopies near pedestrian seating to provide cover from the sun and cover all playground areas with shade structures.
- P. Locate LED decorative lighting throughout the development in open space areas.







## BUILDING DESIGN

The design and style of multi-family residential developments have evolved into full service, resort-style luxury living where clubhouses and pools, and community space is the central feature of the project. In general, this section is intended to promote that type of project in Avondale where high-quality architecture is the priority and enhances the living experience for residents, promotes a sense of community and interaction, and establishes a unique neighborhood identity. Creativity and variety are encouraged to create a sense of place that residents enjoy. Multi-family residential in the context of urban development centers should be designed to create visually interesting, consistent, and high-quality development linking commercial land uses with residential development and creating a walkable neighborhood near local amenities and services.



Special attention needs to be given to roof styles, asymmetrical design, building massing, window and door treatments, building materials, paint colors, private open space through balconies and patios, stairwell integration, garage door design, garage access, shade features, and rooftop amenities. Defining and establishing the character of a development can be addressed through many design elements as described below.

- A. Design buildings with multiple unit square footages and number of bedrooms that accommodate a variety of choices for the prospective homeowner or renter.
- B. Articulate all façades, including variation in massing, roof forms, and wall planes, as well as surface articulation with a separation of twenty (20) feet or more between buildings.
- C. Multi-family units need to step-down/step-back in height when adjacent to detached single-family residential subdivisions.
- D. Carriage style garages or tuck under designs are encouraged to reduce standalone, long garage buildings.
- E. Incorporate architectural elements and details that add visual interest, scale, and character to all four-sides of buildings.
- F. Vary building elevation designs having differences in the horizontal and vertical massing elements, building composition, building elements, building materials, and paint colors; however, design theme and architectural style may warrant more similar looking buildings.
- G. Design buildings within the City Center planning area to be attractive and present contemporary and modern style architectural designs using materials appropriate for this style of architecture. Natural materials, vertical and horizontal elements, unique forms, and vibrant colors are encouraged.





- H. Incorporate pavers or other similar treatments to all driveways.
- I. Utilize high-quality, durable, natural materials. Synthetic materials are acceptable if they are sustainable products.
- J. Utilize contrasting, but complementary, colors for trim, windows, doors, and key architectural elements.
- K. Roof materials and colors need to be consistent with the desired architectural style and may include clay tile, slate, barrel, flat, or cool roof tile.
  - The colors of roofing materials need not be altered by staining or painting.
  - Roof materials need to exhibit earth-tone colors and be non-reflective in muted tones. Acceptable roof materials include: clay tile, slate tile, barrel tile, flat tile, cool roof tile.
- L. The roofline may be changed by the following options:
  - Alternating the ridgeline between parallel and perpendicular to the street.
  - Alternating the roof type between gable and hip.
  - Alternating the roofline pitch by a minimum of three units vertical, for example 3:12 to 6:12.
  - Alternating between two- to three-story units.
- M. The design, color, and materials of accessory structures needs to be architecturally tied to the main structure.
- N. Metal flashing, vents, pipes, gutters, electrical panels and other exposed metal must be painted to match the color of the house and avoid exposed metal flues.
- O. Design chimneys as an architectural element.
- P. Buildings located along public streets need to be designed to give prominence to the street frontages, especially at the corner of two street frontages. This prime exposure warrants greater architectural design.
- Q. Design entries as the dominant feature, clearly articulated, with enhanced pedestrian space that reflects the style of the building.
- R. Wrap balconies and porches around corner units to enhance the side elevations.
- S. Mixed-use buildings with multi-family residential and commercial uses should include first floor window fenestration with greater amounts of glazing, and floor heights should be at least 15 feet or greater floor-to-floor.







- T. Compose a building to appear as multiple buildings or units through use of different building materials and paint colors to emphasize the appearance that smaller buildings were built next to one another rather than a single building.
- U. Make stairs wide enough to accommodate travel in groups and in two directions and incorporate appealing finishes, and LED lighting.
- V. Increase stair use by locating a highly visible and appealing stair within the building orientation areas and points of decision and along the principal paths of travel.
- W. Provide for fire-rated glass enclosures for stairs instead of traditional opaque enclosures.
- X. For attached multi-family housing types such as townhomes and condominiums, locate units' primary entrance on front elevations.
- Y. Incorporate balconies, porches, and patios onto or within the building form, providing a minimum of eighty (80) square feet for each balcony or patio per unit.
- Z. Incorporate stylized garage doors reflecting the building's architectural style.

### Architectural Elements and Details

Each building should utilize a variety of the following elements to enhance the building's character:

- |                                     |                                                                                         |
|-------------------------------------|-----------------------------------------------------------------------------------------|
| 1. Recessed or projecting balconies | 14. Shutters                                                                            |
| 2. Awnings                          | 15. Treated heavy timber exposed rafters and brackets                                   |
| 3. Porches                          | 16. Load-bearing masonry, brick or stone                                                |
| 4. Columns                          | 17. Neutral stone in full-size blocks, not veneer                                       |
| 5. Decorative doors and windows     | 18. Copper or galvanized metal gutters, roof drain downspouts, metal roofing on awnings |
| 6. Exterior moldings                | 19. Tie and rod assembly metal canopies for shade                                       |
| 7. Roof overhangs                   | 20. Board and batten or concrete-composite siding.                                      |
| 8. Stucco                           | 21. Reveal lines                                                                        |
| 9. Masonry                          | 22. Decorative metal fence panels for accent elements and/or plantings                  |
| 10. Wood or metal accents           |                                                                                         |
| 11. Decorative lighting             |                                                                                         |
| 12. Ledges                          |                                                                                         |
| 13. Arched windows                  |                                                                                         |

### Walls and Entry Areas

- A. Entry features need to reflect the overall architectural identity, character, and theme of the development.
- B. Design entry landscape medians at a minimum of seven (7) feet wide to accommodate planting of trees, LID design, and stormwater retention.
- C. Design entry gates and walls to be compatible with overall design intent of the development and create a dramatic identify for the community.
- D. Include enhanced wall materials such as stone, brick, tile, metal, cladding, or other sustainable materials on entry features and perimeter walls.
- E. Other unique identifying features may be proposed subject to approval by the Zoning Administrator.



## CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

Crime Prevention Through Environmental Design, or CPTED (pronounced sep-ted), is a crime prevention philosophy based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime. It focuses on the positive use of a space and natural elements to maintain a sustainable quality of life for intended users, while offering a sense of security by increasing the difficulty for criminal or abnormal activities. The principles of CPTED, which are natural access control, natural surveillance, territoriality, and maintenance, when integrated with the principles of physical security present a unique approach to minimizing crime opportunities. This may be accomplished through the design elements described in this Manual.

### Natural Surveillance

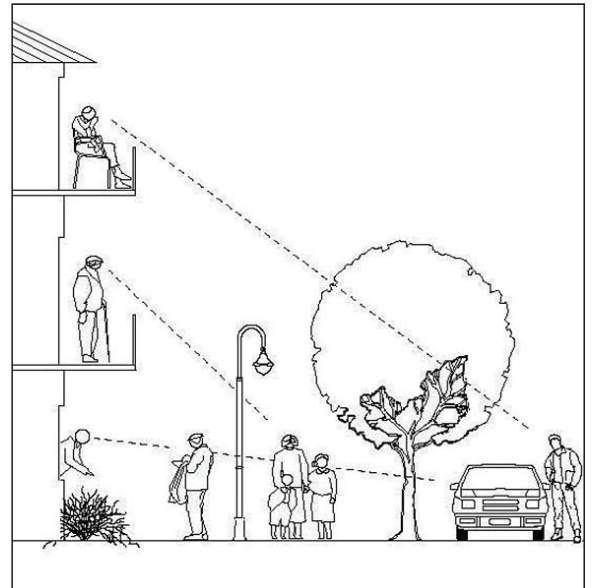
Design the placement of physical features and design for informal and/or programmed activities in such a way as to maximize visibility and foster positive social interaction and activity among legitimate users of the space. Creating environments that allow the opportunity for people to engage in their normal behavior and to observe the space around them limits the potential for crime to occur.

### Natural Access Control

Strategically locate entrances and exits, fencing, lighting, and landscaping to control or limit the flow of or access. Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or marks them as an intruder.

### Natural Territorial Reinforcement

Design buildings, fences, pavement, signs, lighting, and landscaping to express ownership and define public, semi-public and private spaces, so that natural territorial reinforcement occurs. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners or renters have vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of ownership within a community or space creates an environment where “strangers” or “intruders” stand out and are more easily identified.





### Maintenance

CPTED and the “Broken Window Theory” suggests that one “broken window” or nuisance, if allowed to exist, will lead to others, and ultimately to the decline of an entire neighborhood. Neglected and poorly maintained properties, lighting, landscaping, or open space areas can increase the level for criminal activity.

Site features within a multi-family residential development must be maintained always to include paving surfaces, landscaping, walls, gates, entry features, light poles, signs, paint, stone or brick, seating furniture, and other related items typically found within multi-family residential developments.

The best time to apply this philosophy is in the design phase before a building is constructed. These elements can be successfully applied later but retrofitting an existing environment can sometimes be costly. The use of CPTED standards will deter crime and reduce fear by minimizing criminal opportunity and fostering positive social interaction throughout a community.



INSIDE BACK COVER  
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# Avondale

City of Avondale  
City Development & Engineering Services  
11465 W Civic Center Drive  
Avondale, AZ 85323  
(623) 333-4000  
[www.avondaleaz.gov](http://www.avondaleaz.gov)



## CITY COUNCIL REPORT

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**SUBJECT:** Resolution 3590-1019 - Amendment to Intergovernmental Agreement with the Regional Public Transit Authority

**MEETING DATE:** 10/28/2019

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**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

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

**PURPOSE:**

City Council will consider a request to adopt Resolution 3590-1019 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for fiscal year 2020 relating to bus stop improvements and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

The Regional Public Transit Authority (RPTA) is legislatively mandated to implement the transit element of the Regional Transportation Plan developed by MAG, which includes bus operations, bus capital, and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program (TLCP). In addition to Council representation at the board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

Avondale and portions of other surrounding cities are designated a Small Urbanized Area (UZA) by the Federal Transit Administration (FTA). Because of this designation, the funding that Avondale receives from the FTA can be used for operating transit or capital improvements.

