CITY COUNCIL AGENDA

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

WORK SESSION
November 6, 2006
6:00 P.M.

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 WATER RECLAMATION FACILITY EXPANSION, PHASE 1 – COST REDUCTION AND FUNDING REVIEW

Staff will present the results and recommendations of the cost reduction efforts and funding alternatives associated with the Water Reclamation Facility Expansion, Phase 1 to the City Council for discussion and direction.

3 ADJOURNMENT

Respectfully submitted,

Linda M Farris

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-478-3030 at least 48 hours prior to the council meeting.

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CITY COUNCIL REPORT

SUBJECT:
Water Reclamation Facility Expansion, Phase 1 – Cost Reduction and Funding Review

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Rob Emmett

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will present the results and recommendations of the cost reduction efforts and funding alternatives associated with the Water Reclamation Facility Expansion, Phase 1 to the City Council for discussion and direction.

BACKGROUND:

On July 10, 2006, the City Council approved a contract with Damon S. Williams Associates (DSWA) to provide a final design and construction administration services for the Water Reclamation Facility (WRF) Expansion, Phase 1. Staff also reviewed proposed modifications to the preliminary design that would to reduce the cost of the required improvements. The following project goals serve as the basis of all cost reduction efforts:

- Increase plant capacity to meet future demands
- Produce an effluent suitable for recharge as a water resource
- Be a good neighbor by providing for
    - Odor control
    - Aesthetic treatments

The initial preliminary design incorporated all the recommendations of the Wastewater Treatment and Reclaimed Water Master Plan (Master Plan). The Master Plan provided recommendations to increase the treatment capacity from 4.5 million gallons per day (mgd) to 9.0 mgd and addressed the liquid and solid treatment processes, odor control, security, site development, and electrical improvements. Key improvements recommended in the Master Plan include:

- Odor control for all proposed odor-producing components and equipment.
- Influent equalization basins to reduce plant sizing downstream of the Headworks.
- Primary clarifiers to minimize waste loading on the aeration basins and to improve anaerobic digestion.
- Anaerobic digestion of solids with the ability for cogeneration of electricity to meet the base power demand at the WWTP.
- Tertiary Filtration (Disk Filters) to produce reclaimed water to meet the turbidity requirements for a Class A+ effluent.

Because the estimated construction cost of the initial preliminary design significantly exceeded the budget amount, the Project Team comprised of City staff, DSWA and PCL Civil Constructors, (the project Construction Manager at Risk), developed recommendations to reduce the estimated 50 million dollar project cost. The recommendations included:

- Adjustments to influent and primary treatment yard piping by combining uses and eliminating redundancy.

- Reduce the amount of landscaping and concentrate on improving the view corridor along Dysart Road.
- Reduce the number of anaerobic digesters from three to two and incorporate the digester complex building between the two digesters using common wall construction.
- Reduce the number of rotary drum thickeners from three to two.
- Eliminate the cogeneration facility and use the digester gas to fuel the digester boilers only.
- Reduce the number of tertiary disk filters from four to three.
- Eliminate the supplemental carbon source storage and feed facility.
- Modify the structure for chemical storage and use screen walls and a shade canopy for the tanks.
- Eliminate one of the two grit removal units and evaluate other grit removal technologies to ensure greater bidding competitiveness.
- Modify the headwork structure by reducing its height and using screen walls and a shade canopy over the influent screening assemblies.
- Eliminate the redundant odor control unit for the headworks, primary clarifier, and equalization basin and use two 2-stage odor control units. A common standby fan will be installed in this phase.
- Flat aluminum covers with extruded trusses will be installed on the equalization basin and primary clarifiers instead of the low dome covers.

The result of this effort reduced the cost by approximately five million dollars. The Project Team identified other cost reduction options and scheduled further discussions to further analyze all systems and related costs.

DISCUSSION:

The Project Team met on August 21, 2006 and September 15, 2006 to evaluate additional modifications and to discuss unit costs within the cost model. This effort recommended additional savings of approximately five million dollars resulting in a revised construction cost estimate of 39.7 million dollars. The following items were evaluated and recommended for implementation:

- Chemical storage layout has been revised to eliminate the separation walls by separating incompatible chemicals by more than the required 20 feet distance.
- The Equalization Basin design has been revised to a rectangular basin versus a circular basin. The inclusion of the sludge collection mechanism will be analyzed.
- Eliminate Tertiary Filtration – Maricopa County Environmental services Division and Arizona Department of Environmental Quality have agreed with this modification.
- Reduce the size of the Digester Complex building to a smaller footprint. The Rotary Drum Thickeners will be located in a separate building and odor control will be provided for that entire space.
- Reduce the force main size within the WRF from 36-inch to 24-inch to match the size of the reclaimed water pipeline to the recharge basins.
- Change the material of the mixed liquor return pipe within the aeration basins from stainless steel to fiberglass polymer reinforced (FRP) pipe or polyvinyl chloride (PVC) pipe.
- Use a different odor control technology, such as a bioscrubber, for the biosolid systems.
- Incorporate the primary sludge and equalization basin pump station with the rectangular equalization basin using common wall construction.
- Revise the specifications to allow consideration of alternative manufacturers for the digester covers.
- Revise influent pipe material to FRP.
- Use alternative roofing materials versus metal roof construction.
- Use a gable roof design for shade canopies.

While the cost reduction recommendations may seem severe, their implementation will retain the desired treatment processes or systems without sacrificing efficiency or effectiveness. Every effort was made to minimize the impact to future WRF expansion phases or operational costs; thereby, meeting the goal of increased capacity. Even with the elimination of the tertiary filtration system, the City will meet the second project goal and will produce an effluent water quality (Class B+) suitable for recharge. Finally, the goal of being a good neighbor is not being compromised. All odor producing components and systems are completely sealed and odor control provided. Even though the project minimizes architectural expression, entryway landscaping has been retained and architectural consideration will be incorporated into all structures to minimize an industrial look.

SCHEDULE:

To optimize PCL's mobilization and construction sequencing, the project schedule has been modified. The schedule to complete the recommended improvements is as follows:

- Long lead item specifications to PCL — December 8, 2006
- Design completion for aeration basin modifications — December 15, 2006
- Approval of GMP for Long Lead Items — December 18, 2006
- Approval of GMP for aeration basin modifications — January 15, 2007
- Complete construction of aeration basin modifications — April 1, 2007
- Approval of GMP for Final Design — July 16, 2007
- Complete construction of all improvements — August 2009
- Complete WRF commissioning and start-up — September 2009

BUDGETARY IMPACT:

Because of the increasing material, equipment, and construction costs, the cost to complete the WRF improvements and the reclaimed water pipeline exceeds the budgeted amount. As illustrated in the table below, current costs for constructing the WRF and the Reclaimed Water Pipeline exceed the budgeted amount by approximately 17.3 million dollars:

	2006-2007	**2007-2008**	**2008-2009**	**2009-2010**	**Total**
Estimated Beginning Fund Balance	0	13,520,000	320,000	(15,946,000)	
Allocated CIP Funding for WRF & Reclaimed Water Pipeline	18,320,000	13,900,000	10,000,000		42,220,000
Total	18,320,000	27,420,000	10,320,000	(15,946,000)	
Projects					
24-inch Reclaimed Water Pipeline					
Design & Construction Administration	750,000	200,000	96,000	8,000	1,054,000
Construction			12,000,000	1,000,000	13,000,000
Water Reclamation Facility Expansion, Ph 1					
Design & Construction Administration	2,250,000	1,620,000	1,330,000	293,817	5,493,817

Construction	1,800,000	25,280,000	12,840,000	80,000	40,000,000
Total	4,800,000	27,100,000	26,266,000	1,381,817	59,547,817
Estimated Ending Fund Balance	13,520,000	320,000	(15,946,000)	(17,327,817)	

To address the funding shortfall, staff's recommendation is to postpone the expansion of the main police station and reallocate $7.5M of bond proceeds from the police station expansion to the water and wastewater CIP funds; allocate the additional proceeds ($3.0M) from the FY 2006-07 MDC bond issue to the sewer fund; transfer an additional $2.0M from the dedicated sales tax fund; move the reclaimed water pipeline from the sewer fund to the water fund; and utilize existing fund balances in the water and sewer funds. The following table summarizes the proposed changes:

2006-2007 MDC issue	$3.0M
2008-09 GO Bond issue	$7.5M
FY 2007-08 cash transfer	$2.0M
Existing fund balance	$5.0M
Total	$17.5M

A draft copy of the Water and Sewer CIP funds is attached to show the net effect of the changes to the CIP funds. If staff's budget recommendations are approved by Council, these changes will be incorporated in the FY 2008-2012 CIP that will be presented to Council for consideration in the spring of 2007, and adopted in June 2007.

The benefit of the funding plan is that the water reclamation facility and the reclaimed water pipeline can begin construction with the funding in place, and will not be reliant on a future revenue source being approved by the voters. As the water reclamation facility expansion is an immediate need, staff believes that it is appropriate to delay funding the expansion of the main police station (which was scheduled for completion in FY 2010), and thereby, allows the City additional time to identify funding sources for the police station expansion.

RECOMENDATION:

Presentation of the results and recommendations of the cost reduction efforts and funding analysis for the Water Reclamation Facility Expansion, Phase 1 is for discussion and direction. If the City Council is supportive of the recommendations, staff will proceed with the design and will identify the required funding during the development of future budgets. No formal action is requested.

ATTACHMENTS:

Click to download

- Draft Water and Wastewater CIP

CITY OF AVONDALE
CIP- POLICE - FUND 308
FISCAL YEARS 2007-2011

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	Total
Resources						
Estimated Fund Balance	$ 640,750	$ 404,310	$ 878,100	$ 374,050	$ 870,660	
Revenues						
Bond Proceeds			-			-
Development Fees	364,650	364,650	364,650	365,650	364,650	1,824,250
Interest	6,610	9,140	31,300	30,960	13,120	91,130
Transfer In - Public Safety Tax	500,000	300,000	300,000	300,000	300,000	1,700,000
Transfer In - General Fund	1,200,000					1,200,000
Total Revenues	2,071,260	673,790	695,950	696,610	677,770	4,815,380
Total Resources	$2,712,010	$ 1,078,100	$ 1,574,050	$ 1,070,660	$ 1,548,430	
Projects						
PL1151 Radio System Upgrade	2,000,000			-		2,000,000
PL1161 Vehicle Storage Facility in Tolleson	190,000					190,000
PL1174 Expand Main Station			-	-		-
PL1176 Training Facility / Classroom			1,000,000			1,000,000
TR09 Transfer to Debt Service Fund	117,700	200,000	200,000	200,000	200,000	917,700
Total Projects	2,307,700	200,000	1,200,000	200,000	200,000	4,107,700
Estimated Ending Fund Balance	$ 404,310	$ 878,100	$ 374,050	$ 870,660	$ 1,348,430	

CITY OF AVONDALE
CIP-SEWER DEVELOPMENT - FUND 513
FISCAL YEARS 2007-2011

11/1/2006

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	Total
Resources						
Estimated Fund Balance	$ 23,391,341	$ 24,572,991	$ 4,466,011	$ 1,507,001	$ 6,601,071	
Revenues						
Tribal Grant	$ 1,300,000					$ 1,300,000
Transfer In - Wasterwater Operating		$ -	$ 3,000,000			$ 3,000,000
Interest	117,350	72,720	65,690	78,770	122,400	456,930
Development Fees	6,345,300	6,345,300	6,345,300	6,345,300	6,345,300	31,726,500
Bond Proceeds - Sales Tax	3,000,000	-				3,000,000
Bond Proceeds - GO	$ -	$ -	$ 4,500,000	$ -		$ 4,500,000
Transfer In- Sales Tax	150,000	1,150,000	150,000	150,000	150,000	1,750,000
Total Revenues	10,912,650	7,568,020	14,060,990	6,574,070	6,617,700	45,733,430
Total Resources	$ 34,303,991	$ 32,141,011	$ 18,527,001	$ 8,081,071	$ 13,218,771	
Projects						
SW1035 Municipal Operations Center	$ 400,000		$ -			$ 400,000
SW1001 Sewer Buy In/ Developer Reimbursed	1,326,000	250,000	250,000	250,000	250,000	$ 2,326,000
SW1047 City Wide Sewer Improvements	$ 100,000	$ 100,000	100,000	100,000	250,000	$ 650,000
SW1048 WWTP Expansion Phase II	$ 330,000			-		$ 330,000
SW1052 Sewer Collectiion Master Plan	133,000		-			$ 133,000
SW1053 Fourth Street Lift Station Odor Control	1,000,000					$ 1,000,000
SW1054 Collection System Gas Mitigation	275,000	150,000	150,000	150,000	150,000	$ 875,000
SW1088 Avondale Blvd - I-10 to McDowell Line	50,000			-		$ 50,000
SW1106 Wastewater Security Implementation	200,000	100,000	100,000	100,000	100,000	$ 600,000
SW1107 4th St Lift Station Back-up Force Main	1,600,000			-		$ 1,600,000
SW1108 10th St Lift Station Back-up Force Main	110,000	175,000	950,000	-		$ 1,235,000
SW1109 WWTP Phase II Expansion	$ 4,050,000	26,900,000	14,170,000	880,000		$ 46,000,000
SW1118 Roosevelt Street Sewer Line	157,000					$ 157,000
SW1155 Grease Waste Digester					1,750,000	$ 1,750,000
SW1175 Central Ave Sewer Line - Hill to Van Buren			1,300,000			$ 1,300,000
SW1194 WWTP Phase II Design					1,000,000	$ 1,000,000
SW1199 Manhole Rehabilitation					250,000	$ 250,000
Total Projects	9,731,000	27,675,000	17,020,000	1,480,000	3,750,000	59,656,000
Estimated Ending Fund Balance	$ 24,572,991	$ 4,466,011	$ 1,507,001	$ 6,601,071	$ 9,468,771	

CITY OF AVONDALE
CIP-WATER DEVELOPMENT - FUND 514
FISCAL YEARS 2007-2011

11/1/2006

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	Total
Resources						
Estimated Fund Balance	$ 25,740,651	$ 3,405,111	$ 11,081,961	$ 3,400,711	$ 2,906,421	
Revenues						
Development Fees	6,413,550	6,413,550	6,413,550	6,413,550	6,413,550	32,067,750
Interest	60,060	55,300	76,200	85,160	50,510	327,230
Transfer In - Water Operating	300,000	300,000	150,000			750,000
Transfer In - Sales Tax	650,000	1,650,000	650,000	650,000	650,000	4,250,000
Bond Proceeds GO			3,000,000			3,000,000
Bond Proceeds		10,000,000			6,000,000	16,000,000
Total Revenues	7,423,610	18,418,850	10,289,750	7,148,710	13,114,060	56,394,980
Total Resources	$ 33,164,261	$ 21,823,961	$ 21,371,711	$ 10,549,421	$ 16,020,481	
Projects						
PW1035 Municipal Operations Center	1,426,750					1,426,750
reclaimed water line	750,000	200,000	12,096,000	1,008,000		14,054,000
WA1017 Central Ave - Lower Buckeye to Western	1,160,830					1,160,830
WA1056 NAUSP Recharge Site	400,000					400,000
WA1057 Garden Lakes Water Improvements	465,000	150,000	150,000	150,000	150,000	1,065,000
WA1058 South Avondale Water Improvements	608,190	175,000	175,000	175,000	175,000	1,308,190
WA1061 Water System Security Implementation	397,000	200,000	200,000	200,000	200,000	1,197,000
WA1062 Northeast Transmission Line - 119th to 107th Avenue	36,680		-			36,680
WA1065 Lower Buckeye Road Water Line	1,505,330					1,505,330
WA1067 Northeast Area Well	2,176,960					2,176,960
WA1068 Well Head Treatment	2,344,240					2,344,240
WA1069 Glen Arm Farms Service Line Replacement	156,410					156,410
WA1073 Baker Well at 119th and Encanto	1,279,020					1,279,020
WA1074 Well #20 at El Mirage/Indian School	359,600					359,600
WA1076 Coldwater Springs Reservoir & Booster	38,160					38,160
WA1077 Southeast Area Reservoir & Booster	4,952,100					4,952,100
WA1078 Water Oversize Buy-Ins/ Dev. Reimbursement	1,915,180	250,000	250,000	250,000	250,000	2,915,180
WA1080 Recharge Distribution System	12,000					12,000
WA1081 Central Arizona Project water purchase	400,000	400,000	400,000	400,000	400,000	2,000,000
WA1084 Exploratory Boring & Well Production Evaluation	491,550			-		491,550
WA1086 Arsenic Treatment for North Wells (6,7 & 20)	2,185,730					2,185,730
WA1089 Van Buren 16" Transmission Line	150,000		-	-	-	150,000
WA1090 AG Well - South of I-10/East of Agua Fria		700,000	900,000			1,600,000
WA1098 Dysart Road Waterline - Van Buren to Western	2,315,510			-		2,315,510
WA1099 Additional Wells	67,780					67,780
WA1100 System Monitoring	200,000	100,000	100,000	100,000		500,000

CITY OF AVONDALE
CIP-WATER DEVELOPMENT - FUND 514
FISCAL YEARS 2007-2011

11/1/2006

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	Total
WA1102 Palm Lane Waterline Extension 117th to 118th				-	225,000	225,000
WA1111 McDowell Improvements - 99th to Avondale	120,630			-		120,630
WA1114 Emergency Interconnection w/ Other Water Co.	112,000	112,000				224,000
WA1118 Roosevelt Street Waterline	143,500					143,500
WA1120 Misc Water Distribution Connectivity Project	120,000					120,000
WA1131 Pylman Well at Lower Buckeye	350,000	1,250,000				1,600,000
WA1132 Thomas- 103rd to 99th Waterline			300,000	1,100,000		1,400,000
WA1133 99th Avenue Waterline - Thomas to N. of McDowell	500,000	2,000,000		-		2,500,000
WA1134 McDowell / RSF Booster Station to Waterline	155,000	605,000		-		760,000
WA1135 McDowell -El Mirage to Avondale Waterline Imp		300,000	1,200,000	-		1,500,000
WA1136 Abandon & Demolish Well 2 Facilities	125,000			-		125,000
WA1137 4th Street Waterline - Lower Buckeye to Main				500,000	1,400,000	1,900,000
WA138 South Avondale Reservoir				600,000	1,200,000	1,800,000
WA1139 South Avondale Water Line 115th- Lower Buckeye/Gila River				1,500,000	6,000,000	7,500,000
WA1140 Indian Springs Rd. Water Line Gila River to El Mirage I	-			510,000	2,950,000	3,460,000
WA1141 SRP paired Well at 119th and Whyman		500,000	1,250,000			1,750,000
WA1142 Lakin Well at 112th and Buckeye			950,000	650,000		1,600,000
WA1143 Well at Cashion	150,000					150,000
WA1155 127th Avenue - Lower Buckeye to Dysart	800,000					800,000
WA1155 Wieler Well - SWC Avondale/Van Buren	500,000	1,250,000				1,750,000
WA1160 Well 24 Gateway Crossing - 99th /McDowell	779,490	800,000				1,579,490
WA1169 Rio Vista Waterline Replacement		1,750,000				1,750,000
WA1190 Landcrest Well - ElMirage / N. of Indian School	109,510			500,000	1,500,000	2,109,510
Total Projects	29,759,150	10,742,000	17,971,000	7,643,000	14,450,000	80,565,150
Estimated Ending Fund Balance	$ 3,405,111	$ 11,081,961	$ 3,400,711	$ 2,906,421	$ 1,570,481	

CITY COUNCIL AGENDA

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

REGULAR MEETING
November 6, 2006
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. Introduction of newly promoted and/or hired Fire Department employees

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. APPROVAL OF MINUTES
(i) Regular meeting of September 18, 2006
(ii) Work Session of October 9, 2006
(iii) Regular meeting of October 16, 2006
(iiii) Work Session of October 16, 2006

b. SPECIAL EVENT LIQUOR LICENSE - ONE CHILD FOUNDATION
Staff is requesting that Council consider a special event liquor license for the One Child Foundation, PO Box 5487, Goodyear for November 11, 2006 for a fundraising dinner to be held at the American Legion. The Council will take appropriate action.

c. SPECIAL EVENT LIQUOR LICENSE - ST THOMAS AQUINAS CHURCH
Staff is requesting that the City Council consider a special event liquor license for the St. Thomas Aquinas Church, 13720 West Thomas Road, Avondale for November 17, 2006 to be used in conjunction with a concert. The Council will take appropriate action.

d. AMENDMENT NO. 1 TO THE AGREEMENT WITH DWT, L.L.C. FOR ELISEO C. FELIX JR. WAY ROAD IMPROVEMENTS
Staff is requesting that Council approve Amendment 1 to the agreement with DWT, L.L.C. to fund an additional $98,900 to cover the final cost of street improvements to Eliseo C. Felix Jr. Way and authorize the Mayor, or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. PROFESSIONAL SERVICE AGREEMENT WITH STANLEY CONSULTANTS INC. FOR STREET IMPROVEMENTS ON DYSART ROAD FROM VAN BUREN TO MAIN STREET
Staff is requesting that the City Council approve a professional service agreement with Stanley

Consultants Inc. to provide design services for street improvements on Dysart Road between Van Buren Street and Main Street in the amount of $174,198 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. FINAL PLAT AMENDMENT FOR WHYMAN HACIENDAS (FP-06-7)
The Council will consider a request for approval for a final plat amendment for Whyman Haciendas, 8.45 acres located on Harrison Drive between Dysart Road and 4th Street. The Council will take appropriate action.

g. FINAL PLAT FOR COLDWATER STATION CONDOMINIUMS (FP-6-05)
The Council will consider a request for final plat approval for Coldwater Station condominiums, 3.42 acres at the southeast corner of Osborn Road and Indian School Road.

h. PURCHASE OF 3M LIBRARY SYSTEM SELF-CHECK MACHINES
Staff is requesting that the City Council approve the purchase and installation of three (3) Self-Check machines for the Civic Center Library from 3M Library Systems in the amount of $117,454.25. The Council will take appropriate action.

i. AGREEMENT TO PURCHASE ATHLETIC FIELD LIGHTING FOR FESTIVAL FIELDS
Staff is requesting that the City Council approve an agreement to purchase athletic field lighting and automated control equipment for Festival Fields from MUSCO Lighting in the amount of $495,520. The Council will take appropriate action.

j. RESOLUTION 2611-1106 AUTHORIZING THE ISSUANCE OF CITY OF AVONDALE GENERAL OBLIGATION BONDS, SERIES B (2006)
The Council will consider a resolution authorizing the issuance of City of Avondale General Obligation Bonds, Series B (2006), in an amount not to exceed $2,500,000. The Council will take appropriate action.

k. NATIONAL LEAGUE OF CITIES' ANNUAL BUSINESS MEETING - VOTING DELEGATES
The Council will designate a primary voting member and alternate voting delegates to represent Avondale at the upcoming National League of Cities' Annual Business Meeting to be held at the Congress of Cities in Reno, Nevada December 9, 2006. The Council will take appropriate action.

l. ROY'S PLACE FINAL PLAT FP-05-15
The Council will consider a request for final plat approval for Roy's Place, 144 acres, located north of Buckeye Road and west of 107th Avenue. The Council will take appropriate action.

5 REQUEST TO INITIATE A TEXT AMENDMENT TO ALLOW CONSIGNMENT STORES IN THE C-2 (COMMUNITY COMMERCIAL) ZONING DISTRICT

The Council will consider a request for Council to initiate a Zoning Ordinance text amendment to define "Consignment Stores" and allow them in the C-2 (Community Commercial) Zoning District. The Council will take appropriate action.

6 PUBLIC HEARING - CONDITIONAL USE PERMIT FOR TANNING SALON (CU-06-15)

The Council will hold a public hearing and will consider a request for a Conditional User Permit for a Tanning Salon in the C-2 (Community Commercial) Zoning District. The Council will take appropriate action.

7 PUBLIC HEARING AND ORDINANCE – PAD AMENDMENT FOR THE SHOPS AT AVONDALE BOULEVARD (Z-06-8).

The Council will hold a public hearing and will consider an ordinance amending the PAD for The Shops at Avondale Boulevard, 9.0 acres located at the southwest corner of Avondale Boulevard and Interstate 10. The Council will take appropriate action.

8 DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to

research and prepare item for future meeting.

9 EXECUTIVE SESSION

a. The Council may hold an executive session pursuant to (i)Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding real property negotiations and (ii) Ariz. Rev. Stat. § 38-431.03 (A)(3) for discussion or consultation with the City's attorney for legal advice regarding land use regulations and (iii) Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's attorney in order to consider its position and instruct the City's attorney regarding the council's position regarding negotiations relating to pending or threatened litigation.

10 ADJOURNMENT

Respectfully submitted,

Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-478-3030 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
Introduction of newly promoted and/or hired Fire Department employees to the Mayor and Council

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Paul Adams

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To introduce newly promoted and/or hired fire department employees to the Mayor and City Council.

DISCUSSION:

Over the past few months the fire department has promoted and/or hired a number of individuals. These include:

Promotions:

Jeff Farris - Battalion Chief
Ryan Becsei - Captain
Rob Sease - Captain
Robert Angel - Captain
Chris Spire - Engineer
Evan Titterington - Engineer
Gary Siler - Engineer

New Hires:

Carlos Elzy - Fire Plans Examiner
Quirino Cabrera - Fire Inspector
Robert Brown - Fire Inspector
Sue Pistoia - Volunteer Coordinator

RECOMENDATION:

This item is for information only.

ATTACHMENTS:

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No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

(i) Regular meeting of September 18, 2006
(ii) Work Session of October 9, 2006
(iii) Regular meeting of October 16, 2006
(iiii) Work Session of October 16, 2006

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - One Child Foundation

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council consider a special event liquor license for the One Child Foundation, PO Box 5487, Goodyear for November 11, 2006 for a fundraising dinner to be held at the American Legion.

BACKGROUND:

The City Clerk's Office has received an application for a special event liquor license from John R. Cozby, representing One Child Foundation.

This event will be held on Saturday, November 11, 2006, from 5:00 p.m. to 11:00 p.m., at the American Legion Post 61, 25 North Dysart Road.

Staff has reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1) The event will be open to the public.

2) Criminal history of the applicant - A background check of the organizer, Mr. John R.Cozby, revealed no contact with the Avondale Police Department.

3) The event is a fundraising dinner.

4) Security measures taken by the applicant - Chief Kotsur has reviewed the security plan and has stated that the applicant's plan will be sufficient..

5) & 6) All spirituous liquors will be dispensed as usual within the course of business.

7) Has this event created any neighborhood disturbances in the past three years – new event but no problems have been reported with other events at the same location .

8) Potential for problems in the neighborhood in terms of noise, hours and time of the event - All activities will be confined to the facility.

9) Length of the event – 6 hours.

10) Sanitary facilities available to the participants – American Legion has facilities.

11) Is zoning appropriate - Zoning is A-1 General Industrial. Planning staff has indicated that the proposed use will not result in incompatible land uses.

12) Anticipated number of attendees - The anticipated total daily attendance is 350at the event.

13) Nature of sound amplification system – none.

14) Traffic control measures will not be necessary per the Chief of Police.

The required fees have been paid. The Police and Fire Departments have reviewed the applications and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff is recommending that Council approve this special event liquor license for the One Child Foundation for November 11, 2006.

ATTACHMENTS:

Click to download

- State and City Application
- Police and Fire Comments

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE
Fee = $25.00 per day, for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: One Child Foundation, Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: 73-1726338
3. The organization is a: (check one box only)
   - ☒ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? Fund Raiser
5. Location of the event: 35 N. Dysart Road (Address of physical location (Not P.O. Box)) Avondale (City) Maricopa (County) 85323-2413 (Zip)

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant:** Cozby (Last) John (First) Ray (Middle) _____ (Date of Birth)
7. Applicant's Mailing Address: P.O. Box 5487 (Street) Goodyear (City) AZ (State) 85338 (Zip)
8. Phone Numbers: (623) 932-4960 (Site Owner #) (623)691-6698 (Applicant's Business #) (623) 695-0510 (Applicant's Home #)
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	11/11/2006	Saturday	10 AM	12 PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled inividuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☑ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☑ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
One Child Foundation, Inc.		100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____# Police ☑ Fencing
10 # Security personnel ☑ Barriers

Chain Link Gensing, 2 Entrances With Security

16. Is there an existing liquor license at the location where the special event is being held? ☑ YES ☐ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☑ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

American Legion Post 61 — Name of Business
(623) 932-4960 — Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, DEAN PENROD, declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

(Print full name)

X Dean Penrod (Signature) CHAIRPERSON (Title/Position) 9/8/2006 (Date) (602) 799-1271 (Phone #)

NICOLASA CARRILLO
Notary Public - Arizona
Maricopa County
My Commission Expires
January 2, 2010

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

08 (Day) 09 (Month) 2006 (Year)

My Commission expires on: 1-2-2010 (Date) Nicolasa Carrillo (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, JOHN R. COZBY, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

(Print full name)

X John R. Cozby (Signature)

NICOLASA CARRILLO
Notary Public - Arizona
Maricopa County
My Commission Expires
January 2, 2010

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

08 (Day) 09 (Month) 2006 (Year)

My commission expires on: 1-2-2010 (Date) Nicolasa Carrillo (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

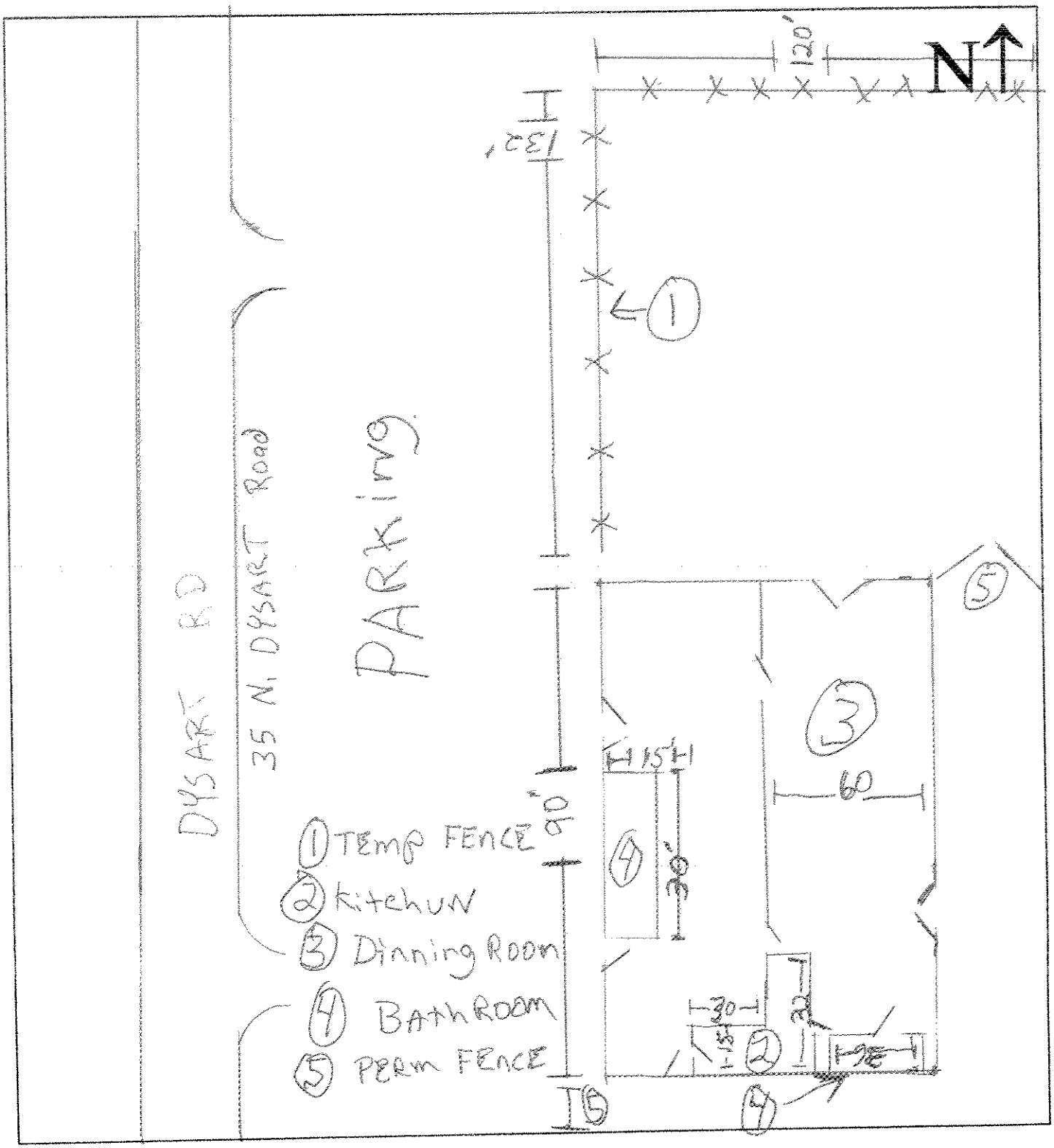
_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram <u>must</u> be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



CITY CLERK'S DEPARTMENT * 11465 W. CIVIC CENTER DRIVE SUITE 200 * AVONDALE, ARIZONA 85323 * PHONE: 623-478-3030

City of Avondale

Special Event
Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

GENERAL INFORMATION – Applicant must be a member of the qualifying organization and authorized to submit the application

ONE CHILD FOUNDATION NOVEMBER BBQ
Name of Event

NOVEMBER 11, 2006
Date of Event

DINNER
Nature of Event (carnival, dinner, dance, concert, etc.)

AMERICAN LEGION Post 61
Name of Venue

25 N. DYSART ROAD AVONDALE
Location Address

(623) 691-6698 (623) 386-5238
Phone Number **Fax Number**

JOHN R. COZBY
Name of applicant (Must be on site during the event)

JJCOZBY@MSN.COM
E-Mail Address

ONE CHILD FOUNDATION
Sponsoring Organization

PUBLIC CHARITY
Type of Organization

501(c)(3)
501-C-3#

JOHN R. COZBY
Name of contact at Sponsoring Organization

(623) 691-6698 (623) 695-0510 CELL
Phone Number

EVENT INFORMATION

Is this event open to the public? ☒ Yes ☐ No

Event location complies with zoning regulations ☒ Yes ☐ No

Will portable restroom facilities be available? ☐ Yes ☒ No If yes, how many facilities will be available? _____ Provide the following and indicate location on site plan

Company _____

Address _____

Contact _____ Phone: _____

- **Guideline for anticipated attendance/portable restrooms ratio for a 6 hour event: 80 people per unit if alcohol is served; 100 people per unit if alcohol is not served.**

STREETS / TRAFFIC

Does the event propose closing, blocking, or using of any city streets, sidewalks, alleys, or public parking lots? ☐ Yes ☒ No

If yes, provide the following:

What	From/To	Date(s)	Time(s)

- ***Street closures must be approved by the Police, Fire and Field Operations Departments***

ALCOHOL

*** Minors are not allowed in areas designated for alcohol consumption. Applicant must be a member of the qualifying organization and authorized to submit application.**

Is alcohol included in the admission price to the event? ☐ Yes ☒ No
(applies to charitable, religious, fraternal or political groups only)

Anticipated attendance in liquor area:

	DATE:	DAY:	HOURS: FROM A.M./P.M	HOURS: TO A.M./P.M	ANTICIPATED DAILY ATTENDANCE	ANTICIPATED PEAK DAILY ATTENDANCE
DAY 1:	11/11/2006	SAT	5 PM	11 PM	350	200
DAY 2:						
DAY 3:						
DAY 4:						
DAY 5:						
DAY 6:						
DAY 7:						
DAY 8:						
DAY 9:						
DAY 10:						

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

ALL SERVERS ARE QUALIFIED BARTENDER, ID'S WILL BE TAKEN AS REQUIRED BY STATUE

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

VOLUNTEER SECURITY PERSONEL WILL BE WATCHING CONSUMPTION OF BEVERAGES

Will more than 50% of the event's gross revenues be derived from alcohol sales? ☐ Yes ☒ No

Type of alcohol to be served: ✓ Beer ✓ Wine ✓ spirituous liquor

How will the alcohol be served?

____ glasses ____ bottles ✓ Plastic Containers ____ disposable cups ____ cans

How will alcohol be obtained? BEER DONATED FROM BUDWEISER ALL OTHERS PURCHASED FROM AMERICAN LEGION

Has the applicant been convicted of a felony in the past five years? ☐ Yes ☒ No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? ☐Yes ☒ No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? ☐ Yes ☒ No

LAST YEAR EVENT HELD IN GOODYEAR & WITH NO ISSUES

If yes, please give specific information including event, dates and nature of disturbance.

Sound System

SUPPLIED BY THE AMERICAN LEGION

EVENT SECURITY

The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.

Will private security be used at the event? ☐ Yes ☒ No

If yes, provide name of company _____

Will the event be requesting off-duty Avondale Police Officers? ☐ Yes ☒ No

FEES

The fee for a Special Event Liquor License is $25.00 per event day and must accompany this application - this is in addition to the State's fee.

CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

John R Corby
Applicant's Signature

10/9/2006
Date

Please submit application to:
City Clerk's Department
11465 W. Civic Center Drive, Suite 200
Avondale, Arizona 85323

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: JOHN RAY COZBY

ORGANIZATIONS NAME: ONE CHILD FOUNDATION, INC.

EVENT ADDRESS: AMERICAN LEGION – 35 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: FUNDRAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

S. McCoy #324
SIGNATURE

10-06-06
DATE

Lieutenant
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 6, 2006
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 13, 2006

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: JOHN RAY COZBY

ORGANIZATIONS NAME: ONE CHILD FOUNDATION, INC.

EVENT ADDRESS: AMERICAN LEGION – 35 NORTH DYSART ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: FUNDRAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE

FIRE INSPECTOR
TITLE

10/06/06
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 6, 2006
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 13, 2006

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License - St Thomas Aquinas Church

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a special event liquor license for the St. Thomas Aquinas Church, 13720 West Thomas Road, Avondale for November 17, 2006 to be used in conjunction with a concert.