Avondale participates at Maricopa Association of Governments in the Avondale-Goodyear Transit Working Group. The working group is made up of member cities whose jurisdiction have some level of inclusion on the Avondale-Goodyear UZA: Avondale, Buckeye, El Mirage, Glendale, Goodyear, Litchfield Park, Phoenix, Surprise, and Valley Metro. The objective of the group is to provide consensus on programming and other funding decisions specifically related to the UZA's apportionment of FTA dollars.

**DISCUSSION:**

The Avondale-Goodyear working group made the decision to each year set aside \$400,000 of the FTA funding that comes to the UZA for Associated Transit Improvements. Avondale was slotted for those funds out of the 2015 funding. Associated transit improvements can be anything with respect to any project or an area to be served by a project, that are designed to enhance public transportation service or use and that are physically or functionally related to transit facilities.

Staff has been working with Valley Metro on a list of bus stops that need to be brought up to ADA

standards. The prioritization of this list will remain fluid because, until the improvements are designed, the costs for implementation of them cannot be anticipated. Avondale will update as many stops as can be completed with the available funding; the first of which is anticipated to be at the new Resource Center. Valley Metro will handle the design and construction of the bus stop improvements, as their Job Order Contracts were procured with the Federal Procurement Guidelines.

**STRATEGIC PLAN ALIGNMENT:**

**Strategic Initiative:** Foster Sustainable Community Development

**Strategic Goal:** Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

**BUDGET IMPACT:**

The total estimated cost to the City of Avondale for bus stop improvements is \$100,000 in local match funds. Funding for these services are available in the Transit Shelter CIP Project 325-1466-00-8420 for \$75,000 and an additional \$25,000 will be transferred from the Transit Contractual Obligations Fund 215-5113-00-6251 line item, where there is available unobligated budget capacity.

**RECOMMENDATION:**

Staff recommends that City Council **ADOPT** a Resolution approving an amendment to the Intergovernmental Agreement with the Regional Public Transit Authority for bus stop improvements and for the Mayor or City Manager and City Clerk to execute the necessary documents.

**RESOLUTION NO. 3590-1019**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. The Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority relating to public transportation services, Contract No. 106-75-2020-01 (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, October 28, 2019.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Michael Wawro, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3590-1019

[Amendment]

See following pages.

**TRANSIT SERVICES AMENDMENT**  
**BETWEEN**  
**THE CITY OF AVONDALE**  
**AND**  
**THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY**  
**CONTRACT # 106-75-2020-01**

This Amendment dated August 28, 2019, amends the following items of the Transit Services Agreement Contract #106-75-2020 entered into between the City of Avondale and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended by that certain Amendment dated July 1, 2014, as amended by that certain Amendment dated July 1, 2015, as amended by that certain Amendment dated July 1 2016, as amended by that certain Amendment dated July 1, 2017, July 1, 2018 and as amended July 1, 2019 (collectively, the “Agreement”).

The following Sections of the Agreement dated July 1, 2013 are hereby amended to include:

**SECTION 2. SCOPE OF AGREEMENT**

During the term of this agreement, RPTA shall provide the following services:

Bus Stop Improvements Project (Schedule “I”) RPTA will provide design and construction services related to bus stop improvements for the City of Avondale. The scope of these improvements is included in Schedule “I” of this agreement. The scope is primarily comprised of enhancements at existing bus stops with just one new bus stop location. The scope may be adjusted to fit within the project budget constraints with approval and agreement of both RPTA and the City of Avondale. The federal grant (RPTA 90-X137A) in the amount of \$400,000 is assigned to RPTA. The City of Avondale is responsible for an additional \$100,000 in local match. RPTA will invoice the City of Avondale during the design and construction process for the local match.



### **SECTION 3. RPTA'S OBLIGATIONS:**

#### **3.1 With respect to the services provided hereunder, RPTA, shall:**

Utilize its Consulting Support Services contract to provide a design team to develop construction plans. RPTA shall utilize its Miscellaneous Construction Services Job Order Contractor (JOC) to provide a bid and construct the bus stop improvements. It is understood that both of these RPTA contracts were procured to meet federal funding requirements. Finally, RPTA shall provide design and construction management oversight for the design, construction and installation of bus stop improvements including quality control sampling and testing.

- o. RPTA shall request reimbursement from the City for up to \$100,000 in local match funds for eligible project expenses for bus stop improvements.
- p. RPTA shall Act as Lead Agency and fulfill Lead Agency responsibilities.
- q. RPTA shall provide a project manager and main point of contact for the project. The RPTA project manager will manage the design and construction contracts, maintain a project schedule, and be responsible for managing the budget of the project. The RPTA project manager will work closely with the City of Avondale Representative during scoping, design, and construction. Project decisions related to scope, budget, design, construction, etc. will be coordinated with input from the City of Avondale Representative.
- r. RPTA shall apply a one-year workmanship warranty to the JOC construction contract for the project and provide this warranty for the work included the project scope. Additionally, any product specific warranties will be honored and transferred to the Member.

#### **SECTION 4. Member's OBLIGATIONS:**

4.1 With respect to the services provided hereunder, Member, shall:

- h. Member shall approve final site locations for bus stop locations identified in Schedule "I".
- i. Member shall assign a City Representative to be RPTA point of contact for the project. The City Representative will coordinate with the RPTA project manager on all project issues including scope, budget, schedule, design, and construction. The City Representative will act as a liaison for RPTA's design and construction teams for design reviews, permitting, and construction approvals.
- j. Member shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, in performing hereunder.
- k. Member shall either through its own funds or through other non-USDOT, funding sources be responsible for the \$100,000 in local match.
- l. Ownership, Operation and Maintenance: The Member shall be responsible for operating and maintaining the Project improvements upon construction completion, and RPTA has no operation or maintenance responsibilities.

#### **SECTION 31. INCORPORATION OF SCHEDULES**

For each year during the term of this Agreement and in coordination with RPTA's adopted fiscal year budget process, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

Schedule "I"      Bus Stop Improvements

The following Schedule is added to the agreement entered into July 1, 2013, as amended:

The attached Schedule I

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

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

**REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)**

By: \_\_\_\_\_  
Scott W. Smith, Chief Executive Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael J. Minnaugh, General Counsel

**CITY OF AVONDALE**

By: \_\_\_\_\_  
Kenneth Weise, Mayor

By: \_\_\_\_\_  
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael Wawro, City Attorney

## **SCHEDULE “I” –BUS STOP IMPROVEMENTS**

### **AVONDALE BUS STOP ENHANCEMENTS**

**ALL LISTED LOCATIONS AND PROJECTS ARE SUBJECT TO CHANGE**

#### Riley Drive and 10<sup>th</sup> Street (New Resource Center Development)

- New Zoom Stop proposed in front of new development located on the south side of Riley Drive between 9<sup>th</sup> St. and 10<sup>th</sup> St.
- Proposed new bus bay/pull out.
- New shelter to match new building color scheme.
- Coordinate with Haydon/Architekton in design and construction of this bus shelter.
- RPTA’s design team will handle the design of the bus shelter.

#### Avondale Blvd and MC 85

- 2 new shelters (one on each side of street), on Avondale Ave. south of MC 85.
- Replace existing shelter (on the east), provide 1 new shelter (on the west).
- Both shelters to match each other.
- East existing shelter has pull out.
- May/May not require new pull out on West side of road.

#### Van Buren St and Fairway Drive

- New Bus shelter at existing bus bay/pull out on the north side of Van Buren St., west of Fairway Drive.
- There is an existing pad at this location constructed of pavers.

#### Van Buren St and Links Drive (West)

- New Shelter at existing bus stop located on the north side of Van Buren Street, west of Links Drive.
- No bus bay/pull out necessary as this is in a widened roadway area that is not part of the dedicated lanes.

#### Van Buren St and Links Drive (East)

- New Shelter at existing bus stop located on the south side of Van Buren Street, east of Links Drive.
- Addition of a small bus bay/pull out desired to accommodate a large bus.

#### Van Buren St and 111<sup>th</sup> Ave

- New Shelter at existing bus stop on the north side of Van Buren St., west of 111<sup>th</sup> Ave.
- Existing bus bay/pull out.
- May have issue with right of way.

#### Avondale Drive and Maricopa St

- 2-new shelters (far side/downstream of intersection) on Avondale Blvd, north and south of Maricopa St.
- This location is getting traffic signals installed this year and the design will take this into consideration.

#### Whyman and Avondale Blvd

- 2-New shelter at existing bus stops on Avondale Blvd, north and south of Whyman Ave. Currently no bus bays/pullouts, none are proposed at these two locations.

**CITY COUNCIL REPORT**

---

**SUBJECT:** Ordinance 1707-1019 - Acquisition of Real Property at Civic Center

**MEETING DATE:** 10/28/2019

---

**TO:** Mayor and Council

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

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

**PURPOSE:**

City Council will consider a request to: (a) adopt Ordinance 1707-1019 authorizing the purchase of real property located at Avondale Boulevard between Coldwater Springs Boulevard and Civic Center Drive at the Avondale Civic Center Campus; (b) approve a General Fund Contingency Transfer not to exceed \$590,000; and (c) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

When the Civic Center campus was developed in 2003, the General Contractor, Sundt Construction, purchased approximately 8 acres of property from the City. The property was planned to include three (3) parcels for development and a view corridor. One of the parcels was developed with a 31,000 SF office building that is the corporate headquarters for ISM Raceway and three other businesses. The other 2 parcels have remained vacant, even with all of the critical infrastructure in place, making them quality, shovel-ready sites.

When the city sold the property to Sundt, there was a re-purchase provision within the agreement that would allow the city to re-acquire the property if development had not occurred on the parcels within eight years.

On June 3, 2019, staff presented council with an overview of the architectural concept plans for potential office building development on the two sites. Following that presentation and with direction from City Council to move forward with land acquisition, staff sent a letter to Sundt Construction on June 12 stating our intention to acquire the property.

**DISCUSSION:**

Under the terms of the purchase and sale agreement, the City has exercised its option to purchase the remaining 4.45 acres and open space from Sundt Construction for a predetermined price of \$3/square foot, or a total purchase price of \$581,526. Sundt has determined not to develop the property at the present time. Therefore, the City can exercise its buyback option.

**BUDGET IMPACT:**

This land acquisition will cost approximately \$581,526 plus applicable closing costs. The purchase of this property was not included in the adopted FY 2019-20 budget and authorization not-to-exceed \$590,000 to cover land acquisition and closing costs will need to be transferred from the General Fund Contingency,

Account No. 101-5300-00-9900 to the One-Time Capital Improvement Fund, Account No. 322-1514-00-8200.

**RECOMMENDATION:**

Staff recommends that City Council adopt an ordinance authorizing the purchase of real property located at Avondale Boulevard between Coldwater Springs Boulevard and Civic Center Drive at the Avondale Civic Center Campus and approve a General Fund Contingency Transfer not to exceed \$590,000.



**ORDINANCE NO. 1707-1019**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

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

**WHEREAS**, the City Council desires to authorize the acquisition of certain real property generally located on the Avondale Civic Center Campus on West Civic Center Drive for public use.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication of real property totaling ± 4.4 acres, generally located West Civic Center Drive, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, October 28, 2019.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Michael Wawro, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1707-1019

[Legal Description and Map]

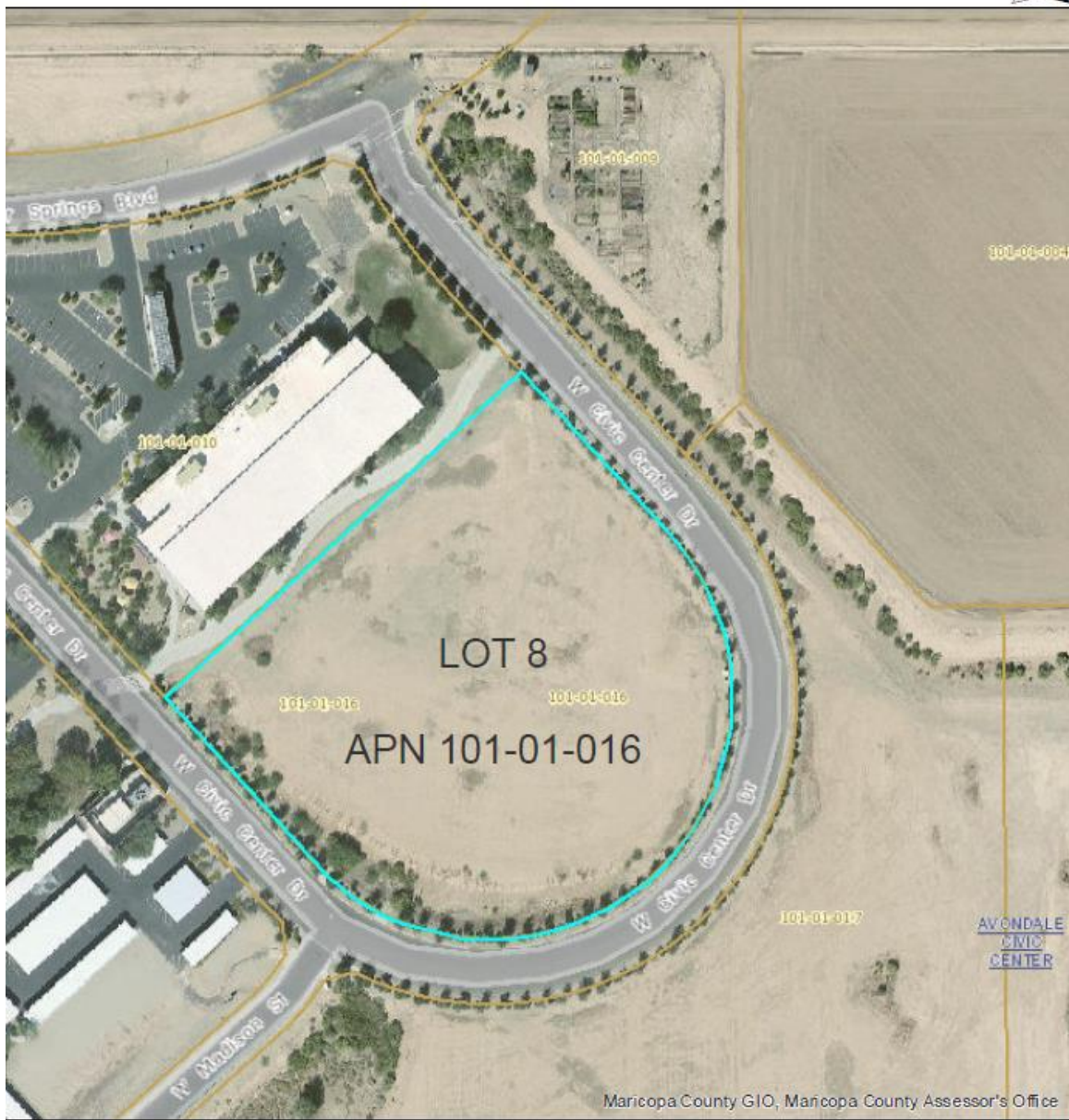
See following pages.

## LEGAL DESCRIPTION

A portion of the Northwest quarter (NW1/4) of Section 7, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Lot 8, AVONDALE CIVIC CENTER, according to Book 642 of Maps, Page 7 and Certificate of Correction recorded in Recording No. 2004-0119395, records of Maricopa County, Arizona.

# Avondale Civic Center



**PURCHASE AGREEMENT  
BETWEEN  
SUNDT CONSTRUCTION, INC.  
AND  
THE CITY OF AVONDALE**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2019, between Sundt Construction, Inc., an Arizona corporation ("Seller") and the City of Avondale, an Arizona municipal corporation ("Buyer"). The Buyer and Seller are referred to collectively as "Parties" and individually as a "Party."

**AGREEMENT**

In consideration of the covenants, terms, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale of Municipal Complex Open Space. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions contained herein, approximately 4.45 net acres of real property located in Maricopa County, Arizona, as described on Exhibit A, attached hereto and incorporated herein by reference, and Tract A as designated on the Final Plat of the Avondale Civic Center together with all improvements on such land, servitudes, easements, water rights, mineral rights and other rights appurtenant thereto and all of Seller's right, title, and interest in any public rights-of-way adjoining such land, together with any and all development fees, impact fees, water, sewer or other utility tap, connection, meter or service fees or amounts which have been paid to any governmental authority in connection with any previous development of such land or any utility service provided to any improvement located on such land (collectively, the "Civic Center Open Space Property").

2. Compensation.

2.1 Original Sale from Buyer to Seller.

A. Seller and Buyer entered into that certain Purchase Agreement, dated March 22, 2003 for the Seller's development of the Avondale Civic Center Project. Certain parcels on the recorded plat of the Avondale Civic Center would be retained by Seller with Buyer having an option to re-purchase certain parcels in accordance with the terms of the March 22, 2003 Purchase Agreement (hereinafter Civic Center Purchase Agreement).

B. The Civic Center Purchase Agreement Paragraph 10.3 provided that Buyer could repurchase certain property defined in the Civil Center Purchase Agreement as the Commercial Parcels. The Purchase Price would be established as \$130,680.00 x the amount of net acreage. The Civic Center Open Space consists of Lots 4 and 6 of the Recorded Plat of Avondale Civil Center recorded at Book 642, page 7, Maricopa County Records. Lots 4 and 6 have a total net acreage of 4.45 acres. Multiplied by \$130,680,00 results in a total purchase price of \$581,526.00. Tract A is used to convey irrigation water



on to the site and its value is included in the parcel's above. Collectively, this shall hereinafter be referred to as the "Purchase Price."

C. With respect to the Civic Center Open Space Property, the purchase price will be paid as follows:

1. \$25,000.00 as an earnest money deposit which Buyer agrees to deposit in escrow at the time this Agreement is executed by the Buyer
2. Remaining purchase price plus allocable closing expenses, as applicable to be paid by cash, cashier's check or certified funds payable to the Escrow Agent, or by wire transfer of immediately available funds to the account of the Escrow Agent to be deposited on or before the Close of Escrow.

D. Buyer will be assigned the Seller's interest and responsibilities in Avondale Business Park Owners Association (the "Association"). The Association is responsible for maintaining Civic Center Open Space Property and Tract A.

3. Open and Close of Escrow.

3.1 Escrow Agent and Instructions. In connection with this Agreement, an escrow (the "Escrow") has been opened with Security Title Agency ("Escrow Agent") to facilitate the consummation of the sale of the Civic Center Open Space Property pursuant to this Agreement. This Agreement constitutes escrow instructions to Escrow Agent; however, if required by Escrow Agent, Buyer and the Seller shall execute and deliver to the Escrow Agent printed form escrow instructions consistent with this Agreement. In the event of any conflict between the provisions of the printed form escrow instructions and this Agreement or any deed, instrument or document in connection with the transactions contemplated herein, the provisions of this Agreement or such deed, instrument or document shall control. No provision of the escrow instructions shall excuse any non-performance by either Party. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent's acceptance of the instructions to, and other obligations of, Escrow Agent as set forth in this Agreement and the escrow instructions.

3.2 Date of this Agreement. Escrow Agent shall notify the Parties in writing as to the date on which it received fully executed copies of this Agreement, which date is called the "Date of this Agreement."

3.3 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on or before 10:00 a.m. on November 15, 2019 at the office of Escrow Agent, subject to automatic extension to such other time (any such extension not to exceed 15 days) and at such location as the Parties may agree, which date shall be referred to as the "Closing Date." The Closing Date shall be deemed to be the date on which the Parties shall have performed all actions necessary for the closing of the

transaction, without regard to the date on which Escrow Agent actually records the deed or other closing documents. If this transaction has not closed by November 15, 2019 and the Parties have not agreed to extend the Closing as provided above, this Agreement shall automatically terminate as of midnight on that date, however, that the termination provision set forth in this sentence shall not be applicable if the Buyer has met all of its obligations pursuant to Section 14 below. Seller and Buyer hereby authorize Escrow Agent to execute, at the Closing, an affidavit of real property value as required by Arizona law.

3.4 IRC Reports. Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), shall file all necessary information reports, returns and statements (collectively the “Reports”) regarding the transactions as may be required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent’s failure to file the Reports that Escrow Agent is hereby required to file.

3.5 Prorations and Escrow Fees. Escrow fees shall be payable one half by Seller and one half by buyer. Real property, personal property and ad valorem taxes and other state or local taxes and charges affecting the Civic Center Open Space Property, if any, shall be prorated on the basis of the current year’s rate and valuation, provided, that if the rate of, or valuation for, any such taxes, charges or assessments has not been fixed before the Closing Date, then the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation. Seller shall not, without the prior written consent of Buyer, consent to the imposition of any assessment against the Civic Center Open Space Property if such assessment would be required to be paid, in whole or in part, by Buyer.