BACKGROUND:

The City Clerk's Office has received an application for a special event liquor license from Carl Sappenfield, representing St. Thomas Aquinas Church, to be used in conjunction with "G. Faure's Requiem & A. Vivaldi's Credo" concert.

This event will be held on Friday, November 17, 2006, from 7:30 p.m. to 10:00 p.m., at St. Thomas Aquinas Church.

Staff has reviewed this application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1) The event will be open to the public.

2) Criminal history of the applicant - A background check of the organizer, Mr. Carl Sappenfield, revealed no contact with the Avondale Police Department.

3) The event is a concert.

4) Security measures taken by the applicant - Chief of Police has reviewed the security plan and approved it.

5) & 6) Wine and beer will be sold in plastic cups during the intermission.

7) Has this event created any neighborhood disturbances in the past three years – new event but no problems have been reported with similar concerts at the same location .

8) Potential for problems in the neighborhood in terms of noise, hours and time of the event - All activities will be confined to the church and no amplification will be used.

9) Length of the event – 2.5 hours, including intermission.

10) Sanitary facilities available to the participants – Church has facilities.

11) Is zoning appropriate - Zoning is A-1 General Industrial. Planning staff has indicated that the proposed use will not result in incompatible land uses.

12) Anticipated number of attendees - The anticipated total daily attendance is 1000 at the event, 100 in the alcohol area.

13) Nature of sound amplification system – none.

14) Traffic control measures will not be necessary per the Chief of Police.

The required fees have been paid. The Police and Fire Departments have reviewed the applications and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff recommends the approval of a special event liquor license for St. Thomas Aquinas Church, 13720 West Thomas Road, for the "G. Faure's Requiem & A. Vivaldi's Credo" concert to be held November 17, 2006.

ATTACHMENTS:

Click to download

- Comments
- application

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day, for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: St Thomas Aquinas Church
2. Non-Profit/I.R.S. Tax Exempt Number: 86-0337499
3. The organization is a: (check one box only)
   - ☐ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☒ Religious
4. What is the purpose of this event? Fundraiser
5. Location of the event: 13720 W. Thomas Rd Avondale Maricopa 85323
   Address of physical location (Not P.O. Box) | City | County | Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant:** Sappenfield Carl H
   Last | First | Middle | Date of Birth
7. Applicant's Mailing Address: 10236 S 185th Dr. Goodyear AZ 85338
   Street | City | State | Zip
8. Phone Numbers: 623 327-1285 ( ) 623 327 1285
   Site Owner # | Applicant's Business # | Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	11-17-06	Friday	7:30 PM	10:00 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

Lic 0106 05/2004

***Disabled inividuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 3 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	Address	Percentage
St. Thomas Aquinas Church	13720 W Thomas Rd	100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

3 # Police ☒ Fencing
2 # Security personnel ☒ Barriers

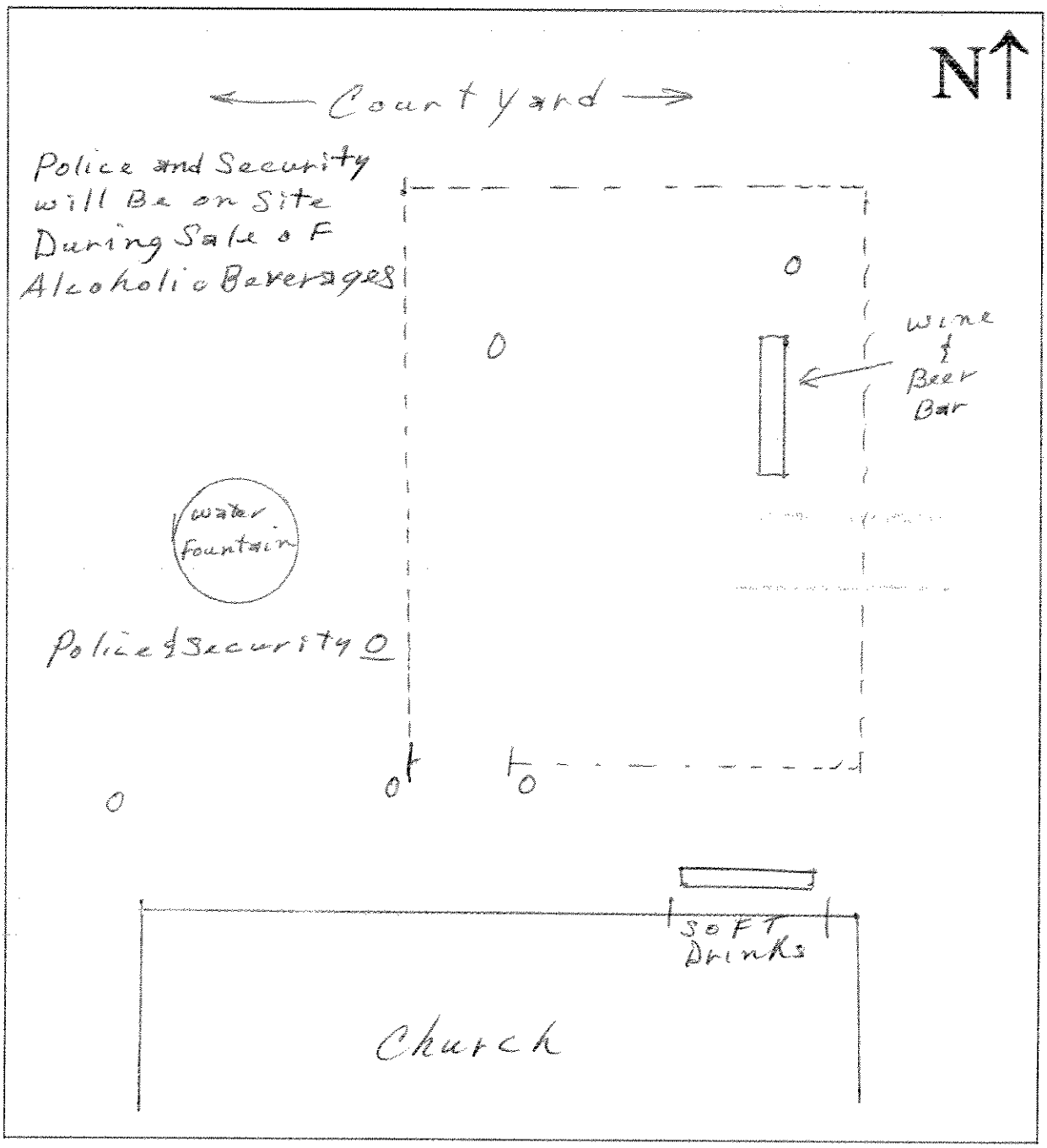
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram <u>must</u> be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Matthew S Spenkle (Print full name), declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x _____ (Signature) Director of Music (Title/Position) 9-13-06 (Date) 623.935.2157 (Phone #)

MARIA DAVIS
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 15, 2009

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 13th (Day) Sept. (Month) 2006 (Year)

My Commission expires on: 12/15/2009 (Date)

Maria Davis (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Carl H. Sappenfield (Print full name), declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

x _____ (Signature)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 13th (Day) Sept. (Month) 2006 (Year)

MARIA DAVIS
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 15, 2009

My Commission expires on: _____

Maria Davis (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) (Date)

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the DIRECTOR will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of Alcoholic Beverage Sales of the special event.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale, *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required.

FEES: $25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-214, R19-1-244, R19-1-250.

Disabled individuals requiring special accommodations please call (602) 542-9051

CITY CLERK'S DEPARTMENT * 11465 W. CIVIC CENTER DRIVE SUITE 200 * AVONDALE, ARIZONA 85323 * PHONE: 623-478-3030

City of Avondale

Special Event Liquor License Application

Any person qualified to apply for a special event liquor license pursuant to ARIZ. REV. STAT. § 4-203.02-B shall make application to the City. This form shall be completed and submitted to the City Clerk at least 21 days prior to the special event and must be accompanied by the Arizona Department of Liquor Licenses and Control's Application for Special Event License. The Avondale City Council will review the application and forward it along with its recommendation to the State.

The City Council may consider the following factors to determine approval or disapproval of the special event liquor license application:

1. Whether the event will be open to the public.
2. Criminal history of the applicant.
3. Nature of the event.
4. Security measures taken by the applicant.
5. Type of alcohol that will be sold at the event.
6. How the alcohol will be served.
7. Whether the promoter of the event has obtained a special event liquor license in the City of Avondale within the last three years that created neighborhood disturbances.
8. Potential for problems in the neighborhood of the proposed event in terms of noise, hours and time(s) of the event.
9. Length of the event.
10. Sanitary facilities available to the participants.
11. Whether the zoning is proper.
12. Anticipated number of attendees.
13. The nature of the sound amplification systems.
14. Whether traffic control measures will be taken.

GENERAL INFORMATION – Applicant must be a member of the qualifying organization and authorized to submit the application

G. Faure's Requiem & A. Vivaldi's Credo
Name of Event

11-17-06
Date of Event

Concert
Nature of Event (carnival, dinner, dance, concert, etc.)

Name of Venue

13720 W. Thomas R. St. Thomas Aquinas Church
Location Address

(623) 935 2151 x 212 ( )
Phone Number **Fax Number**

Carl H. Sappenfield
Name of applicant (Must be on site during the event)

E-Mail Address

St. Thomas Aquinas Church
Sponsoring Organization

Church
Type of Organization

86-0337499
501-C-3#

Carl H. Sappenfield
Name of contact at Sponsoring Organization

(623) 327-1285
Phone Number

EVENT INFORMATION

Is this event open to the public? ☒ Yes ☐ No

Event location complies with zoning regulations ☒ Yes ☐ No

Will portable restroom facilities be available? ☐ Yes ☒ No If yes, how many facilities will be available? _____ Provide the following and indicate location on site plan

Company _____

Address _____

Contact _____ Phone: _____

- **Guideline for anticipated attendance/portable restrooms ratio for a 6 hour event: 80 people per unit if alcohol is served; 100 people per unit if alcohol is not served.**

STREETS / TRAFFIC

Does the event propose closing, blocking, or using of any city streets, sidewalks, alleys, or public parking lots? ☐ Yes ☒ No

If yes, provide the following:

What	From/To	Date(s)	Time(s)

- ***Street closures must be approved by the Police, Fire and Field Operations Departments***

ALCOHOL

*** Minors are not allowed in areas designated for alcohol consumption. Applicant must be a member of the qualifying organization and authorized to submit application.**

Is alcohol included in the admission price to the event? ☐ Yes ☒ No
(applies to charitable, religious, fraternal or political groups only)

Anticipated attendance in liquor area:

	DATE:	DAY:	HOURS: FROM A.M./P.M	HOURS: TO A.M./P.M	ANTICIPATED DAILY ATTENDANCE	ANTICIPATED PEAK DAILY ATTENDANCE
DAY 1:	11-17-06	Friday	7:30PM	10:00PM	1000	1200
DAY 2:						
DAY 3:						
DAY 4:						
DAY 5:						
DAY 6:						
DAY 7:						
DAY 8:						
DAY 9:						
DAY 10:						

Describe methods that will be used to identify attendees under the age of 21 and ensure they are not served alcohol?

Carding, Drivers License, Picture I.D.

What controls will be used to keep attendees under the age of 21 from obtaining alcohol at the event?

Will more than 50% of the event's gross revenues be derived from alcohol sales? □ Yes □ No

Type of alcohol to be served: X Beer X Wine _____ spirituous liquor

How will the alcohol be served?

_____ glasses _____ bottles X Plastic Containers X disposable cups _____ cans

How will alcohol be obtained? _____

Has the applicant been convicted of a felony in the past five years? □ Yes ☒ No

If yes, please provide a detailed explanation including dates, nature, location and disposition.

Has the Applicant/Organization ever had a liquor license or event permit denied, revoked or suspended? □ Yes ☒ No If yes, please explain:

Has a similar event been held in the City of Avondale in the last three years and if so, has it created any neighborhood disturbances? □ Yes ☒ No

If yes, please give specific information including event, dates and nature of disturbance.

Sound System

EVENT SECURITY

The City of Avondale only allows security companies that are licensed and bonded in the State of Arizona.

Will private security be used at the event? ☐ Yes ☒ No
If yes, provide name of company _____

Will the event be requesting off-duty Avondale Police Officers? ☒ Yes ☐ No

FEES

The fee for a Special Event Liquor License is $25.00 per event day and must accompany this application - this is in addition to the State's fee.

CERTIFICATION

I hereby certify that I am the applicant filing this application as listed in Section 1 and the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the application. Intentional omissions or falsification of information is sufficient grounds for denial of the application and subsequent revocation of the permit. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from the conduct of the applicant, sponsor or promoter, their employees, suppliers, vendors or agents, or any of their guests, invitees or licensees with regard to the event applied for. I agree to indemnify the City and its respective officers, agents and employees from any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorney's fees and court costs, resulting from any facility, park or lake closure due to inclement weather, an issued warning or other emergency situation. In such an instance, I understand that all event participants must follow the City's guidelines and procedures for lake/facility evacuation and that this event is being held inside the City limits and all City rules and regulations apply. I also understand that the City reserves the right to determine that park facilities are unusable as a result of inclement weather.

Carl H. Sappenfield
Applicant's Signature

9-11-06
Date

Please submit application to:
City Clerk's Department
11465 W. Civic Center Drive, Suite 200
Avondale. Arizona 85323

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT

APPLICANT'S NAME: CARL SAPPENFIELD

ORGANIZATIONS NAME: ST. THOMAS AQUINAS CHURCH

ADDRESS: 13720 WEST THOMAS ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: G. FAUVES REQUIEM AND A. VIVALDI'S CREDO CONCERT

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE

FIRE MARSHAL
TITLE

10/11/06
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 6, 2006
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 12, 2006

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ SPECIAL EVENT LIQUOR LICENSE

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT

APPLICANT'S NAME: CARL SAPPENFIELD

ORGANIZATIONS NAME: ST. THOMAS AQUINAS CHURCH

ADDRESS: 13720 WEST THOMAS ROAD

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EVENT: G. FAUVES REQUIEM AND A. VIVALDI'S CREDO CONCERT

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

10-06-06
DATE

LIEUTENANT
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 6, 2006
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 12, 2006

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 1 to the Agreement with DWT, L.L.C. for Eliseo C. Felix Jr. Way Road Improvements

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer, 623.478.3271

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council approve Amendment No.1 to the agreement with DWT, L.L.C. to fund an additional $98,900 to cover the final cost of street improvements to Eliseo C. Felix Jr. Way and authorize the Mayor, or City Manager, and City Clerk to execute the necessary documents.

BACKGROUND:

On January 3, 2005, Council approved a reimbursement agreement with DWT, L.L.C. which outlined various responsibilities for DWT and the City as they relate to the Eliseo C. Felix Jr. Way street improvement project. The project objective was to provide a continuous paved road between Van Buren Street to Riley Street by constructing street improvements to Eliseo C. Felix Jr. Way south from the Jefferson Street alignment to Riley Street. To achieve this goal the developer of Rio Estrella Commerce Park and the City agreed to share the costs of improvements.

Improvements included the following:

- Water stub-outs with fire hydrants
- Sewer stub-outs
- Secondary Emergency Access to an existing mobile home community
- Asphalt Pavement
- Curb and Gutter
- Sidewalks
- Streetlights
- Drainage facilities

The original reimbursement agreement identified DWT as the responsible party for design, public bid, and construction of the street improvement project. Also, the agreement outlined specific improvement costs as the City's responsibility for reimbursement to DWT. At the time of the agreement's execution, the City's costs were estimated to be $341,400.

DISCUSSION:

On March 6, 2006, the Eliseo C. Felix Jr. Way street project was publicly bid. The project's low bid was $620,105.42 and the bid included costs for materials, installation, construction management, staking, and testing. Based on this bid, the City's share for street and drainage improvements is $429,756.85 which is $88,357 over the original estimated $341,400 amount. In addition to the $88,357 shortfall, the City's share of Change Orders amounts to $10,500. The change orders were due to the following:

- Delays
- Increase in material costs
- Additional barricade costs

- Additional geotechnical testing costs

The project has been completed. The total cost over the original estimate for the City's share of the project is **$98,900.**

BUDGETARY IMPACT:

Funding for this additional reimbursement is available in the Developer Buy-in Line Item, No. 304-1001-00-8420.

RECOMENDATION:

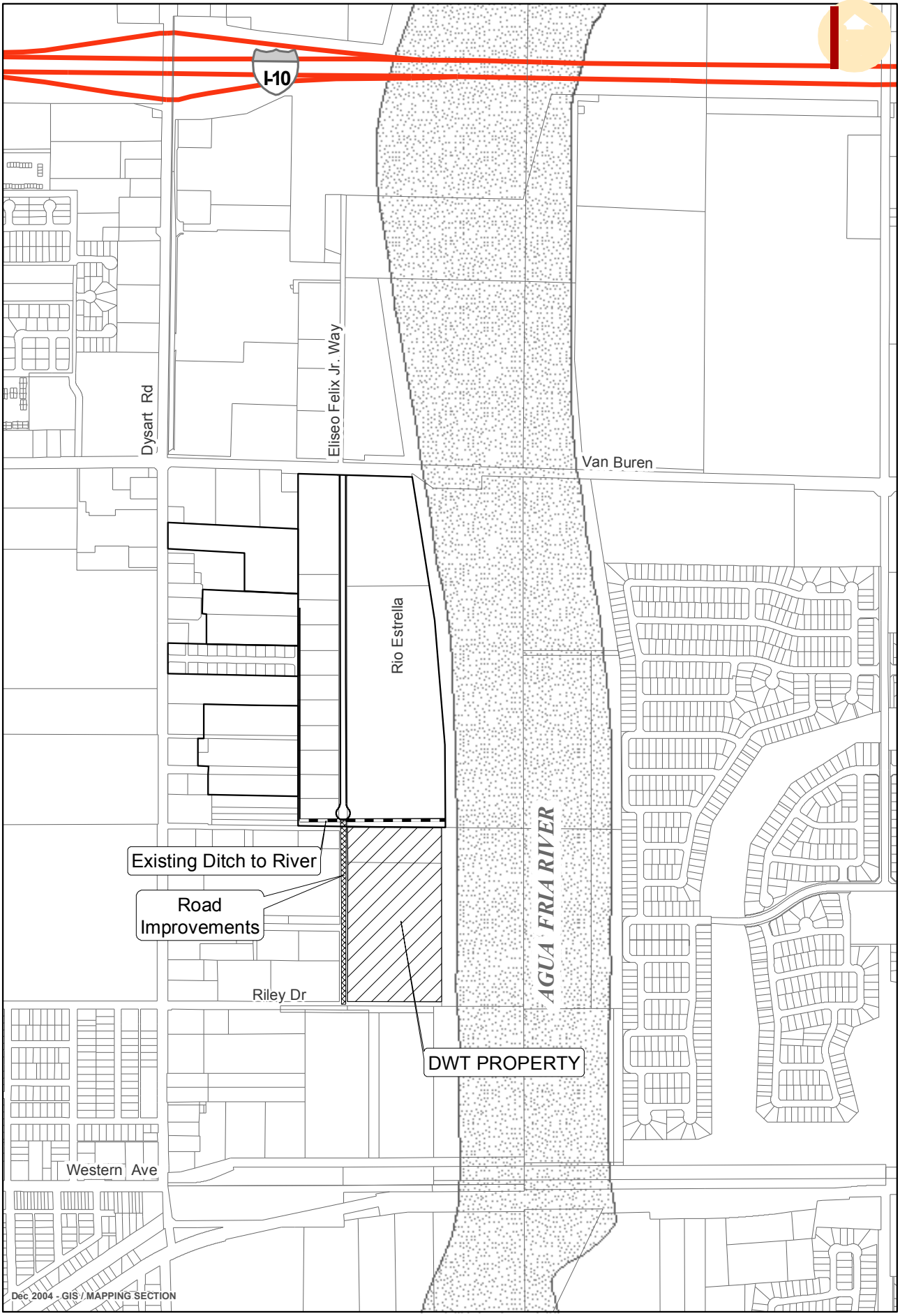
Staff recommends that Council approve Amendment No. 1 to the agreement with DWT, L.L.C. to fund an additional $98,900 to cover the final cost of street improvements to Eliseo C. Felix Jr. Way and authorize the Mayor, or City Manager, and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Letter Agreement

VICINITY MAP



November 6, 2006

City of Avondale
Engineering Department
Attn: Carnell Thurman, P.E., City Engineer
11465 W. Civic Center Drive, Suite 120
Avondale, AZ 85323

RE: Coldwater Industrial Park; Eliseo C. Felix Drive Improvements
First Amendment to Letter Agreement

Gentlemen:

This First Amendment to Letter Agreement (this "First Amendment") amends that certain Letter Agreement dated December 21,2004, between the CITY OF AVONDALE (the "City"), and THE MARK A. SHAPIRO AND JANET MARIE SHAPIRO LIVING TRUST dated 6-26-1997, and DWT, L.L.C., an Arizona limited liability company (collectively, the "Property Owner"), regarding improvements constructed on Eliseo C. Felix Jr. Way (the "Roadway"), adjacent generally to real property located in the City of Avondale owned by the Property Owner and identified by Maricopa County Tax Parcel Numbers 500-26-002D and 500-26-002E (the "Original Agreement"). All capitalized terms used in this First Amendment and not otherwise defined shall have the meanings set forth in the Original Agreement.

The Parties hereby agree that the total cost of the Storm Drain Improvements and the City's portion of the Street Improvements exceeded the estimated cost of $341,400, as set forth in the Original Agreement. The actual cost has now been determined to be $440,202.85, which includes an approved change order request in the amount of $10,446, as more fully described in Exhibit A, attached hereto and incorporated herein by reference.

In all other respects, the Original Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. By executing this First Amendment, the Property Owner and the City each affirmatively asserts that the other is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Original Agreement.

If this First Amendment accurately sets forth your understanding of the agreed-upon changes to our Original Agreement, please sign and date a copy of this First Amendment where indicated below and return it to my office. We look forward to closure of this matter.

Very truly yours,

DWT, L.L.C., an Arizona limited liability company

By: D AND M TANG REVOCABLE FAMILY TRUST,
dated, May 28, 1992.

By:_____
Darryl W. Tang, Trustee

By:_____
Mae Tang, Trustee

THE MARK A. SHAPIRO AND JANET MARIE SHAPIRO LIVING TRUST, dated June 26, 1997

By:_____
Mark A. Shapiro, Trustee

By:_____
Janet Marie Shapiro, Trustee

ACCEPTED AND APPROVED:
CITY OF AVONDALE, an Arizona
municipal corporation

By:_____
Charles P. McClendon, City Manager

Dated:_____

EXHIBIT A
TO
FIRST AMENDMENT TO LETTER AGREEMENT

See Following Pages.

Developer vs. City Share Costs
Eliseo C Felix Jr Way Street Extention
Using Standard Construction Co Low Bid Prices

				Developer Share			City Share			Project Total
				Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price	Total Price
Item No.	Description of Materials and/or services	Qty	Unit							
1	6" Vert. Curb & Gutter MAG 220-A	2,718	LF	1,414	17.00	**24,038.00**	1,304	17.00	**22,168.00**	**46,206.00**
2	6" Single Curb MAG 222-A	465	LF	0	20.00	**0.00**	465	20.00	**9,300.00**	**9,300.00**
3	4" Concrete S/W MAG 230	5,290	SF	775	3.50	**2,712.50**	4,515	3.50	**15,802.50**	**18,515.00**
4	Valley Gutter & Apron MAG 240	1,117	SF	248	7.50	**1,860.00**	869	7.50	**6,517.50**	**8,377.50**
5	Sidewalk Ramp MAG 231	3	EA	1	700.00	**700.00**	2	700.00	**1,400.00**	**2,100.00**
6	Remove Exist. Con. Curb	397	LF	198	6.00	**1,188.00**	199	6.00	**1,194.00**	**2,382.00**
7	D/W Entrance –MAG 250	1	EA	0	2,000.00	**0.00**	1	2,000.00	**2,000.00**	**2,000.00**
8	Sawcut & Remove Conc. Sidewalk	1,212	SF	606	2.00	**1,212.00**	606	2.00	**1,212.00**	**2,424.00**
	Concrete Subtotal					**$31,710.50**			**$59,594.00**	**$91,304.50**
9	Street Light Complete	9	EA	5	3,500.00	**17,500.00**	4	3,500.00	**14,000.00**	**31,500.00**
10	2" Conduit per APS standard	1,500	FT	750	10.00	**7,500.00**	750	10.00	**7,500.00**	**15,000.00**
11	Relocate Existing Street Light	1	EA	1	2,800.00	**2,800.00**	0	2,800.00	**0.00**	**2,800.00**
	Electric Subtotal					**$27,800.00**			**$21,500.00**	**$49,300.00**
12	5" Asphaltic Concrete	6,596	SY	3,298	16.00	**52,768.00**	3,298	16.00	**52,768.00**	**105,536.00**
13	6" Aggregate Base - Course	6,596	SY	3,298	7.00	**23,086.00**	3,298	7.00	**23,086.00**	**46,172.00**
14	2" Asphaltic Concrete	211	SY	0	15.00	**0.00**	211	15.00	**3,165.00**	**3,165.00**
15	6" Aggregate Base - Course	211	SY	0	8.00	**0.00**	211	8.00	**1,688.00**	**1,688.00**
16	Survey Monument MAG 120-B	3	EA	3	200.00	**600.00**	0	200.00	**0.00**	**600.00**
17	Adjust Valve Box MAG 391-1-C	2	EA	2	400.00	**800.00**	0	400.00	**0.00**	**800.00**
18	Adjust Manhole to Grade MAG 422	2	EA	0	450.00	**0.00**	2	450.00	**900.00**	**900.00**
19	Sawcut & Remove Exist AC Pavement	911	SY	456	4.00	**1,824.00**	455	4.00	**1,820.00**	**3,644.00**
20	Fire Dept. ACCESS D/W incl. Gate	1	LS	0	16,000.00	**0.00**	1	16,000.00	**16,000.00**	**16,000.00**
21	Relocate Chain Link Fence	47	LF	0	40.00	**0.00**	47	40.00	**1,880.00**	**1,880.00**
	Paving Subtotal					**$79,078.00**			**$101,307.00**	**$180,385.00**
22	Catch Basin – P-1569	2	EA	0	4,000.00	**0.00**	2	4,000.00	**8,000.00**	**8,000.00**
23	Headwall w/Handrail Type "U" MAG 501	1	LS	0	8,000.00	**0.00**	1	8,000.00	**8,000.00**	**8,000.00**
24	Channel Rock Lining D50	1	LS	0	7,500.00	**0.00**	1	7,500.00	**7,500.00**	**7,500.00**
25	Channel Grading & Backfill	1	LS	0	13,000.00	**0.00**	1	13,000.00	**13,000.00**	**13,000.00**
26	18" RGRCP Pipe Class IV	123	LF	0	80.00	**0.00**	123	80.00	**9,840.00**	**9,840.00**
27	36" RGRCP Class IV	186	LF	0	145.00	**0.00**	186	145.00	**26,970.00**	**26,970.00**

				Developer Share			City Share			Project Total
Item No.	Description of Materials and/or services	Qty	Unit	Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price	Total Price
28	36" HDPE w/Water Tight Joints	915	LF	0	110.00	**0.00**	915	110.00	**100,650.00**	**100,650.00**
29	Sidewalk Scupper MAG 206	4	EA	4	1,500.00	**6,000.00**	0	1,500.00	**0.00**	**6,000.00**
30	Rock Spillways	4	EA	4	975.00	**3,900.00**	0	975.00	**0.00**	**3,900.00**
31	Temporary Retention Basins	4	EA	4	1,200.00	**4,800.00**	0	1,200.00	**0.00**	**4,800.00**
32	Pipe Collar MAG 505	6	EA	0	600.00	**0.00**	6	600.00	**3,600.00**	**3,600.00**
33	Manhole Std Detail 420	3	EA	0	3,000.00	**0.00**	3	3,000.00	**9,000.00**	**9,000.00**
34	Remove Existing 36" HDPE	57	LF	0	30.00	**0.00**	57	30.00	**1,710.00**	**1,710.00**
35	Remove Existing Concrete Headwall	1	EA	0	1,800.00	**0.00**	1	1,800.00	**1,800.00**	**1,800.00**
36	Remove Existing Concrete Rip Rap	75	SY	0	25.00	**0.00**	75	25.00	**1,875.00**	**1,875.00**
37	Channel Regrade	1	LS	0	5,000.00	**0.00**	1	5,000.00	**5,000.00**	**5,000.00**
	Stormdrain Subtotal					**$14,700.00**			**$196,945.00**	**$211,645.00**
38	Fire Hydrant MAG-360 & 362	3	EA	3	3,100.00	**9,300.00**	0	3,100.00	**0.00**	**9,300.00**
39	6" DIP Waterline Class 350	51	LF	51	80.00	**4,080.00**	0	80.00	**0.00**	**4,080.00**
40	8"x6" Tapping Sleeve Valve Box & Cover	4	EA	4	3,500.00	**14,000.00**	0	3,500.00	**0.00**	**14,000.00**
41	Sewer Serv. MAG 440	4	EA	4	1,300.00	**5,200.00**	0	1,300.00	**0.00**	**5,200.00**
42	2" Water Service - Copper	4	EA	4	1,800.00	**7,200.00**	0	1,800.00	**0.00**	**7,200.00**
44	8" DIP Waterline Class 350	37	LF	37	120.00	**4,440.00**	0	120.00	**0.00**	**4,440.00**
	Water & Sewer Subtotal					**$44,220.00**			**$0.00**	**$44,220.00**
	SUBTOTAL				34.24%	**$197,508.50**		65.76%	**$379,346.00**	**$576,854.50**
	TAX					**$12,456.32**			**$23,924.31**	**$36,380.63**
	TOTAL ADJ STANDARD CONSTRUCTION BID PRICE									**$613,235.13**
	CONSTRUCTION MANAGEMENT				34.24%	**$5,436.11**		65.76%	**$10,440.89**	**$15,877.00**
	CONSTRUCTION STAKING				34.24%	**$6,299.95**		65.76%	**$12,100.05**	**$18,400.00**
	GEOTECH/SOILS TESTING ESTIMATE				34.24%	**$2,054.40**		65.76%	**$3,945.60**	**$6,000.00**
	PROJECT SUBTOTAL				34.24%	**$223,755.28**		65.76%	**$429,756.85**	**$653,512.13**
	CHANGE ORDERS				66.60%	**$20,825.20**		33.40%	**$10,446.00**	**$31,271.20**
	REVISED PROJECT TOTAL				35.72%	**$244,580.48**		64.28%	**$440,202.85**	**$684,783.33**
	ORIGINAL CITY BUDGET AMOUNT								**$341,400.00**	
	COST DIFFERENCE FROM ORIGINAL BUDGET								**$98,802.85**	

CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement with Stanley Consultants Inc. for Street Improvements on Dysart Road from Van Buren to Main Street

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Carnell Thurman, P.E., City Engineer - 623.478.3271

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Service Agreement with Stanley Consultants Inc. to provide design services for street improvements on Dysart Road between Van Buren Street and Main Street in the amount of $174,198 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The approved 2006-2007 Capital Improvement Program (CIP) includes a project to design, reconstruct and mill and overlay Dysart Road from Main Street to Van Buren Street (see vicinity map). The design was originally scheduled for FY 05-06 in two projects: Dysart Road from Main Street to Riley Drive and Dysart Road from Riley Drive to Van Buren Street. In order to supplement funding for the McDowell Road/Avondale Boulevard Improvement Project and Dysart Underpass Improvements Council deferred both projects and directed staff to reschedule Dysart Road Improvement projects to FY 2006-2007.

Dysart Road from Main Street to Riley Drive is deteriorating. Although the pavement surface has received maintenance treatments such as crack sealing and patching, extensive cracking still exists. This portion of Dysart Road has reached a point that routine maintenance will not extend the life of the road and some form of reconstruction is required.

The pavement surface between Riley Drive and Van Buren Street is in better condition with fewer cracks and an overlay should provide the required maintenance. Staff is proposing a geotechnical investigation be included as part of the project to determine exactly which sections can be milled and overlaid and which will need reconstruction.

DISCUSSION:

The scope of service for this project will include:

- Design Survey
- Geotechnical Investigation / Pavement Analysis
- Right-of-Way Acquisition Services
- Geometric Analysis and Design
- Drainage Design
- Construction Plans, Specifications, and Estimates
- Landscape & Irrigation (Allowance)
- Traffic Calming (Allowance)

SELECTION PROCESS:

Staff reviewed a list of pre-qualified firms and found Stanley Consultants Inc. to be the best qualified to provide engineering design consulting services for this project. Staff has contacted references and found that Stanley Consultants Inc. is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Stanley Consultants Inc. for engineering services for the delivery of plans, specifications, and an engineer's estimate for Dysart Road from Main Street to Van Buren Street. Stanley Consultants Inc. also worked on the Dysart Road waterline project and possesses important information pertaining to this project. Staff reviewed the proposal and negotiated the scope of work and contract price in the amount of $174,198 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:
Notice to proceed – November 2006
Final Design – March 2007

Construction:
Bid award – May 2007
Begin Construction – June 2007
End Construction – January 2008

BUDGETARY IMPACT:

Funding for this project is available in the Street Fund Line Item No. 304-1093-00-8001 in the amount of $41,500, and Street Fund Line Item No. 304-1122-00-8001 in the amount of $132,698.

RECOMENDATION:

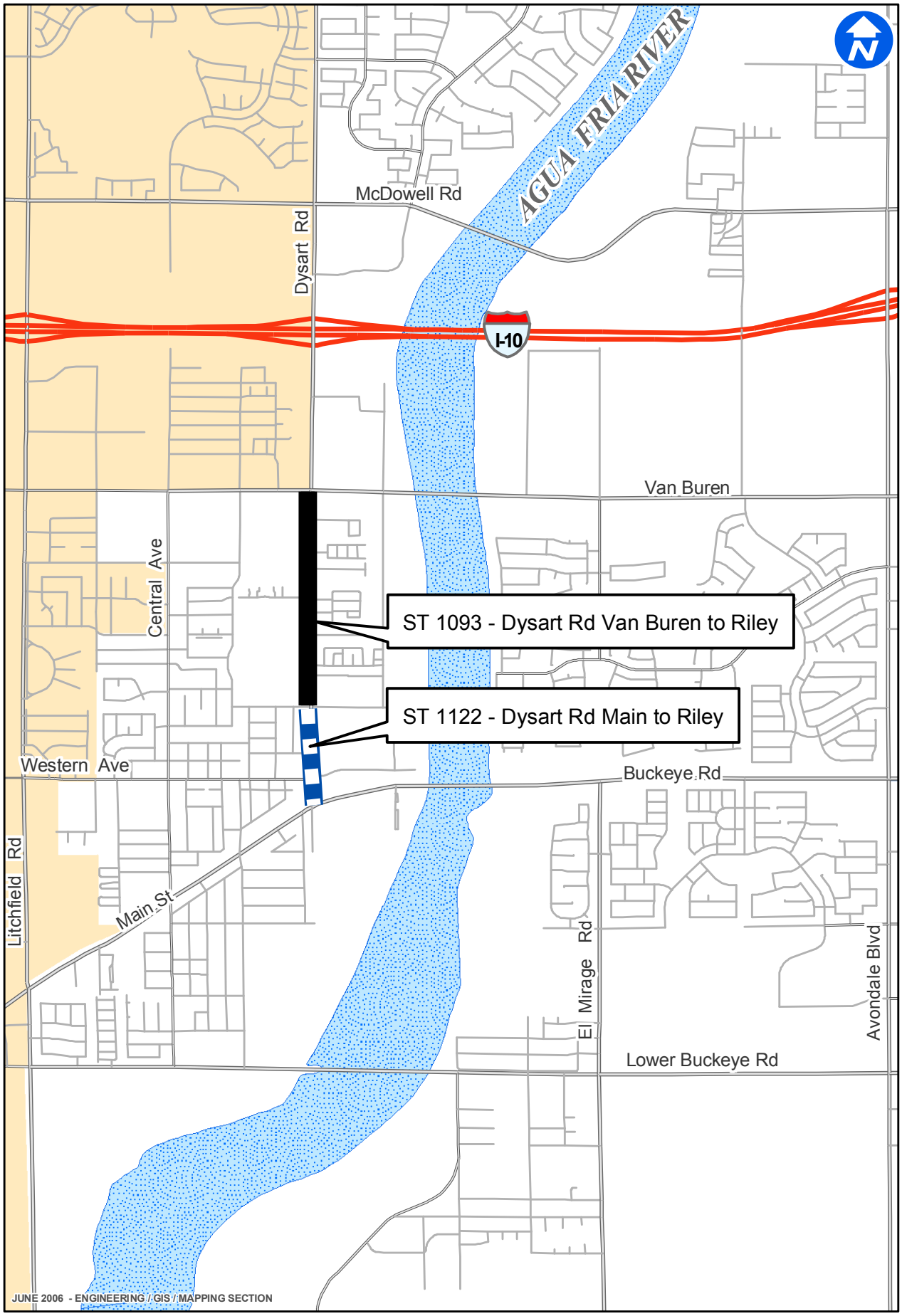
Staff recommends that the City Council approve a Professional Design Services Agreement with Stanley Consultants Inc. to provide design services for street improvements on Dysart Road from Van Buren Street to Main Street in the amount of $174,198 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Professional Services Agreement

VICINITY MAP



Dysart Rd - Van Buren to Riley Improvements &
Dysart Rd - Main to Riley Improvements

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
STANLEY CONSULTANTS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of November 6, 2006, between the City of Avondale, an Arizona municipal corporation (the "City") and Stanley Consultants, Inc., an Iowa corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from Consultants for professional consulting services.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant for professional engineering services to prepare construction plans, estimate, and specifications for the roadway improvements for Dysart Road from Van Buren Street to Main Street (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 6, 2007.

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

3. Compensation. The City shall pay Consultant a price not to exceed $174,198.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit B and incorporated herein by reference.

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

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees

that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the prevailing professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or caused by the negligent, willful, wrongful or intentional acts of the Consultant, its employees, agents or any tier subcontractors, or the negligent acts, errors, mistakes, omissions, work or services of the Consultant, its employees, agents, or any tier of subcontractors in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Consultant or any tier of subcontractor or any other person for whose negligent acts, errors, mistakes, omissions, work or services the Consultant may be legally liable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms

satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no

obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

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

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the

employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

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

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

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

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

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

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (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 the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-478-3802 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Stanley Consultants, Inc. 1661 East Camelback Road, Suite 400 Phoenix, Arizona 85016 Facsimile:_____ Attn: Charles Andrews, PE

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) 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.

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

14.15 Conflicting Terms. In the event of a conflict between the RFQ, the Consultant's response to the RFQ, the Scope of Work and this Agreement, the terms of this Agreement shall govern.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

STANLEY CONSULTANTS, INC., an Iowa corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2006, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2006, by _____ as _____ of STANLEY CONSULTANTS, INC., an Iowa corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
STANLEY CONSULTANTS, INC.

[Scope of Work]

See following pages.

EXHIBIT A

CITY OF AVONDALE
STREET TRANSPORTATION DEPARTMENT

DYSART ROADWAY IMPROVEMENTS PROJECT
Van Buren Street to Main Street

SCOPE OF WORK

SUMMARY OF DELIVERABLES:

- Prepare grading, pavement, striping & drainage design for Dysart Roadway project which is approximately 1.2 miles long and will extend approximately from Van Buren Street to Main Street.
- Prepare all necessary legals and descriptions. Consultant to provide property Title Reports. (Allowance)
- Consultant shall provide all required Data Research
- Consultant to provide drainage analysis and design as outlined in attached drainage scope of work
- Landscaping and landscaping irrigation (Allowance)
- Geotechnical evaluation of the existing pavement,
- Supplemental topographical survey
- SCI shall provide assistance to City of Avondale during the bidding phase of the project. Services for construction support will be provided as additional services on a time and materials basis.
- Consultant shall provide all necessary Signing & Striping for the project.
- Consultant shall provide all necessary stakeholder coordination including all utility stakeholders, UPRR and MCDOT.
- Assist and attend meetings with the City and private property owners in connection with the acquisition of TCE's or temporary construction Easements. *No appraisal or acquisition services have been accounted for in this scope of work.*

Project Description

The Dysart Roadway Improvement project will be approximately 1.2 miles long and will extend from the southerly curb returns of Van Buren Street to the northerly curb returns of Main Street. Currently Dysart Road is a 4 lane major arterial with curb gutter and sidewalk with some areas lacking sidewalk. In addition, pavement improvements could potentially extend up connecting streets and road to the curb returns or further. Minor pedestrian related modifications may be required within this portion of Dysart Road. All ramps at the intersection will be designed to current ADA standards. Potential right of way, sidewalk easements, slope easements and temporary construction easements will be required.

The Southern Pacific Railroad crosses Dysart approximately between Main Street and Western and the existing crossing has recently been upgraded.

Standards and Procedures
All work shall be in accordance with City of Avondale Engineering Design Standards and MAG Standard Details and Specifications. All drawings shall be prepared utilizing AutoCAD 2000.

Data Research
The Consultant shall research and collect all available existing roadway and utility infrastructure data necessary for base map development and roadway plan preparation.

The City of Avondale will provide the following items:

1. Utility and Avondale quarter section maps
2. Lighting design and light spacing requirements
3. Assistance in coordination with public utilities
4. Current Avondale administrative procedures
5. Standard City pay items
6. Applicable aerial photographs
7. Record drawings relative to project (Engineer to research and request)
8. Latest boiler plate specifications
9. Current Right-of-way strip map

Field Survey (CRS INC)
CRS INC. will provide the field surveys for this project as described in CRS's scope which is attached to this contract. The field data shall be collected utilizing electronic data collectors. Both hard copies and electronic files of the field survey shall be provided to the SCI. All surveys shall be presented by monument line station and offset. The survey topography limits shall cover the project limits from Van Buren to Main Street. The field survey will only supplement the existing 1-foot aerial base files that will be utilized.

Right-of-Way and Easements (CRS) (ALLOWANCE)
CRS will prepare any necessary legals and descriptions as required and as described in CRS's scope which is attached to this contract part of this project. All necessary title reports will be supplied by the Consultant. Consultant will order and pay for all required title reports which will be paid from the **"Right-of-Way and Easements"** allowance

Base Sheet Preparation
Base sheets will be prepared for approximately 6,300 LF of Dysart Road, and approximately 500 feet connecting roads and streets. Sheets shall be prepared to depict the acquired survey field data described above, utility and right of way information provided by the SCI, and other existing improvement features necessary for the proposed design. City cover sheet, note sheet, and title blocks shall be used. Base maps shall be placed on combined plan and profile sheets at a horizontal scale of 1"=20', and a vertical scale of 1"=4'. Stationing will increase to the north and east. Addresses and names of property owners shall also be shown.

Preliminary Roadway Design
A preliminary (15%) roadway and traffic calming plan will be prepared and delivered to the City in hard copy and electronic format for review. The preliminary geometric plan will entail traffic calming devices such as landscaped "bulb outs" and similar. The horizontal plan will be prepared as a strip map at a scale of 1"=40'.

Traffic calming devices will be provided based upon discussion with the City and where practical. A separate estimate of probable construction cost shall be provided for the improvements of each bus bay included.

Pavement Section Design (Speedie & Associates)
Speedie and Associates will be responsible for recommending the structural pavement section and issues relating to this improvement project as described in Speedie's scope which is attached to this contract.

Signalization
No signalization is envisioned and has not been accounted for on this project.

Lighting Design
No lighting is envisioned and has not been accounted for on this project.

Striping and Signing
Stanley shall be responsible for providing design of pavement striping, pavement markings, and traffic signage.

Drainage Reports and Design
The Consultant shall perform all drainage tasks relating to this project as described in the attached drainage scope of work. Catch basin design shall be completed in accordance with the City of Avondale's Storm Water Policy and Standards Manual using 2-yr or 10-yr design frequency storm.

Utilities
Several existing utility facilities may be in conflict with the proposed roadway improvements. Among these are APS and/or SRP electric, AT&T and/or QWEST telephone, MCI worldcom communications, COX communications, Level (3) communications, Southwest Gas, City of Avondale water, and City of Avondale sanitary sewer.

If required, APS or SRP will provide design and construction plans for modifications to their existing facilities. Consultant will provide APS or SRP with base mapping in electronic format after the 15% geometric design plans have been submitted to the City and reviewed. Consultant shall continuously coordinate with all utility stakeholders throughout the project's duration.

Portions of existing water mains within the project limits will be investigated for horizontal or vertical conflicts with the proposed storm drain connections. All conflicting waterlines will be identified by the Engineer. The Engineer will provide

necessary design for waterline relocation work required. At a minimum, fire hydrants will need to be relocated along the alignment, and new hydrants may be added. Valve box lids will also need to be adjusted to new pavement finish grades.

Other existing utility facilities that are in conflict with proposed roadway improvements will require relocation. The individual utility companies will be responsible for providing designs to relocate the conflicting facilities. Consultant will provide coordination with the utilities after each submittal.

Potholing for the purpose of locating underground utilities will be provided by the TBE. The Consultant shall provide the TBE with a list of recommended potholing locations at the 70% design submittal.

Environmental Issues
The City will be responsible for all environmental issues relating to this improvement project.

Landscape Design/Issues (A DYE DESIGN) (Allowance)
A Dye Design will be responsible for all Landscape design and issues relating to this improvement project as described in A Dye Design's scope which is attached to this contract.

Coordination with Union Pacific Railroad
The Consultant shall be responsible for all necessary coordination. The Consultant shall design and provide the necessary railroad crossing exhibits for UPRR to start their design as needed and ascertain any UPRR permits. The City of Avondale will be responsible for any fees and permit costs

Coordination with Maricopa County Department of Transportation
The Consultant shall be responsible for coordination with MCDOT during the design process. This work includes review meetings and work necessary to address review comments from these two agencies. The Consultant shall also be responsible for ascertaining any and all permits from MCDOT as part of these improvements. The City of Avondale will be responsible for any fees and permit costs.

Specialty Meetings
Consultant shall participate in two (2) public meetings as directed by the City. This item shall compensate Consultant for time and materials related to the preparation for, and attendance at two (2) public meetings conducted to inform the public of the project. Tasks included in this allowance are meetings with individual property owners, prepare and mail notices, erect information signs prior to the public meeting, provide meeting place, prepare exhibits, attend meeting and bring key individuals

Updating Right-of Way Map and Area Calculations (Allowance)
The Consultant shall be responsible for calculations and updates necessary to keep Right of Way Map Current.

Special Provisions
Special provisions shall be prepared by Stanley for unique items of work that are not covered by MAG and City of Avondale's Supplements to MAG,

Submittals

The following submittals or "over-the-shoulder" reviews are required for this project:

- 15% Submittal to include base mapping and preliminary roadway and traffic calming geometrics.
- 30% Progress Report to include City approved roadway geometrics and preliminary horizontal and Vertical alignment
- 70% Preliminary Design Submittal to include preliminary paving and storm drain plans, drainage report, preliminary special provisions, and preliminary estimate of probable construction cost.
- 90% PS&E Progress Report to include PS&E paving and storm drain plans, drainage report, special provisions, and final estimate of probable construction cost.
- 100% Final Construction Document Submittal to include final paving and storm drain plans, final special provisions, final estimate of probable construction cost, and any plans prepared by the City that are to be included in the construction documents.

Deliverables

- 15% Submittal: Four (4) sets of plan prints and one (1) set of electronic files.
- 30% Progress Report: Four (4) sets of plan prints.
- 70% Submittal: Six (6) sets of plan prints
- 90% Progress Report: Six (6) sets of plan prints
- 100% Submittal: Six (6) sets of plan prints and one (1) set of mylars, four (4) copies of Geotechnical Report and Drainage Report, four (4) copies of the Special Provisions, four (4) copies of Estimate of Probable Construction Cost, and electronic files of all documents.

Preliminary Schedule: Contingent upon receipt of NTP.

NTP	September 01, 2006
15% Submittal	October, 01 2006
30% Progress Report	November 01, 2006
70% Submittal	November 15, 2006
90% Progress Report	December 01 2006
100% Submittal	December 15, 2006

Dysart Road Pavement Improvements
Van Buren Road to MC-85/Main Street Project

Proposed Scope for Drainage Services

What follows is a general discussion and outline of the understanding of drainage services to be provided as part of the Dysart Road Pavement Improvements – Van Buren Road to MC-85/Main Street Project and a separate drainage study to investigate drainage and flooding problems along Western Avenue. The understanding of these two projects is based upon conversations between the City of Avondale (Scott Tkach) and Stanley Consultants (Charles Joy).

Drainage Improvements along Dysart Road

In general, budgetary constraints will limit the extent of drainage improvements along Dysart Road to replacing existing catch basins (as necessary) and the installation of isolated catch basins (with dry wells), as necessary, to address localized ponding along Dysart Road. Dysart Road will serve as the principal conveyance for roadway drainage and no significant storm drain system will be constructed as part of this project. Drainage improvements will not be provided or required to limit pavement spread, depth of flow in the roadway or otherwise to meet typical city drainage design criteria.

A detailed drainage report, hydrologic and hydraulic analyses for onsite pavement drainage will not be provided or required. A brief drainage memorandum will be prepared to provide an overview of proposed drainage improvements, discuss design limitations and provide supporting design documentation, as necessary.

Drainage design details will be included in the construction documents and may include catch basin and dry well details. Detailed plan and profile sheets of storm drain and/or storm drain laterals are excluded per previously discussed drainage design limitations.

A detailed description of man-hours estimated to complete the effort is provided separately.

Western Avenue Conceptual Drainage Study

Budget permitting, the City of Avondale would like to investigate the source and potential mitigation of flooding along Western Avenue west of Dysart Road. The purpose of the study will be to identify the factors contributing to localized flooding along Western Avenue (generally west of Dysart and East of Central Avenue), perform preliminary hydrologic analyses to approximate the magnitude of existing drainage runoff, investigate practical means of mitigating existing flooding conditions and drainage problems and provide conceptual exhibits using available mapping and topographic information.

The conceptual drainage study will delineate the contributory drainage area and perform limited hydrologic analyses using the Rational Method to estimate peak discharges and runoff. Peak discharges will be developed for the 100-yr, 50-yr, 25-yr, 10-yr, 5-yr and 2-yr events. Only one event will serve as the basis for analysis and development of any mitigation alternatives.

Given that the most apparent drainage improvement would be to add additional catch basins to the existing storm drain system along Western Avenue, if adequate as-built information is available on the existing system, a preliminary StormCAD analysis will be performed to assess the existing storm drain capacity and any proposed modifications to the storm drain system.

The study effort will be documented in a conceptual drainage study report that will discuss existing conditions, significant factors contributing to the localized flooding, present recommendations and provide supporting documentation for all calculations and analyses.

As part of the Conceptual Drainage Study, additional survey of the channel south of Western Avenue from Dysart Road to the Agua Fria River will be provided to estimate the volume capacity of the channel for future reference. A reference line along the channel will be provided for stationing and channel cross sections will be provided every 100 feet.

A detailed description of man-hours estimated to complete the effort is provided separately.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
STANLEY CONSULTANTS, INC.

[Fee Estimate]

See following pages.

Design Manhour Estimate and Fee

CITY OF AVONDALE
DYSART ROADWAY IMPROVEMENTS
VAN BUREN TO MAIN STREET
ESTIMATED STAFF HOURS FOR STANLEY CONSULTANTS

TASK	PP	PM	PE	E	T	SEC	TOTAL
1 PROJECT MANAGEMENT							
Coordination		58	16				74
Subconsultant Coordination		12	6				18
Minutes		28	14			4	46
Review Submittal Meetings and Prepare and Distribute Meeting Minutes		12				8	20
SUBTOTAL		*110*	*36*	*0*	*0*	*12*	*158*
2 DATA COLLECTION							
Kickoff Meeting and Prepare & Distribute Meeting Minutes		6	4			2	12
Coordinate with Utility Companies, UPRR & MCDOT		12	10	8	4	2	36
Site Visit		4	4				8
Gather and Verify Existing as-builts and Maps			2	8	14		24
Draft Utility Information on Plans and Identify Potential Conflicts				16	22		38
Prepare Potholing Plan			6		14		20
SUBTOTAL	*0*	*22*	*26*	*32*	*54*	*4*	*138*
3 DRAINAGE ANALYSIS & REPORT							
Dysart Drainage (refer to drainage Scope)		12	70		50	2	134
SUBTOTAL	*0*	*12*	*70*	*0*	*50*	*2*	*134*
4 DESIGN SERVICES FOR 30% PLANS							
Base Files			12	12	16		40
Typical Sections			6	4	10		20
Geometric Data and Control Sheet			30	14	58		102
Paving Plan and Profiles			38	28	108		174
SUBTOTAL	*0*	*0*	*86*	*58*	*192*	*0*	*336*
5 DESIGN SERVICES FOR 60% PLANS							
Design Data & General Notes			4		22		26
Typical Sections & Key-Map			4		22		26
Geometric Data , Control Sheets & Quantity Sheet			32	22	38		92
Paving Plan and Profiles			30	22	58		110
Signing and Striping Sheets			32	18	38		88
Cost Estimate		8	12	8			28
Special Provisions		4	8			2	14
60% QA/QC		8					8
SUBTOTAL	*0*	*20*	*122*	*70*	*178*	*2*	*392*

Design Manhour Estimate and Fee

CITY OF AVONDALE
DYSART ROADWAY IMPROVEMENTS
VAN BUREN TO MAIN STREET
ESTIMATED STAFF HOURS FOR STANLEY CONSULTANTS

TASK	PP	PM	PE	E	T	SEC	TOTAL
6 DESIGN SERVICES FOR 90% PLANS							
Typical Sections & Key-Map							0
Geometric Data , Control Sheets & Quantity Sheet			4	2	6		12
Paving Plan and Profiles			8	6	26		40
Signing and Striping Plan Sheets			18	6	10		34
Cost Estimate		8	4				12
Special Provisions		4				2	6
90% QA/QC		8					8
SUBTOTAL	*0*	*20*	*34*	*14*	*42*	*2*	*112*
7 DESIGN SERVICES FOR 100% PLANS							
Typical Sections & Key-Map							0
Geometric Data , Control Sheets & Quantity Sheet			4				4
Storm Drain Detail Sheets			6		16		22
Paving Plan and Profiles			8		16		24
Signing and Striping Plan Sheets			8				8
Cost Estimate		4	8				12
Special Provisions		4				6	10
100% QA/QC		8					8
SUBTOTAL	*0*	*16*	*34*	*0*	*32*	*6*	*88*
8 FINAL BID PACKAGE							
Incorporate Final Comments from all Agencies		8			4		12
Special and Technical Provisions		6					6
Cost Estimate		2					2
SUBTOTAL	*0*	*16*	*0*	*0*	*4*	*0*	*20*
9 ADVERTISEMENT ASSISTANCE							
Provide Information to Contractors and Answer Questions, as required		12					12
Issue Addenda If Necessary		4			4	2	10
Attend Pre-Bid Conference		4	4				8
SUBTOTAL	*0*	*20*	*4*	*0*	*4*	*2*	*30*
TOTAL	**0**	**236**	**412**	**174**	**556**	**30**	**1408**

Design Manhour Estimate and Fee

CITY OF AVONDALE
DYSART ROADWAY IMPROVEMENTS
VAN BUREN TO MAIN STREET

NUMBER OF SHEETS

NO. SHTS	TITLE & DESCRIPTION
1	Face Sheet
1	General Notes, Legend & Design Data
2	Typical Sections
2	Key-Map
1	Quantity Summary Sheet
4	Drainage Detail Sheets
2	Geometric Data and Control Sheets
16	Paving Plan and Profiles
6	Storm Drain Plan and Profile Sheets
10	Signing and Striping Plans Sheets
6	Traffic Calming Staking Sheets
51	Total

Design Manhour Estimate and Fee

CITY OF AVONDALE
DYSART ROADWAY IMPROVEMENTS
VAN BUREN TO MAIN STREET

ESTIMATED DIRECT LABOR

CLASSIFICATION	ESTIMATED STAFF HOURS	BILLING RATE	LABOR COST
PROJECT PRINCIPAL		$154.00	$0.00
PROJECT MANAGER	236	$115.00	$27,140.00
PROJECT ENGINEER & DRAINAGE ENGINEER	412	$95.00	$39,140.00
ENGINEER	174	$87.00	$15,138.00
TECHNICIAN/DRAFTER	556	$75.00	$41,700.00
SECRETARY/CLERICAL	30	$55.00	$1,650.00
TOTAL	1408		
NET FEE			$124,768.00

ESTIMATED DIRECT EXPENSES(SEE ATTACHED SHEET)

TRAVEL AND SUBSISTENCE	$288.00	
PRINTING AND REPRODUCTION	$2,681.20	$2,969.20
TOTAL ESTIMATED STANLEY COSTS		**$127,738.00**

SUBCONSULTANTS TOTAL COSTS(SEE ATTACHED SHEETS)

CRS INC. - TOPOGRAPHIC SURVEY	$5,130.00
SPEEDIE & ASSOCIATES	$3,000.00
TOTAL ESTIMATED SUBCONSULTANT COSTS	**$8,130.00**
TOTAL ESTIMATED COSTS	**$135,868.00**

ALLOWANCE ITEMS

Western Avenue Drainage Analysis	$13,330.00
A Dye Design-Landscape & Irrigation	$2,100.00
Pot-Holing Services (6 @ $650/each)	$3,900.00
CRS INC. - LEGALS & DESCRIPTIONS (EXHIBITS@ $450 & Title Rep	$10,000.00
Post Design Services	$9,000.00
TOTAL ESTIMATED COSTS W/ ALLOWANCE ITEMS	**$174,198.00**

Design Manhour Estimate and Fee

CITY OF AVONDALE
DYSART ROADWAY IMPROVEMENTS
VAN BUREN TO MAIN STREET

DIRECT COSTS

TRAVEL

720 miles @ .40 per mile 18 trips @ 40 miles	$288.00	
SUBTOTAL		$288.00

PRINTING AND REPRODUCTION

10 sets	50-8-1/2"X11" copies @ .07 ea (Drainage)	$70.00	
30 sets	11"x17" copies @ 24 sheets @$.35/Sht. (submittals)	$535.50	
10 sets	35-8-1/2"X11" copies @ .07 ea (Misc.)	$35.70	
30 sets	24" X 36" Blueline Prints @ 24 sheets @$1.00/Sht.	$1,530.00	
1 set	24"x36" 4mil mylar @ 24 sheets@ $10.00/Sheet	$510.00	
	SUBTOTAL		$2,681.20
TOTAL			$2,969.20

DEVELOPMENT SERVICES

SUBJECT:
Final Plat Amendment for Whyman Haciendas (FP-06-7)

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Dave Fitzhugh, Interim Development Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat Amendment for Whyman Haciendas

PARCEL SIZE: 8.45 acres

LOCATION: 1,319 feet south of Harrison Drive (South of Buckeye Road) between Dysart Road and 4th Street. (Exhibits A and B)

APPLICANT: Mr. Rick Andreatos, DeMore Development

OWNER: DeMore Development, L.L.C

BACKGROUND:

The property was annexed in 1990 and zoned R1-6 (Single Family Residential).

The City Council approved a preliminary plat for Whyman Haciendas on January 18, 2005. The approved preliminary plat provided for a 32 lot subdivision on approximately 8.57 acres for a density of 3.7 dwelling units per acre.

The City Council approved a final plat for Whyman Haciendas on July 5, 2005 (Exhibit D). The final plat included 32 single-family lots on 8.57 acres for a density of 3.7 dwelling units per acre. Lot sizes ranged from 6,576 square feet to 9,395 square feet with an average lot size of 8,325 square feet. The minimum lot width was 60 feet and the minimum lot depth was 104 feet.

The subdivision is currently under construction.

SUMMARY OF REQUEST:

1. In April 2006, the southern perimeter wall for Whyman Haciendas was erected in an incorrect location. As a result of this error, a portion of fourteen lots and one tract are located on the outside of the fence line. The developer has subsequently reached an agreement with the property owner to the south to deed over the portion of land outside of the fence.

2. The applicant is requesting a final plat amendment for Whyman Haciendas to accommodate the already constructed perimeter wall. The proposed amendment will reduce the gross site area from 8.57 acres to 8.45 acres and reconfigure 14 single family lots (lots 17 through 30). Slight modifications will also be made to the configuration of Tract C (Drainage, Landscape, and Open Space).

3. The proposed amendment will decrease the depth of lots 17-30 by an average of 5 feet and the area of these affected lots by an average of 368 square feet. The amended plat will result in a subdivision that is in conformance with the standards of the R1-6 zoning district.

4. The proposed amendment will not change the total number of lots, minimum lot width, or minimum lot depth in the Whyman Haciendas subdivision.

PARTICIPATION:

Public notification is not required for Final Plats.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plats.

ANALYSIS:

· The General Plan designates this site for Medium High Density Residential (4 to 8 dwelling units per acre). The proposed density of 3.8 dwelling units per acre is slightly less than the target density of the General Plan, but is consistent with the R1-6 zoning.

· The proposed final plat amendment is substantially consistent with the approved preliminary plat and final plat.

· The proposed modifications are minor and will not alter the design or character of the subdivision.

· All applicable stipulations required for the previously approved Whyman Haciendas Final Plat will remain in effect (Exhibit E).

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the proposed amendment to the Whyman Haciendas Final Plat, subject to the following stipulations:

1. The recorded plat shall be in conformance with the Final Plat date stamped October 27, 2006, except as modified by these stipulations.

2. All applicable stipulations for the previously approved Whyman Haciendas Final Plat (Case FP-05-01) shall remain in full force and effect.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** Case FP-06-7, a request to amend the Final Plat for Whyman Haciendas, subject to the two stipulations recommended by staff.

ATTACHMENTS:

Click to download

- Exhibits

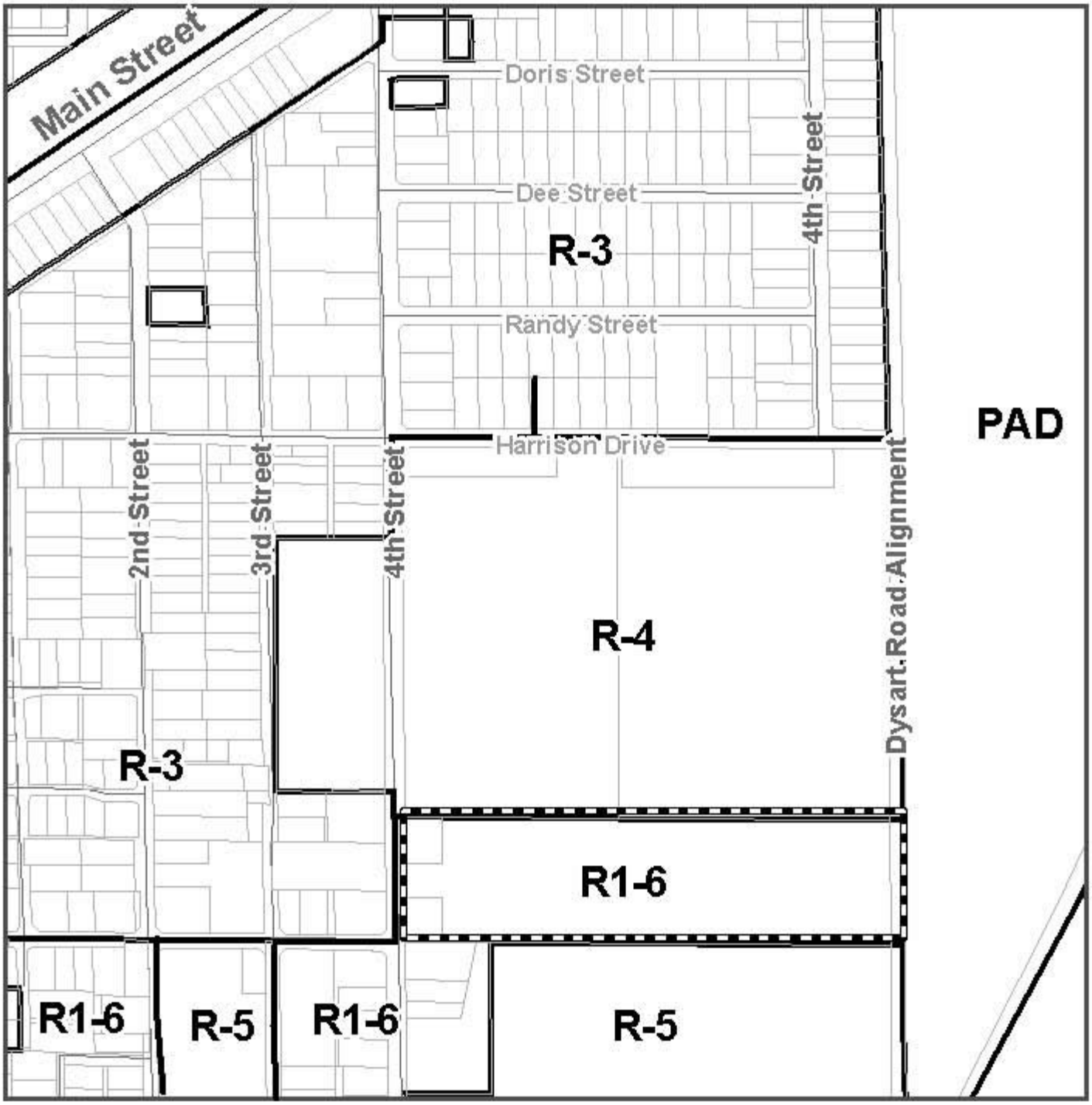
FULL SIZE COPIES (Council Only):

Proposed Final Plat Amendment date stamped October 27, 2006

PROJECT MANAGER:

Ken Galica, Zoning Specialist (623) 478-3341

Exhibit A



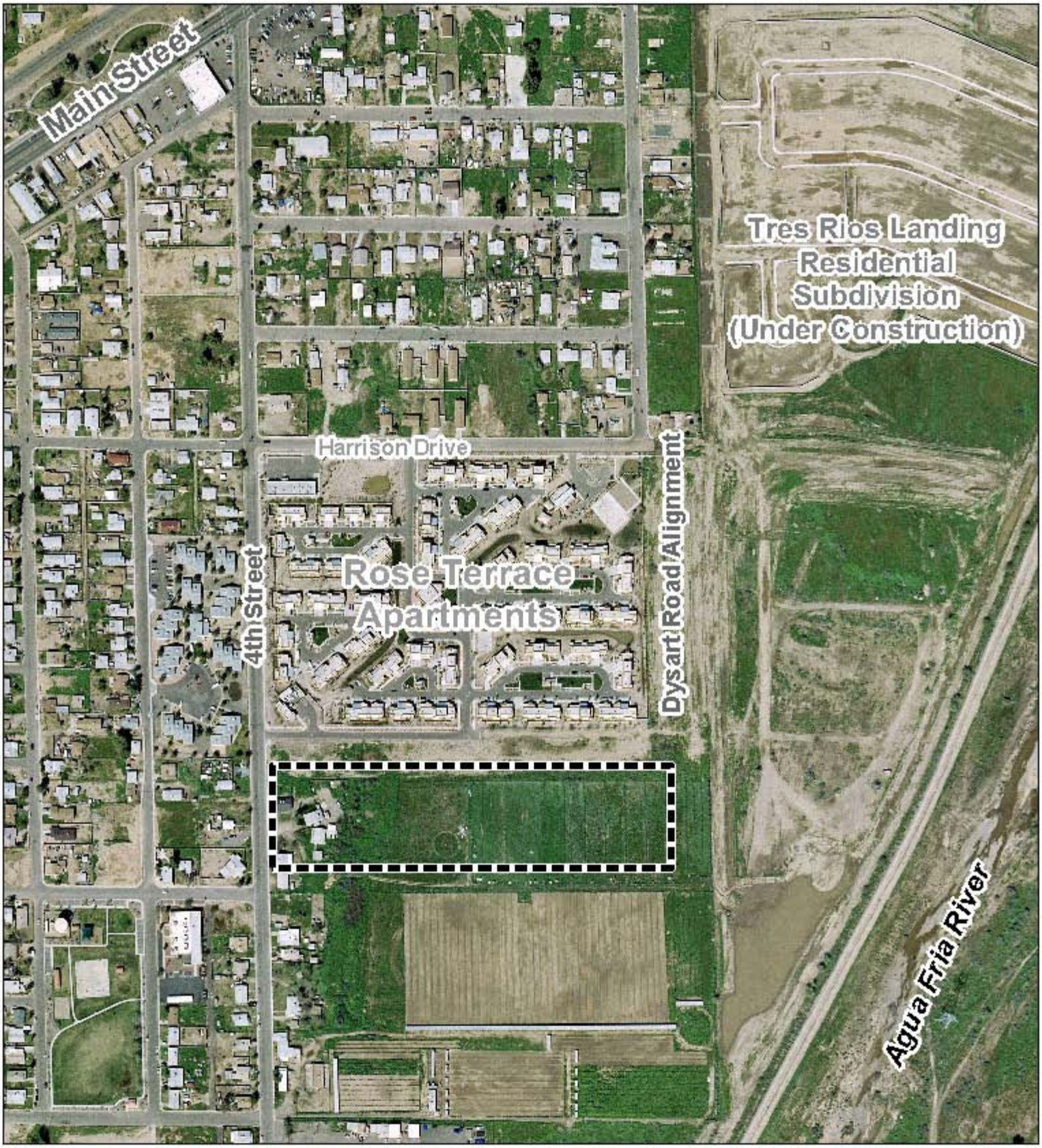
Zoning Vicinity Map

FP-06-7

Avondale

Subject Site

Exhibit B



Air Photo 2005
FP-06-7

Avondale

- Subject Site

SUMMARY OF RELATED FACTS
FP-06-7

APPLICATION

THE PROPERTY	
PARCEL SIZE	8.45 Acres
LOCATION	1,319 feet south of Harrison Drive (South of Buckeye Road) between Dysart Road and 4th Street.
PHYSICAL CHARACTERISTICS	The property is irregular in shape, with 330 linear feet of street frontage on Dysart Road and 90 linear feet of frontage on 4th Street. The site consists of one parcel.
EXISTING LAND USE	Under Construction
EXISTING ZONING	R1-6
ZONING HISTORY	This property was annexed in 1990 and zoned R1-6.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	Multi-Family Residential and vacant, zoned R-4
EAST	Tres Rios Single-Family Residential Subdivision, zoned PAD
SOUTH	Single-Family Residential, zoned R1-6 and R-5
WEST	Single-Family Residential, zoned R1-6

GENERAL PLAN
The General Plan identifies this property as Medium High Density Residential, 4-8 dwelling units per gross acre.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District and Agua Fria Union High School District
ELEMENTARY SCHOOL	Michael Anderson (Grades K-6)
MIDDLE SCHOOL	Avondale Middle School (7-8)
HIGH SCHOOL	Agua Fria Union High School (Grades 9-12)

STREETS	
Dysart Road	
CLASSIFICATION	Collector
EXISTING HALF STREET ROW	20 Feet
STANDARD HALF STREET ROW	40 Feet
EXISTING HALF STREET IMPROVEMENTS	None
STANDARD HALF STREET IMPROVEMENTS	One travel lanes in each direction with ½ center turn lane, curb, gutter, bike lane, sidewalk, landscape, lighting
4th Street	
CLASSIFICATION	Local
EXISTING HALF STREET ROW	25 Feet
MODIFIED HALF STREET ROW	25 Feet
EXISTING HALF STREET IMPROVEMENTS	One travel lane in each direction, curb, lighting.
STANDARD HALF STREET IMPROVEMENTS	One travel lanes in each direction, curb, sidewalk, lighting

UTILITIES
Water for the site will be provided from a 12-inch line in 4th Street and a 12-inch line in Dysart Road. The sewer pump line will connect to a 10” line which will connect to the existing 15” line parallel to Dysart Road.

FINAL PLAT FOR WHYMAN HACIENDAS AVONDALE, ARIZONA

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

NOTES

1. ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY WHYMAN HACIENDAS HOMEOWNERS ASSOCIATION.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2-HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

8. TWO STORY BUILDINGS ARE NOT ALLOWED ALONG DYSART ROAD - LOTS 16 AND 17

9. NO PARKING SHALL BE ALLOWED IN THE VICINITY OF THE ROUNDABOUT.

ENGINEER

EVOLUTION ENGINEERING, L.L.C.
1731 E ORANGEWOOD AVE
PHOENIX, ARIZONA 85020
PHONE: (602) 944-1144
CONTACT: JASON CORWIN

LAND SURVEYOR

BRADY AULERICH AND ASSOCIATES, INC.
1030 E. GUADALUPE ROAD
TEMPE, AZ 85283
PHONE: (480) 839-4000
CONTACT: CHRIS AULERICH

DEVELOPER / OWNER

DEMORE DEVELOPMENT, L.L.C.
23910 N.19TH AVE, SUITE 16
PHOENIX, AZ 85027
PHONE (623) 847-5460
CONTACT: JON DEMORE

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE WEST 25 FEET; AND EXCEPT THE WEST 125.00 FEET OF THE SOUTH 120.00 FEET; AND EXCEPT THE WEST 125.00 FEET OF THE NORTH 120.00 FEET.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:
COMMENCING AT THE MONUMENTED SOUTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 (SAID MONUMENT BEING A BRASS CAP IN HANDHOLE AT THE INTERSECTION OF MOUNTAIN VIEW DRIVE AND 4TH STREET);
THENCE NORTH 00° 01' 41" WEST, ALONG THE WEST LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 329.99 FEET;
THENCE SOUTH 88° 27' 27" EAST, A DISTANCE OF 125.00 FEET OF THE POINT OF BEGINNING
THENCE SOUTH 88° 27'27" EAST, A DISTANCE OF 115.04 FEET;
THENCE SOUTH 00° 01' 41" EAST, A DISTANCE OF 143.05 FEET;
THENCE NORTH 88°27' 34" WEST, DISTANCE OF 115.04 FEET;
THENCE NORTH 00° 01' 42" WEST, A DISTANCE OF 23.05 FEET;
THENCE NORTH 00° 01' 41" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED PROPERTY BEING IN AND FORMING A PART OF THE CITY OF AVONDALE, ARIZONA AND COMPRISING AN AREA OF 373,495.5 SQUARE FEET OR 8.5743 ACRES MORE OR LESS.