4. Survey. In connection with this Agreement, Seller, at its expense, caused to be<sup>1</sup>completed and delivered to Buyer and to Escrow Agent (i) a current ALTA survey of the Civic Center Open Space Property (the “Survey”) acceptable to Escrow Agent for use in connection with the title insurance policy hereinafter described prepared by a surveyor duly licensed in Arizona and (ii) a certificate by the surveyor stating the number of “Net Acres” contained in the Civic Center Open Space Property, which shall mean the number of acres within the boundaries of the Civic Center Open Space Property, including utility easements but excluding any current right-of-way dedications or roadway easements lying along or within the boundaries of the Civic Center Open Space Property. Exhibit A shall be replaced as necessary with a Legal Description reflecting the survey results; provided, however, that both Parties agree that their intent is to ensure that the substituted exhibits shall substantially conform to their counterpart replaced exhibits and that the resulting parcels shall be substantially similar in size, configuration and location to those set forth in the exhibits to be replaced.

5. Condition of Title.

5.1 Title Report. Promptly after opening of the Escrow, Escrow Agent shall deliver to Buyer and to Seller a preliminary title commitment, together with readable copies of all instruments of record referred to therein (each referred to as a "Title Report").

5.2 Title Review Period. Buyer shall have until ten business days before the Closing Date (the "Title Review Period") within which to object in writing to Seller and Escrow Agent to the legal description or any matters affecting title shown on the Title Report. Buyer's failure to timely object to any of the matters affecting title shown on the Title Report within the Title Review Period will constitute Buyer's acceptance of title subject to those matters.

5.3 Title Objections. If Buyer objects to any matters affecting title shown on the Title Report, Seller shall have until the Closing Date to cure any matters objected to by Buyer, but shall have no obligation to do so. If Seller does not cure those matters objected to by Buyer by the Closing Date, Buyer may, in its sole discretion, elect to (A) waive the matters objected to and close the Escrow subject thereto or (B) cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Escrow and this Agreement shall automatically terminate and neither Party shall thereafter have any further obligations or liability to the other under this Agreement except as herein expressly provided for otherwise.

5.4 Amended Title Report. Buyer shall have ten business days after receipt of an amended Title Report disclosing new matters affecting title to the Civic Center Open Space Property (and the Closing Date shall automatically be extended for such ten business-day period, if appropriate) within which to object in writing to Seller and Escrow Agent relating to any matters affecting title set forth therein, whereupon Buyer shall have the same rights hereunder as described with respect to the objections to the first Title Report described in subsection 5.3 above. If Seller does not cure those matters objected to by Buyer within one business day after notice of Buyer's objection (and, if necessary, the Closing Date shall be appropriately extended until the expiration of the two business day period hereinabove provided and this one business day period), then Buyer may, in its sole and absolute discretion, elect either of the remedies set forth in subsection 5.3 above; provided, however, that, notwithstanding anything in this Agreement to the contrary, Buyer's rights and remedies shall not be limited with respect to any breach of Seller's covenant set forth in the following sentence. Seller covenants that between the Date of this Agreement and the Closing Date, it will not intentionally cause any material matter to arise or be imposed upon the Civic Center Open Space Property affecting title thereto.

6. Title Insurance. Buyer's obligation to close the Escrow is conditioned upon the commitment of Escrow Agent, or its affiliated title insurer, to issue to Buyer, at or promptly following the Closing, an ALTA extended coverage owner's policy of title insurance insuring title to the Civic Center Open Space Property in Buyer in the amount of the Purchase Price, the policy to be subject only to the usual printed exceptions, conditions and stipulations in the form of policy and matters affecting title shown on such Title Report not objected to by Buyer in accordance with Section 5 hereof. The premium for an extended coverage owner's policy shall be payable by the Seller. Seller and Buyer agree to use commercially reasonable efforts to comply with all

reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the other Party within ten days after delivery of such Title Report, either Buyer or Seller reasonably determines should more properly be shown in the exceptions to title portion of such Title Report).

7. Conveyancing and Closing Documents.

7.1 By Seller. On the Closing Date Seller shall deliver to Buyer:

A. A special warranty deed, in the form attached hereto as Exhibit B, conveying to Buyer title to the Civic Center Open Space Property (the “Deed”).

B. If applicable, a sworn affidavit, in the form attached hereto as Exhibit C and incorporated herein by reference, stating under penalty of perjury that Seller is not a “foreign person” as such term is defined in Section 1445(f)(3) of the Code. In the event the Parties determine that such sworn affidavit is required for Closing and Seller does not furnish same, Buyer may withhold (or direct Escrow Agent to withhold) from the funds due to Seller at the Closing, an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

7.2 By Escrow Agent. On the Closing Date Escrow Agent shall:

A. Record or file, as appropriate, the Deed.

B. Deliver the title insurance policy, as set forth in Section 6 of this Agreement, to the Buyer.

C. Provide each Party with a complete set of closing documents as they become available to Escrow Agent.

8. Tests.

8.1 General Tests. Buyer, its agents and designees, shall have the right to enter upon the Civic Center Open Space Property at all reasonable times prior to the Closing Date, for the purposes of inspecting the Civic Center Open Space Property and making and obtaining drainage, environmental, soil and engineering tests, and performing other tests, studies or inspections desired by Buyer. However, Buyer may not enter the Property without giving Seller advance written notice of what tests, studies or analyses Buyer intends to have performed and when and where such tests, studies or analyses will be performed. Seller shall have the right to have a representative present for all such activities. In addition to the foregoing, prior to entering the Property, Buyer shall provide to Seller proof of insurance satisfactory to Seller that Buyer has in effect, at all times when Buyer is authorized to come on the Property, commercial general liability insurance in a minimum amount of \$2,000,000, combined single limit per occurrence, insuring Buyer against claims for personal injury, death, and property damage or destruction. Seller shall be named as an additional insured on such policy. Buyer agrees, to the

extent permitted by law, to indemnify, defend and hold harmless Seller for, from and against all claims, liabilities and damages, including attorneys' fees, for personal injury, physical damage to property or mechanics' or materialmen's liens which may be asserted against Seller as a result of Buyer's entry onto the Civic Center Open Space Property and inspection or testing thereof. Buyer shall, after its entry and testing, restore the Civic Center Open Space Property to substantially the same condition that existed prior to such entry and testing.

8.2 Environmental Site Assessment. In connection with this Agreement Buyer has, at its sole expense, caused a Phase I Environmental Site Assessment (the "Phase I") to be conducted by Western Technologies, Inc., for the purpose of testing and analysis of the Civic Center Open Space Property to determine the nature and extent of the existence of any Hazardous Substances (defined below), if any, present on, at or under the Civic Center Open Space Property. Buyer shall deliver to Seller and Escrow Agent a copy of the Phase I report.

9. No Alterations to Civic Center Open Space Property. Seller shall make no modifications or alterations to the Civic Center Open Space Property between the Date of this Agreement and the Closing Date, without the prior written consent of Buyer. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Civic Center Open Space Property that have not been fully paid, and Seller shall cause to be discharged or bonded in accordance with law any mechanics' or materialmen's liens arising from any labor or material furnished prior to the Closing Date.

10. Representations of Seller. Seller represents and warrants to, and covenants with Buyer that (and where conditioned by "best of Seller's knowledge," such condition shall mean to Seller's reasonable knowledge acting as land owner/landlord of the Civic Center Open Space Property relating to conditions existing from and after the date Seller acquired the Civic Center Open Space Property until the Closing Date):

10.1 Seller's Ownership. Seller owns fee simple title to the Civic Center Open Space Property. Seller has full authority to sell the Civic Center Open Space Property pursuant to the terms of this Agreement. As of the Closing Date, the Civic Center Open Space Property will not be subject to any unrecorded mortgages, liens, financing statements or encumbrances.

10.2 No Claims. To the best of Seller's knowledge, there are no pending or threatened claims or litigation affecting the Civic Center Open Space Property. If Seller becomes aware of any of the foregoing after the Date of this Agreement (whether arising before or after the Date of this Agreement), but prior to the Closing Date, Seller shall give prompt written notice thereof to Buyer prior to the Closing Date.

10.3 No Violations. To the best of Seller's knowledge, there is no violation of any laws, ordinances, rules or regulations with respect to the Civic Center Open Space Property, no default exists under any covenant, condition, restriction or easement applicable to the Civic Center Open Space Property and Seller has not received notice from any governmental or other agency of any violation of any laws or ordinances with respect

to the Civic Center Open Space Property. If Seller becomes aware of any of the foregoing after the Date of this Agreement (whether arising before or after the Date of this Agreement), but prior to the Closing Date, Seller shall give prompt notice thereof to Buyer prior to the Closing Date.

10.4 Authorized Person. The person executing this Agreement on behalf of Seller is duly authorized to do so and thereby bind Seller hereto.

10.5 Valid Authority. Seller is a corporation, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Seller to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Seller have been duly and validly authorized, and upon execution and delivery by Seller will constitute the valid and binding obligations of Seller in accordance with their terms.

10.6 No Special Assessment. Seller has received no written notice that there are any special assessment actions being contemplated by any governmental authority.

10.7 No Hazardous Substances. To the best of Seller's knowledge, subject to any matters set forth in the Phase I, no portion of the Civic Center Open Space Property is being used or has been used at any previous time for the treatment, storage, disposal, or processing of hazardous wastes, hazardous substances, toxic substances or hazardous materials, infectious or medical waste, radioactive waste or sewer sludges (collectively the "Hazardous Substances"), as such terms are defined in the Resource Conservation and Recovery Act, as amended; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act, as amended; the Clean Air Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; and similar state, county and local laws, ordinances and regulations, except for pesticides and other chemicals that may have been used in the ordinary course of farming operations. To the best of Seller's knowledge, there are no ongoing requirements or orders of any department of environmental resources or similar government agency for environmental cleanup with respect to the Civic Center Open Space Property.

10.8 No Underground Tanks. To the best of Seller's knowledge, subject to any matters set forth in the Phase I, the Civic Center Open Space Property does not contain and has never contained any underground storage tanks containing petroleum products or wastes or other hazardous substances regulated by 40 C.F.R. § 280 and/or other applicable, federal, state or local laws, rules and regulations and requirements.

10.9 No Soil Remediation. To the best of Seller's knowledge, the Civic Center Open Space Property has never been subject to soil remediation conducted pursuant to ARIZ. REV. STAT. § 49-151, *et seq.*, and written notice pursuant to ARIZ. REV. STAT. § 33-434.01 is not required.