LAND USE TABLE

GROSS AREA	8.57 ACRES
AREA OF TRACTS/OPEN SPACE	1.11 ACRES
AREA OF ROW	1.43 ACRES
AREA OF LOTS	5.57 ACRES
TOTAL NUMBER OF LOTS	32 LOTS
DENSITY	3.7 DU/AC
AVERAGE AREA PER LOT	8130 S.F.
MINIMUM LOT SIZE	6,626 S.F.
MAX NUMBER OF LOTS PER BASE R1-6 ZONING *	42 LOTS

* GROSS ACREAGE OF 8.57 ACRES * 5.0 DU/AC = 42 LOTS

TRACT USES

TRACT NAME	AREA (AC)	USE
TRACT 'A'	0.07	LANDSCAPE
TRACT 'B'	0.03	LANDSCAPE
TRACT 'C'	0.42	DRAINAGE, LANDSCAPE, AND OPEN SPACE
TRACT 'D'	0.23	DRAINAGE, LANDSCAPE, AND OPEN SPACE
TRACT 'E'	0.10	DRAINAGE, LANDSCAPE, AND OPEN SPACE
TRACT 'F'	0.05	SEWER LIFT STATION
TRACT 'G'	0.03	LANDSCAPE
TRACT 'H'	0.03	DRAINAGE, LANDSCAPE

ZONING DATA

ZONING: R1-6
SETBACKS
FRONT YARD: 20'
REAR YARD: 15'
SIDE YARD: TOTAL 15', MINIMUM 5'; SIDE STREET 10'
MAX DENSITY: 5.0 DU/AC
MIN. LOT WIDTH: 60'; MIN LOT DEPTH: 94'
*NO TWO STORY HOMES ARE PERMITTED ON LOTS 16 AND 17

SITE BENCHMARK

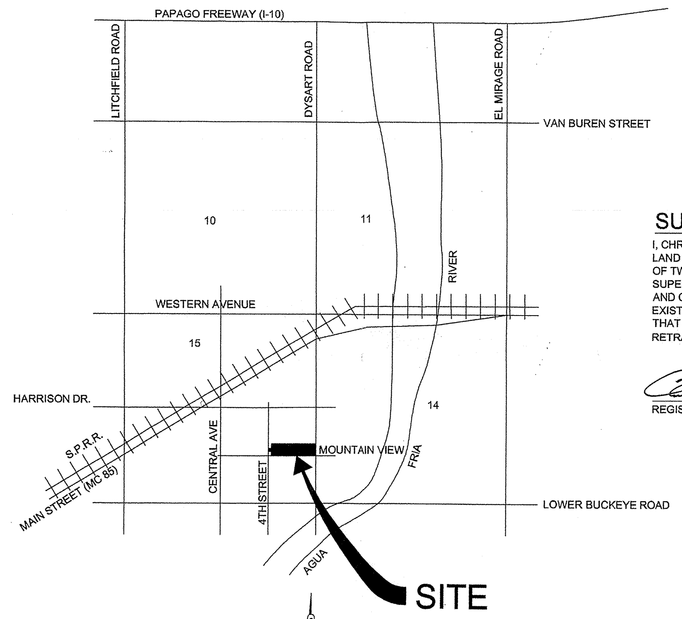
TOP OF BRASS CAP IN HANDHOLE LOCATED AT THE INTERSECTION OF 4TH STREET AND MOUNTAIN VIEW.
ELEVATION = 953.21
(DATE OF SURVEY 04/27/04)

BENCHMARK

CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED AT THE INTERSECTION OF DYSART ROAD (8TH STREET) AND BUCKEYE ROAD.
ELEVATION = 960.70 (CITY OF AVONDALE DATUM)

LOT AREA TABLE

LOT NUMBER	WIDTH	AREA (sf)	AREA (acres)
1	60	9,325	0.21
2	60	8,886	0.20
3	60	8,590	0.20
4	60	8,154	0.19
5	60	7,729	0.18
6	60	7,445	0.17
7	60	6,818	0.16
8	60	6,576	0.15
9	60	7,440	0.17
10	60	7,728	0.18
11	60	8,155	0.19
12	60	8,637	0.20
13	60	8,993	0.21
14	60	9,202	0.21
15	60	9,263	0.21
16	60	9,196	0.21
17	60	7,637	0.18
18	60	7,549	0.17
19	60	7,560	0.17
20	60	7,713	0.18
21	60	8,009	0.18
22	60	8,447	0.19
23	60	8,923	0.20
24	60	9,266	0.21
25	60	9,106	0.21
26	60	8,703	0.20
27	60	9,395	0.22
28	60	9,166	0.21
29	60	8,773	0.20
30	60	8,318	0.19
31	60	7,733	0.18
32	60	7,961	0.18



LOCATION MAP

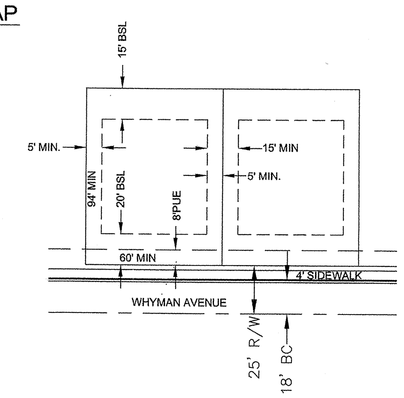
N.T.S.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

LEGEND

	EXISTING SURVEY MONUMENT FND. AS NOTED
	PROPOSED SURVEY MONUMENT (BRASS CAP)
	EXISTING SECTION CORNER NOTHING FOUND OR SET
	EXISTING SURVEY MONUMENT (BRASS CAP)
	SET PARCEL BOUNDARY MONUMENT (1/2" REBAR WITH CAP) UNLESS OTHERWISE NOTED
PUE	PUBLIC UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT
WLE	WATER LINE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SLE	SEWER LINE EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
UE	UTILITY EASEMENT
EE	ELECTRIC EASEMENT
RW	RIGHT-OF-WAY



TYPICAL LOT

N.T.S.

SURVEYOR'S CERTIFICATION

I, CHRISTOPHER E. AULERICH HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CONSISTING OF TWO SHEETS, CORRECTLY REPRESENTS A SURVEY DONE UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2004, THAT THE PLAT IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

19809 6/14/05
REGISTERED LAND SURVEYOR REG. NO. DATE

REGISTERED LAND SURVEYOR CERTIFICATE NO. 19809 CHRISTOPHER E. AULERICH ARIZONA U.S.A.
6/14/05

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WHYMAN HACIENDAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF WHYMAN HACIENDAS, A PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER MERIDIAN, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID WHYMAN HACIENDAS, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET AND TRACT, AND THAT EACH LOT, STREET AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME, AND/OR LETTER GIVEN TO EACH. THE EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN HEREON. THE STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC. TRACTS A-E, G AND H ARE HEREBY DEDICATED TO THE WHYMAN HACIENDAS COMMUNITY ASSOCIATION AND SHALL BE OWNED, LANDSCAPED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. TRACT F IS HEREBY DEDICATED TO THE CITY OF AVONDALE FOR SEWER FACILITIES. TRACT F IS NOT SUBJECT TO THE WHYMAN HACIENDAS COMMUNITY ASSOCIATION OR THE CC&R'S.

IN WITNESS WHEREOF: WHYMAN HACIENDAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS CAUSED IT'S NAME TO BE AFFIXED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____.

BY: WHYMAN HACIENDAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
NAME: –
ITS: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF)

ON THIS _____ DAY OF _____, ____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF _____, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

BY: _____ _____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

CITY COUNCIL

☐ Approved ☐ Denied ☑ Approved with Conditions

07/08/2005
Date

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 200___.

MAYOR DATE

ATTEST, CITY CLERK DATE

CITY ENGINEER DATE

CITY OF AVONDALE PLANNING AND BUILDING SERVICES DEPARTMENT JUN 24 2005

CALL TWO WORKING DAYS BEFORE YOU DIG
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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

EVOLUTION ENGINEERING, L.L.C.
CIVIL ENGINEERING LAND DEVELOPMENT WATER RESOURCES

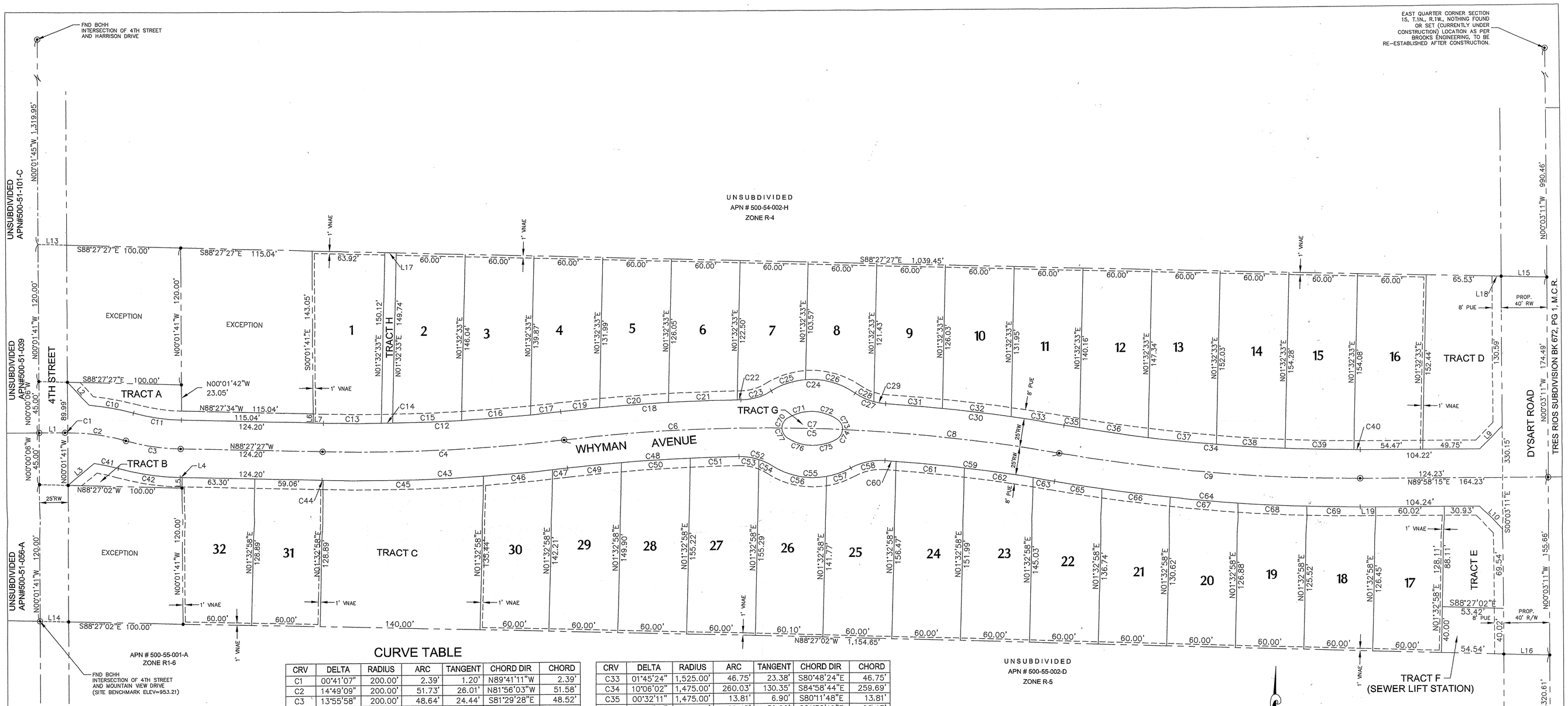
1731 E. ORANGEWOOD AVE. · PHOENIX, ARIZONA 85020
PHONE: 602·944·1144 FAX: 602·532·7091 EMAIL: staff@evolutioneng.com

DSN:	JSC	JOB #:	2004026
DFT:	JJS	DATE:	06/14/05
CHK:	JMS	SCALE:	N/A

REVISIONS BY DATE

FINAL PLAT FOR WHYMAN HACIENDAS AVONDALE, ARIZONA

SHEET 1 OF 2



CURVE TABLE

CRV	DELTA	RADIUS	ARC	TANGENT	CHORD DIR	CHORD
C1	00°41'07"	200.00'	2.39'	1.20'	N89°41'11"W	2.39'
C2	14°49'09"	200.00'	51.73'	26.01'	N81°56'03"W	51.58'
C3	13°55'58"	200.00'	48.64'	24.44'	S81°29'28"E	48.52'
C4	08°04'02"	1,500.00'	211.20'	105.77'	N87°30'32"E	211.02'
C5	16°35'46"	1,500.00'	434.49'	218.78'	S88°13'36"E	432.97'
C6	07°18'12"	1,500.00'	191.20'	95.73'	N87°07'37"E	191.07'
C7	02°01'36"	1,500.00'	53.06'	26.53'	S88°12'29"E	53.06'
C8	07°15'59"	1,500.00'	190.23'	95.24'	S83°33'42"E	190.10'
C9	10°06'02"	1,500.00'	264.43'	132.56'	S84°58'44"E	264.09'
C10	10°05'26"	225.00'	39.63'	19.86'	N79°34'12"W	39.57'
C11	13°55'58"	175.00'	42.56'	21.38'	S81°29'28"E	42.45'
C12	08°04'02"	1,475.00'	207.68'	104.01'	N87°30'32"E	207.51'
C13	01°58'31"	1,475.00'	50.85'	25.43'	S89°26'43"E	50.85'
C14	00°23'19"	1,475.00'	10.01'	5.00'	N89°22'22"E	10.01'
C15	02°20'07"	1,475.00'	60.12'	30.06'	N88°00'39"E	60.11'
C16	02°20'35"	1,475.00'	60.32'	30.16'	N85°40'18"E	60.32'
C17	01°01'29"	1,475.00'	26.38'	13.19'	N83°59'16"E	26.38'
C18	05°55'31"	1,525.00'	157.71'	78.93'	N86°26'17"E	157.64'
C19	01°16'57"	1,525.00'	34.13'	17.07'	N84°07'00"E	34.13'
C20	02°15'56"	1,525.00'	60.30'	30.15'	N85°53'26"E	60.29'
C21	02°15'30"	1,525.00'	60.11'	30.06'	N88°09'09"E	60.11'
C22	00°07'09"	1,525.00'	3.17'	1.58'	N89°20'28"E	3.17'
C23	30°31'19"	53.58'	28.54'	14.62'	N74°08'23"E	28.21'
C24	65°49'26"	67.58'	77.64'	43.74'	S88°12'33"E	73.44'
C25	27°05'51"	67.58'	31.96'	16.29'	N72°25'39"E	31.66'
C26	38°43'35"	67.58'	45.68'	23.75'	S74°39'38"E	44.81'
C27	30°31'19"	53.58'	28.54'	14.62'	S70°33'30"E	28.21'
C28	19°18'32"	53.58'	18.06'	9.11'	S64°57'06"E	17.97'
C29	11°12'47"	53.58'	10.49'	5.26'	S80°12'45"E	10.47'
C30	05°53'27"	1,525.00'	156.79'	78.46'	S82°52'26"E	156.72'
C31	01°52'07"	1,525.00'	49.74'	24.87'	S84°53'05"E	49.74'
C32	02°15'55"	1,525.00'	60.30'	30.15'	S82°49'04"E	60.29'

CRV	DELTA	RADIUS	ARC	TANGENT	CHORD DIR	CHORD
C33	01°45'24"	1,525.00'	46.75'	23.38'	S80°48'24"E	46.75'
C34	10°06'02"	1,475.00'	260.03'	130.35'	S84°58'44"E	259.69'
C35	00°32'11"	1,475.00'	13.81'	6.90'	S80°11'48"E	13.81'
C36	02°20'51"	1,475.00'	60.43'	30.22'	S81°38'19"E	60.43'
C37	02°20'17"	1,475.00'	60.19'	30.10'	S83°58'52"E	60.18'
C38	02°19'57"	1,475.00'	60.05'	30.03'	S86°18'59"E	60.04'
C39	02°19'51"	1,475.00'	60.00'	30.01'	S88°38'53"E	60.00'
C40	00°12'56"	1,475.00'	5.55'	2.77'	S89°55'17"E	5.55'
C41	07°09'09"	175.00'	21.85'	10.94'	N78°06'03"W	21.83'
C42	13°55'58"	225.00'	54.71'	27.49'	S81°29'28"E	54.58'
C43	08°04'02"	1,525.00'	214.72'	107.54'	N87°30'32"E	214.54'
C44	00°02'07"	1,525.00'	0.94'	0.47'	S88°28'31"E	0.94'
C45	05°16'03"	1,525.00'	140.20'	70.15'	N88°52'24"E	140.15'
C46	02°16'07"	1,525.00'	60.39'	30.20'	N85°06'19"E	60.38'
C47	00°29'44"	1,525.00'	13.19'	6.60'	N83°43'23"E	13.19'
C48	05°49'54"	1,475.00'	150.13'	75.13'	N86°23'28"E	150.07'
C49	01°50'15"	1,475.00'	47.30'	23.65'	N84°23'38"E	47.30'
C50	02°20'24"	1,475.00'	60.24'	30.12'	N86°28'58"E	60.24'
C51	01°39'16"	1,475.00'	42.59'	21.30'	N88°28'48"E	42.59'
C52	33°03'53"	53.58'	30.92'	15.90'	S74°09'38"E	30.49'
C53	18°55'11"	53.58'	17.69'	8.93'	S81°13'59"E	17.61'
C54	14°08'42"	53.58'	13.23'	6.65'	S64°42'02"E	13.19'
C55	61°09'32"	67.58'	72.14'	39.93'	S88°12'27"E	68.76'
C56	42°15'12"	67.58'	49.84'	26.11'	S78°45'17"E	48.72'
C57	18°54'20"	67.58'	22.30'	11.25'	N70°39'57"E	22.20'
C58	33°03'53"	53.58'	30.92'	15.90'	N77°44'43"E	30.49'
C59	05°47'38"	1,475.00'	149.15'	74.64'	S82°49'31"E	149.09'
C60	00°22'31"	1,475.00'	9.66'	4.83'	S85°32'05"E	9.66'
C61	02°20'14"	1,475.00'	60.17'	30.09'	S84°10'42"E	60.17'
C62	02°20'47"	1,475.00'	60.41'	30.21'	S81°50'11"E	60.40'
C63	00°44'05"	1,475.00'	18.92'	9.46'	S80°17'45"E	18.92'
C64	10°06'02"	1,525.00'	268.84'	134.77'	S84°58'44"E	268.49'

CRV	DELTA	RADIUS	ARC	TANGENT	CHORD DIR	CHORD
C65	01°33'54"	1,525.00'	41.66'	20.83'	S80°42'40"E	41.66'
C66	02°15'58"	1,525.00'	60.32'	30.16'	S82°37'36"E	60.31'
C67	02°15'32"	1,525.00'	60.12'	30.06'	S84°53'21"E	60.12'
C68	02°15'18"	1,525.00'	60.02'	30.01'	S87°08'45"E	60.02'
C69	01°45'20"	1,525.00'	46.73'	23.37'	S89°09'04"E	46.73'
C70	58°09'30"	10.08'	10.23'	5.61'	S29°29'21"W	9.80'
C71	33°14'31"	40.08'	23.25'	11.96'	S75°11'22"W	22.93'
C72	33°15'54"	40.08'	23.27'	11.97'	N71°33'25"W	22.94'
C73	58°00'03"	10.08'	10.20'	5.59'	N25°55'27"W	9.77'
C74	55°29'32"	10.08'	9.76'	5.30'	N30°49'20"E	9.39'
C75	33°14'31"	40.08'	23.25'	11.96'	N75°11'22"E	22.93'
C76	33°15'54"	40.08'	23.27'	11.97'	S71°33'25"E	22.94'
C77	55°20'05"	10.08'	9.73'	5.28'	S27°15'26"E	9.36'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°58'15"E	22.59'
L2	S42°52'38"E	27.70'
L3	N50°41'39"E	29.75'
L4	S88°27'27"E	1.84'
L5	N01°32'58"E	8.92'
L6	S01°32'33"W	8.00'
L7	N88°27'27"W	9.16'
L9	S44°57'32"W	28.28'
L10	S45°02'28"E	28.29'
L13	S88°27'27"E	25.01'
L14	S88°27'02"E	25.21'
L15	S88°27'27"E	40.00'
L16	S88°27'02"E	40.00'
L17	S88°27'27"E	10.00'
L18	S88°27'27"E	8.00'
L19	N89°58'15"E	13.28'

CITY COUNCIL

☐ Approved ☐ Denied ☑ Approved with Conditions

07/08/2005
Date

CITY OF AVONDALE
PLANNING AND BUILDING SERVICES DEPARTMENT
JUN 24 2005

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PHONE: 602·944·1144 FAX: 602·532·7091 EMAIL: staff@evolutioneng.com

DSN:	JSC	JOB #:	2004026
DFT:	JJS	DATE:	06/14/05
CHK:	JMS	SCALE:	1"=40'

REVISIONS	BY	DATE

FINAL PLAT FOR WHYMAN HACIENDAS AVONDALE, ARIZONA

SHEET 2 OF 2

City of Avondale

Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804
Phone: (623) 478-3330
Fax: (623) 478-3824
Website: www.avondale.org

July 8, 2005

Mr. Mark Lewis
JMDemore Builders
23910 N. 19th Avenue, Ste 16
Phoenix, Arizona
85027

RE: Final Plat for Whyman Haciendas
Case Number FP-05-01 - APPROVAL

Mr. Lewis;

I am pleased to inform you that on July 5, 2005 the City Council approved Case FP-05-01, a final plat approval for Whyman Haciendas, subject to the following 16 stipulations:

1. The recorded plat shall be in conformance with the final plat date stamped June 24, 2005 except as modified by these stipulations.
2. All engineering plans shall be approved by the City Engineer prior to the recordation of the final plat and within 90 days of final plat approval by the City Council.
3. The developer shall provide a performance bond as financial assurance for the completion of City required improvements prior to recording the final plat.
4. Final landscape plans shall be approved within 90 days of final plat approval by the City Council.
5. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the final plat.
6. All perimeter walls and landscaping shall be installed with the first phase of development.
7. The CC&R's shall state that the homeowner's association shall maintain all common areas, right-of-way landscaping, perimeter theme walls and tracts, except for Tract F (sewer lift station).

8. A decorative wall shall be provided adjacent to Tract C that substantially matches the theme wall of the subdivision as determined at the time of final landscape plan approval.
9. Prospective homebuyers shall be informed by witnessed notification of the active sewer lift station. In addition, a map showing the location of the sewer lift station shall be prominently displayed in the model home sales office. Notice shall also be placed within the CC&R's, public report, and on the final plat prior to recordation.
10. Prospective home buyers shall be informed by witnessed declaration of the adjacent dog kennels. In addition, a map showing the location of the kennel property shall be prominently displayed in the model home sales office. Notice shall also be placed within the CC&R's, public report, and on the final plat prior to recordation.
11. Two-story homes shall not be constructed adjacent to Dysart Road. This restriction will also be placed within the CC&Rs.
12. A minimum of three model homes with three different elevations shall be provided. This restriction will also be placed within the CC&Rs.
13. The final plat shall be revised prior to recordation to adjust the size and configuration of Tract F as determined by the City Engineer.
14. A wrought-iron gate and view fence shall be used to limit access to tract H as determined at the time of final landscape plan approval. This restriction will also be placed within the CC&Rs.
15. The developer shall be responsible for installing "No Parking" signs in the vicinity of the roundabout as determined by the City Engineer at the time of improvement plan review. A note shall be included on the final plat stating this parking restriction.
16. CC&Rs shall be reviewed by Planning & Building Services staff prior to recording and then recorded concurrent with the final plat.

A copy of the approved plat is enclosed. Please contact Linda Herring in the Engineering Department at 623.478.3277 concerning the recordation process. If you should have any questions regarding the final plat approval, please contact me at 623.478.3341. It has been a pleasure to assist you with this project.

Sincerely,

Benjamin A. Maresca
Planner I

Enclosure: FP-05-01 (Approved By Council)

CC: Mike Smith, Engineering Department
Ken Sowers, Planning and Building Services Department
File FP-05-01, Correspondence File

AMENDED PLAT FOR WHYMAN HACIENDAS AVONDALE, ARIZONA

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

THIS AMENDED PLAT SUPERSEDES THAT CERTAIN
PLAT RECORDED IN BOOK 771 OF MAPS, PAGE 50,
OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA

NOTES

1. ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY WHYMAN HACIENDAS HOMEOWNERS ASSOCIATION.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2-HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

8. TWO STORY BUILDINGS ARE NOT ALLOWED ALONG DYSART ROAD - LOTS 16 AND 17

9. NO PARKING SHALL BE ALLOWED IN THE VICINITY OF THE ROUNDABOUT.

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPTING FROM SAID SOUTH HALF THE WEST 25 FEET; AND ALSO EXCEPTING FROM SAID SOUTH HALF THE WEST 125.00 FEET OF THE SOUTH 120.00 FEET; AND ALSO EXCEPTING FROM SAID SOUTH HALF THE WEST 125.00 FEET OF THE NORTH 120.00 FEET.

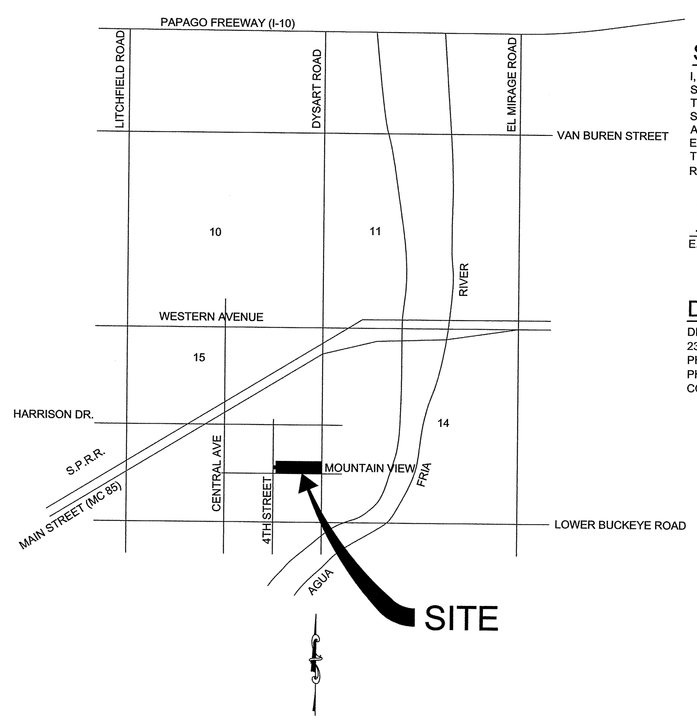
ALSO EXCEPTING FROM SAID SOUTH HALF THE FOLLOWING TWO (2) DESCRIBED PARCELS:

PARCEL 1:
COMMENCING AT THE MONUMENTED SOUTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 (SAID MONUMENT BEING A BRASS CAP IN HANDHOLE AT THE INTERSECTION OF MOUNTAIN VIEW DRIVE AND 4TH STREET);
THENCE NORTH 00° 01' 41" WEST, ALONG THE WEST LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 329.99 FEET;
THENCE SOUTH 88° 27' 27" EAST, A DISTANCE OF 125.00 FEET OF THE POINT OF BEGINNING
THENCE SOUTH 88° 27'27" EAST, A DISTANCE OF 115.04 FEET;
THENCE SOUTH 00° 01' 41" EAST, A DISTANCE OF 143.05 FEET;
THENCE NORTH 88°27' 34" WEST, DISTANCE OF 115.04 FEET;
THENCE NORTH 00° 01' 42" WEST, A DISTANCE OF 23.05 FEET;
THENCE NORTH 00° 01' 41" WEST, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
A PORTION OF LOTS 17 THROUGH 30 AND A PORTION OF TRACT C, FINAL PLAT FOR WHYMAN HACIENDAS, AS RECORDED IN BOOK 771 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS, AND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 17;
THENCE NORTH 88° 27' 02" WEST, ALONG THE SOUTH LINE OF SAID WHYMAN HACIENDAS, A DISTANCE OF 974.98 FEET TO A POINT LYING 250.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SAID SECTION 15;
THENCE NORTH 00° 01' 41" WEST, , A DISTANCE OF 1.89 FEET;
THENCE SOUTH 88° 44' 45" EAST, A DISTANCE OF 61.48 FEET;
THENCE SOUTH 88° 54' 26" EAST, A DISTANCE OF 913.59 FEET TO THE EAST LINE OF SAID LOT 17;
THENCE SOUTH 01° 32' 58" EAST ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 9.48 FEET TO THE POINT OF BEGINNING.

DESCRIBED PROPERTY BEING IN AND FORMING A PART OF THE CITY OF AVONDALE, ARIZONA AND COMPRISING AN AREA OF 368,031 SQUARE FEET OR 8.45 ACRES, MORE OR LESS.



LOCATION MAP

N.T.S.

ENGINEER

EVOLUTION ENGINEERING, L.L.C.
1731 E ORANGEWOOD AVE
PHOENIX, ARIZONA 85020
PHONE: (602) 944-1144
CONTACT: JASON CORWIN

LAND SURVEYOR

BRADY AULERICH AND ASSOCIATES, INC.
1030 E. GUADALUPE ROAD
TEMPE, AZ 85283
PHONE: (480) 839-4000
CONTACT: CHRIS AULERICH

SURVEYOR'S CERTIFICATION

I, E. TERRY HOLBERT HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CONSISTING OF TWO SHEETS, CORRECTLY REPRESENTS A SURVEY DONE UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2004, THAT THE PLAT IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

E. TERRY HOLBERT — NO. 41773 — DATE 10-26-2006

DEVELOPER / OWNER

DEMORE DEVELOPMENT, L.L.C.
23910 N.19TH AVE, SUITE 16
PHOENIX, AZ 85027
PHONE (623) 847-5460
CONTACT: JON DEMORE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WHYMAN HACIENDAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF WHYMAN HACIENDAS, A PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER MERIDIAN, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID WHYMAN HACIENDAS, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET AND TRACT, AND THAT EACH LOT, STREET AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME, AND/OR LETTER GIVEN TO EACH. THE EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN HEREON. THE STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC. TRACTS A-E, G AND H ARE HEREBY DEDICATED TO THE WHYMAN HACIENDAS COMMUNITY ASSOCIATION AND SHALL BE OWNED, LANDSCAPED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. TRACT F IS HEREBY DEDICATED TO THE CITY OF AVONDALE FOR SEWER FACILITIES. TRACT F IS NOT SUBJECT TO THE WHYMAN HACIENDAS COMMUNITY ASSOCIATION OR THE CC&R'S.

IN WITNESS WHEREOF: WHYMAN HACIENDAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS CAUSED IT'S NAME TO BE AFFIXED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____.

BY: WHYMAN HACIENDAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
NAME: --
ITS: PRESIDENT

ZONING DATA

ZONING: R1-6
SETBACKS
FRONT YARD: 20'
REAR YARD: 15'
SIDE YARD: TOTAL 15', MINIMUM 5'; SIDE STREET 10'
MAX DENSITY: 5.0 DU/AC
MIN. LOT WIDTH: 60'; MIN LOT DEPTH: 94'
*NO TWO STORY HOMES ARE PERMITTED ON LOTS 16 AND 17

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF)

ON THIS _____ DAY OF _____, _____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF _____, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

BY:_____ _____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

SITE BENCHMARK

TOP OF BRASS CAP IN HANDHOLE LOCATED
AT THE INTERSECTION OF 4TH STREET
AND MOUNTAIN VIEW.
ELEVATION = 953.21
(DATE OF SURVEY 04/27/04)

LAND USE TABLE

GROSS AREA	8.43 ACRES
AREA OF TRACTS/OPEN SPACE	0.95 ACRES
AREA OF ROW	1.49 ACRES
AREA OF LOTS	5.99 ACRES
TOTAL NUMBER OF LOTS	32 LOTS
DENSITY	3.7 DU/AC
AVERAGE AREA PER LOT	8158 S.F.
MINIMUM LOT SIZE	6,576 S.F.
MAX NUMBER OF LOTS PER BASE R1-6 ZONING *	42 LOTS

* GROSS ACREAGE OF 8.43 ACRES * 5.0 DU/AC = 42 LOTS

LOT AREA TABLE

LOT NUMBER	WIDTH	AREA (sf)	AREA (acres)
1	60	9,325	0.21
2	60	8,886	0.20
3	60	8,590	0.20
4	60	8,154	0.19
5	60	7,729	0.18
6	60	7,445	0.17
7	60	6,818	0.16
8	60	6,576	0.15
9	60	7,440	0.17
10	60	7,728	0.18
11	60	8,155	0.19
12	60	8,637	0.20
13	60	8,993	0.21
14	60	9,202	0.21
15	60	9,263	0.21
16	60	9,196	0.21
17	60	7,082	0.16
18	60	7,023	0.16
19	60	7,063	0.16
20	60	7,244	0.17
21	60	7,569	0.17
22	60	8,035	0.18
23	60	8,540	0.20
24	60	8,912	0.20
25	60	8,781	0.20
26	60	8,406	0.19
27	60	9,128	0.21
28	60	8,927	0.20
29	60	8,563	0.20
30	60	8,136	0.19
31	60	7,631	0.18
32	60	7,877	0.18

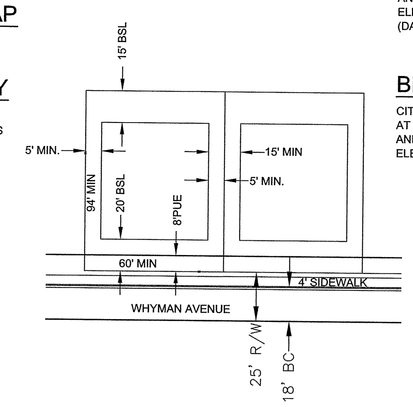
100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

LEGEND

EXISTING SURVEY MONUMENT FND. AS NOTED
PROPOSED SURVEY MONUMENT (BRASS CAP)
EXISTING SECTION CORNER NOTHING FOUND OR SET
EXISTING SURVEY MONUMENT (BRASS CAP)
SET PARCEL BOUNDARY MONUMENT (1/2" REBAR WITH CAP) UNLESS OTHERWISE NOTED

PUE	PUBLIC UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT
WLE	WATER LINE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SLE	SEWER LINE EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
UE	UTILITY EASEMENT
EE	ELECTRIC EASEMENT
RW	RIGHT-OF-WAY



TYPICAL LOT

N.T.S.

BENCHMARK

CITY OF AVONDALE BRASS CAP IN HAND HOLE LOCATED
AT THE INTERSECTION OF DYSART ROAD (8TH STREET)
AND BUCKEYE ROAD.
ELEVATION = 960.70 (CITY OF AVONDALE DATUM)

TRACT USES

TRACT NAME	AREA (AC)	USE
TRACT 'A'	0.07	LANDSCAPE
TRACT 'B'	0.03	LANDSCAPE
TRACT 'C'	0.41	DRAINAGE, LANDSCAPE, AND OPEN SPACE
TRACT 'D'	0.23	DRAINAGE, LANDSCAPE, AND OPEN SPACE
TRACT 'E'	0.10	DRAINAGE, LANDSCAPE, AND OPEN SPACE
TRACT 'F'	0.05	SEWER LIFT STATION
TRACT 'G'	0.03	LANDSCAPE
TRACT 'H'	0.03	DRAINAGE, LANDSCAPE

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS _____ DAY OF _____, 200___.

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

_____
CITY ENGINEER DATE

REGISTERED LAND SURVEYOR CERTIFICATE NO. 41773 E. TERRY HOLBERT Date Signed 10-26-2006 ARIZONA U.S.A.

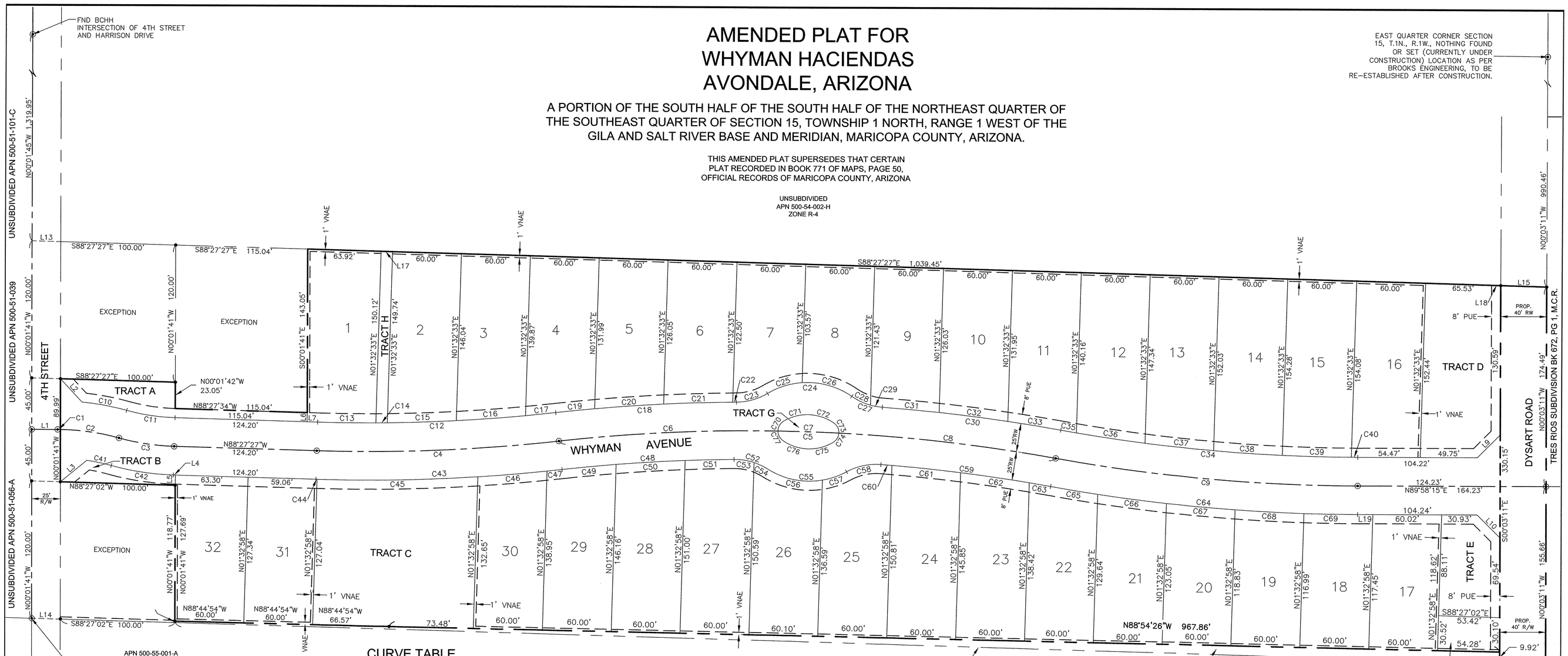
BRADY•AULERICH & ASSOCIATES, INC.
CIVIL ENGINEERING • LAND SURVEYING
1030 E. Guadalupe Road
Tempe, Arizona 85283
Phone (480) 839-4000 Fax (480) 345-9259
DENNIS H. BRADY P.L.S. ROBERT N. HERMON P.E.
CHRISTOPHER E. AULERICH P.L.S.

DATE 10/1/06	WHYMAN HACIENDAS		
SCALE: N.T.S.	DRAWN BY: DKF	CHECKED BY: ETH	JOB NO. 040335

AMENDED PLAT FOR
WHYMAN HACIENDAS
AVONDALE, ARIZONA

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

THIS AMENDED PLAT SUPERSEDES THAT CERTAIN PLAT RECORDED IN BOOK 771 OF MAPS, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA



CURVE TABLE

CRV	DELTA	RADIUS	ARC	TANGENT	CHORD DIR	CHORD
C1	00°41'07"	200.00'	2.39'	1.20'	N89°41'11"W	2.39'
C2	14°49'09"	200.00'	51.73'	26.01'	N81°56'03"W	51.58'
C3	13°55'58"	200.00'	48.64'	24.44'	S81°29'28"E	48.52'
C4	08°04'02"	1,500.00'	211.20'	105.77'	N87°30'32"E	211.02'
C5	16°35'46"	1,500.00'	434.49'	218.78'	S88°13'36"E	432.97'
C6	07°18'12"	1,500.00'	191.20'	95.73'	N87°07'37"E	191.07'
C7	02°01'36"	1,500.00'	53.06'	26.53'	S88°12'29"E	53.06'
C8	07°15'59"	1,500.00'	190.23'	95.24'	S83°33'42"E	190.10'
C9	10°06'02"	1,500.00'	264.43'	132.56'	S84°58'44"E	264.09'
C10	10°05'26"	225.00'	39.63'	19.86'	N79°34'12"W	39.57'
C11	13°55'58"	175.00'	42.56'	21.38'	S81°29'28"E	42.45'
C12	08°04'02"	1,475.00'	207.68'	104.01'	N87°30'32"E	207.51'
C13	01°58'31"	1,475.00'	50.85'	25.43'	S89°26'43"E	50.85'
C14	00°23'19"	1,475.00'	10.01'	5.00'	N89°22'22"E	10.01'
C15	02°20'07"	1,475.00'	60.12'	30.06'	N88°00'39"E	60.11'
C16	02°20'35"	1,475.00'	60.32'	30.16'	N85°40'18"E	60.32'
C17	01°01'29"	1,475.00'	26.38'	13.19'	N83°59'16"E	26.38'
C18	05°55'31"	1,525.00'	157.71'	78.93'	N86°26'17"E	157.64'
C19	01°16'57"	1,525.00'	34.13'	17.07'	N84°07'00"E	34.13'
C20	02°15'56"	1,525.00'	60.30'	30.15'	N85°53'26"E	60.29'
C21	02°15'30"	1,525.00'	60.11'	30.06'	N88°09'09"E	60.11'
C22	00°07'09"	1,525.00'	3.17'	1.58'	N89°20'28"E	3.17'
C23	30°31'19"	53.58'	28.54'	14.62'	N74°08'23"E	28.21'
C24	65°49'26"	67.58'	77.64'	43.74'	S88°12'33"E	73.44'
C25	27°05'51"	67.58'	31.96'	16.29'	N72°25'39"E	31.66'
C26	38°43'35"	67.58'	45.68'	23.75'	S74°39'38"E	44.81'
C27	30°31'19"	53.58'	28.54'	14.62'	S70°33'30"E	28.21'
C28	19°18'32"	53.58'	18.06'	9.11'	S64°57'06"E	17.97'
C29	11°12'47"	53.58'	10.49'	5.26'	S80°12'45"E	10.47'
C30	05°53'27"	1,525.00'	156.79'	78.46'	S82°52'26"E	156.72'
C31	01°52'07"	1,525.00'	49.74'	24.87'	S84°53'05"E	49.74'
C32	02°15'55"	1,525.00'	60.30'	30.15'	S82°49'04"E	60.29'

CRV	DELTA	RADIUS	ARC	TANGENT	CHORD DIR	CHORD
C33	01°45'24"	1,525.00'	46.75'	23.38'	S80°48'24"E	46.75'
C34	10°06'02"	1,475.00'	260.03'	130.35'	S84°58'44"E	259.69'
C35	00°32'11"	1,475.00'	13.81'	6.90'	S80°11'48"E	13.81'
C36	02°20'51"	1,475.00'	60.43'	30.22'	S81°38'19"E	60.43'
C37	02°20'17"	1,475.00'	60.19'	30.10'	S83°58'52"E	60.18'
C38	02°19'57"	1,475.00'	60.05'	30.03'	S86°18'59"E	60.04'
C39	02°19'51"	1,475.00'	60.00'	30.01'	S88°38'53"E	60.00'
C40	00°12'56"	1,475.00'	5.55'	2.77'	S89°55'17"E	5.55'
C41	07°09'09"	175.00'	21.85'	10.94'	N78°06'03"W	21.83'
C42	13°55'58"	225.00'	54.71'	27.49'	S81°29'28"E	54.58'
C43	08°04'02"	1,525.00'	214.72'	107.54'	N87°30'32"E	214.54'
C44	00°02'07"	1,525.00'	0.94'	0.47'	S88°28'31"E	0.94'
C45	05°16'03"	1,525.00'	140.20'	70.15'	N88°52'24"E	140.15'
C46	02°16'07"	1,525.00'	60.39'	30.20'	N85°06'19"E	60.38'
C47	00°29'44"	1,525.00'	13.19'	6.60'	N83°43'23"E	13.19'
C48	05°49'54"	1,475.00'	150.13'	75.13'	N86°23'28"E	150.07'
C49	01°50'15"	1,475.00'	47.30'	23.65'	N84°23'38"E	47.30'
C50	02°20'24"	1,475.00'	60.24'	30.12'	N86°28'58"E	60.24'
C51	01°39'16"	1,475.00'	42.59'	21.30'	N88°28'48"E	42.59'
C52	33°03'53"	53.58'	30.92'	15.90'	S74°09'38"E	30.49'
C53	18°55'11"	53.58'	17.69'	8.93'	S81°13'59"E	17.61'
C54	14°08'42"	53.58'	13.23'	6.65'	S64°42'02"E	13.19'
C55	61°09'32"	67.58'	72.14'	39.93'	S88°12'27"E	68.76'
C56	42°15'12"	67.58'	49.84'	26.11'	S78°45'17"E	48.72'
C57	18°54'20"	67.58'	22.30'	11.25'	N70°39'57"E	22.20'
C58	33°03'53"	53.58'	30.92'	15.90'	N77°44'43"E	30.49'
C59	05°47'38"	1,475.00'	149.15'	74.64'	S82°49'31"E	149.09'
C60	00°22'31"	1,475.00'	9.66'	4.83'	S85°32'05"E	9.66'
C61	02°20'14"	1,475.00'	60.17'	30.09'	S84°10'42"E	60.17'
C62	02°20'47"	1,475.00'	60.41'	30.21'	S81°50'11"E	60.40'
C63	00°44'05"	1,475.00'	18.92'	9.46'	S80°17'45"E	18.92'
C64	10°06'02"	1,525.00'	268.84'	134.77'	S84°58'44"E	268.49'

CRV	DELTA	RADIUS	ARC	TANGENT	CHORD DIR	CHORD
C65	01°33'54"	1,525.00'	41.66'	20.83'	S80°42'40"E	41.66'
C66	02°15'58"	1,525.00'	60.32'	30.16'	S82°37'36"E	60.31'
C67	02°15'32"	1,525.00'	60.12'	30.06'	S84°53'21"E	60.12'
C68	02°15'18"	1,525.00'	60.02'	30.01'	S87°08'45"E	60.02'
C69	01°45'20"	1,525.00'	46.73'	23.37'	S89°09'04"E	46.73'
C70	58°09'30"	10.08'	10.23'	5.61'	S29°29'21"W	9.80'
C71	33°14'31"	40.08'	23.25'	11.96'	S75°11'22"W	22.93'
C72	33°15'54"	40.08'	23.27'	11.97'	N71°33'25"W	22.94'
C73	58°00'03"	10.08'	10.20'	5.59'	N25°55'27"W	9.77'
C74	55°29'32"	10.08'	9.76'	5.30'	N30°49'20"E	9.39'
C75	33°14'31"	40.08'	23.25'	11.96'	N75°11'22"E	22.93'
C76	33°15'54"	40.08'	23.27'	11.97'	S71°33'25"E	22.94'
C77	55°20'05"	10.08'	9.73'	5.28'	S27°15'26"E	9.36'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°58'15"E	22.59'
L2	S42°52'38"E	27.70'
L3	N50°41'39"E	29.75'
L4	S88°27'27"E	1.84'
L5	N01°32'58"E	8.92'
L6	S01°32'33"W	8.00'
L7	N88°27'27"W	9.16'
L9	S44°57'32"W	28.28'
L10	S45°02'28"E	28.29'
L13	S88°27'27"E	25.01'
L14	S88°27'02"E	25.01'
L15	S88°27'27"E	40.00'
L16	S88°27'02"E	40.00'
L17	S88°27'27"E	10.00'
L18	S88°27'27"E	8.00'
L19	N89°58'15"E	13.28'

REGISTERED LAND SURVEYOR CERTIFICATE NO. 41773 E. TERRY HOLBERT Date Signed 10-21-05 ARIZONA, U.S.A.

BRADY•AULERICH & ASSOCIATES, INC.
CIVIL ENGINEERING • LAND SURVEYING
1030 E. Guadalupe Road
Tempe, Arizona 85283
Phone (480) 839-4000 Fax (480) 345-9259
DENNIS H. BRADY P.L.S. ROBERT N. HERMON P.E.
CHRISTOPHER E. AULERICH P.L.S.

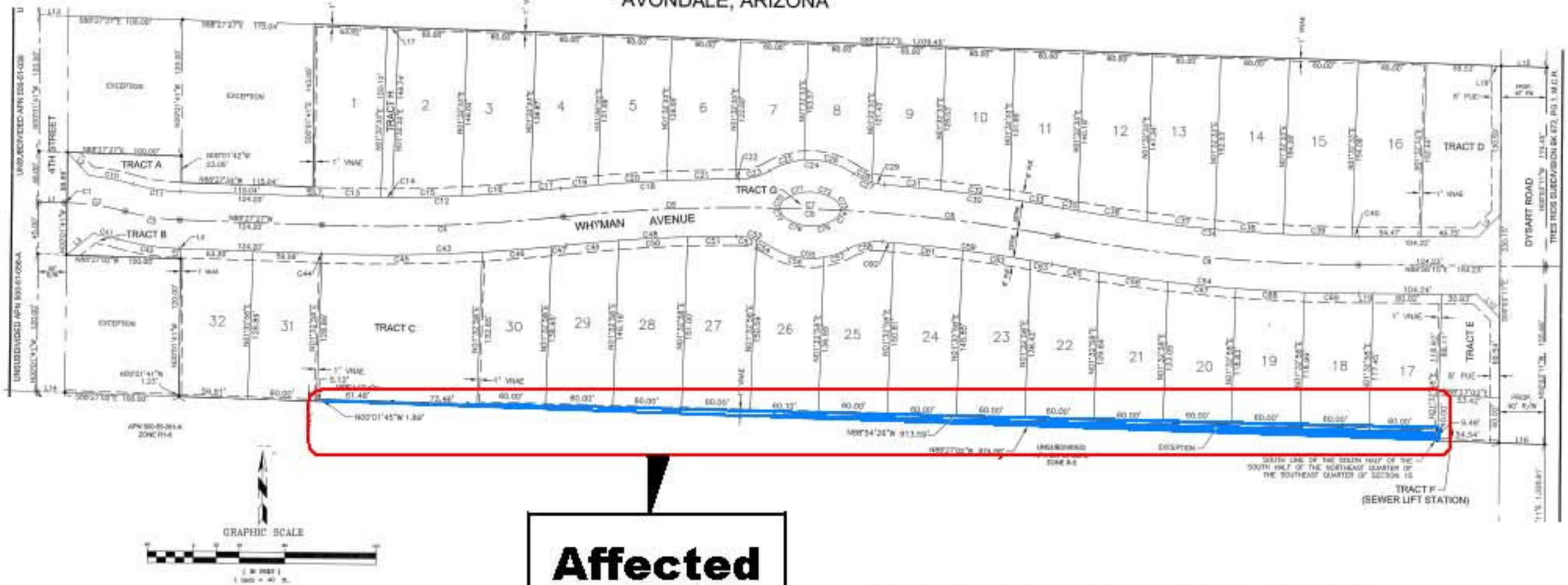
DATE 10/21/05	WHYMAN HACIENDAS	
SCALE: 1" = 40'	DRAWN BY: DKF / CHECKED BY: GGR	JOB NO. 040335

EXHIBIT I

Whyman Haciendas Lot Table

Lot Number	Width	Area (sf)	Area (acres)
1	60	9325	0.21
2	60	8886	0.20
3	60	8590	0.20
4	60	8154	0.19
5	60	7729	0.18
6	60	7445	0.17
7	60	6818	0.16
8	60	6576	0.15
9	60	7440	0.17
10	60	7728	0.18
11	60	8155	0.19
12	60	8637	0.20
13	60	8993	0.21
14	60	9202	0.21
15	60	9263	0.21
16	60	9196	0.21
17	60	7082	0.16
18	60	7023	0.16
19	60	7063	0.16
20	60	7244	0.17
21	60	7569	0.17
22	60	8035	0.18
23	60	8540	0.20
24	60	8912	0.20
25	60	8781	0.20
26	60	8406	0.19
27	60	9128	0.21
28	60	8927	0.20
29	60	8563	0.20
30	60	8136	0.19
31	60	7733	0.18
32	60	7961	0.18

AMENDED PLAT FOR
WHYMAN HACIENDAS
AVONDALE, ARIZONA



Affected Property Line

Shaded portions denote the lot area affected by the proposed amendment

DEVELOPMENT SERVICES

SUBJECT:
Final Plat for Coldwater Station Condominiums (FP-6-05)

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Scott Wilken

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat for the Coldwater Station condominiums

PARCEL SIZE: 3.42 Acres

LOCATION: Southeast Corner of Osborn Road and Indian School Road

APPLICANT: Mr. Richard Meese

OWNER: Copper State Growth Properties, LLC

BACKGROUND:

The subject property is located within the Palm Valley PAD which was approved in 1994. The PAD includes areas for both residential and commercial development. One of the areas designated for commercial development is located at the southeast corner of Indian School Road and Osborn Road.

The City and SunCor Development entered into a development agreement in 1993. The development agreement was amended in 1997, 1998, and 2002. The third amendment to the development agreement specified C-2 (Community Commercial) uses for the subject property.

The subject property is Tract B of the Dysart Ranch subdivision. The final plat for Dysart Ranch was approved in November 2002. Tract B was reserved for future commercial use.
On January 17, 2006, the City Council approved a site plan for Coldwater Station. The site plan includes three single-story multi-tenant buildings designed for office, retail, and two restaurant uses.

SUMMARY OF REQUEST:

1. The applicant is proposing to subdivide the airspace within the development's three buildings to sell individual units as condominiums. The development will consist of 23 individual condominiums in the three buildings: eight in Building A, eight in Building B, and seven in Building C.

2. The Condominium Declaration designates the boundaries of each unit as the interior unfinished surfaces of the perimeter walls, floors, and ceilings. Each unit includes the entry and exit doors, interior walls, ceiling and floor coverings and the airspace encompassed within the boundaries of each unit.

3. The condominium units will range in size from 666 square feet to 1,499 square feet, with the majority of the units between 1,100 and 1,200 square feet.

4. The Condominium Declaration defines 'Common Elements' as the entire condominium except for the units. This includes the underlying land, the buildings, all exterior and bearing walls, roofs, drive aisles, and parking spaces, among other things. The Condominium Owners' Association will maintain, repair, and

improve all common elements as set forth in the Declaration.

5. An 8' public utility easement is being granted along Indian School Road and Osborn Road.

6. A preliminary plat is not required for commercial subdivisions.

PARTICIPATION:

Public notifications and public hearings are not required for final plats.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

· The proposed condominium plat is consistent with the General Plan designation of Commercial and the PAD zoning for Coldwater Station.

· The proposed plat is consistent with the approved site plan for Coldwater Station.

· The plat is in conformance with the City of Avondale Subdivision Regulations.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** the proposed final plat subject to the following stipulations:

1. The recorded plat shall be in conformance with the condominium plat date stamped September 19, 2006.
2. The Condominium Owners' Association shall maintain all common open space and right-of-way landscaped areas.
3. The Condominium Declaration/CC&Rs shall be recorded at the time the plat is recorded.

PROPOSED MOTION:

I move that the City Council **APPROVE** the final plat for Coldwater Station Condominiums subject to the three staff recommended stipulations.

ATTACHMENTS:

Click to download

- FP-06-5 Coldwater Station final plat exhibits

FULL SIZE COPIES (Council Only):

Proposed Final Plat date stamped September 19, 2006

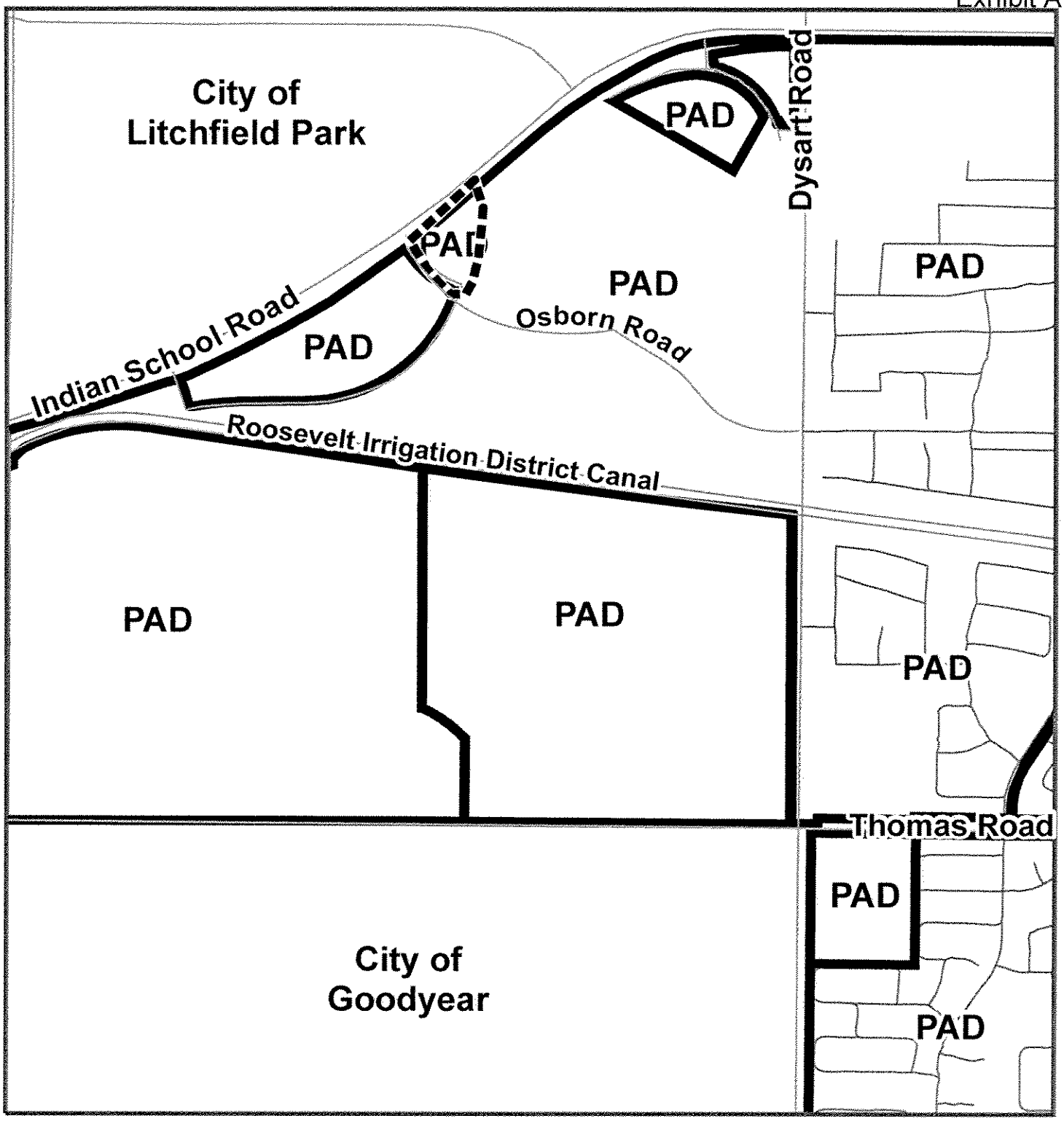
PROJECT MANAGER:

Scott Wilken, Planner II

FP-06-5 Coldwater Station final plat
Exhibits list

Exhibit A	–	Zoning Vicinity Map
Exhibit B	–	Aerial Photo 2006
Exhibit C	–	Summary of Related Facts
Exhibit D	–	Approved Site Plan for Coldwater Station
Exhibit E	–	Proposed Final Plat for Coldwater Station dated September 19, 2006

Exhibit A

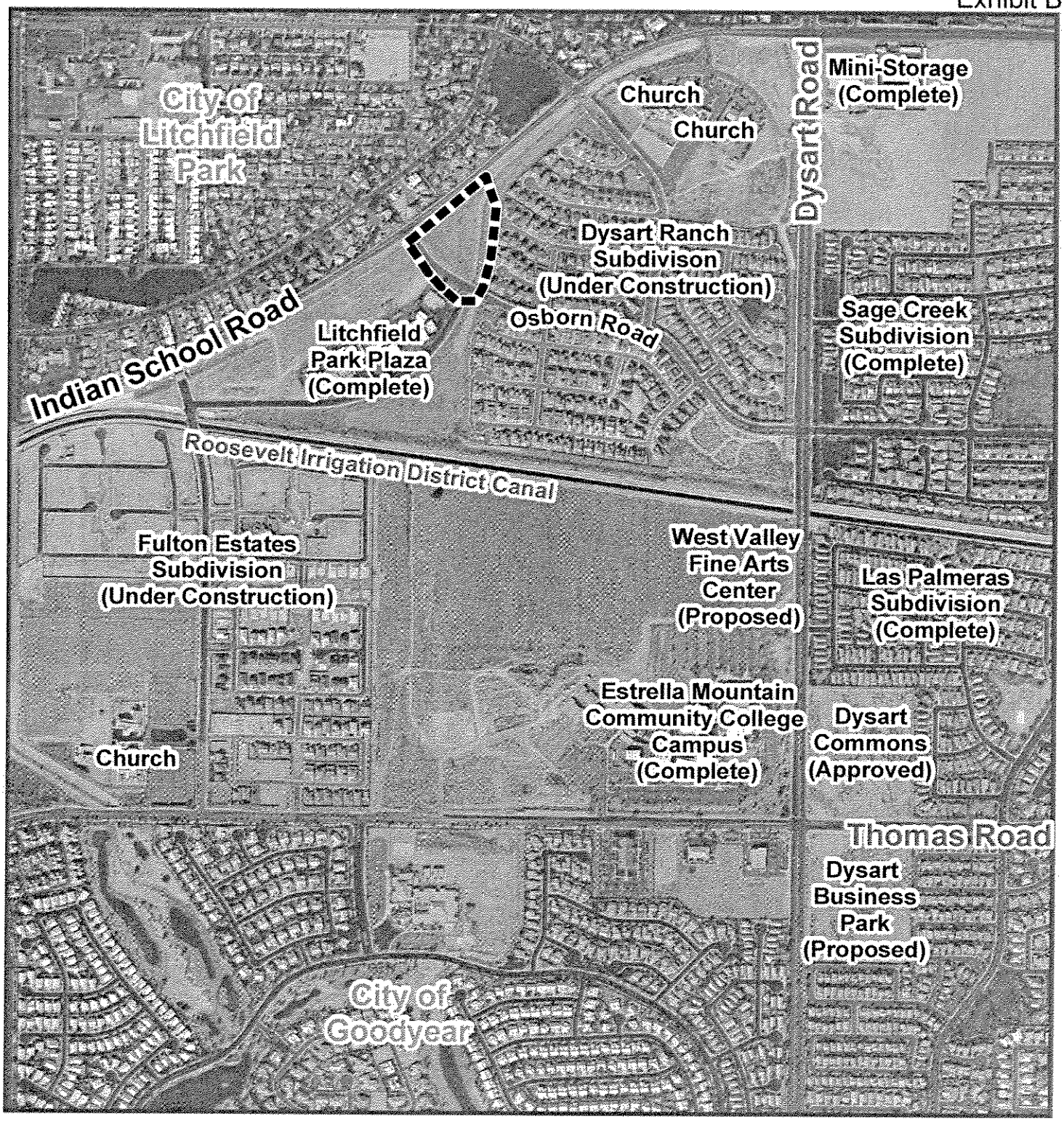


Zoning Vicinity Map
FP-06-5

Avondale

Subject Property

Exhibit B



Aerial Photo 2006
FP-06-5

Avondale

Subject Property

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION FP-06-5

THE PROPERTY	
PARCEL SIZE	3.42 Acres
LOCATION	Southeast corner of Indian School Road and Osborn Road
PHYSICAL CHARACTERISTICS	A relatively flat, triangular shaped property with frontage on Indian School Road, Osborn Road, and the Dysart Ranch drainage canal.
EXISTING LAND USE	Vacant (Coldwater Station currently under construction)
EXISTING ZONING	PAD
ZONING HISTORY	Rezoned from AG to PAD in 1994
DEVELOPMENT AGREEMENT	A development agreement was approved in September 1993. Amendments were approved in September 1997, 1998, and 2002. There are no outstanding issues.

SURROUNDING ZONING AND LAND USE	
NORTH	City of Litchfield Park - residential
EAST	PAD – Dysart Ranch Single-Family Residential
SOUTH	PAD – Litchfield Park Plaza Commercial
WEST	City of Litchfield Park - residential

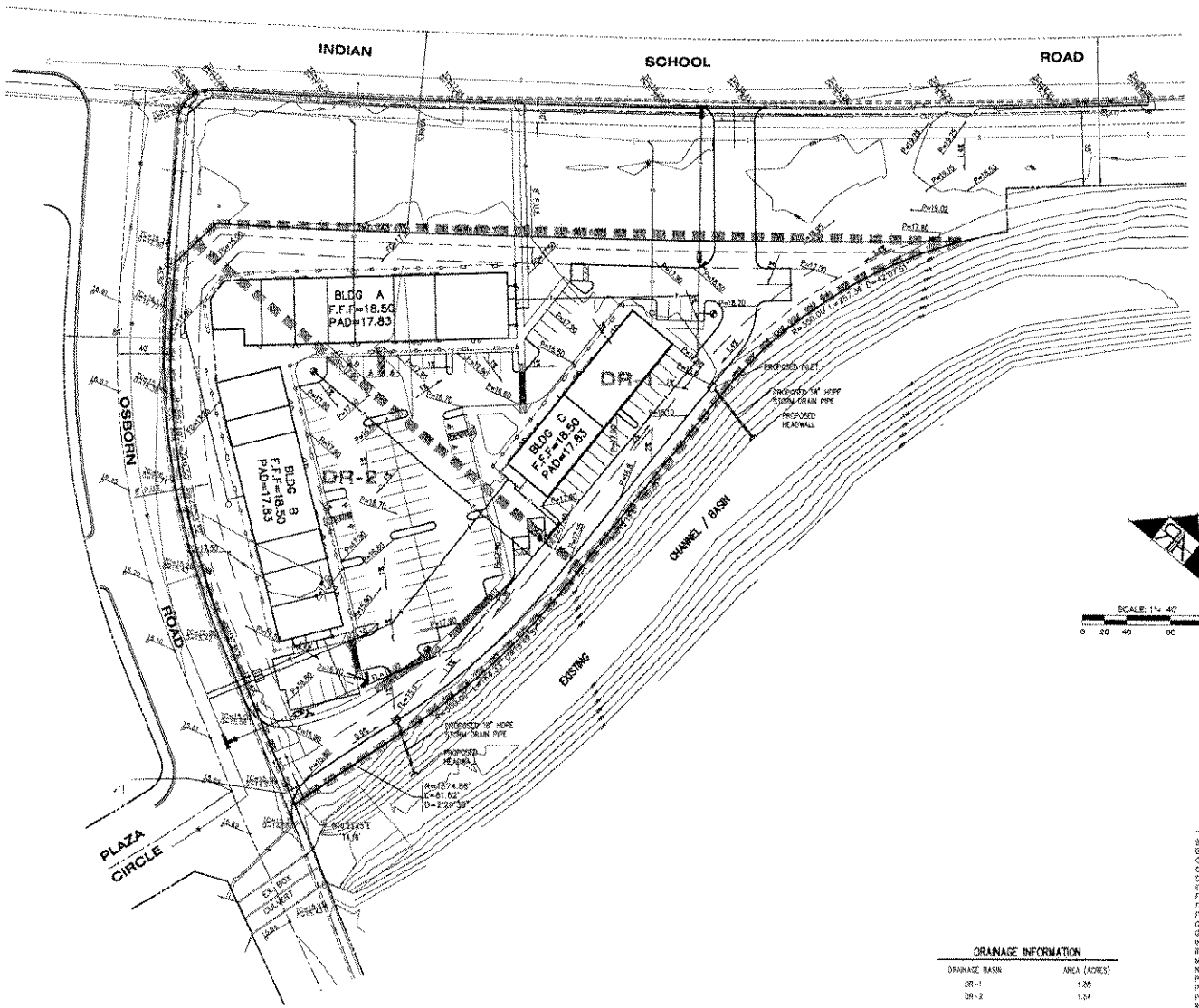
GENERAL PLAN
The property is designated as Commercial on the General Plan Land Use Map.

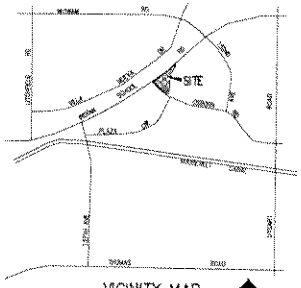
STREETS	
Indian School Road	
Classification	Arterial
Existing half street ROW	Varies – 62 to 72 feet
Standard half street ROW	75 feet (MCDOT requested 95 feet here)
Existing half street improvements	1 travel lane, curb and gutter
Standard half street improvements	5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
Osborn Road	
Classification	Major Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	1 travel lane, curb and gutter, sidewalks, street lights
Standard half street improvements	1 travel lane, curb and gutter, sidewalks,

	street lights

UTILITIES
A 24-inch waterline exists in Indian School Road across the entire width of the subject property's Indian School Road frontage. A 12-inch waterline exists in Osborn Road coming from the east and ending approximately at the Dysart Ranch drainage canal. At 12-inch LPSCO wastewater line exists in Indian School Road across the entire width of the subject property's frontage.

EXHIBIT D





VICINITY MAP
SEC 27, T. 2 N., R. 1 W.
N.T.S.

OWNER/DEVELOPER

CAPITAL PACIFIC HOLDINGS, L.L.C.
1855 WEST BASELINE ROAD, SUITE 101
MESA, AZ 85202

ARCHITECT

ARCH-CAD ARCHITECTS, PLLC
3922 E. UNIVERSITY DR. C-6
PHOENIX AZ. 85034
PH: 602-436-2972
FAX: 602-414-0050

LEGEND

- CENTERLINE
- EASEMENT
- LOT LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- SECTOR LINE
- SETBACK LINE
- SCREEN WALL
- RETAINING WALL
- FENCE - WROUGHT IRON
- FENCE - WOOD
- FENCE - CHAINLINK
- PROPOSED STORM DRAIN
- EXIST STORM DRAIN
- XXXX EXIST CONTOUR MAJOR
- EXIST CONTOUR MINOR
- GRADE BREAK
- DRAINAGE AREA
- XXXX UTILITY AS NOTED:
  - CATV = CABLE TELEVISION
  - FL = FIRE LINE
  - G = GAS LINE
  - IRR = IRRIGATION LINE
  - OE = OVERHEAD ELECTRIC
  - UE = UNDERGROUND ELECTRIC
  - S = SEWER
  - SL = STREET LIGHT CONDUIT
  - T = TELEPHONE
  - TS = TRAFFIC SIGNAL CONDUIT
- EXIST BRASS CAP IN HAND HOLE
- EXIST BRASS CAP FLUSH
- EXIST MONUMENT AS NOTED
- SET BRASS CAP IN HAND HOLE
- SET BRASS CAP FLUSH
- SET 5/8" REBAR & CAP RLS NO. ????
- EXIST SPOT ELEVATION
- PROPOSED ELEVATION AS NOTED
- TELEPHONE MANHOLE
- TELEPHONE VAULT
- ELECTRICAL VAULT
- ELECTRICAL POLL
- ELECTRICAL POLE - W/ GUY
- STREET LIGHT
- IRRIGATION CONTROL
- GAS METER
- GAS VALVE
- CURB OPENING
- 2.0% DESIGN SLOPE
- BACKFLOW PREVENTOR
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE

ABBREVIATIONS

BC	BACK OF CURB
BW	BACK OF WALK
CATV	CABLE TV
C	CONCRETE
CL	CENTERLINE
ESMT	EASEMENT
FC	FACE OF CURB
FG	FINISH GROUND
FL	FLOW LINE
G	GUTTER
GB	GRADE BREAK
INV	INVERT
IRR	IRRIGATION
ML	MONUMENT LINE
NG	NATURAL GRADE
P	PAVEMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
ROW	RIGHT-OF-WAY
RW	RETAINING WALL (TOP)
S	SEWER
SD	STORM DRAIN
SL	STREET LIGHT
TC	TOP OF CURB
TW	TOP OF WALL
VG	VALLEY GUTTER
W	WATER

DRAINAGE INFORMATION

DRAINAGE BASIN	AREA (ACRES)
DR-1	1.88
DR-2	1.04

FEMA FLOOD INFORMATION

MAP NO.: 04013C2080 H
MAP REVISED: 7/19/2011
ZONE: X

LEGAL DESCRIPTION

TRACT B OF GYDART RANCH ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 827 OF MAPS, PAGE 47.

REV. NO. | DESCRIPTION | DATE

ROSENDAHL & ASSOCIATES, INC.
ENGINEERING LAND SURVEYING
CONSTRUCTION SURVEYING
252 N. STAPLEY DR. MESA, AZ 85203
(480) 964-3651 TEL
(480) 461-0943 FAX

PRELIMIANRY GRADING & DRAINAGE PLAN

COLDWATER STATION

AVONDALE, ARIZONA

DESIGN: JHD
DRAWN: JHD

PHILIP N. ROSENDAHL
11-04-05

PROJECT NO. 0504482
PRELIM G&D
DATE 11/04/05
SHEET
PGD
1 OF 1

CITY PROCESSING NUMBERS

Exhibit E

A FINAL PLAT FOR "COLDWATER STATION CONDOMINIUMS"

A REPLAT OF A PORTION OF TRACT B, DYSART RANCH PLAT AS RECORDED BY THE MARICOPA COUNTY, ARIZONA COUNTY RECORDER IN BOOK 627 OF MAPS, PAGE 47.

BEING A PORTION OF LAND IN SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT COPPER STATE GROWTH PROPERTIES, L.L.C., AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF COLDWATER STATION CONDOMINIUMS, A REPLAT OF A PORTION OF TRACT B, DYSART RANCH PLAT AS RECORDED BY THE MARICOPA COUNTY, ARIZONA COUNTY RECORDER IN BOOK 627 OF MAPS, PAGE 47, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION OF, AND GIVES THE DIMENSIONS OF, THE CONDOMINIUM UNITS AND THE OWNERSHIP BOUNDARIES OF EACH, AND DEFINES THE TRACT, ACCESS WAYS AND EASEMENTS AND THE USE OF EACH AS LETTERED OR NAMED HEREON AND DEDICATES EACH FOR THE USE SPECIFIED HEREON.

EASEMENTS ARE DEDICATED TO THE PUBLIC FOR THE PURPOSES SHOWN HEREON.

COPPER STATE GROWTH PROPERTIES, L.L.C. IS THE OWNER OF FEE TITLE AND THE ONLY PARTY HAVING AN INTEREST IN THE PROPERTY PLATTED HEREON.

IN WITNESS WHEREOF, COPPER STATE GROWTH PROPERTIES, L.L.C., AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS LEGALLY AUTHORIZED REPRESENTATIVE, THEREUNTO DULY AUTHORIZED THIS ____ DAY OF ______________, 2006

BY: ______________________
RICHARD E. MEESE
CO-MANAGING MEMBER
COPPER STATE GROWTH PROPERTIES, L.L.C.

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS THE _______DAY OF ____________, 2006, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, RICHARD E. MEESE, WHO IS PERSONALLY KNOWN TO ME AND WHO ACKNOWLEDGED HIMSELF TO BE A CO-MANAGING MEMBER OF COPPER STATE GROWTH PROPERTIES, LLC., THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT, AS CO-MANAGER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.
IN WITNESS THEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

BY: ______________________
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________
DATE

COMMISSION NUMBER: ______________

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE THIS ___ DAY OF __________, 2006.

______________________ MAYOR - CITY OF AVONDALE, ARIZONA ________ DATE

______________________ CLERK - CITY OF AVONDALE, ARIZONA ________ DATE

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE LITCHFIELD PARK SERVICE COMPANY WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

______________________ LITCHFIELD PARK SERVICE COMPANY ________ DATE

WATER EASEMENT DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

PERPETUAL WATER EASEMENTS, AS DESCRIBED IN THE PLAT, ARE GRANTED TO LITCHFIELD PARK SERVICE COMPANY AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY "FACILITIES") UPON, ACROSS, OVER, AND UNDER THE SURFACE OF THE EASEMENTS, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN AND REMOVE THE FACILITIES FROM THE PREMISES; TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENTS FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.
GRANTOR SHALL NOT ERECT, CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE WITHIN THE LIMITS OF THE EASEMENT; PROVIDED, HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS WITHIN THE LIMITS OF SAID EASEMENTS IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH THE GRANTEE'S ACCESS TO THE FACILITIES.
THESE EASEMENT ARE GRANTED SUBJECT TO THE CONDITION THAT GRANTEE SHALL HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM GRANTEE'S USE OF THE EASEMENTS. BY ACCEPTING THE EASEMENT, THE GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.
IN WITNESS WHEREOF, COPPER STATE GROWTH PROPERTIES, L.L.C., AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS LEGALLY AUTHORIZED REPRESENTATIVE, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF ______________, 2006.