10.10 No Wetlands. Seller has received no written notice that the Civic Center Open Space Property contains any areas which could be characterized as disturbed,



undisturbed or man made wetlands pursuant to federal, state or local laws, regulations, rules or procedural manuals or as “waters of the United States” pursuant to the Clean Water Act, as amended, or rules or regulations pursuant thereto, whether such characterization reflects current conditions or historic conditions which have been altered without the necessary permits or approvals. Except to the extent Seller gives Buyer notice as hereinbelow provided, Seller represents and warrants to, and covenants with, Buyer that the foregoing representations and warranties will be true and correct as of the Closing Date. Seller agrees to take no voluntary and intentional actions or omissions to act that would cause any of its representations, warranties or covenants in this Agreement to become untrue. Except for matters known to Buyer prior to the Closing Date, in the event (A) any material representation, warranty or covenant was known by Seller to be untrue or misleading when made by Seller or (B) such material representation, warranty or covenant becomes untrue because of Seller’s voluntary and intentional actions or omissions, then Buyer may, in its sole and absolute discretion and without obligation to do so, and as its sole remedy, cancel this Agreement, in which event this Agreement and the applicable Escrow shall automatically terminate and neither Party shall thereafter have any further obligations or liability under this Agreement except as herein expressly provided for otherwise.

11. Conditions to Buyer’s Obligation to Close. The obligation of Buyer to purchase the Civic Center Open Space Property from Seller is conditioned upon and subject to the satisfaction (unless waived in writing by Buyer in Buyer’s sole and absolute discretion) of each of the following conditions on or before the Closing Date:

11.1 Seller Representations True and Correct. The representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the Date of this Agreement and on and as of the Closing Date (where applicable), as if made on and as of the Closing Date.

11.2 Seller Performance. Seller shall have performed and complied with all agreements and conditions contained herein required to be performed or complied with by it prior to or at the Closing Date.

11.3 Seller Deposit of Documents. Seller shall have deposited in Escrow or delivered to Buyer the documents required of Seller pursuant to this Agreement.

11.4 Escrow Agent Commitment. Escrow Agent (or its title insurance affiliate, if appropriate) shall have committed to issue to Buyer at or promptly after the Closing Date, the title insurance policy required under this Agreement.

11.5 Buyer Satisfaction with results of Tests. In connection with this Agreement, Buyer has completed the Phase I and shall have completed such other of the Tests set forth in Section 8 above as Buyer deems reasonably necessary and all matters related thereto have been resolved to its satisfaction. If any of the conditions described in this Section 11 are not satisfied, Buyer, in its sole discretion, may (i) cancel this Agreement by notice to Seller and Escrow Agent, whereupon this Agreement and the Escrow shall be terminated

or (ii) waive Seller's compliance with the condition and close the applicable Escrow subject thereto.

12. Representations of Buyer. Buyer represents and warrants to, and covenants with Seller that:

12.1 Authorized Person. The person executing this Agreement on behalf of Buyer is duly authorized to do so and thereby bind Buyer hereto. Within five days of the Date of this Agreement, Buyer shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all closing documents.

12.2 Valid Authority. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Buyer to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Buyer have been duly and validly authorized, and upon execution and delivery by Buyer will constitute the valid and binding obligations of Buyer in accordance with their terms.

13. Conditions to Seller's Obligation to Close. The obligation of Seller to sell the Civic Center Open Space Property to Buyer pursuant hereto is conditioned upon and subject to the satisfaction (unless waived in writing by Seller) of each of the following conditions on or before the Closing:

13.1 Buyer Representations True and Correct. The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the opening of the applicable Escrow and on and as of the Closing Date, as if made on and as of the date of the Closing.

13.2 Buyer Performance. Buyer shall have substantially performed fully and complied with all material agreements and conditions herein required to be performed or complied with by it prior to or at the Closing Date. If any of the conditions described in this Section 13 are not satisfied, Seller, in its sole discretion, may (i) cancel this Agreement by notice to Buyer and Escrow Agent, whereupon this Agreement and the Escrow shall be terminated automatically, the Earnest Money shall be delivered to the Seller, and neither Party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise or (ii) waive Buyer's compliance with the condition and close the applicable Escrow subject thereto.

14. Seller's Remedies. Except as otherwise expressly provided in this Agreement, if Buyer defaults under this Agreement, Seller's sole and exclusive right and remedy shall be to seek and enforce specific performance of Buyer's obligations hereunder.

15. Buyer's Remedies. If an Escrow hereunder fails to close because of a breach by the Seller, Buyer's sole and exclusive right and remedy shall be to cancel this Agreement and elect

to pursue (i) specific performance of Seller's obligations hereunder or (ii) damages not to exceed \$5,000 in addition to the return of Buyer's earnest money deposit.

16. Cure. If either Party fails to perform as required by this Agreement, such failure shall not be deemed a default until three days after the receipt of written notice thereof by the non-performing Party; if such non-performance is cured within such three-day period, no default shall be deemed to have occurred.

17. Eminent Domain. In the event that, prior to the Closing Date, any of the Civic Center Open Space Property is taken by the power of condemnation or eminent domain, or in the event notice is given by any governmental authority of, or an action is commenced with respect to, the taking of any part of the Civic Center Open Space Property by the power of condemnation or eminent domain, Seller shall give immediate written notice thereof to Buyer. Buyer may, in its sole discretion and within 20 days after receipt of such notice from Seller or prior to the Closing Date, as applicable, whichever period is shorter, elect to terminate this Agreement by written notice of such election to Seller and Escrow Agent. In the event Buyer elects to cancel this Agreement, neither Party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise. If Buyer does not elect to so cancel this Agreement, all condemnation awards relating to the Civic Center Open Space Property and rights thereto are hereby assigned to Buyer and shall be paid to Buyer.

18. Risk of Loss. Prior to the Closing Date, the risk of loss resulting from any cause, including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement shall be that of Seller. Seller shall keep the Civic Center Open Space Property insured against casualty until Closing under its existing insurance policies or replacement policies with the same coverage existing as of the Date of this Agreement. If, at any time prior to a successful closing, the improvements on the Civic Center Open Space Property are destroyed or materially damaged, the Parties shall close the applicable Escrow, in which event all insurance proceeds from Seller's insurance are hereby assigned to Buyer and shall be paid to Buyer within ten days of a demand therefore.

19. Broker's Commissions. Each Party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other Party in connection with this transaction as a result of the act of the Party so warranting. Further, to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party for, from and against any claims by third parties made as a result of the act of the Party so representing, for real estate or brokerage commissions in connection with the transactions provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. In any event, no commission shall be earned until the transactions contemplated by this Agreement are actually consummated.

20. General Provisions.

20.1 Further Instruments. Each Party, promptly upon the request of the other, shall execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

20.2 Assignment. Either Party may assign or transfer its rights, duties and obligations under this Agreement only with the prior written consent of the other Party, which consent may be withheld for any reason or for no reason. Any such transfer or assignment shall be subject to the terms of this Agreement.

20.3 Successors and Assigns. Except as otherwise provided herein, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the Parties and their heirs, permitted successors and assigns.

20.4 Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the Parties.

20.5 Modification of Agreement. No modification of this Agreement shall be effective unless in writing and signed by the Parties hereto.

20.6 Waiver. The waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

20.7 Survival. All agreements, representations and warranties made in this Agreement shall survive the Closing or earlier termination of this Agreement for a period of 365 days.

20.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

20.9 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

20.10 Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20.11 No Third Party Beneficiary. None of the terms or provisions of this Agreement shall be deemed or construed to create any third party beneficiary rights to any person who is not a Party hereto unless expressly otherwise provided.

20.12 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to

a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to Seller: Sundt Construction, Inc.  
2620 S 55th St  
Tempe, AZ 85282  
ATTN: Kevin M Burnett  
Senior Vice President and Chief Financial Officer  
Facsimile: 480 293 3079  
Email: kmburnett@sundt.com

With a copy to: Sundt Construction, Inc  
2620 S 55th St  
Tempe, AZ 85282  
ATTN: Mr. Ronald R Stuff  
Senior Vice President and General Counsel.  
Facsimile: 480 293 3079  
Email: rrstuff@sundt.com

If to Buyer: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: City Manager  
Facsimile: 623-333-0100

With a copy to: Office of the City Attorney  
City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Michael S. Wawro, Esq.  
Facsimile:

If to Escrow Agent: Security Title Agency  
4722 N 24<sup>th</sup> St, Ste 200  
Phoenix, AZ 85016  
Attn: Victoria Smith  
Escrow Branch Manager

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the Party, (b) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a

Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

20.13 Governing Law and Venue. This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or judicial proceeding instituted by any Party relating to this Agreement shall be instituted in the state or federal courts of the State of Arizona.

20.14 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or the breach thereof, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover its costs and expenses, including without limitation, reasonable attorneys' fees, expert witness fees and investigators' fees, which shall be determined by the court if the matter is litigated or otherwise in a separate action brought for that purpose.

20.15 Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

20.16 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance be determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

20.17 Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

20.18 Cancellation. This Agreement may be cancelled by the Buyer pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first written above.

**"Seller"**

SUNDT CONSTRUCTION, INC., an Arizona corporation

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

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



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

STATE OF ARIZONA       )  
                                          ) ss.  
COUNTY OF MARICOPA   )

This instrument was acknowledged before me on \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of SUNDT CONSTRUCTION,  
INC., an Arizona corporation, on behalf of the corporation.

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

My Commission Expires:

\_\_\_\_\_

**“Buyer”**

CITY OF AVONDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Charles A. Montoya, City Manager

ATTEST:

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

STATE OF ARIZONA       )  
                                          ) ss.  
COUNTY OF MARICOPA   )

This instrument was acknowledged before me on \_\_\_\_\_, 2019,  
by Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal  
corporation, on behalf of the City of Avondale.

My Commission Expires:

---

---

Notary Public in and for the State of Arizona

**“Escrow Agent”**

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

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

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

EXHIBIT A  
TO  
PURCHASE AGREEMENT  
BETWEEN  
SUNDT CONSTRUCTION, INC.  
AND  
THE CITY OF AVONDALE

[Legal description]

See following pages.

EXHIBIT B  
TO  
PURCHASE AGREEMENT  
BETWEEN  
SUNDT CONSTRUCTION, INC.  
AND  
THE CITY OF AVONDALE

[Special Warranty Deed]

See following pages.