BY: ______________________
RICHARD E. MEESE
CO-MANAGING MEMBER
COPPER STATE GROWTH PROPERTIES, L.L.C.

GENERAL NOTES

1. THE COLDWATER STATION CONDOMINIUM ASSOCIATION, INC., INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON AREAS AND EASEMENTS, INCLUDING THE PERIMETER WALLS, PRIVATE ACCESSWAYS OF THE DEVELOPMENT, AND ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHTS-OF-WAY.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. CONSTRUCTION WITHIN EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
4. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENTS OR DRAINAGE AREAS WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH THE EASEMENTS OR AREAS.
5. ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY ARIZONA CORPORATION COMMISSION GENERAL ORDER #U-48.
6. THE STREETS OF THIS CONDOMINIUM DEVELOPMENT ARE PRIVATE ACCESSWAYS TO BE OWNED IN COMMON BY UNIT OWNERS AND MAINTAINED BY THE ASSOCIATION.
7. THE PHYSICAL BOUNDARIES OF, AND THE ITEMS COMPRISING, THE UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND COMMON AREAS, ARE MORE FULLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM AND COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR COLDWATER STATION CONDOMINIUMS ("DECLARATION").
8. ALL DIMENSIONS FOR BUILDINGS AND UNITS ARE ACCURATE WITH ITS ORIGINAL PLANS, BUT MAY VARY IN ACTUAL CONSTRUCTION. IN INTERPRETING THIS PLAT THE PHYSICAL BOUNDARIES OF A CONSTRUCTED UNIT, OR A UNIT RECONSTRUCTED IN SUBSTANTIAL ACCORDANCE WITH ITS ORIGINAL PLANS, SHALL BE CONCLUSIVELY PRESUMED TO BE IT'S ACTUAL BOUNDARIES RATHER THAN THE DESCRIPTION EXPRESSED ON THE PLAT, REGARDLESS OF SETTLING, SHIFTING, LATERAL OR OTHER MOVEMENTS OF ANY OF THE BUILDINGS, AND REGARDLESS OF MINOR VARIANCES DUE TO CONSTRUCTION OR RECONSTRUCTION BETWEEN THE BOUNDARIES AS SHOWN ON THE PLAT AND THOSE OF THE ACTUAL UNIT.
9. THE PREVIOUSLY RECORDED EASEMENTS SHOWN HEREON ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE PLAT DOES NOT CONSTITUTE A RE-RECORDING OR REVISION OF SAID EASEMENTS.
10. OWNER AND ANY DECLARANT UNDER THE DECLARATION RESERVE THE RIGHT TO CONSTRUCT RECREATIONAL AND OTHER AMENITIES ON THE COMMON AREAS.
11. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
12. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
13. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

WATER EASEMENT DEDICATION ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ON THIS THE _______DAY OF ____________, 2006, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, RICHARD E. MEESE, WHO IS PERSONALLY KNOWN TO ME AND WHO ACKNOWLEDGED HIMSELF TO BE A CO-MANAGING MEMBER OF COPPER STATE GROWTH PROPERTIES, LLC., THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT, AS CO-MANAGER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.
IN WITNESS THEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

BY: ______________________
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________
DATE

COMMISSION NUMBER: ______________

EXPLANATORY NOTES:

1. COLDWATER STATION CONDOMINIUMS IS A 23 UNIT COMMERCIAL CONDOMINIUM CONSISTING OF THREE SINGLE STORY BUILDINGS. BUILDING 'A' CONTAINING 8 UNITS, BUILDING 'B' CONTAINING 8 UNITS, AND BUILDING 'C' CONTAINING 7 UNITS. PARKING AREAS, ACCESS WAYS, OPEN AREAS, AND MAINTENANCE FACILITIES DESIGNATED AS TRACT 'A' FOR USE OF ALL UNIT OWNERS IN COMMON ARE MORE FULLY DESCRIBED IN THE DECLARATION.
2. EACH UNIT IS COMPOSED OF AND SHALL INCLUDE THE AIR SPACE ENCLOSED AND BOUNDED BY THE INTERIOR EXPOSED SURFACES OF THE PERIMETER WALLS AND BY THE SURFACES OF THE FINISHED FLOOR (FF) AND THE BOTTOM OF TRUSS (BT) ELEVATIONS OF EACH UNIT AS SHOWN HEREON.
3. CERTAIN UNITS INCLUDE (AS LIMITED COMMON ELEMENTS) ENTRY WAYS, ELECTRICAL ROOM WITH ELECTRICAL EQUIPMENT, FIRE SPRINKLER ROOM WITH FIRE EQUIPMENT, AND HEATING AND COOLING EQUIPMENT WHICH ARE DESIGNED FOR THE EXCLUSIVE USE OF ONE UNIT OR MORE , BUT FEWER THAN ALL UNITS. SUCH AREAS ARE FOR THE EXCLUSIVE USE (AS A LIMITED COMMON ELEMENT) OF THE UNIT TO WHICH EACH IS APPURTENANT, BUT THE WALLS AND STRUCTURAL PORTIONS THEREOF ARE PART OF THE COMMON ELEMENTS, AS SET FORTH IN PARAGRAPH 6 BELOW.
4. NOTWITHSTANDING THE FOREGOING OR ANYTHING SHOWN HEREON, NO STRUCTURAL PARTS OF THE BUILDING IN WHICH A UNIT IS LOCATED, AND NO PIPES, WIRES, CONDUITS, DUCTS, FLUES, SHAFTS, OR PUBLIC UTILITY, WATER, OR SEWER LINES SITUATED WITHIN SUCH UNITS AND FORMING PART OF ANY SYSTEM SERVING ONE OR MORE OTHER UNITS OR THE COMMON ELEMENTS SHALL BE DEEMED TO BE PART OF A UNIT, EXCEPT AS SET FORTH IN THE DECLARATION.
5. EACH UNIT IS COMPOSED OF AND SHALL INCLUDE THE UNIT AS DEFINED ABOVE AND IN THE DECLARATION, TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AS SHOWN HEREON AND AS MORE FULLY DESCRIBED IN PARAGRAPH 6 BELOW AND IN THE DECLARATION; PROVIDED, HOWEVER, SAID INTEREST IN THE COMMON ELEMENTS SHALL BE SUBJECT TO ALL OF THE MATTERS SET FORTH IN THE DECLARATION.
6. THE COMMON ELEMENTS OF SAID COLDWATER STATION CONDOMINIUMS ARE COMPOSED OF, AND SHALL INCLUDE, THE LAND, PRIVATE ACCESSWAYS, PRIVATE ACCESS EASEMENTS TO BUILDING UNITS, ALL FOUNDATIONS, FLOORS, COLUMNS, EXTERIOR WALLS, CEILINGS, DUCTS AND ROOFS OF THE BUILDING, WALKWAYS, FENCES/WALLS, OPEN SPACE, LANDSCAPING, PARKING AREAS, MAINTENANCE AREAS, AND ALL OTHER FACILITIES, EQUIPMENT, STRUCTURES, AND AIR SPACE NOT SHOWN AND DESCRIBED AS PART OF A UNIT AS SET FORTH ABOVE.

LEGAL DESCRIPTION

TRACT B, DYSART RANCH, ACCORDING TO BOOK 627 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT THAT PORTION AS CONVEYED TO MARICOPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IN DOCUMENT NO. 2006-778876, DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACTS B, DYSART RANCH, RECORDED IN BOOK 627 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDER, BEING A SUBDIVISION LOCATED IN SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT B;

THENCE SOUTH 40 DEGREES 59 MINUTES 22 SECONDS EAST, A DISTANCE OF 32.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING SOUTH 47 DEGREES 49 MINUTES 58 SECONDS EAST AND A RADIUS OF 350 FEET;

THENCE , SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 59 MINUTES 13 SECONDS AN ARC LENGTH OF 48.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING RADIAL BEARING OF NORTH 40 DEGREES 14 MINUTES 39 SECONDS WEST AND RADIUS OF 5809.96 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3 DEGREES 43 MINUTES 28 SECONDS AN ARC DISTANCE OF 364.86 FEET;

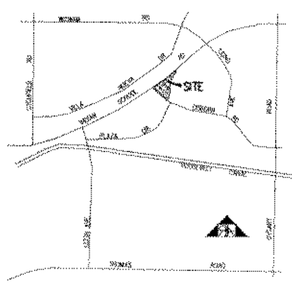
THENCE NORTH 07 DEGREES 24 MINUTES 34 SECONDS EAST A DISTANCE OF 18.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT OF HAVING A RADIAL BEARING OF NORTH 40 DEGREES 59 MINUTES 22 SECONDS WEST AND A RADIUS OF 5758.36 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1 DEGREE 23 MINUTES 24 SECONDS AN ARC LENGTH OF 139.71 FEET;

THENCE NORTH 48 DEGREES 44 MINUTES 30 SECONDS EAST A DISTANCE OF 458.49 FEET TO THE POINT OF BEGINNING.

FLOOD INSURANCE RATE MAP INFORMATION

COMMUNITY NUMBER	PANEL #	SUFFIX	PANEL DATE	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zone, Use Depth)
04013	2060	J	9/30/05	X	N/A



VICINITY MAP

SEC 27, T. 2 N., R. 1 W.
N.T.S.

BASIS OF BEARINGS

ASSUMED S36°43'32"E ALONG THE NORTHERLY MOST CENTERLINE OF OSBORN ROAD

BASIS OF ELEVATION

3" MCHD BRASS CAP IN HAND HOLE (0.5' DOWN), INTERSECTION OF INDIAN SCHOOL ROAD AND EL MIRAGE ROAD.
ELEVATION = 1016.96

AREA OF PLAT

THIS PLAT CONTAINS AN AREA OF 3.026 ACRES

DEVELOPER

COPPER STATE GROWTH PROPERTIES, L.L.C.
10820 W. INDIAN SCHOOL ROAD
PHOENIX, ARIZONA 85037
TEL (623) 877-8777

SURVEYOR

ROSENDAHL & ASSOCIATES, INC.
262 N. STAPLEY DR.
MESA, ARIZONA
TEL (480) 969-9621
FAX (480) 461-9593
WAYNE ROSENDAHL
EMAIL rdhi_wayne@qwest.net

SHEET INDEX

SHEET 1	COVER SHEET	1 OF 3
SHEET 2	SITE PLAN	2 OF 3
SHEET 3	UNIT SPACE	3 OF 3

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER 2006; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[signature] 10/24/2006
REGISTERED LAND SURVEYOR DATE

REV. NO.	DESCRIPTION	DATE

ROSENDAHL & ASSOCIATES, INC.
ENGINEERING / URBAN DESIGN / LAND SURVEYING / CONSTRUCTION SURVEYING
262 N. STAPLEY DR / MESA, AZ 85203
(480) 969-9621 TEL / (480) 461-9593 FAX

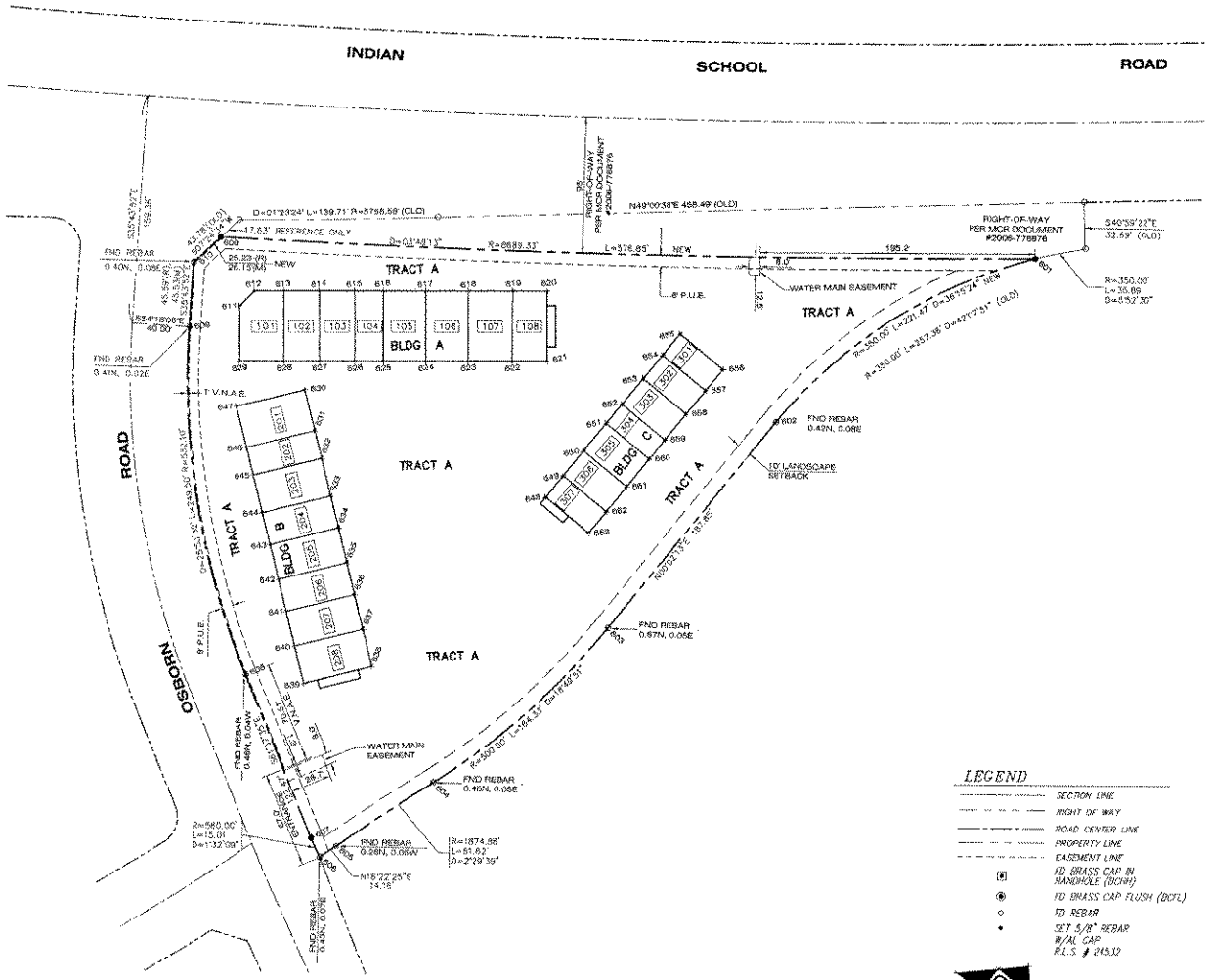
FINAL PLAT
COVER SHEET
COLDWATER STATION
AVONDALE, ARIZONA

1-800-STAKE-IT

DESIGN: PWR
DRAWN: SDO

PHILIP W. ROSENDAHL 10-24-06 ARIZONA, U.S.A.

PROJECT NO. 050462
DATE 10/24/2006
SHEET
PLAT
1 OF 3



POINT COORDINATE TABLE

Number	Northing	Easting
600	59081.74	57979.10
601	59437.85	58431.87
602	59230.90	58463.97
603	59543.05	58363.85
604	58881.68	58336.99
605	58803.90	58312.28
606	58790.75	58308.36
607	58737.27	58294.99
608	58635.47	58187.24
609	59018.91	58001.45
610	59055.81	57974.83
611	59052.84	58019.98
612	59067.86	58020.42
613	59081.30	58039.37
614	59096.91	58052.56
615	59112.61	58074.94
616	59125.54	58090.57
617	59144.52	58113.02
618	59163.71	58136.66
619	59183.71	58160.91
620	59199.34	58179.87
621	59180.76	58211.69
622	59144.67	58192.41
623	59125.13	58188.48
624	59106.05	58146.33
625	59086.96	58172.19
626	59074.24	58106.75
627	59056.33	58087.47
628	59042.43	58066.15
629	59022.53	58044.50
630	59036.59	58092.53
631	59018.60	58116.54
632	59000.61	58132.55
633	58990.43	58154.16
634	58976.64	58172.57
635	58961.65	58192.58
636	58947.85	58210.99
637	58932.87	58230.99
638	58918.68	58252.85
639	58876.56	58222.53
640	58892.85	58201.02
641	58907.54	58181.01
642	58921.63	58162.80
643	58938.62	58142.59
644	58950.41	58124.18
645	58966.60	58102.88
646	58978.39	58086.57
647	58998.57	58062.56
648	59088.08	58271.37
649	59105.74	58271.38
650	59128.41	58271.39
651	59153.58	58271.41
652	59171.08	58271.42
653	59194.74	58271.44
654	59218.41	58271.45
655	59236.08	58271.46
656	59236.05	58311.46
657	59218.38	58311.45
658	59194.72	58311.44
659	59171.05	58311.42
660	59153.55	58311.41
661	59138.38	58311.39
662	59100.72	58311.38
663	59088.25	58311.37

LEGEND

- SECTION LINE
- RIGHT OF WAY
- ROAD CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- FD BRASS CAP IN HANDHOLE (BCIHH)
- FD BRASS CAP FLUSH (BCFL)
- FD REBAR
- SET 5/8" REBAR W/AL CAP R.L.S. # 24532

SCALE: 1"= 40'

0 20 40 80 120

REV. NO.	DESCRIPTION	DATE

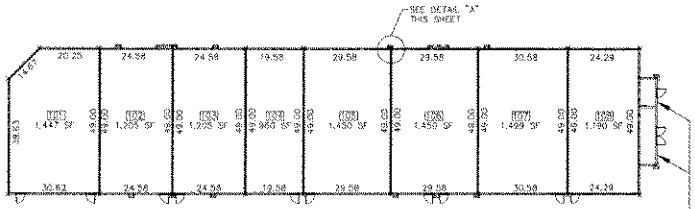
ROSENDAHL & ASSOCIATES, INC.
ENGINEERING · LAND SURVEYING
URBAN DESIGN · CONSTRUCTION SURVEYING
2122 N. STAPLEY DR. (480) 986-9521 TEL.
MESA, AZ 85203 (480) 461-2593 FAX

FINAL PLAT
SITE PLAN
COLDWATER STATION
AVONDALE, ARIZONA

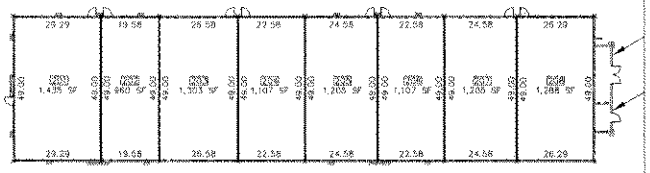
CALL 2 WORKING DAYS BEFORE YOU DIG
ARIZONA BLUE STAKE, INC.
1-800-STAKE-IT
www.azbluestake.com

DESIGN: PWR
DRAWN: BDC

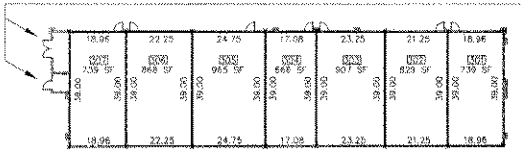
PROJECT NO: 060482
DATE: 10/24/2006
SHEET
PLAT
2 OF 3



BUILDING A



BUILDING B



BUILDING C

THE ELECTRICAL ROOM WITH ELECTRICAL EQUIPMENT AND THE FIRE SPRINKLER ROOM WITH FIRE EQUIPMENT, IN EACH BUILDING, ARE FOR THE EXCLUSIVE USE OF THE UNITS IN THAT BUILDING (AS LIMITED COMMON ELEMENTS).

X = COORDINATE POINT LOCATION

HORIZONTAL SPACE

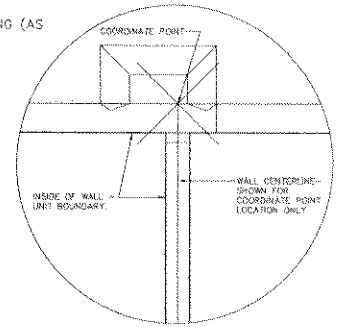
SCALE: 1"= 20

0 10 20 40 60

PARCEL SUMMARY

PARCEL	SQ. FT.	F.F.E.	B.T.	CU.FT.	% ALL BLDGS.
101	1447	18.5	32.5	70758	2.94
102	1205	18.5	32.5	58925	4.88
103	1205	18.5	32.5	58925	4.88
104	960	18.5	32.5	71440	3.73
105	1455	18.5	32.5	71120	5.84
106	1455	18.5	32.5	71120	5.84
107	1499	18.5	32.5	73295	5.93
108	1190	18.5	32.5	58625	4.91
BLDG. "A" TOTAL	10406	18.5	32.5	545894	40.44
201	1435	18.5	32.5	70193	5.78
202	960	18.5	32.5	47440	3.92
203	1303	18.5	32.5	64152	5.00
204	1107	18.5	32.5	54198	4.50
205	1205	18.5	32.5	58973	4.88
206	1107	18.5	32.5	54198	4.50
207	1205	18.5	32.5	58973	4.88
208	1288	18.5	32.5	63052	5.21
BLDG. "B" TOTAL	8610	18.5	32.5	413940	37.15
301	739	18.5	32.5	10349	2.87
302	868	18.5	32.5	12606	3.49
303	965	18.5	32.5	14094	3.91
304	668	18.5	32.5	9704	2.69
305	907	18.5	32.5	13010	3.61
306	829	18.5	32.5	12107	3.37
307	739	18.5	32.5	10349	2.87
BLDG. "C" TOTAL	5214	18.5	32.5	79844	22.20
BLDG. TOTALS	26228			959258	100.00

F.F.E. = FINISHED FLOOR ELEVATION
B.T. = BOTTOM OF TRUSS ELEVATION

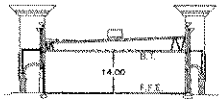


DETAIL "A"

TYPICAL

SCALE: 1"= 1

0 .5 1 2 3



VERTICAL SPACE

TYPICAL ALL UNITS

SCALE: 1"= 20

0 10 20 40 60

REV. NO.	DESCRIPTION	DATE

ROSENDAHL & ASSOCIATES, INC.
ENGINEERING LAND SURVEYING
URBAN DESIGN CONSTRUCTION SURVEYING
202 N. STAPLEY DR. (480) 969-9621 TEL
MESA, AZ 85203 (480) 461-9566 FAX

FINAL PLAT
UNIT SPACE

COLDWATER STATION

AVONDALE, ARIZONA

CALL 2 WORKS DAYS BEFORE YOU DIG
1-800-STAKE-IT
(602) 263-1100

DESIGN: PWR
DRAWN: SDC

PHILIP W. ROSENDAHL 10-24-06

PROJECT NO. 0604452

DATE 10/24/2006

SHEET **PLAT**

3 OF 3

CITY COUNCIL REPORT

SUBJECT:
Purchase of 3M Library System Self-Check Machines

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Daniel Davis

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the purchase and installation of three (3) Self-Check machines for the Civic Center Library from 3M Library Systems in the amount of $117,454.25.

DISCUSSION:

The 3M Self Check machines are used for automated check-out of books and library materials. Maricopa County Library District uses this system at several locations in the county library system. The City Council previously authorized the purchase of a Self Check machine and 5 bin sorter that will be used for book returns. These units are being purchased via a cooperative purchasing agreement with the Maricopa County Library District. The purchase of this equipment will streamline the processing of materials, increase operating efficiency, and reduce staff time.

BUDGETARY IMPACT:

The 3M Library System Self-Check Machines are funded in the $850,000 FF & E budget for the new Civic Center Library. There is not a formal contract to approved, however a purchase order will be issued in accordance with the City of Avondale procurement procedures.

RECOMENDATION:

Staff recommends that the City Council approve the purchase and installation of three (3) Self-Check machines for the Civic Center Library from 3M Library Systems in the amount of $117,454.25

ATTACHMENTS:

Click to download

- 3M Library System Self Check machines quote

Library Systems Quotation Direct

3M Library Systems

P.O. Box 33682

St. Paul, MN 55133-3682

Office (800)328-0067 ext. 2

Fax (800)223-5563

Today's Date: 09/21/06

Expiration Date: 12/20/06

Quotations are good for 90 days. All dates are based on ship dates. Order must ship within the 90 day window. After 90 days, quotation expires. Contact 3M for a New Quotation.

Ship to: (Destination of Goods)	**Bill to: (Agency to Invoice)**
Library Name Avondale Civic Center Library	Name City of Avondale,Community/Recreation Serve
Address 11350 W. Civic Center Dr.	Address 11465 W. Civic Center Dr. Suite 100
City, State, Zip Avondale, AZ 85324	City, State, Zip Avondale, AZ 85323
Contact Name Vicki Terbovich	Contact Name Dan Davis
E:Mail Address Vickiterbovich@mcld.maricopa.gov	E:Mail Adress DDavis@avondale.org
Phone # 602-652-3060	Phone # 623-478-3233
Fax # 602-652-3071	Fax # 623-478-3809
P.O. #	Requested Delivery and Install Dates Ship on Oct 2. Building will not be ready until then

Quantity	Description	Unit Price Good Through: 12/20/06	Extended Price
3	3M Self Check System V-Series, Model V3 including internal printer, two languages, RFID capablity, lifetime software license, shipping and handling, 90 day warranty, TCP/IP card and license, 12-month service agreement with firewall access and staff training	$18,047.00	$54,141.00
3	Fines and Fees	$1,015.00	$3,045.00
3	Store and Forward Software	$1,301.00	$3,903.00
3	3M PAMS Smart Card Reader	$357.00	$1,071.00
3	3M Supplied Kiosk with Solid surface top (Midnight corian top and Select Cherry 7795)	$2,785.00	$8,355.00
1	3M 3802 Buried Cable Detection System	$12,360.00	$12,360.00
2	942 on counter bookchecks	$3,070.00	$6,140.00
2	895 Pad Workstations	$3,503.00	$7,006.00
1	803 Digital Library Assistant	$6,935.00	$6,935.00
1	Digital Data Manager	$1,489.00	$1,489.00
50	Basic Software that includes: Adminstration, Time Management, and Purse Management:	$177.41	$8,870.50
1	Software subscription/Card Registration System	$99.00	$99.00
1	Smart Card Dispenser and Revalue Station	$4,039.75	$4,039.75
		$0.00	$0.00
		Subtotal	**$117,454.25**
		Shipping & Handling Fee	**$0.00**
		Total *	**$117,454.25**

One Year 100%

Satisfaction Guarantee

Scanner mount:perpendicular to spine and Maricopa uses Polaris as their ILS

Avondale uses D8 tags

*** Applicable Sales Tax will be applied**

3M Sales Consultant	3M Sales Consultant Phone #	3M Customer Service Representative	3M Customer Service Representative Phone #
John F. McCarthy	(800)328-0067, ext. 3 35	Adele Sands	(800) 328-0067 ext. 2

FOB Point of Shipment Freight Prepaid . Mail or Fax purchase order to the address above.

Comments:Maricopa County Contract #03032-C and Maricopa Contract #02073-RFP

Terms are NET 30 Days

CITY COUNCIL REPORT

SUBJECT:
Agreement to Purchase Athletic Field Lighting for Festival Fields

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Daniel Davis

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an agreement to purchase athletic field lighting and automated control equipment for Festival Fields from MUSCO Lighting in the amount of $495,520.

DISCUSSION:

The proposed improvements to Festival Fields include the construction of four (4) lighted Softball fields and a large multi-purpose festival area, new playground equipment, walking paths, landscaping, roadways and parking. The direct purchase of the Athletic Field Lights for the softball fields and multi-purpose festival area by the City will avoid price mark up through the Design-Build Contract and provide a cost savings for the project.

The proposed sports lighting equipment package consists of new fixtures, lamps, conduit, wiring, labor, equipment, and a control link module for automated, web-based control of the lighting, free one time mass lamp replacement and a 10 year warranty. The control link system will operate in harmony with Friendship and DonnieHaleParks.

This purchase will be executed as a sole source contract to MUSCO Lighting. MUSCO lamps, fixtures, and control links are required to ensure compatibility between the lighting system at Festival Fields and the lighting system currently in use at Donnie Hale and FriendshipParks. The MUSCO lighting system provides a cost effective system for controlling and managing recreational lighting from a single location. The system is fully installed at FriendshipPark and DonnieHalePark and staff's goal is to ensure system compatibility at each park throughout the park system.

BUDGETARY IMPACT:

The purchase of athletic lighting was planned for FY 2006-07, and is budgeted in account number 310-1028-00-8210. The athletic lighting equipment has a 4-6 week delivery and installation time schedule.

RECOMENDATION:

Staff recommends that the City Council approve an agreement to purchase athletic field lighting and automated control equipment for Festival Fields from MUSCO Lighting in the amount of $495,520.

ATTACHMENTS:

Click to download

- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUSCO SPORTS LIGHTING, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 31, 2006, between the City of Avondale, an Arizona municipal corporation (the "City") and Musco Sports Lighting, LLC, an Iowa limited liability company (the "Consultant").

RECITALS

A. Pursuant to Section 25-20 of the City Code, the City may directly select certain professional services.

B. The City desires to enter into this Agreement with the Consultant for the purchase and installation of athletic field lighting (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 31, 2007.

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

3. Compensation. The City shall pay Consultant a price not to exceed $495,520.00 for the Services, as set forth in Exhibit A.

4. Payments. The City shall pay the Consultant 25% of the total price for the Services at the time the order is executed. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are

expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

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

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this

Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

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

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous

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

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

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

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

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

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

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (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 the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: 623-478-3802 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. 201 East Washington, Suite 800 Phoenix, Arizona 85004-2327 Facsimile: 602-340-1538 Attn: Andrew J. McGuire, Esq.
If to Consultant:	Musco Sports Lighting, LLC 6006 North 133rd Drive Litchfield Park, Arizona 85340 Facsimile: 623-910-9316 Attn: John Abney

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) 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.

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

14.15 Conflicting Terms. In the event of a conflict between the Scope of Work and this Agreement, the terms of this Agreement shall govern.

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Linda M. Farris, City Clerk

"**Consultant**"

MUSCO SPORTS LIGHTING, LLC, an Iowa limited liability company

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2006, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2006, by _____ as _____ of MUSCO SPORTS LIGHTING, LLC, an Iowa limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUSCO SPORTS LIGHTING, LLC

[Scope of Work]

See following pages.

Scope of Work
Lower Buckeye Community Park, Project # 119631

Owner Responsibilities:

- Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
- Locate existing underground utilities and irrigation systems and mark all pole locations.
- Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- Provide electrical design by Electrical Engineer.
- Provide and pay for necessary permitting.

Musco Responsibilities:

- Provide required poles, fixtures, and foundations.
- Provide layout of pole locations and aiming diagram.
- Provide Project Management assistance as needed.
- Provide structural designs.
- Provide review of electrical design as provided by Electrical Engineer.

Musco Subcontractor Responsibilities:

- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Provide storage containers for material as necessary and dumpsters for waste disposal.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide materials and equipment to tie into existing electrical service panels as required or necessary. (This needs defined per Electrical design).
- Provide materials and equipment to install all, wiring and terminate wiring as required per electrical design.
- Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
- Provide materials and equipment to install (20) LSS foundations as specified on Layout.
- Provide and install ground rods (one per pole location) for lightning protection per NFPA 780 Code. Poles 70’ and below require a #2 ground wire. Poles 80’ and above require 2/0 ground wire. Ground rods to be 3/4”x10’ or 5/8”x8’ with a 10’ embedment. Ground rods must be installed in soil, not in the concrete backfill.
- Remove spoils to owner designated location at jobsite.
- Provide materials and equipment to assemble (152) LSG fixtures and terminate all necessary wiring.

- Provide equipment and materials to assemble and erect (20) LSS Poles.
- Provide equipment and materials to install the new LCC and terminate all necessary wiring.
- Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
  - Check all Zones to make sure they work in both auto and manual mode.
  - 1 hour comprehensive burn of all lights on each zone.
  - Set base line for the DAS (Diagnostic Acquisition System)
- Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Provide startup and aiming as required to provide complete and operating sports lighting system.

Quote

City of Avondale Arizona
Lower Buckeye Community Park
Date: 10/26/06
To: Dan Davis – City of Avondale

Quotation Price

Musco's Light Structure Green™ as described below and delivered to the job site - $495,520.

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- (20) Pre-cast concrete bases
- (20) Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- (156) Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles infield, 30 footcandles outfield on each Softball field for 25 years, +/- 10% per IESNA RP-06-01
- 2) group re-lamps at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption with an average of 244.0 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for voltage and phasing at job site
- All wire installed in existing conduit and terminations for same

Sales tax, labor, and unloading of the equipment is included as part of this quote, see scope of work attached.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Payment Terms

Payment of 25% of the contract price is required with order. The contract balance is due no later than 30 days from date of invoice.

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. It will be the responsibility of the wholesaler to ensure that Musco is aware of this delivery timeframe. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field sizes: (4) 300' radius softball fields, (1) multi-purpose field 330' x 210'
- Structural code and wind speed = 2003 IBC-C, 90 MPH**.**
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

John Abney
Musco Sales Representative
Musco Sports Lighting, LLC
6006 N 133rd Drive
Litchfield Park, Arizona 85340
Phone: 623/935-3355
E-mail: john.abney@musco.com
Fax: 623/910-9316

Christina Eaton
Musco Sales Coordinator
Musco Sports Lighting, LLC
2107 Stewart Road
Muscatine, Iowa 52761
Phone: 563/262-4774
E-mail: christina.eaton@musco.com
Fax: 800/374-6402

CITY COUNCIL REPORT

SUBJECT:
RESOLUTION 2611-1106 AUTHORIZING THE ISSUANCE OF CITY OF AVONDALE GENERAL OBLIGATION BONDS, SERIES B (2006)

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Kevin Artz

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the issuance of City of Avondale General Obligation Bonds, Series B (2006) in an amount not to exceed $2,500,000.

BACKGROUND:

On October 16, 2006 the City Council adopted the first of two resolutions required to issue General Obligation Bonds. The first resolution ordered the sale of City of Avondale General Obligation Bonds, Series B (2006), in an amount not to exceed $2,500,000, directed staff to advertise the notice of sale, and to prepare a preliminary official statement.

A draft of the preliminary official statement was prepared on October 2, 2006 and the final official statement will be printed in November.

DISCUSSION:

This resolution authorizes the issuance of the Series B (2006) Bonds; provides for the annual levy of a tax to repay the principal, premium and interest, approves the bond registrar and paying agent agreement, approves the continuing disclosure undertaking, ratifies the distribution of the preliminary official statement, and awards the contract for the purchase of the bonds.

The source of repayment for the bonds is secondary property taxes. Therefore, the resolution provides for an annual levy upon all taxable property in the City to repay the bonds. The following table illustrates the projected secondary assessed valuation, the secondary tax rate, the estimated debt service requirements for the Series 2006 bonds, the combined debt service requirements for all General Obligation Bonds, and the projected tax rate (see Preliminary GO Analysis):

As the table in Attachment A illustrates, the Series 2006 bonds have been structured so that the estimated secondary tax rate is projected to remain at or below $.74 per $100 of assessed valuation (i.e., the 2006 bonds are not projected to result in an increase of property taxes). This analysis is based on multi-year assumptions, and the tax levy will have to be calculated each year when the new assessed valuations are received from Maricopa County. Staff has used conservative assumptions in preparing this analysis; however, it is possible that growth in the assessed valuation will not meet the projections used, and the tax rate may exceed the $.74 in the future as a result of the Series 2006 bonds.

The resolution also appoints Zion's National Bank as bond registrar and paying agent. Stone & Youngberg solicited bids from interested parties. Four firms submitted bids with Zion's National bank submitting the lowest fee proposal.

The Continuing Disclosure undertaking is being executed to provide information for the benefit of the owners of the securities. The agreement requires the City to provide an Annual Report (Comprehensive Annual Financial Report) to the national repositories by February 1st of each year.

The Official Statement provides information necessary to the prospective buyers of the Bonds, including detailed information on the Series 2006 Bonds, the project description, debt service requirements, sources and uses of funds, audited financial statements and legal documents and disclosures.

The award of the contract will be to the bidder with the lowest net interest cost to the City. Bids are scheduled to be received November 6, 2006 at 10:00 A.M. Staff will present a handout at the Council meeting on November 6th, with the results of the bids and the winning bidder. Once the low bidder is determined, the blanks in the attached resolution will be completed.

BUDGETARY IMPACT:

The source of repayment on the Series 2006 Bonds is secondary property taxes. The debt service payments have been appropriated in fund 401. Projected revenues are adequate to cover the debt service payments.

RECOMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution authorizing the issuance of City of Avondale General Obligation Bonds, Series B (2006) in an amount not to exceed $2,500,000.

ATTACHMENTS:

Click to download

- Resolution 2611-1106
- Preliminary GO Analysis 101206
- POS GO 06 Avondale

RESOLUTION NO. _2611-1106

RESOLUTION AUTHORIZING THE ISSUANCE OF CITY OF AVONDALE, ARIZONA GENERAL OBLIGATION BONDS (PROJECTS OF 1998), SERIES B (2006), IN THE PRINCIPAL AMOUNT OF $2,500,000; PROVIDING FOR THE ANNUAL LEVY OF A TAX ON ALL THE TAXABLE PROPERTY WITHIN THE CITY OF AVONDALE, ARIZONA, TO PROVIDE FOR THE PAYMENT OF INTEREST ON AND PRINCIPAL OF SAID BONDS; APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF NECESSARY RELATED DOCUMENTS; RATIFYING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AN OFFICIAL STATEMENT; AWARDING CONTRACT FOR THE PURCHASE OF SAID BONDS AND DECLARING AN EMERGENCY

WHEREAS, at a special bond election held in and for the City on September 8, 1998, there was submitted to the qualified electors thereof the following question:

QUESTION NO. 5

PURPOSE: LIBRARY FACILITIES
AMOUNT: $2,500,000

Shall the City of Avondale, Arizona (the "City"), be authorized to incur indebtedness by the issuance of bonds of the City in the principal amount of $2,500,000 for the purpose of providing funds to design, construct, equip and furnish a library facility complete with interior furnishings, books, periodicals and other library media, to acquire land for such library facility by purchase, exercise of the power of eminent domain or any other method of acquisition, and to improve the grounds of the library facility so constructed, and to pay all expenses incidental thereto and to the issuance and sale of such bonds, such bonds, or any series thereof, to be issued as general obligation bonds of the City, payable from ad valorem taxes levied upon all taxable property in the City; such bonds, or any series thereof, to be in the denomination of $5,000 each or whole multiples thereof, to mature not more than 20 years from their date and to bear interest at a rate or rates not to exceed 9% per annum, payable semiannually; provided that each bond may be evidenced by one instrument or a succession of instruments and the interest may payable more frequently, and at a variable rate or rates, none of which shall exceed 9% per annum?

; and

WHEREAS, the returns of the special bond election were duly canvassed by the Mayor and Council of the City and a certificate disclosing the purpose of the special bond election held on September 8, 1998, the total number of votes cast thereat, the total number of votes for and against the issuance of the bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the foregoing questions was ordered, has been filed and recorded in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the special bond election held on September 8, 1998, voted "For the Bonds," in answer to Questi No. 5 submitted; and

WHEREAS, $2,500,000 aggregate principal amount of City of Avondale, Arizona General Obligation Bonds (Projects of 1998), Series B (2006) (the "Bonds"), are to be issued and sold at this time; and

WHEREAS, offers for the purchase of the Bonds have been received pursuant to a Notice Inviting Proposals For Purchase Of Bonds (the "Notice") heretofore issued by the City; and

WHEREAS, the proposal of _____ (the ("Purchaser") has been determined to result in the lowest true interest cost to the City and, in all respects, complies with the terms of the Notice.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF AVONDALE, ARIZONA, as follows:

SECTION 1. The Bonds shall be issued in a principal amount of $2,500,000 to provide funds for the purposes set forth in the above-mentioned form of ballot Question No. 5 submitted to the qualified electors of the City on September 8, 1998.

SECTION 2. The Bonds herein authorized to be issued by the City constitute the second series of bonds of a total authorized issue of not to exceed $2,500,000 principal amount of bonds of the City approved by the qualified electors of the City (Question No. 5) at a special bond election duly called and held in and for the City on September 8, 1998, under the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended.

SECTION 3. The proceeds from the sale of the Bonds shall be credited against the total principal amount of bonds so approved and against the specific amount of bonds so authorized by the qualified electors of the City at the special bond election called and held on September 8, 1998, and for the purposes and the projects as set forth in Question No. 5 on the official form of ballot and the proceeds of the Bonds shall be applied to the purposes and the projects described in Question No. 5 in the following manner:

September 8, 1998 Special Bond Election

Question No.	Purpose	Amount
5	Library Improvements	$2,500,000
	TOTAL	$2,500,000

By setting forth the above schedule, the Mayor and Council of the City further declare that the indebtedness represented by the Bonds shall be applied against the City's constitutional debt limits as follows: The principal amount of the Bonds shall be applied to the City's indebtedness, which, with the assent of the qualified electors of the City, exceeds six percent (6%) of the value of the taxable property in the City, as ascertained by the last assessment for State and County purposes, previous to incurring such indebtedness.

SECTION 4. (a) The Bonds shall be dated the date of their initial authentication and delivery, shall be numbered, by maturity, from 1 consecutively upwards, or in any other manner deemed appropriate by the Bond Registrar and Paying Agent (as that term is hereinafter defined), shall initially be issued in book-entry form and Beneficial Owners (as that term is hereinafter defined) may acquire beneficial interests in the denomination of $5,000 of principal amount or any whole multiple thereof, shall be numbered consecutively within each maturity, shall be fully registered bonds without coupons, shall be in the denomination of $5,000 of principal amount, or any whole multiple thereof, shall bear interest from the most recent January 1 or July 1 to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from their date, which interest shall be payable on January 1, 2007, and semiannually on July 1 and January 1 of each year thereafter during the term of each of the Bonds. The principal of and premium, if any, on the Bonds shall be payable upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent. Interest on the Bonds shall be payable by check mailed to the registered owner thereof, as shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the fifteenth (15th) day of the calendar month next preceding that interest payment date (the "regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of the Bonds not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America, the Bonds to mature on July 1 in the years and in the amounts and, in accordance with the terms of the proposal submitted by the Purchaser for the purchase of the Bonds which is hereby accepted, the Bonds being hereby awarded to the Purchaser, to bear interest from the date of initial authentication and delivery thereof, at the rates as follows:

Year	Principal Amounts Maturing	Interest Rate Per Annum
2007	$320,000	%
2008	515,000	
2009	150,000	
2010	160,000	
2011	165,000	
2012	175,000	
2013	185,000	
2014	195,000	
2015	200,000	
2016	210,000	
2017	225,000	

(b) is hereby appointed as "Bond Registrar and Paying Agent" for the Bonds. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond. A Bond may be transferred on the registration books upon delivery of the Bond to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(c) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the denomination of $5,000 of principal amount or any whole multiple thereof (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section. The City or the Bond Registrar and Paying Agent shall charge the owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer, and may require that such charges be paid before any such new Bond shall be delivered. The City and the Bond Registrar and Paying Agent shall not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth (15th) calendar day next preceding either any interest payment date or during the period of five (5) days next preceding the mailing of notice of any special record date, or (b) any Bonds or part thereof called for redemption within sixty (60) days prior to the redemption date.

(d) In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond, as the case may be, of like type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond, destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond, destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond, was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes, as amended.

(e) At the time of original issuance thereof, the Bonds shall be subject to a Book-Entry System (as that term is hereinafter defined) of ownership and transfer, except as provided in (iii) below. The general provisions for effecting the Book-Entry System are as follows:

(i) the City hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as that term is hereinafter defined) hereunder.

(ii) notwithstanding the provisions regarding exchange and transfer of Bonds under subsections (b), (c) and (d) above and so long as the Bonds are the subject of the Book-Entry System, the Bonds shall initially be evidenced by one typewritten certificate for each maturity, in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(A) to any successor Depository designated pursuant to (iii) below;

(B) to any successor nominee designated by a Depository; or

(C) if the City shall elect to discontinue the Book-Entry System pursuant to (iii) below, the City will cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners or their nominees, as certified by the Depository, at the expense of the City; thereafter the provisions of subsections (b), (c) and (d) above regarding registration, transfer and exchange of the Bonds shall apply.

(iii) the Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent.

If the use of the Book Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(iv) so long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(v) notwithstanding any other provision of this Resolution or the Bonds to the contrary, so long as the Bonds are subject to the Book-Entry System, it shall not be necessary for the registered owner to present his Bond for payment of sinking fund installments. The sinking fund installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(vi) For purposes of this Resolution, "Beneficial Owners" shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the

Book-Entry System maintained by the Depository, "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds, and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

(f) The Bonds shall not be subject to redemption prior to maturity.

SECTION 5. The Bonds shall be executed on behalf of the City by the Mayor of the City and attested by the Clerk of the City by the facsimile signatures of such officials, and such officials are hereby authorized and directed to execute the Bonds as aforesaid.

SECTION 6. For the purpose of paying the principal of, premium, if any, and interest on the Bonds in each year while any of the Bonds shall be outstanding, there shall be and hereby is levied upon all of the taxable property in the City a continuing, direct, annual, ad valorem tax over and above all other taxes authorized or permitted by law, which tax, together with other funds then on hand and available for such purpose, shall be sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due. The tax shall be extended and collected for the City, and the officials of the City and of Maricopa County, Arizona charged with the annual extension and collection of taxes, without further instructions from the Mayor and Council of the City, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of the "General Obligation Bonds (Projects of 1998), Series B (2006), Debt Service Fund" of the City from which fund the Bonds shall be payable, which tax moneys shall be held in sub funds to be known as the "Interest Fund" and the "Redemption Fund," which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of, and premium, if any, on the Bonds. If at any time there are sufficient moneys or investments in the Debt Service Fund to pay all principal, premium, if any, and interest due or to become due on all of the Bonds, then no additional tax levy need be made for the payment of the principal of, premium, if any, and interest on the Bonds.

SECTION 7. The Bonds to be issued shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Notice:

(Form of Bond)

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE CITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED
NO. ..... $.....

UNITED STATES OF AMERICA

STATE OF ARIZONA MARICOPA COUNTY

CITY OF AVONDALE, ARIZONA
GENERAL OBLIGATION BONDS (PROJECTS OF 1998),
SERIES B (2006)

Interest Rate:	Maturity Date:	Dated as of:	CUSIP
...% per annum	July 1, ...	....., 2006	.....

REGISTERED OWNER: .....

PRINCIPAL AMOUNT: ..... DOLLARS

CITY OF AVONDALE, ARIZONA (hereinafter referred to as the "City"), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount stated above on the aforesaid Maturity Date, unless this Bond is called for redemption prior to its maturity date and payment provided therefor, and to pay interest on the principal amount at the aforesaid Interest Rate on January 1, 2007, and semiannually on July 1 and January 1 of each year thereafter ("interest payment date") from the date of this Bond to its maturity, or until redeemed if called for redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal corporate trust office of ....., as Bond Registrar and Paying Agent. Interest on this Bond is payable by check mailed to the registered owner hereof, as shown on the registration books for this series maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the "regular record date"). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner hereof not less than 10 days prior thereto. The principal, premium, if any, and interest on this Bond are payable in lawful money of the United States of America on the respective dates when principal and interest become due.

This Bond is one of a series of Bonds limited to the total principal amount of $2,500,000, of like tenor except as to number, denomination, maturity date and interest rate, issued by the City of Avondale, Arizona (the "City"), to provide funds for certain road improvements in the City. These Bonds are authorized by a Resolution of the Mayor and Council of the City of Avondale, Arizona, duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to and in conformity with the Constitution and laws of the State of Arizona, including, particularly, Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, and all other laws of the State of Arizona relating thereto.

For the punctual payment of this Bond and the interest hereon as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this Bond,

the full faith and credit of the City are hereby irrevocably pledged. The Mayor and Council of the City have by the Resolution ordered the creation of a debt service fund for the payment of this Bond and all Bonds of this series. Such fund is to be held in trust for the benefit of the registered owner or owners of the Bonds of this series.

The Bonds are not subject to redemption prior to maturity.

The Bond Registrar and Paying Agent will maintain the books of the City for the registration of ownership of this Bond as provided in the Resolution.

This Bond may be transferred on the registration books upon delivery hereof to the Bond Registrar and Paying Agent, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of a Bond of this series, the Bond Registrar and Paying Agent will enter the transfer of ownership in the registration book and will authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the denomination of $5,000 or any whole multiple thereof (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The City or the Bond Registrar and Paying Agent shall charge the registered owner of such Bond, for every such transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent will not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th calendar day next preceding either any interest payment date or during the period of five days next preceding the mailing of notice of any special record date, or (b) any Bonds or part thereof called for redemption within 60 days prior to the redemption date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this Bond do exist, have occurred and have been performed and that the series of Bonds of which this Bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the City for the payment of this Bond and of the interest hereon as each becomes due.

IN WITNESS WHEREOF, the CITY OF AVONDALE, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and attested by the facsimile signature of the Clerk of the City.

CITY OF AVONDALE, ARIZONA

By (Facsimile)
Mayor

ATTEST:

By (Facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the City of Avondale, Arizona General Obligation Bonds (Projects of 1998), Series B (2006).

Date of Authentication: _____

_____
Bond Registrar and Paying Agent

By_____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ..... the within Bond and irrevocably constitutes and appoints ..... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ._____

Signature Guaranteed:

.....
(Commercial Bank, Trust Company or member of a National Securities Exchange)

_____
Signature

_____
Signature

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right
of survivorship and not as
tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

SECTION 8. In consideration of the purchase and acceptance of any and all of the Bonds issued hereunder by those who shall be the registered owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the City and the registered owners of the Bonds.

SECTION 9. Upon the payment for the Bonds in accordance with the accepted bid and the provisions of this Resolution, the Mayor, the Clerk or the Finance & Budget Director of the City, or any of them, are hereby authorized and directed to deliver the Bonds to the Purchaser thereof upon receipt of payment therefor. (The Clerk or the Finance & Budget Director, or either of them, are hereby authorized and directed to return forthwith the good faith checks of all unsuccessful bidders.)

SECTION 10. The proceeds derived from the sale of the Bonds shall be deposited in the treasury of the City to the credit of "The City of Avondale, Arizona (Projects of 1998), Series B (2006), Library Improvements Construction Fund" of the City in a separate subfund and in the amount as follows:

Name of Subfund	Amount
"Library Improvements Construction Fund - Series B (2006)"	$2,500,000
TOTAL	$2,500,000

to be used solely for the purposes specified in the aforementioned ballot Question No. 5 submitted to the qualified electors of the City on September 8, 1998; provided, however, that (a) such proceeds may be invested in the manner and under the circumstances allowed by law and (b) any moneys remaining in any subfund after such purposes shall have been accomplished shall be transferred to the Redemption Fund and the Interest Fund of the City in the same fashion as taxes.

SECTION 11. The Mayor or, in the absence thereof, the Vice Mayor and Clerk of the City, for and on behalf of the City, are hereby authorized and directed to execute and attest a standard form of bond registrar and paying agent agreement with the Bond Registrar and Paying Agent with such changes therein as may be approved by such officials whose signatures thereon shall be evidence of such approval, as well as an appropriate agreement with DTC as necessary therefor.

SECTION 12. The distribution of the Notice and the preliminary official statement relating to the Bonds are in all respects hereby ratified, approved and confirmed. The Mayor is hereby authorized and directed to approve, for and on behalf of the City, a final official statement for use in connection with the offering and sale of the Bonds. The execution of the final official statement by the Mayor or, in the absence thereof, the Vice Mayor of the City shall be conclusively deemed to evidence the approval of the form and content thereof by the City.

SECTION 13.

(a) The City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended, or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of such Code, and the City shall comply with the requirements of such Code sections and related regulations throughout the term of the Bonds. The Mayor and Council of the City hereby further covenants and agrees to comply with the procedures and

covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, as amended, the Mayor and Council of the City covenants, and the appropriate officials of the City are hereby directed, to take all action required to retain such exclusion and to refrain from taking any action prohibited by such Code which would adversely affect in any respect such exclusion.

(b) The City shall take all necessary and desirable steps, as determined by the Mayor and Council of the City, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under such Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion (as such term is hereinafter defined) that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of such Code. In the event the City receives such a Bond Counsel's Opinion, the parties agree to amend this Resolution to conform to the requirements set forth in such opinion.

(c) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps, as determined by the Mayor and Council of the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations section 1.148-3(h) relating to such Code.

(d) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of such Code, is hereby authorized.

SECTION 14.

(a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the arbitrage certificate of the City delivered in connection with the issuance of the Bonds.

(b) The following terms shall have the following meanings:

Bond Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

Bond Year shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

Bond Yield is as indicated in such arbitrage certificate. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified

guarantees in connection with the Bonds as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

Code shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

Gross Proceeds shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the District encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

Issue Price is as indicated in such arbitrage certificate, which is the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters of wholesalers) at which price a substantial amount of the Bonds was sold, less any bond insurance premium and reserve surety bond premium. Issue price shall be determined as provided in Regulations section 1.148-1(b).

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

Payment shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

Receipt shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) Within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of Subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the District receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the District uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract

deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

SECTION 15.

(a) The City shall comply with and carry out all the provisions of a continuing disclosure undertaking with respect to the Bonds in substantially the form included in the preliminary official statement for the Bonds, which the Mayor or, in the absence thereof, the Vice Mayor of the City is hereby authorized, for and on behalf of the City, to execute in a form satisfactory to the Mayor or, in the absence thereof, the Vice Mayor of the City.

(b) This Section 16 shall constitute a contract between the City and certain owners of the Bonds as described in the Undertaking.

(c) In the event of a failure of the City to comply with the provisions of this Subsection, certain owners of the Bonds described in such undertaking may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Subsection. A default under this Subsection shall not be deemed an event of default for other purposes of this Resolution, and the sole remedy under this Subsection in the event of any failure of the City to comply with this Subsection shall be an action to compel performance.

SECTION 16. The actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Bonds, as contemplated by this Resolution, whether heretofore or hereafter taken, shall be and are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

SECTION 17. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 18. The immediate operation of this Resolution is necessary for the preservation of the public health and welfare, particularly to be able to finance the capital needs of the City on the most economic basis, and an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Avondale, Arizona, as required by law, and it is hereby exempt from the referendum provisions of the City's Charter and the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Avondale, November 6, 2006.

_____
Maria Lopez-Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

327667729v2 9/20/2006

CERTIFICATION

I hereby certify that the foregoing Resolution No. ____-1106 was duly passed and adopted by the Mayor and the Council of the City of Avondale, Arizona, at a regular meeting held on the 6th day of November, 2006, and the vote was ..... ayes and ..... nays and that the Mayor and Council members were present thereat.

_____
Clerk, City of Avondale, Arizona

CITY OF AVONDALE, ARIZONA

ESTIMATED DEBT SERVICE AND IMPACT ON THE SECONDARY TAX RATE

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
				Outstanding Bonds			$2,500,000 Series 2006 Dated: November 21, 2006		Estimated Additional		Estimated Combined			
Fiscal Year	Projected Secondary Assessed Valuation (a)	SRP In-Lieu Contribution	Combined Valuation	Principal	Interest	Secondary Tax Rate (c)	Principal	Estimated Interest (b)	Debt Service	Secondary Tax Rate (c)	Debt Service	Secondary Tax Rate (c)	6% GO Bonding Capacity (d)	20% GO Bonding Capacity (d)
2006/07	$386,790,640	$3,695,863	$390,486,503	$1,945,000	$550,519	$0.64	$320,000	$76,389	$396,389	$0.10	$2,891,908	$0.74	$12,677,438	$69,258,128
2007/08	473,393,941	3,621,946	477,015,887	2,400,000	481,835	0.60	515,000	109,000	624,000	0.13	3,505,835	0.73	19,293,636	87,423,788
2008/09	579,367,233	3,549,507	582,916,740	2,920,000	423,018	0.57	150,000	83,250	233,250	0.04	3,576,268	0.61	27,372,034	109,493,447
2009/10	709,037,936	3,478,517	712,516,452	2,035,000	342,628	0.33	160,000	75,750	235,750	0.03	2,613,378	0.37	36,802,276	136,332,587
2010/11	867,699,069	3,408,946	871,108,015	975,000	280,068	0.14	165,000	67,750	232,750	0.03	1,487,818	0.17	47,421,944	169,009,814
2011/12	1,061,824,434	3,340,767	1,065,165,201	1,030,000	244,193	0.12	175,000	59,500	234,500	0.02	1,508,693	0.14	59,074,466	208,809,887
2012/13	1,104,126,029	3,273,952	1,107,399,981	1,070,000	206,743	0.12	185,000	50,750	235,750	0.02	1,512,493	0.14	61,857,562	218,065,206
2013/14	1,148,069,309	3,208,473	1,151,277,782	1,120,000	166,638	0.11	195,000	41,500	236,500	0.02	1,523,138	0.13	64,809,159	227,618,862
2014/15	1,193,715,646	3,144,304	1,196,859,949	810,000	122,968	0.08	200,000	31,750	231,750	0.02	1,164,718	0.10	67,877,939	237,548,129
2015/16	1,241,012,916	3,081,418	1,244,094,333	1,070,000	89,243	0.09	210,000	21,750	231,750	0.02	1,390,993	0.11	71,055,775	247,482,583
2016/17	1,298,401,116	3,019,789	1,301,420,905	370,000	36,618	0.03	225,000	11,250	236,250	0.02	642,868	0.05	74,859,067	259,680,223
2017/18	1,358,443,120	2,959,393	1,361,402,514	385,000	18,673	0.03			0	0.00	403,673	0.03	78,846,587	271,688,624
2018/19	1,421,261,649	2,900,206	1,424,161,855						0	0.00	0	0.00	82,775,699	284,252,330
2019/20	1,486,985,097	2,842,201	1,489,827,299						0	0.00	0	0.00	89,219,106	297,397,019
2020/21	1,555,747,797	2,785,357	1,558,533,154						0	0.00	0	0.00	93,344,868	311,149,559
2021/22	1,627,690,292	2,729,650	1,630,419,942						0	0.00	0	0.00	97,661,418	325,538,058
2022/23	1,702,959,626	2,675,057	1,705,634,684						0	0.00	0	0.00	102,177,578	340,591,925
2023/24	1,781,709,643	2,621,556	1,784,331,199						0	0.00	0	0.00	106,902,579	356,341,929
2024/25	1,864,101,299	2,569,125	1,866,670,424						0	0.00	0	0.00	111,846,078	372,820,260
2025/26	1,950,302,995	2,517,742	1,952,820,738						0	0.00	0	0.00	117,018,180	390,060,599
2026/27	2,040,490,919	2,467,388	2,042,958,307						0	0.00	0	0.00	122,429,455	408,098,184
2027/28	2,134,849,406	2,418,040	2,137,267,446						0	0.00	0	0.00	128,090,964	426,969,881
2028/29	2,233,571,316	2,369,679	2,235,940,995						0	0.00	0	0.00	134,014,279	446,714,263
2029/30	2,336,858,426	2,322,285	2,339,180,711						0	0.00	0	0.00	140,211,506	467,371,685
2030/31	2,444,921,845	2,275,840	2,447,197,685						0	0.00	0	0.00	146,695,311	488,984,369
				$16,130,000			$2,500,000							
									Average:	0.04				

(a) 2006/07 is actual. 2007/08 through 2011/12 assume 23.12% and subsequent years assume 4.62% growth. Beginning in fiscal year 2006/07, the Secondary Assessed Valuation is adjusted to reflect the statutory 10 year class 1 assessment ratio phase down from 25% to 20%.

(b) Interest is estimated at 5.00% for the Series 2006 Bonds.

(c) Secondary tax rates are per $100 of assessed valuation.

(d) Capacity is calculated using the projected secondary assesed valuation per the statutory requirement.

Prepared by Stone & Youngberg LLC 10/12/2006

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 25, 2006

NEW ISSUE – BOOK-ENTRY-ONLY FORM **RATINGS: See "RATINGS" herein.**

In the opinion of Bond Counsel, assuming compliance with certain tax covenants, interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, see "TAX MATTERS" herein for a description of the federal alternative minimum tax on corporations and certain other federal tax consequences of ownership of the Bonds. Bond Counsel is further of the opinion that, if the foregoing is the case, the interest on the Bonds will be exempt from income taxation under the laws of the State of Arizona. See also "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein.

$2,500,000
CITY OF AVONDALE, ARIZONA
GENERAL OBLIGATION BONDS
(PROJECTS OF 1998),
SERIES B (2006)

Dated: Date of Initial Delivery *Due:* July 1, as shown on the inside front cover page

The $2,500,000 City of Avondale, Arizona (the "City") will issue its General Obligation Bonds (Projects of 1998), Series B (2006) (the "Bonds") for the purpose of providing funds (i) to construct a library facility and (ii) to pay costs incurred in connection with the issuance of the Bonds.

The Bonds will be issued in the form of fully-registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository for the Bonds. Purchases of the Bonds initially will be made in book-entry form in the book-entry-only system of DTC only through DTC participants in the principal amount of $5,000 due on a specific maturity date or any integral multiple thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. DTC will be responsible for distributing the principal and interest payments to its direct and indirect participants who will, in turn, be responsible for distribution of such amounts to the beneficial owners of the Bonds (the "Beneficial Owners"). See APPENDIX F - "BOOK-ENTRY-ONLY SYSTEM."

The Bonds will mature on the dates and in the amounts and will bear interest at the rates set forth on the inside front cover page of this Official Statement. Interest on the Bonds will be payable semiannually on each January 1 and July 1 (each an "Interest Payment Date") commencing January 1, 2007, until maturity.

See Inside Front Cover for Maturity Schedule

The City and DTC each reserve the right to discontinue the use of the book-entry-only system at any time. Utilization of the book-entry-only system will affect the method and timing of payment of principal and interest on the Bonds and the method of transfer of the Bonds. So long as the book-entry-only system is in effect a single fully-registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee of DTC, through Zions First National Bank. So long as the book-entry-only system is in effect and Cede & Co. is the registered owner of the Bonds, all references herein to owners of the Bonds will refer to Cede & Co. and not the Beneficial Owners. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM."

The Bonds will not be subject to optional redemption prior to their stated maturity dates.

The Bonds will be payable as to both principal and interest from a continuing, direct, annual, ad valorem tax levied against all taxable property within the boundaries of the City. The Bonds are payable from such a tax without limit as to rate or amount. See "SECURITY FOR AND SOURCES OF PAYMENT" herein.

Unconditional proposals for the purchase of the Bonds will be received through the facilities of PARITY® until 10:00 a.m., Mountain Standard Time (the State of Arizona is exempt from Daylight Savings Time) on Monday, November 6, 2006, in accordance with the Notice Inviting Proposals for the Purchase of Bonds (the "Notice"). Please refer to the Notice for additional information concerning bidding parameters and requirements for the purchase of the Bonds (including the good faith deposit or financial surety bond requirements).

The Bonds are offered when, as and if issued by the City and received by the purchaser thereof, subject to the approving opinion of Greenberg Traurig, LLP, Bond Counsel, as to validity and tax exemption. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about November 21, 2006.*

This cover page contains certain information with respect to the Bonds for convenience of reference only. It is not a summary of material information with respect to the Bonds. Investors are advised to read this Official Statement in its entirety to obtain information essential to making an informed investment decision with respect to the Bonds.

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* *Subject to change.*

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Price or Yield
2007	$320,000	%	%
2008	515,000		
2009	150,000		
2010	160,000		
2011	165,000		
2012	175,000		
2013	185,000		
2014	195,000		
2015	200,000		
2016	210,000		
2017	225,000		

* *Subject to change.*

CITY OF AVONDALE, ARIZONA

CITY COUNCIL

Marie Lopez-Rogers, *Mayor*

Dr. Charles Wolf, *Vice Mayor*
Jim Buster, *Council Member*
Jason Earp, *Council Member*
Betty Lynch, *Council Member*
Frank Scott, *Council Member*
Ken Weise, *Council Member*

CITY ADMINISTRATIVE OFFICIALS

Charlie McClendon
City Manager

David Fitzhugh
Assistant City Manager

Kevin Artz, CPA
Finance & Budget Director

Rogene Hill
Assistant City Manager

Gust Rosenfeld P.L.C.
City Attorney

BOND COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

Zions First National Bank
Los Angeles, California

FINANCIAL ADVISOR

Stone & Youngberg LLC
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City or the Financial Advisor to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page and appendices hereto, has been obtained from the City, the Arizona Department of Revenue, the offices of the Assessor, Finance Director and Treasurer of Maricopa County, Arizona, and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or the Financial Advisor. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein have been based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of forecasts, projections, opinions, assumptions or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, assumptions, opinions or estimates are "forward looking" statements that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City or the Financial Advisor and its accuracy cannot be guaranteed. The information and forward looking statements herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange in reliance upon certain exemptions. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the merits of the Bonds, the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

As the "obligated person" with respect to the Bonds, the City has undertaken to provide continuing disclosure as described in this Official Statement under "CONTINUING DISCLOSURE" and in APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

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$2,500,000
CITY OF AVONDALE, ARIZONA
GENERAL OBLIGATION BONDS
(PROJECTS OF 1998),
SERIES 2006

NOTICE INVITING PROPOSALS FOR THE PURCHASE OF BONDS

NOTICE IS HEREBY GIVEN that unconditional proposals will be received to and including the hour of 10:00 a.m., Mountain Standard Time ("MST")(the State of Arizona is exempt from Daylight Savings Time), on Monday, November 6, 2006, through the facilities of PARITY® for the purchase of bonds of the City of Avondale, Arizona (the "City"), in the principal amount of $2,500,000, to be designated "City of Avondale, Arizona General Obligation Bonds (Projects of 1998), Series B (2006)" (the "Bonds"). The Mayor and Council of the City will meet at the hour of 7:00 P.M., on Monday, November 6, 2006, for the purpose of considering proposals received and, if an acceptable proposal is received, awarding the contract for the purchase of the Bonds.

A proposal may be submitted only through the facilities of PARITY®. The time maintained by PARITY® shall constitute the official time. Submission of proposals is further discussed under the heading "ELECTRONIC PROPOSAL PROCEDURES."

The City may continue the date for receipt of proposals. If the date for receipt of proposals is continued, prior to 10:00 a.m. MST (the State of Arizona is exempt from Daylight Savings Time) on Monday, November 6, 2006, or prior to 10:00 a.m. MST (the State of Arizona is exempt from Daylight Savings Time) on the day prior to the date to which receipt of proposals has been continued, the City will give notice of the continuance by PARITY® at i-Deal.com.

The Financial Advisor reserves the right and has been granted approval by the City to submit a bid for the Bonds.

The Bonds will be dated the date of initial authentication and delivery and will bear interest from such date to the maturity of each of the Bonds at a rate or rates per annum of not to exceed nine percent (9%). Interest on the Bonds will be payable semiannually on January 1 and July 1 commencing January 1, 2007. The Bonds will mature on July 1 in the years 2007 to 2017, inclusive, in the principal amounts as follows:

Maturity Date (July 1)	Principal Amount	Maturity Date (July 1)	Principal Amount
2007	$320,000	2013	$185,000
2008	515,000	2014	195,000
2009	150,000	2015	200,000
2010	160,000	2016	210,000
2011	165,000	2017	225,000
2012	175,000		

The Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds through its book-entry system (the "Book-Entry Only System"). Purchases of beneficial ownership interests in the Bonds will be made in book-entry form in amounts of $5,000 of principal amount due on a specific maturity date or any integral multiple thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. See the information contained herein under the caption "BOOK-ENTRY ONLY SYSTEM." The principal of and interest on the Bonds will be paid by Zions First National Bank, as the bond registrar and paying agent (the "Bond Registrar and Paying Agent") for the Bonds, to Cede & Co., as long as Cede & Co. is the

registered owner of the Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial ownership interests in the Bonds is the responsibility of DTC Participants and Indirect Participants, as more fully described in the preliminary official statement relating to the Bonds (the "Preliminary Official Statement").

ELECTRONIC PROPOSAL PROCEDURES: Proposals may be submitted only through the facilities of PARITY®. Proposals must be submitted on the Official Proposal Form that resides on the PARITY® system, without alteration or interlineation. Subscription to the Thomson Financial Municipal Group's PROPOSALCOMP Competitive Bidding System is required in order to submit a proposal. The City will neither confirm any subscription nor be responsible for the failure of any prospective proposer to subscribe. The City is using PARITY® as a communications media, and not as the City's agent, to conduct electronic bidding for the Bonds.

All proposals made through the facilities of PARITY® shall be deemed irrevocable offers to purchase the Bonds on the terms provided in this Notice Inviting Proposals for the Purchase of Bonds and shall be binding upon the entity making the proposal. Neither the City nor Stone & Youngberg LLC, Financial Advisor to the City (the "Financial Advisor") shall be responsible for any malfunction or mistake made by, or as result of the use of the facilities of, PARITY®, the use of such facilities being the sole risk of the prospective proposer.

If any provisions of this Notice Inviting Proposals for the Purchase of Bonds shall conflict with information provided by PARITY®, as the online system provider, this Notice Inviting Proposals for the Purchase of Bonds shall control. Further information about PARITY®, including any fee charged, may be obtained from PROPOSALCOMP/PARITY, 40 West 23rd Street, 5th Floor, New York, New York 10010, Attn: Customer Support (212-404-8102).

Proposers are requested to state in their proposals the true interest cost ("TIC") to the City as described under the heading "AWARD AND DELIVERY." All proposals shall be deemed to incorporate this Notice Inviting Proposals for the Purchase of Bonds in the Official Proposal Form.

Each proposer shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of this Notice Inviting Proposals For Purchase of Bonds. None of the City, the Financial Advisor nor the entities which control PARITY® shall have any duty or obligation to provide or assure such access to any proposer, and none of the City, the Financial Advisor nor the entities which control PARITY® shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, PARITY®.

Only National Association of Securities Dealers registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to submit proposals for the Bonds.

BOOK-ENTRY ONLY SYSTEM: DTC (and, together with any successor securities depository for the Bonds, a "Securities Depository"), will act as Securities Depository for the Bonds and the ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. For a description of the method of payment of debt service on the Bonds and matters pertaining to transfers and exchanges and providing of notices while the Book-Entry Only System is in place, see the information in the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement") under the caption "BOOK-ENTRY ONLY SYSTEM." So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the holders or registered owners of the Bonds will mean Cede & Co. and will not mean the Beneficial Owners (as defined under "BOOK-ENTRY ONLY SYSTEM" in the Preliminary Official Statement) of the Bonds. The City and the Bond Registrar and Paying Agent may treat the person in whose name a Bond is registered as the absolute owner thereof for all purposes and shall not be affected by any notice to the contrary. The Bond Registrar and Paying Agent will keep the bond registration books for the Bonds at its designated corporate trust office.

AUTHORITY AND PURPOSE: The Bonds will be issued pursuant to the Constitution and laws of the State of Arizona, including particularly Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, and a resolution (the "Bond Resolution") to be adopted by the Mayor and Council of the City on November 6, 2006, unless the sale thereof is continued as indicated hereinabove and then such resolution will be adopted on a date provided at the time of such continuance (the "Bond Resolution"). The Bonds being issued for the purpose of providing money to finance the improvements and other purposes described in the Preliminary Official Statement. The Bonds were authorized by the qualified electors of the City voting at a special bond election held on September 8, 1998.

SECURITY AND SOURCES OF PAYMENT: The principal of and interest on the Bonds will be payable from an ad valorem tax levied against all of the taxable property of the City. The Bonds will be payable from such tax without limit as to rate or amount. The Mayor and Council of the City are obligated to levy annually an ad valorem tax for payment of the principal of and interest on the Bonds upon all the taxable property within the City without limitation as to rate or amount.

NO PRIOR REDEMPTION: The Bonds will not be subject to redemption prior to their stated maturity dates.

BOND INSURANCE: A proposer may obtain municipal bond insurance at its option and expense. The City will cooperate with the purchaser of the Bonds with respect to such bond insurance.

CREDIT RATINGS: The City will be responsible for the insured credit rating fees.

INTEREST RATES/FORM OF PROPOSAL: Proposals for the purchase of the Bonds must state the rate or rates of interest to be paid, and no proposal at a price less than the par value of the Bonds will be considered. All Bonds of the same maturity must bear the same rate of interest. The highest rate proposal shall not exceed the lowest rate by more than two percent (2.0%) per annum. Proposals must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1.0%). Interest will be calculated on the basis of a year comprised of 360 days consisting of twelve (12) months of thirty (30) days each.

Any interest rate proposal which would result in an interest payment amount having fractional cents will be deemed a waiver of the right to payment of such fractional cents. No fractional cents will be paid or accumulated for payment on any Bond.

No proposal offering to purchase less than all of the Bonds will be considered.

MAXIMUM NET PREMIUM: The Bonds may not be reoffered to produce a net premium (as such term is hereinafter defined) associated with the Bonds in excess of $50,000. **REOFFERING THE BONDS AT A NET PREMIUM IN EXCESS OF $50,000 WILL CAUSE THE BONDS TO BE INVALID.** The term "net premium" means the difference between $2,500,000 (the par amount of the Bonds) and the issue price of the Bonds determined pursuant to United States Treasury Regulations. The issue price of the Bonds will be the aggregate of the issue price of each maturity of the Bonds. The issue price of each maturity of the Bonds will be the initial offering price to the public (excluding bond houses, brokers and similar persons or organizations acting in the capacity of underwriters or wholesalers) at which a substantial amount of Bonds of that maturity (at least ten percent (10%) of such maturity) are reasonably expected to be sold as of the date of the award.

INFORMATION TO BE PROVIDED BY PURCHASER: The purchaser of the Bonds will be required to furnish to the City, within twenty-four (24) hours after the award of the Bonds, a certificate in a form acceptable to the City and to Bond Counsel (as such term is hereinafter defined) stating that a bona fide public offering of the Bonds has been made and setting forth the offering prices at which a substantial amount of the Bonds of each maturity is reasonably expected to be sold to the public (excluding bond houses, brokers and similar persons or organizations acting in the capacity of underwriters or wholesalers) as of the date of the award. If the offering prices so certified cause the net premium to exceed $50,000, the award will be canceled, the Bonds will not be delivered to the such entity and the Deposit (as described below) will be retained by the City and forfeited as

liquidated damages. (The foregoing information will also be used to enable the City to compute the yield on the Bonds for federal income tax purposes.)

RIGHT OF REJECTION: The Mayor and Council of the City reserve the right to reject any and all proposals and to waive any irregularity or informality in any proposal, except that the time for receiving proposals shall be of the essence.

AWARD AND DELIVERY: Unless all proposals are rejected, or the sale of the Bonds is continued, the City, at the scheduled meeting of the Mayor and Council of the City, will award the Bonds not later than 11:59 p.m., MST (the State of Arizona is exempt from Daylight Savings Time), on such date to the responsible proposer offering to purchase all of the Bonds at the lowest true interest cost to the City, which shall be determined by computing the aggregate amount of interest payable on the Bonds from their date to their respective maturity dated and by deducting therefrom any premium. (See "INTEREST RATES/FORM OF PROPOSAL" and "INFORMATION TO BE PROVIDED BY PURCHASER.") **Language regarding the award being contingent upon council's adoption of the sale????** Delivery of the Bonds will be made to the purchaser upon payment in federal or immediately available funds at the offices of Greenberg Traurig, LLP, Phoenix, Arizona ("Bond Counsel"), or, at the purchaser's request and expense, at any other place mutually agreeable to both the City and the winning proposer. It is expected that delivery will be made on or about November 21, 2006.