When Recorded Mail To:

City Clerk  
City of Avondale  
11465 West Civic Center Drive, Suite 200  
Avondale, Arizona 85323

---

**SPECIAL WARRANTY DEED**

For and in consideration of Ten and No/100 Dollars (\$10.00), and other valuable consideration, Sundt Construction, Inc., an Arizona corporation (“Grantor”), does hereby convey to the City of Avondale, an Arizona municipal corporation (“Grantee”), certain real property located in Maricopa County, Arizona, and more particularly described on the attached Exhibit “1”.

SUBJECT TO all matters of record and all matters that would be shown by a correct survey or a visual inspection of said real property.

And the Grantor binds itself and its successors to warrant the title as against its own acts, and none other, subject to the matters above set forth. No other covenants and warranties, express or implied, are given by this Special Warranty Deed.

DATED: \_\_\_\_\_, 2019.



## “GRANTOR”

SUNCOR DEVELOPMENT  
CORPORATION, an Arizona corporation

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

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

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

[illegible]

This instrument was acknowledged before me on \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of SUNDT  
CONSTRUCTION, INC., an Arizona corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

---

EXHIBIT 1  
TO  
SPECIAL WARRANTY DEED  
BETWEEN  
SUNDT CONSTRUCTION, INC.  
AND  
THE CITY OF AVONDALE

[Legal Description]

See following page.

EXHIBIT C  
TO  
PURCHASE AND SALE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
SUNDT CONSTRUCTION, INC.

[Non-foreign Person Affidavit]

See following page.

## NON-FOREIGN PERSON AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the City of Avondale, an Arizona municipal corporation ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certify the following on behalf of Sundt Construction, Inc., an Arizona corporation ("Transferor"):

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Income Tax Regulations;
3. Transferor's U.S. employer identification number is 86-0199785; and
4. The office address for Transferor is 1501 West Fountainhead Parkway, Suite 600, Tempe, Arizona 85282

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury, Transferor declares that it has examined this certification and to the best of its knowledge and belief it is true, correct, and complete. Transferor further declares that the person(s) signing below has authority to sign this document on behalf of Transferor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

OWNER:

Sundt Construction, Inc., an Arizona corporation

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

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

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of Sundt Construction, Inc., an Arizona corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

(Seal and Expiration Date)

**CITY COUNCIL REPORT**

---

**SUBJECT:** Public Hearing - Ordinance 1708-1019 Avondale Boulevard and Lower Buckeye Road Right-of-Way Annexation

**MEETING DATE:** 10/28/2019

---

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

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

**PURPOSE:**

City Council will hold a public hearing and consider a City-initiated request to adopt Ordinance 1708-1019 annexing approximately 9.32 acres of right-of-way generally located along Avondale Boulevard from the street center line of Lower Buckeye Road to approximately 1,320 feet north of Broadway Road and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

The right-of-way subject to this annexation request includes two (2) parcels (Exhibit B):

- 33' X 103'
- 3908.06' X 103'

There is a 25' gap between the two parcels, that was previously annexed into Avondale in 1976 (Exhibit C), shown as a 25' exception in Exhibit B. The right-of-way subject to this request includes an SRP irrigation channel which runs along the east side of Avondale Boulevard.

The right-of-way is adjacent to vacant land on the west which is a proposed project called Hermosa Ranch. Hermosa Ranch is a planned community totaling 318 acres with 1,125 proposed residential lots, anticipated to be proceeding through the Rezoning and General Plan Amendment process in early 2020. To the east, there are single-family residences and vacant land under the jurisdiction of Maricopa County. To the south is a planned community called Alamar, totaling 1,128 acres with 3,695 proposed residences, currently under construction. Single-family residences and vacant land under the jurisdiction of Maricopa County also exist to the south. To the north are the completed subdivisions Del Rio Ranch and Durango Park, both located in the City of Avondale.

The annexation will allow the City to control the future traffic signal at Avondale Boulevard and Lower Buckeye Road. It will also allow the City to approve the future locations of new street intersections to Avondale Boulevard adjacent to Hermosa Ranch and the vacant parcel on the east side of Avondale Boulevard. Following annexation, the City will assume maintenance responsibilities for this public right-of-way.

**DISCUSSION:**

**STRATEGIC PLAN:**

INITIATIVE: Foster sustainable community development

STRATEGIC GOAL: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities.

**BUDGET IMPACT:**

No budget impacts.

**RECOMMENDATION:**

City Council should conduct a public hearing and adopt the Ordinance annexing two (2) parcels of right-of-way along Avondale Boulevard.



## Vicinity Map



Subject Property





May 20, 2019

LEGAL DESCRIPTION FOR  
HERMOSA RANCH  
RIGHT-OF-WAY ANNEXATION PARCEL

The East 33.00 feet of the Northeast Quarter and the East 33.00 feet of the North Half of the Southeast Quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

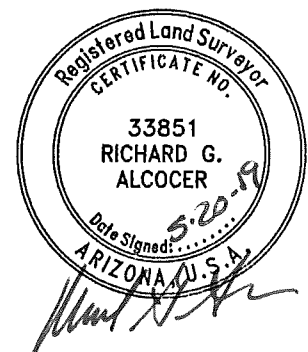
Except the South 25.00 feet of the North 58.00 feet of the East 33.00 feet of the Northeast Quarter of said Section 24;

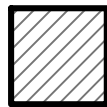
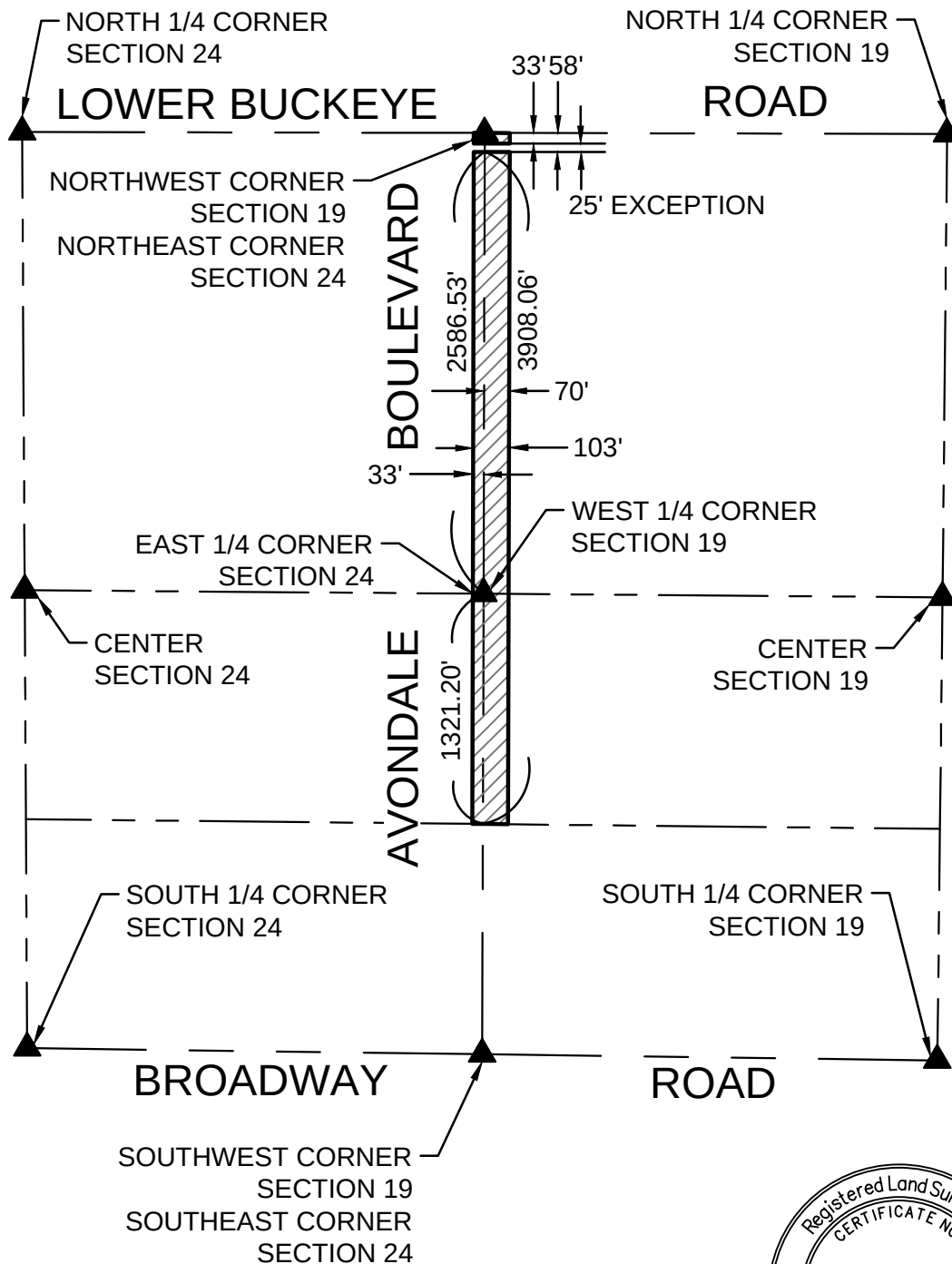
And

The West 70.00 feet of the Northwest Quarter and the West 70.00 feet of the North Half of the Southwest Quarter of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

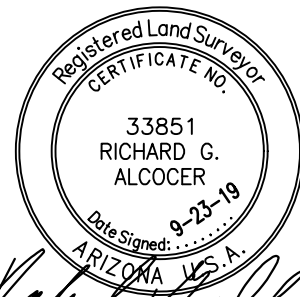
Except the South 25.00 feet of the North 58.00 feet of the West 70.00 feet of the Northwest Quarter of said Section 19.

Containing 408,918 Square Feet or 9.319 Acres, more or less.





= ANNEXATION PARCEL



*Richard G. Alcocer*

SCALE 1" = 1000'

EXHIBIT

4550 North 12th Street  
Phoenix, Arizona 85014  
Phone 602-264-6831  
<http://www.cvlci.com>

# HERMOSA RANCH

## RIGHT-OF-WAY

### ANNEXATION PARCEL



1 OF 1

COPY

ORDINANCE NO. 240

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF AVONDALE.

WHEREAS, a petition has been presented in writing to the Mayor and Council of the City of Avondale, Arizona, signed by the owners of more than one-half in value of the real and personal property as would be subject to taxation by the City of Avondale in the event of annexation within the territory and land herein-after described as shown by the last assessment of said property, which said territory is contiguous to the City of Avondale, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Avondale, and to extend and increase the corporate limits of the City of Avondale so as to embrace the same; and

WHEREAS, the Mayor and Council of the City of Avondale, Arizona, are desirous of complying with said petition and extending and increasing the corporate limits of the City of Avondale to include said territory; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Avondale, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no additions or alterations increasing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and

STATE OF ARIZONA }  
County of Maricopa } ss  
I hereby certify that the within instrument was filed and recorded at request of  
*City of Avondale*  
AUG 18 1976 - 11 20  
in Docket 11815  
on page 870  
Witness my hand and official seal the day and year aforesaid.  
*Tom Trezone*  
County Recorder  
By *[Signature]* Deputy Recorder

WHEREAS, certain portions of the territory sought to be annexed have been deleted by the said Mayor and Council, and, therefore, the territory sought to be annexed has been reduced in area to the territory hereinafter described; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Avondale, Arizona, together with the original petition referred to herein,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AS FOLLOWS:

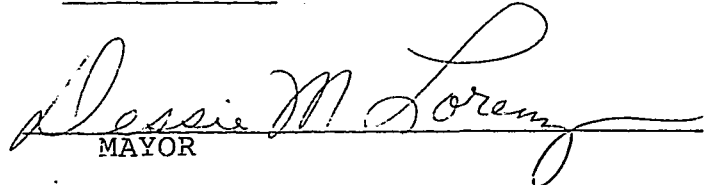
Section 1. That the following described territory be, and the same hereby is, annexed to the City of Avondale, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City limits, to-wit:

SEE ATTACHED: EXHIBIT "A", LEGAL DESCRIPTION

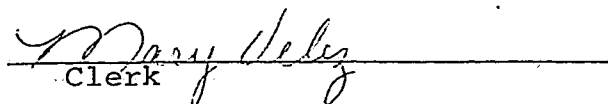
Section 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Avondale, certified by the Mayor of said City, be forthwith filed and recorded in the office of the County Recorder of Maricopa County, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Avondale, Arizona, this 2nd day of August, 1976.

APPROVED this 2nd day of August, 1976.

  
MAYOR

ATTEST:

  
Clerk

APPROVED AS TO FORM:

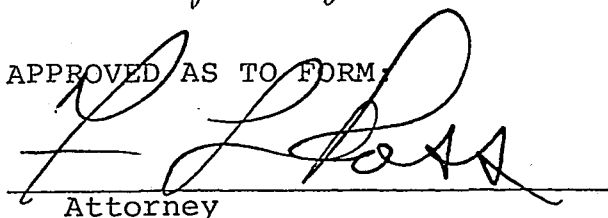
  
Attorney

EXHIBIT "A"

ORDINANCE NO. 240

CITY OF AVONDALE

DESCRIPTION FOR ANNEXATION

Those portions of Sections 13, 14, 15, 22, 24, 25, 27, 34, 35 and 36, T.1 N., R.1 W.; Sections 19 and 30, T.1 N., R.1 E.; and Section 1, T.1 S., R.1 W.; G&SRB&M, Maricopa County, Arizona; being more particularly described as follows, to include:

The West 25 feet of the East 65 feet of Section 13; Except the North 33 feet thereof. That part of the NE 1/4 NE 1/4 of Section 13 described as follows: Beginning 16 feet North of the SE Corner of Lot 18, Block 12, Littleton Tract (Abandoned); thence North 184 feet; thence East to a point on a line 40 feet West of the East line of Section 13; thence North to a point 60 feet North and 7 feet West of the SE Corner of Lot 1, Block 1; thence Northwesterly to the NW Corner of Lot 1, Block 1; thence West to a point 82.5 feet East of the NW Corner of Block 2; thence South to a point 16 feet North and 82.5 feet East of the SW Corner of Block 11; thence East to the Point of Beginning. The South 25 feet of the North 58 feet of Section 13; Except the West 2637.5 feet thereof; and Except the East 40 feet thereof. That part of Section 13 (Littleton Tract Abandoned) described as follows: Commencing at the NW Corner of said Section; thence Easterly along the North Section line 2637.5 feet; thence Southerly along the center line of an abandoned road 33 feet to the True Point of Beginning; thence Southerly along said center line 2709.7 feet; thence Westerly along the South right-of-way line of a 60 foot road 2645.5 feet M/L to the West line of Section 13; thence Southerly along said West line 25 feet; thence Easterly, 25 feet South of and parallel to the South right-of-way line of said 60 foot road, 2670.5 feet; thence Northerly, 25 feet East of and parallel to the center line of said abandoned road, 2734.7 feet; thence Westerly 25 feet to the True Point of Beginning.

The South 25 feet of the East 33 feet of the North 2819.4 feet of Section 14. The West 25 feet of the East 58 feet of the North 2819.4 feet of Section 14; Except the North 344.87 feet thereof. That part of the NE 1/4 of Section 14 described as follows: Commencing at the NE Corner of said Section; thence S. 0° 02' W. along the East line of said Section, 64.90 feet; thence S. 89° 41' W., 33 feet; thence S. 0° 02' W., 279.97 feet to the True Point of Beginning; thence N. 87° 36' W., 472.89 feet; thence S. 7° 49' W., 84 feet; thence N. 87° 36' W., 22.50 feet; thence N. 7° 49' E., 275.88 feet; thence S. 85° 41' W., 190.50 feet; thence S. 4° 19' E., 269.72 feet; thence S. 85° 41' W., 491.58 feet; thence S. 2° 26' 30" E., 300.16 feet; thence N. 85° 41' E., 633.91 feet; thence N. 4° 19' W., 275.46 feet; thence S. 87° 36' E., 42.30 feet; thence N. 7° 49' E., 84 feet; thence S. 87° 36' E., 448 feet M/L to a point which lies 33 feet West of the East Section line; thence N. 0° 02' E., 25 feet to the True Point of Beginning; Except that portion as described in Docket 9457/427.

The SE 1/4 SE 1/4 of Section 15; Except the SW 1/4 SE 1/4 SE 1/4 thereof; Except the West 12.5 feet thereof; Except the East 40 feet thereof; and Except the East 635 feet of the South 33 feet of the East 660 feet of the S 1/2 SE 1/4 SE 1/4 thereof. The S 1/2 S 1/2 NE 1/4 SE 1/4 of Section 15; Except the West 150 feet thereof; and Except the East 40 feet thereof.

That part of the NE 1/4 of Section 22 described as follows: Commencing at the NW Corner of the NE 1/4 NE 1/4 of said Section; thence East (assumed bearing) along the North line of said Section, 660 feet to the True Point of Beginning; thence South, 433.0 feet; thence S. 41° 11' 10" W., 1063.02 feet; thence North, 1200.0 feet; thence West, 25 feet; thence South, 1266.54 feet; thence N. 41° 11' 10" E., 1138.95 feet; thence North 442.39 feet; thence West, 25 feet to the True Point of Beginning. The South 25 feet of the North 58 feet of the NW 1/4 NE 1/4 of Section 22; Except the East 65 feet thereof. The South 25 feet of the North 58 feet of the NW 1/4 of Section 22; Except the West 40 feet thereof. The East 25 feet of the West 65 feet of Section 22; Except the North 33 feet thereof. The South 150 feet of the West 264 feet of the NW 1/4 NW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof. The South 100 feet of the West 433 feet of the S 1/2 S 1/2 NW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof. The East 493 feet of the West 533 feet of the N 1/2 N 1/2 SW 1/4 SW 1/4 of Section 22; Except the South 30 feet thereof. The S 1/2 N 1/2 SW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof; and Except the North 20 feet of the West 1033 feet thereof. The N 1/2 S 1/2 SW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof.

The East 65 feet of the North 58 feet of Section 24; Except the East 40 feet of the North 33 feet thereof.

The East 58 feet of the South 58 feet of Section 25; Except the East 33 feet of the South 33 feet thereof.

The East 25 feet of the West 65 feet of Section 27.

The East 25 feet of the West 65 feet of Section 34; Except the South 40 feet thereof. The North 25 feet of the South 65 feet of Section 34; Except the West 40 feet thereof.

The North 25 feet of the South 65 feet of Section 35.

The West 25 feet of the South 65 feet of Section 36. The West 25 feet of the East 58 feet of Section 36. The East 33 feet of the South 25 feet of Section 36.

The South 25 feet of the North 58 feet of Section 19; Except the East 33 feet thereof. The West 25 feet of the East 58 feet of Section 19; Except the North 33 feet thereof.

The West 25 feet of the East 58 feet of Section 30; Except the South 33 feet thereof. The North 25 feet of the South 58 feet of Section 30; Except the East 33 feet thereof.

The West 25 feet, the South 25 feet, and the East 25 feet of the North 1/2 of Section 1.

Prepared By:

Robert L. Norton  
JOHANNESSEN & GIRARD  
Consulting Engineers, Inc.  
6611 North Black Canyon Hwy.  
Phoenix, Arizona 85015

July 19, 1976

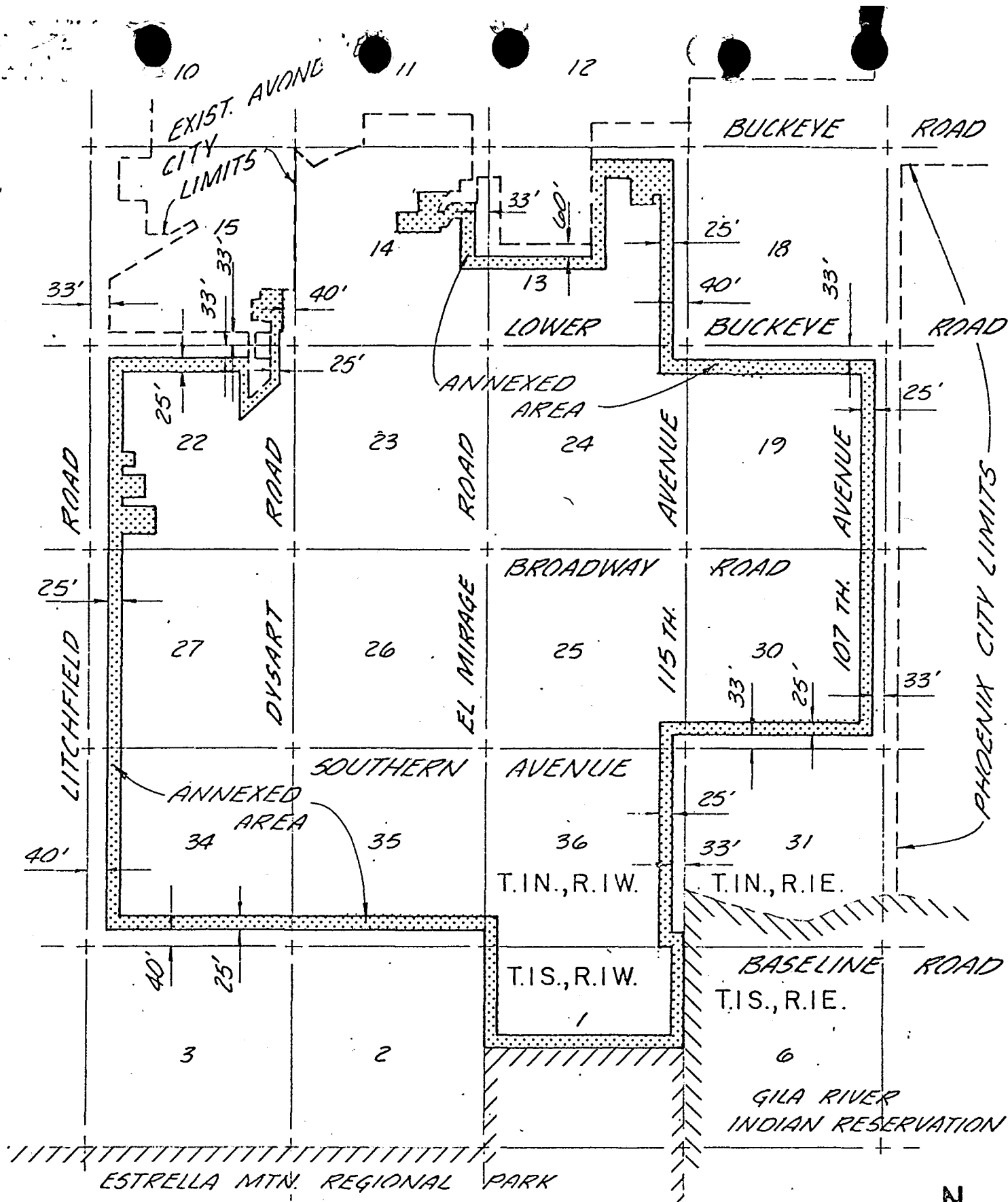


I, DESSIE M. LÖRENZ, Mayor of the City of Avondale, Arizona,  
do hereby certify that the foregoing map is a true and correct map  
of the territory annexed under and by virtue of the petition of  
the real and personal property owners in the said territory and by  
Ordinance No. 240, annexing the territory described in Ordinance  
No. 240 and as shown on said map as a part of the territory to be  
included within the corporate limits of the City of Avondale,  
Arizona.

Debbie M. Lorenz  
MAYOR

ATTEST:

Mary Selig  
CLERK

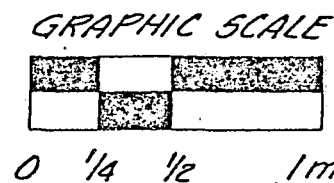


WE HEREBY CERTIFY that this is an accurate plat of territory annexed to the City of Avondale, Arizona by Ordinance No. 240

Dessie M. Loreim Aug 3-76  
Mayor Date

Mary Deloz Aug 3-76  
Clerk Date

ANNEXATION PLAT  
CITY OF AVONDALE, ARIZONA



## **ORDINANCE NO. 1708-1019**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING THE CORPORATE BOUNDARIES OF THE CITY OF AVONDALE BY ANNEXING THERETO COUNTY RIGHT-OF-WAY GENERALLY LOCATED ALONG AVONDALE BOULEVARD, SOUTH OF LOWER BUCKEYE ROAD.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to extend the corporate boundaries of the City of Avondale (the “City”); and

**WHEREAS**, ARIZ. REV. STAT. § 9-471(N) allows for the annexation of county right-of-way containing no taxable real property into an adjacent city if the property to be annexed is adjacent to the corporate boundaries of the City for the entire length of the annexation and if the City and Maricopa County each approve the proposed annexation as a published agenda item at a regular public meeting of their governing bodies; and

**WHEREAS**, the property proposed for annexation (i) consists entirely of Maricopa County right-of-way, containing no taxable real property and (ii) is adjacent to the City for its entire length; and

**WHEREAS**, this Ordinance has been duly posted as an agenda item at a regular meeting of the City Council.

**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 parcel of land in Maricopa County, Arizona, generally located along Avondale Boulevard south of Lower Buckeye, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference (the “Annexation Area”), is hereby annexed into the corporate boundaries of the City of Avondale, subject to approval by the Maricopa County Board of Supervisors.

SECTION 3. The (i) the City Clerk is hereby authorized and directed to file, in the Maricopa County Recorder’s Office, a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area and (ii) the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 28, 2019.

---

Kenneth N. Weise, Mayor

ATTEST:

---

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

---

Michael Wawro, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1708-1019

[Legal Description and Map of Annexation Area]

See following pages.

May 20, 2019

LEGAL DESCRIPTION FOR  
HERMOSA RANCH  
RIGHT-OF-WAY ANNEXATION PARCEL

The East 33.00 feet of the Northeast Quarter and the East 33.00 feet of the North Half of the Southeast Quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona;

Except the South 25.00 feet of the North 58.00 feet of the East 33.00 feet of the Northeast Quarter of said Section 24;

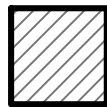
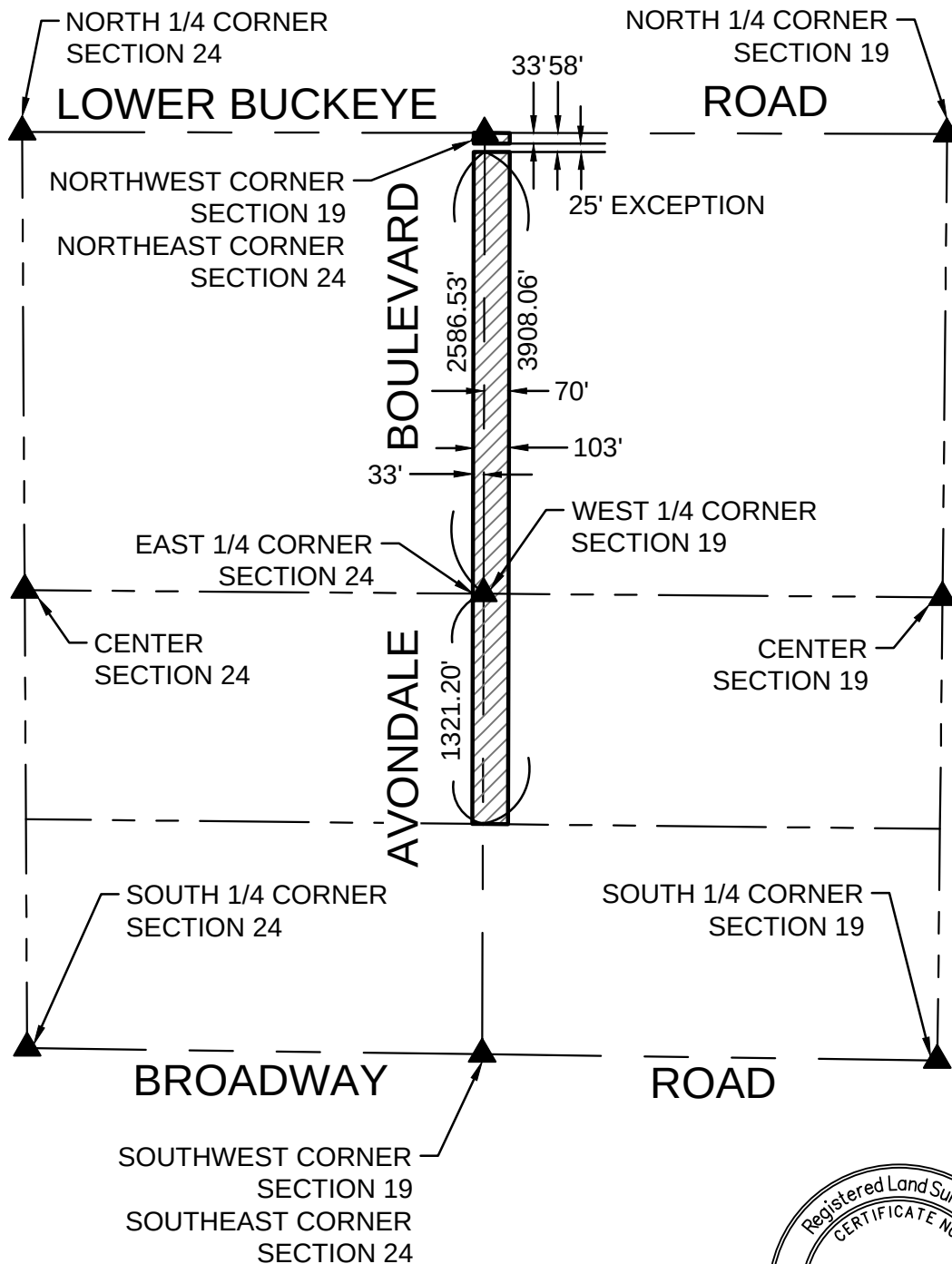
And

The West 70.00 feet of the Northwest Quarter and the West 70.00 feet of the North Half of the Southwest Quarter of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

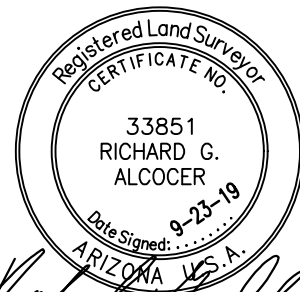
Except the South 25.00 feet of the North 58.00 feet of the West 70.00 feet of the Northwest Quarter of said Section 19.

Containing 408,918 Square Feet or 9.319 Acres, more or less.





= ANNEXATION PARCEL



*Richard G. Alcocer*

SCALE 1" = 1000'

EXHIBIT

4550 North 12th Street  
Phoenix, Arizona 85014  
Phone 602-264-6831  
<http://www.cvlci.com>

# HERMOSA RANCH

## RIGHT-OF-WAY

### ANNEXATION PARCEL



1 OF 1