CANCELLATION: Proposers are to take notice that, pursuant to Arizona law, if within three years from the award of the contract for the purchase of the Bonds any person who was significantly involved in initiating, negotiating, securing, drafting or creating a contract for the purchase of the Bonds on behalf of the City becomes an employee or agent of the purchaser of the Bonds in any capacity or a consultant to the purchaser of the Bonds with respect to the contract for the purchase of the Bonds, the City may cancel the award of the contract without penalty or further obligation by the City and refuse to deliver the Bonds to the purchaser of the Bonds. In addition to such cancellation, if such person becomes an employee or agent of the purchaser of the Bonds with respect to the contract for the purchase of the Bonds, the City may recoup any fees or commissions paid or due to the purchaser of the Bonds with respect to the award to said purchaser and the actual sale of the Bonds.

GOOD FAITH DEPOSIT: All proposals must be covered by a financial surety bond for the amount of the hereinafter described Deposit from an insurance company licensed to issue such a bond in the State of Arizona, and such bond must be submitted to the Financial Advisor prior to the opening of the proposals. The financial surety bond must identify each proposer, the Deposit for which is guaranteed by such financial surety bond. A certified check or wire transfer in the amount of $50,000, payable to the order of the City (the "Deposit"), must be submitted by the purchaser of the Bonds, as instructed by the Financial Advisor, not later than 1:00 p.m. MST (the State of Arizona is exempt from Daylight Savings Time) on the next business day following the award. If the Deposit is not received by that time, the financial surety bond may be drawn on by the City to satisfy the Deposit. The Deposit will be applied to the purchase price of the Bonds or retained and forfeited as liquidated damages in the event the purchaser of the Bonds does not take up and pay for the Bonds immediately upon their issuance. No interest will be paid on the Deposit.

LEGAL OPINION: The Bonds will be sold with the understanding that the City will furnish the purchaser with the approving opinion of Bond Counsel. Bond Counsel has been retained by the City as Bond Counsel and, in such capacity, will render their opinion only upon the legality of the Bonds under Arizona law and on the exemption of the interest income on the Bonds from federal and State of Arizona income taxes, the delivery of said opinion being a condition precedent to the delivery of the Bonds and the purchase thereof by the purchaser of the Bonds. (See "TAX EXEMPTION.") The fees of Bond Counsel will be paid from the proceeds of the sale of the Bonds.

TAX EXEMPTION: The Internal Revenue Code of 1986, as amended (the "Code"), contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of certain investment earnings to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith and certain other matters. The Bond Resolution includes provisions which, if complied with by the City, meet the requirements of the Code. Failure to comply with certain of such

Bond Resolution provisions may cause interest on the Bonds to become subject to federal income taxation retroactive to the date of issuance of the Bonds.

Assuming compliance by the City with the provisions of the Bond Resolution, in the opinion of Bond Counsel, interest on the Bonds will not be, under current law, includable in gross income of the owners thereof for federal income tax purposes, and therefore will be exempt from present federal income taxation, except to the extent that such interest will be taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations and in computing the "branch profits tax" imposed on certain foreign corporations as described below, and is exempt from present Arizona income taxation. Interest on the Bonds will not be treated as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations.

The Code includes provisions for an alternative minimum tax ("AMT") for corporations which is levied for taxable years beginning after December 31, 1986, in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("AMTI"), which is the taxable income with certain adjustments. One of the adjustment items used in computing AMTI of a corporation (excluding S Corporations, Regulated Investment Companies, Real Estate Investment Trusts, or REMICs) is an amount equal to 50% of the excess of such corporation's "adjusted net book income" over an amount equal to its AMTI (before adjustment item and the alternative tax net operating loss deduction). For taxable years beginning after 1989, such adjustment item will be 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). Both "adjusted net book income" and "adjusted current earnings" would include all tax-exempt interest, including interest on the Bonds.

Under the provisions of Section 884 of the Code, a branch profits tax may be levied (for taxable years beginning after December 31, 1986) on the "effectively connected earnings and profits" of certain foreign corporations, which include tax-exempt interest such as interest on the Bonds.

Individuals receiving benefits under the Social Security Act or the Railroad Retirement Act may be required to treat specially the interest received on the Bonds in particular circumstances specified in the Code.

If a Bond is purchased hereafter at any time for a price that is less than the stated redemption or payment price at maturity or, if issued with original issue discount, the "issue price" plus accreted original issue discount, the purchaser will be treated as having purchased an obligation with, unless certain exceptions apply, market discount subject to the market discount rules of the Code. Accrued market discount is treated as taxable ordinary income and is recognized when an obligation is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such obligation. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

In rendering its opinion, Bond Counsel will rely upon certifications of the City with respect to certain material facts solely within the knowledge of the City relating to, among other things, the application of proceeds of the sale of the Bonds as well as to certain provisions of the Bond Resolution, sale of the Bonds and certain other matters. If such certifications prove untrue, it is possible that interest related to the Bonds could lose its tax-exempt status. The Bonds do not provide for an adjustment in interest rate or yield in the event of taxability, and the event of taxability does not cause an acceleration of the principal of the Bonds.

Ownership of tax-exempt obligations such as the Bonds may result in collateral federal income tax consequences to certain taxpayers, including without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

From time to time, there are legislative proposals in Congress which, if enacted could alter or amend the federal tax matters referred to above or affect adversely the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

CERTIFICATES TO BE DELIVERED: The City will deliver a certificate showing that no litigation is pending affecting the issuance and sale of the Bonds, an arbitrage certificate covering its expectations concerning the use of proceeds from the sale of the Bonds and related matters and a certificate regarding the accuracy of the hereinafter described final official statement for the Bonds in connection with their initial issuance.

CUSIP IDENTIFICATION NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and to pay for the Bonds in accordance with the terms of its proposal. No CUSIP identification number shall be deemed to be a part of any Bond or a part of the contract evidenced thereby, and no liability shall hereafter attach to the City or to any of its officers or agents because of or on account of such numbers or any use made thereof. All expenses in relation to the printing of CUSIP identification numbers on the Bonds and the CUSIP Service Bureau charge for the assignment of said numbers shall be paid for by the City.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL; DELIVERY OF OFFICIAL STATEMENTS: The City deems the Preliminary Official Statement, provided in connection with the sale of the Bonds, to be final as of its date, except for the omission of the offering prices or yields, the interest rates and any other terms or provisions required by the City to be specified in the proposal, and other terms of the Bonds depending on such matters. The purchaser of the Bonds agrees to supply the City, within twenty-four hours after the award of the Bonds, all necessary pricing information and any underwriter identification necessary to complete the final Official Statement to be issued in connection with the sale of the Bonds.

Promptly after receiving the necessary information from the purchaser of the Bonds, the City will prepare a final Official Statement in substantially the same form as the Preliminary Official Statement, subject to any amendments which the City believes should be made in the final Official Statement.

The City will provide the purchaser of the Bonds with the final Official Statements within seven (7) business days of the award of the Bonds. The final Official Statements may be obtained, without cost to the purchaser of the Bonds, in an amount not greater than seventy-five (75) copies from the City. Additional copies of the final Official Statement may be obtained from the City at the expense of the purchaser of the Bonds.

CONTINUING DISCLOSURE UNDERTAKING: The City will covenant for the benefit of certain beneficial owners of the Bonds to provide certain financial information and operating data relating to the City by not later than January 1 in each year commencing February 1, 2007 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events, if material (the "Notices of Material Events"). The Annual Reports will be filed by the City with each Nationally Recognized Municipal Securities Information Repository and any State Information Depository established by the State of Arizona in existence at the time of a filing or with a Central Post Office. (At present no such State Information Depository has been designated.) The Notices of Material Events will be filed by the City with the same entities as well as the Municipal Securities Rulemaking Board. These covenants have been made in order to assist the underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). A failure by the City to comply with these covenants must be reported in accordance with such Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market.

FURTHER INFORMATION: Further information, including the Bond Resolution and the Preliminary Official Statement containing information relating to the sale and issuance of and security for the Bonds, may be obtained from Mr. Kevin Artz, Finance & Budget Director of the City, at 11485 West Civic Center Circle, Avondale, Arizona 85323 (telephone number [623] 478-3200), or from Mr. B. Mark Reader, Managing

Director, Stone & Youngberg, LLC, Suite 280, 2555 East Camelback Road, Phoenix, Arizona 85016 (Telephone Number [602] 794-4011), Financial Advisor to the City.

DATED: October 16, 2006

/s/ Linda Farris
.....
Linda Farris, Clerk, City of Avondale,
Arizona

OFFICIAL STATEMENT

$2,500,000
CITY OF AVONDALE, ARIZONA
GENERAL OBLIGATION BONDS
(PROJECTS OF 1998),
SERIES B (2006)

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page and the appendices attached hereto, has been prepared on behalf of the City of Avondale, Arizona (the "City") in connection with the original issuance and sale by the City of $2,500,000 principal amount of General Obligation Bonds (Projects of 1998), Series B (2006) (the "Bonds") identified on the inside front cover page hereof. Certain information concerning the authorization, purpose, terms, conditions of sale and sources of payment of and security for the Bonds is stated in this Official Statement.

All financial and other information in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown herein, will necessarily continue or be repeated in the future.

Reference to provisions of State of Arizona law, whether codified in the Arizona Revised Statutes or uncodified, or of the State of Arizona Constitution, are references to those current provisions. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement "debt service" means principal of and interest on the obligations and reference to, "County" means Maricopa County, Arizona, and "State" or "Arizona" means the State of Arizona.

Neither this Official Statement nor any statement that may have been made orally or in writing in connection herewith is to be considered as or part of a contract with the original purchasers or subsequent owners or beneficial owners of the Bonds.

THE BONDS

Authorization and Purpose

The Bonds will be issued pursuant to the State of Arizona Constitution and the laws of the State, including particularly Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, a vote of the qualified electors of the City at an election held on September 8, 1998 (the "1998 Authorization") and a resolution adopted by the Mayor and Council of the City on November 6, 2006 (the "Resolution"). Proceeds from the sale of the Bonds will be used for the purpose of constructing a new library facility and paying certain costs related to the issuance of the Bonds.

After the sale and delivery of the Bonds, the City will have $18,250,000 principal amount of authorized but unissued general obligation bonds remaining for various purposes from the 1998 Authorization.

General Description

The Bonds will be dated as of the date of initial delivery and initially will be registered only in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"), under the book-entry-only system described in APPENDIX F (the "Book-Entry-Only System"). Beneficial ownership interests in the Bonds may be purchased through direct and indirect participants of DTC in principal amounts of $5,000 due on a specified

maturity date or integral multiples thereof. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM." The Bonds will mature on the dates and in the principal amounts and bear interest at the rates all as set forth on the inside front cover page of this Official Statement. Interest on the Bonds will accrue from the dated date of the Bonds and will be payable on January 1, 2007 and on each July 1 and January 1 thereafter (each an "interest payment date") until maturity.

Bond Registrar and Paying Agent

Zions First National Bank will serve as the initial bond registrar, paying and transfer agent (the "Bond Registrar and Paying Agent") for the Bonds. The City may change the Bond Registrar and Paying Agent without notice of or consent of the owners of the Bonds.

No Prior Redemption

The Bonds will not be subject to redemption prior to their stated maturity dates.

SECURITY FOR AND SOURCES OF PAYMENT

Principal of and interest on the Bonds will be payable from an ad valorem tax levied against all of the taxable property located within the boundaries of the City. The Bonds will be payable from such tax without limit as to rate or amount. A record of property taxes levied and collected for the City for the most recent five fiscal years may be found in APPENDIX B – "CITY OF AVONDALE, ARIZONA – FINANCIAL DATA," attached hereto. The proceeds of such taxes will be kept by the City in a debt service fund and by law may be used only for payment of principal, interest, premium, if any, and costs of the Bonds.

Additional Bonds

The City expects to issue additional general obligation bonds in the future pursuant to existing and future voted bond authorizations. Such bonds will be payable from the same levy of the ad valorem property tax as for the Bonds and all other outstanding general obligation bonds of the City. The City is currently authorized to issue $21,820,000 aggregate principal amount of general obligation bonds and revenue bonds, in addition to the Bonds, pursuant to voter approvals given at a special bond election held on October 10, 1995 and September 8, 1998. The purposes for which such authorized but unissued general obligation bonds may be issued are set forth below:

Purpose	Remaining Authorization
Water Improvements	$ 3,570,000
Water and Sewer System Improvements	15,000,000 *(a)*
Street and Highway Improvements	3,250,000 *(a)*
Library Facilities	None
Total Authorized but Unissued	$21,820,000

(a) All of which may be issued as revenue bonds or general obligation bonds.

ESTIMATED DEBT SERVICE REQUIREMENTS

The following schedule illustrates the annual debt service on general obligation bonds outstanding and also the estimated annual debt service requirements on the Bonds.

TABLE 1

Schedule of Estimated Debt Service Requirements *(a)*
City of Avondale, Arizona

Fiscal Year	Bonds Outstanding		The Bonds		Combined Estimated Total Annual Debt Service Requirements*
	Principal	Interest	Principal*	Estimated Interest *(b)*	
2006/07	$ 1,945,000	$ 550,519	$ 320,000	$ 76,389 *(c)*	$ 2,891,908
2007/08	2,400,000	481,835	515,000	109,000	3,505,835
2008/09	2,920,000	423,018	150,000	83,250	3,576,268
2009/10	2,035,000	342,628	160,000	75,750	2,613,378
2010/11	975,000	280,068	165,000	67,750	1,487,818
2011/12	1,030,000	244,193	175,000	59,500	1,508,693
2012/13	1,070,000	206,743	185,000	50,750	1,512,493
2013/14	1,120,000	166,638	195,000	41,500	1,523,138
2014/15	810,000	122,968	200,000	31,750	1,164,718
2015/16	1,070,000	89,243	210,000	21,750	1,390,993
2016/17	370,000	36,618	225,000	11,250	642,868
2017/18	385,000	18,673			403,673
	$ 16,130,000		$ 2,500,000		

* *Subject to change.*

(a) *Prepared by the Financial Advisor.*

(b) *Interest is estimated at 5.0% per annum for the Bonds.*

(c) *The first interest payment on the Bonds will be due January 1, 2007. Thereafter, interest on the Bonds will be payable semiannually on July 1 and January 1 until maturity.*

LITIGATION

No litigation or administrative action or proceeding is pending (a) restraining or enjoining, or seeking to restrain or enjoin, (i) the issuance and delivery of the Bonds or (ii) the levy and collection of taxes to pay the debt service on the Bonds or (b) contesting or questioning (i) the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered or (ii) the validity of the Bonds. Representatives of the City will deliver a certificate to that effect at the time of the initial delivery of the Bonds.

RATINGS

Moody's Investors Service ("Moody's") and Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("S&P") have assigned the underlying ratings of "A2" and "A+," respectively. Such ratings reflect only the views of Moody's and S&P. An explanation of the significance of a rating assigned by Moody's may be obtained at 99 Church Street, New York, New York 10007. An explanation of the significance of any rating assigned by S&P may be obtained at 55 Water Street, New York, New York 10041. Such ratings may be revised downward or withdrawn entirely by Moody's or S&P, if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City has covenanted in its continuing disclosure certificate that it will file notice of any formal change in any rating relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" herein.

INSURANCE

The City will endeavor to qualify the Bonds for municipal bond insurance. The cost of the municipal bond insurance, if purchased, will be solely the responsibility of the purchaser of the Bonds. See the Notice.

LEGAL MATTERS

The Bonds are sold with the understanding that the City will furnish the Purchaser with the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona ("Bond Counsel"). A draft of such approving opinion is included as APPENDIX D – "FORM OF APPROVING LEGAL OPINION" hereto; provided, however, the opinion delivered may vary from the text if necessary to reflect facts and laws on the date of delivery. Bond Counsel is to render its opinion, which will speak only as of its date, upon the validity and enforceability of the Bonds under State law and on its exclusion of the interest income on the Bonds for federal income tax purposes from gross income for purposes of calculating federal income taxes and of the exemption of the interest income on the Bonds from State income taxes. (See "TAX MATTERS," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein.) Payment of the fees of Bond Counsel and the Purchaser are contingent upon the delivery of the Bonds. The fees of Bond Counsel and the Purchaser are expected to be paid from proceeds of the sale of the Bonds.

Bond Counsel has not been engaged to confirm, examine or verify the accuracy, completeness or fairness of any information in this Official Statement, including the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) that, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of school districts that could have a material impact on the City and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

Certain matters will be passed upon for the City by their counsel, Gust Rosenfeld, PLC, Phoenix, Arizona.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The Internal Revenue Code of 1986, as amended (the "Code") includes requirements which the City must continue to meet with respect to the Bonds after the issuance thereof in order that interest on the Bonds not to be included in gross income for federal income tax purposes. The failure by the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The City has covenanted in the Resolution to take the actions required by the Code in order to maintain the exclusion from federal gross income of interest on the Bonds.

In the opinion of Bond Counsel, rendered with respect to the Bonds on the date of issuance of the Bonds, assuming continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining adjusted current earning for purposes of computing the alternative minimum tax imposed on corporations. Bond Counsel is further of the opinion upon the date of issuance of the Bonds that the interest thereon is exempt from income taxation under the laws of the State.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds or, in the case of a financial institution, that portion of an owner's interest expense allocable to interest on a Bond; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including the interest income for federal tax purposes); (iii) the inclusion of interest on the Bonds in the earnings of certain foreign corporations doing business in the United States of America for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive investment income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion in gross income of interest on the Bonds by recipients of certain Social Security and Railroad Retirement benefits.

ORIGINAL ISSUE DISCOUNT

The initial offering prices of the Bonds maturing on July 1, 20__ through and including July 1, 20__ (referred to in this section as the "Discount Bonds"), are less than the stated principal amounts thereof. Under the Code, the difference between the principal amount of the Discount Bonds and the initial offering price to the public (excluding bond houses, brokers and similar persons of organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Discount Bonds of the same maturity was sold, constitutes to an initial purchaser "original issue discount." Original issue discount represents interest which is excluded from gross income; however, such interest is taken into account for purposes of determining the alternative minimum tax imposed on corporations and may result in the collateral federal tax consequences described above under "TAX MATTERS." Original issue discount will accrue actuarially over the term of a Discount Bond at a constant interest rate. A purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof as set forth on the inside front cover page of this Official Statement will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other

disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Prospective purchasers of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

BOND PREMIUM

The difference between the stated principal amount of the Bonds maturing on July 1, ____ through and including July 1, ____ (referred to in this section as the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers), at which price a substantial amount of the Premium Bonds of the same maturity was sold, constitutes to an initial purchaser amortizable "bond premium" that is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, a purchaser who acquires such obligation in the initial offering to the public at the initial offering price thereof as set forth on the inside front cover page of this Official Statement is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Premium Bonds. Prospective purchasers of the Premium Bonds should consult with their own tax advisors with respect to the tax consequences of owning and disposing of the Premium Bonds.

FINANCIAL ADVISOR

The Financial Advisor is providing certain financial consulting services to the City in connection with the issuance of the Bonds. The Financial Advisor has assisted in the assemblage and preparation of this Official Statement on behalf of the City, but has not verified all of the factual information contained herein, nor has it conducted a detailed investigation of the affairs of the City for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained herein.

POLITICAL CONTRIBUTIONS

Neither the Bond Counsel nor the Financial Advisor or their respective employees are known to have made political contributions to any person seeking a seat on the City Council at the last election of the City.

CONTINUING DISCLOSURE

The City will enter into a Continuing Disclosure Undertaking, dated the date of delivery of the Bonds (the "Disclosure Agreement"), the form of which is included in APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District and the Bonds by no later than February 1 in each year (the "Annual Reports") and to provide notices of the occurrence of certain enumerated material events (the "Notices"). Such covenants by the City will only apply so long as the Bonds remain outstanding under the Resolution and will terminate upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Reports will be filed by the City with each Nationally Recognized Municipal Securities Information Repository ("NRMSIRs") as well as any state information depository that is subsequently

established for the State (the "SID") or with a Central Post Office ("CPO"), each described in the form of the Disclosure Agreement. (There is not currently a SID for Arizona.) The Notices will be filed by the City with the same entities or the Municipal Securities Rulemaking Board (the "MSRB"). In accordance with the Rule and pursuant to the Disclosure Agreement, the City has been appointed as the dissemination agent for all of the foregoing disclosure materials but may assign this rule to a third party. The specific nature of the information to be contained in the Annual Reports and the Notices is described in the form of the Disclosure Agreement, which will be executed by the City at the time of issuance of the Bonds. The foregoing covenants have been made in order to assist the Purchaser in complying with the Rule. The City has been and is currently in material compliance with its prior continuing disclosure undertakings.

A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market.

Pursuant to Arizona law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact to the NRMSIRs and the SID or a CPO then in existence and the MSRB.

Absence of continuing disclosure due to a breach of any such covenants or such non-appropriation could affect adversely the Bonds and specifically their market price and transferability.

AUDITED ANNUAL FINANCIAL STATEMENTS

The audited annual financial statements of the City for the period ended June 30, 2005, a copy of which are included in APPENDIX C of this Official Statement, have been audited by Henry & Horne, LLP, to the extent and for the period indicated in their report thereon. The City has neither requested nor obtained the consent of Henry & Horne, LLP to include their report and Henry & Horne, LLP has performed no procedures subsequent to rendering their opinion on the financial statements. The City is not aware of any facts that would make such audited financial statements misleading.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governmental units. For a more detailed summary of significant accounting policies see APPENDIX C which contains the audited financial statements for the City for the fiscal year ended June 30, 2005.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

Documents delivered with respect to the Bonds will include a certificate to the effect that to the knowledge of the City's Finance Director after appropriate review, this Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading and that no event has occurred since date of this Official Statement that should be described herein for the purposes for which this Official Statement is to be used or which it is necessary to disclose herein in order to make the statements and information herein not misleading in any material respect.

CONCLUDING STATEMENT

The Bonds have not been registered under the Federal Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, pertaining to the issuance and sale of municipal securities; nor have the Bonds been qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such Act.

The information in this Official Statement has been obtained from the City, the offices of the Assessor, Finance Director and Treasurer of the County, the Arizona Department of Revenue and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. No other person, including any broker, dealer or salesperson, has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized. Any information or expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement or any supplement to this Official Statement nor any sale hereunder shall under any circumstances create an implication that there will be no change in the affairs of the City after the date hereof. This Official Statement may be supplemented from time to time by the provision of supplemental or additional documents.

This Official Statement has been prepared on behalf of the City and executed for and on behalf of the City by its officer indicated below.

CITY OF AVONDALE, ARIZONA

By: _____
Marie Lopez-Rogers, Mayor

APPENDIX A

CITY OF AVONDALE, ARIZONA
GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

The following information regarding the City is for reference only. No representation is made as to the relevance of the data to the repayment of the Bonds. The Bonds will be direct obligations of the City, payable solely from ad valorem taxes levied against all taxable property in the City, as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT" in this Official Statement.

General

The City is located approximately 15 miles west of downtown Phoenix in the southwestern portion of the metropolitan Phoenix area and in the central portion of the County, contiguous to the communities of Litchfield Park, Arizona to the north, Phoenix, Arizona to the north and east, Tolleson, Arizona to the east and Goodyear, Arizona to the north and west. Unique to the City is the convergence of the Gila, Salt and Agua Fria rivers within the City. The City was incorporated in 1946 and is considered one of the fastest growing residential areas in the County.

POPULATION STATISTICS
City of Avondale, Arizona

	City of Avondale	Maricopa County	State of Arizona
2005 Special Census and Estimate	69,356 *(a)*	3,700,516 *(a)*	6,044,985 *(b)*
2000 Census	35,883	3,072,149	5,130,632
1990 Census	16,169	2,122,101	3,665,339
1980 Census	8,168	1,509,175	2,716,546
1970 Census	6,626	971,228	1,775,399
1960 Census	6,151	663,510	1,302,161

(a) Data as of September 1, 2005.

(b) Data as of July 1, 2005.

Source: U.S. Census Bureau, Maricopa Association of Governments and the Arizona Department of Economic Security, Population Statistics Unit.

Municipal Government and Utilities

The City operates under a Council-Manager form of government in accordance with its Charter. The Mayor is elected for a four-year term and six council members are elected at large on a non-partisan basis for four-year, staggered terms. The City Council appoints the City Manager who has full responsibility for carrying out Council policy and administering operations for the City. The City Manager in turn appoints department heads. Functions of the City government and operation are provided by a staff of 450 full time employees.

The City provides its residents with garbage, trash, water and sewer services. Electricity is provided by both Arizona Public Service Company and Salt River Project. Natural gas is supplied by Southwest Gas Corporation and telephone services are supplied by Qwest Communications, Inc.

Economy

The City is developing from an agriculturally based community into a center for commerce and light industry. The City's economy is a mix of services, retail and manufacturing. The City has two employment corridors that are able to access a labor pool of more than half a million employees within a 30-minute commute. The I-10 Corridor and the Avondale Boulevard Corridor serve the 66-acre Avondale Civic Center and are the future site of a 16,000 square foot Hilton complex.

MAJOR EMPLOYERS
City of Avondale, Arizona

Employer	Description	Approximate Number of Employees
Avondale Auto Group	Car Dealership	660
Wal-Mart	Retail Store	540
City of Avondale	Government	450
Tolleson Union High School District No. 214 *(a)*	Education	395
Avondale Elementary School District No. 44 *(a)*	Education	335
Fry's Food & Drug Store	Grocery Store	305
Agua Fria Union High School District No. 216 *(a)*	Education	300
Littleton Elementary School District No. 65 *(a)*	Education	290
Pendergast Elementary School District No. 92 *(a)*	Education	255
Universal Technical Institute	Education	250
Estrella Mountain Community College Center	Education	190
Costco	Wholesaler	170
Home Depot	Home Improvement Store	170
Sam's Club	Wholesaler	165
Rudolfo Bros Plastering	Plastering	150
Food City (Basha's)	Grocery Store	140
Express Way STS	Trucking & Storage	130
Harkins Gateway Pavilions 18	Movie Theater	130
Litchfield Elementary School District No. 79 *(a)*	Education	120
SunBridge Healthcare Corp.	Retirement Home	105
Cemex	Brick and Stone Related Products	90
Earthblend Custom Landscapes	Landscaping	75
Funrunners Inc.	Recreational Equipment Rental	70

(a) Includes the approximate number of employees at facilities located within the boundaries of the City for each respective school district.

Source: *Greater Phoenix Fact Book*, a publication by the Greater Phoenix Economic Council, *2006 Arizona Harris Directory* and *2006 Arizona Industrial Directory*, publications by Harris Infosource and an individual employer survey.

The following table illustrates the unemployment averages for the City, the County, the State and the United States of America.

UNEMPLOYMENT AVERAGES

Calendar Year	City of Avondale	Maricopa County	State of Arizona	United States of America
2006 *(a)*	3.6%	3.7%	4.4%	4.7%
2005	3.9	4.1	4.7	5.1
2004	4.3	4.4	5.0	5.5
2003	5.0	5.2	5.7	6.0
2002	5.4	5.6	6.1	5.8
2001	4.0	4.2	4.7	4.7

(a) Data through August 2006.

Source: Arizona Department of Economic Security, Bureau of Statistical Information and Research Analysis, Labor Force Statistical Unit.

Construction

The following tables illustrate a building permit summary for residential and non-residential construction and new housing permits for the City.

VALUE OF BUILDING PERMITS
City of Avondale, Arizona
($000's omitted)

Calendar Year	Residential	Commercial and Industrial	Other	Total
2006 *(a)*	$ 127,860	$ 66,855	$ 11,143	$ 205,858
2005	284,248	91,963	11,746	387,957
2004	402,893	59,035	7,295	469,223
2003	191,878	65,063	35,433	292,374
2002	287,493	45,806	17,327	350,626
2001	237,365	14,086	30,497	281,948

(a) Data through June 30, 2006.

Source: Arizona Real Estate Center, Arizona State University Polytechnic Campus. Note that data is obtained from county and municipal divisions which issue such permits. Construction is valued on the basis of estimated cost, not on market price nor value of construction at the time the permit is issued. The issuance of a building permit does not necessarily mean that construction will commence immediately or at all.

NEW HOUSING PERMITS
City of Avondale, Arizona

Calendar Year	Total New Housing Permits
2006 *(a)*	932
2005	1,805
2004	2,483
2003	1,461
2002	2,244
2001	2,474

(a) Data through June 30, 2006.

Source: Arizona Real Estate Center, Arizona State University Polytechnic Campus. Note that data is obtained from county and municipal divisions which issue such permits. The issuance of a building permit does not necessarily mean that construction will commence immediately or at all.

During 1998, the Arizona Legislature promulgated the Growing Smarter Act of 1998 ("Growing Smarter") that created new planning requirements throughout the State and provided stronger tools for local governments in their efforts to manage rapid development. Growing Smarter also created the "Growing Smarter Commission" that conducted hearings throughout the State on ways to enhance the law and to address certain other issues. During 2000, the Arizona Legislature adopted additional legislation known as "Growing Smarter Plus" that significantly expands Growing Smarter particularly the planning requirements passed in 1998. Fast-growing communities must now plan for growth areas and identify the means to provide necessary public services in the future. In addition to environmental and infrastructure elements, an analysis of available water is now required. To pay for growth, communities are permitted to establish service area limits, beyond which new growth pays the full cost for services. Growing Smarter allowed citizens to refer general plans passed by local government to the ballot for voter approval. Growing Smarter Plus goes a step farther by requiring fast growing and large cities and Pima and Maricopa Counties to submit their general plans to the voters for ratification. Every 10 years, voters will have the final say over general planning in their communities. It is unclear at this time how Growing Smarter and Growing Smarter Plus will affect development activity in the City in the future.

Commerce

The following is the City's estimated sales tax revenues.

SALES TAX REVENUE
City of Avondale, Arizona
($000's omitted)

Fiscal Year	Amount
2004/05	$ 35,956
2003/04	22,876
2002/03	15,965
2001/02	14,343
2000/01	7,263

Source: City Finance Department.

Tourism

Phoenix International Raceway, on the southern edge of the City away from residential areas, hosts many important auto races each year, including Copperworld Classic, Indy car and NASCAR, as well as other entertainment activities. Billy Moore Days, named for a colorful character who lived in the City during Arizona's early years, is held in October. Estrella Mountain Regional Park, on the City's southern boundary, has 19,000 acres with an 18-hole golf course as well as camping, horseback riding and picnicking. The 26,000-acre White Tank Mountain Regional Park, to the northwest, features unusual petroglyphs, hiking trails, a waterfall and scenic desert vistas. In addition, Coldwater Golf Course and Friendship Park represent additional recreational opportunities.

Education

The City is presently served by four elementary school districts, two high school districts and three charter schools. Post-secondary education is provided by the Estrella Mountain Community College, Arizona State University West Campus, Glendale Community College and Thunderbird American Graduate School of International Management, located nearby in the cities of Phoenix, Arizona and Glendale, Arizona.

Transportation

The Papago Freeway, an east-west segment of Interstate 10, which spans the metropolitan Phoenix area and the Loop 101, a north-south freeway which connects the northern portion of the metropolitan Phoenix area to the southwestern portion, intersect within the City.

Air transportation is provided by both the Phoenix-Goodyear Municipal Airport, located approximately one mile west in Goodyear, Arizona and by the Phoenix Sky Harbor International Airport, located approximately 18 miles east in Phoenix, Arizona. The Union Pacific rail line also runs through the City, providing industrial sites with rail access.

APPENDIX B

CITY OF AVONDALE, ARIZONA
FINANCIAL DATA

TABLE B-1

Current Year Statistics (Fiscal Year 2006/07)
City of Avondale, Arizona

General Obligation Bonded Debt Outstanding and to be Outstanding	$ 18,630,000	*(a)*
Water and Sewer Revenue Bonded Debt Outstanding	14,994,612	
Street and Highway User Revenue Bonded Debt Outstanding	3,510,000	
Excise Tax Revenue Bonded Debt Outstanding	49,355,000	*(b)*
Primary Assessed Valuation	356,419,427	*(c)*
Secondary Assessed Valuation	386,790,640	*(c)*
Estimated Net Full Cash Value	2,970,954,404	*(d)*

(a) Includes the Bonds.

(b) Does not include the approximately $18,500,000 aggregate principal amount of City of Avondale Municipal Development Corporation Excise Tax Revenue Bonds, Series 2006 (the "2006 Bonds") which the City intends to issue simultaneously with the Bonds which will be sold pursuant to a separate offering document.

(c) Arizona legislation divides property taxes into two categories: primary and secondary. Secondary property taxes are those taxes and assessments imposed to pay principal and interest on bonded indebtedness and certain other obligations, those imposed for special districts other than school districts and those imposed to exceed a budget, expenditure or tax limitation pursuant to voter approval. Primary property taxes are all ad valorem taxes other than secondary property taxes. Annual increases in the valuation of certain types of property for primary property tax purposes and the amount of primary property taxes which may be levied in any year are subject to certain limitations. These limitations do not apply with respect to secondary property taxes. See "PROPERTY TAXES – Ad Valorem Taxes -- Property Tax Assessment Ratios" for the method of determination within such categories.

(d) Estimated net full cash value is the total market value of the property less estimated exempt property within the City.

Source: Finance Department of the City, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue and Finance Department of the County.

STATEMENTS OF BONDED INDEBTEDNESS

TABLE B-2

General Obligation Bonded Debt Outstanding and to be Outstanding
City of Avondale, Arizona

Issue Series	Original Amount	Maturity Dates	Balance Outstanding and to be Outstanding
1997A	$6,430,000	7-1-98/07	$ 315,000
1998	4,300,000	7-1-99/18	3,650,000
2003A	7,050,000	7-1-04/10	5,730,000
2003B	3,060,000	7-1-04/14	2,340,000
2005	4,145,000	7-1-06/16	4,095,000
Direct General Obligation Bonded Debt Outstanding			$ 16,130,000
Plus: The Bonds			2,500,000
Total Direct General Obligation Bonded Debt Outstanding and to be Outstanding			$ 18,630,000

TABLE B-3

Water and Sewer Revenue Bonded Debt Outstanding
City of Avondale, Arizona

Issue Series	Original Amount	Maturity Dates	Balance Outstanding
1992	$7,500,000	7-1-95/12	$ 3,924,113
1996	8,940,000	7-1-97/13	4,740,000
1998	6,300,000	7-1-99/18	1,410,000
1999	6,125,000	7-1-02/20	4,920,499
Total Water and Sewer Revenue Bonded Debt Outstanding			$ 14,994,612

TABLE B-4

Street and Highway User Revenue Bonded Debt Outstanding
City of Avondale, Arizona

Issue Series	Original Amount	Maturity Dates	Balance Outstanding
1998	$4,000,000	7-1-89/08	$ 365,000
2005	3,185,000	7-1-06/17	3,145,000
Total Street and Highway User Revenue Bonded Debt Outstanding			$ 3,510,000

TABLE B-5

Excise Tax Revenue Bonded Debt Outstanding
City of Avondale, Arizona

Issue Series	Original Amount	Maturity Dates	Balance Outstanding
1999	$11,285,000	7-1-01/11	$ 4,260,000
2002	23,000,000	7-1-03/15	10,975,000
2003	13,120,000	7-1-04/15	10,260,000
2004	12,400,000	7-1-05/20	11,200,000
2005	12,850,000	7-1-06/20	12,660,000
Total Excise Tax Revenue Bonded Debt Outstanding			$ 49,355,000

(a) Does not include the approximately $18,500,000 aggregate principal amount of 2006 Bonds which the City intends to issue simultaneously with the Bonds which will be sold pursuant to a separate offering document.

TABLE B-6

Other Indebtedness
City of Avondale, Arizona

Item Leased	Periodic Payment	Period Due
HVAC System	$ 277,356	Annually through 2014
Fire Trucks (2)	153,541	Annually through 2012
Fire Truck	62,305	Annually through 2009
Fire Truck	61,810	Annually through 2007
Fire Truck	60,937	Annually through 2006

Source: The City.

Direct Bonded Debt, Legal Limitation and Unused Borrowing Capacity
City of Avondale, Arizona

The Arizona Constitution provides that the general obligation bonded indebtedness for a city or town for general municipal purposes may not exceed six percent (6%) of the secondary assessed valuation of the taxable property in that city or town. In addition to the six percent limitation for general municipal purpose bonds, cities and towns may issue general obligation bonds up to an additional twenty percent (20%) of the secondary assessed valuation for supplying water, artificial light, or sewers, and for the acquisition and development of land for open space preserves, parks, playgrounds and recreational facilities.

TABLE B-7

General Municipal Purpose Bonds		Water, Light, Sewer, Open Space and Park Bonds	
6% Limitation	$23,207,438	20% Limitation	$ 77,358,128
Direct General Obligation Bonds Outstanding (as of October 1, 2006)	(8,030,000)	Direct General Obligation Bonds Outstanding (as of October 1, 2006)	(8,100,000)
Less: The Bonds Offered Herein	(2,500,000)	Less: The Bonds Offered Herein	None
Unused 6% Borrowing Capacity	$12,677,438	Unused 20% Borrowing Capacity	$ 69,258,128

TABLE B-8

Overlapping Jurisdiction	General Obligation Bonded Debt *(b)*	Proportion Applicable to the City *(a)* Approximate Percent	Proportion Applicable to the City *(a)* Net Debt Amount
State of Arizona	None	0.71 %	None
Maricopa County *(c)*	None	1.07	None
Maricopa County Community College District *(d)*	$ 369,320,000	1.07	$ 3,951,724
Tolleson Elementary School District No. 17	4,755,000	7.10	337,605
Avondale Elementary School District No. 44	24,335,000	23.11	5,623,819
Littleton Elementary School District No. 65	1,270,000	58.97	748,919
Litchfield Elementary School District No. 79	14,350,000	13.15	1,887,025
Pendergast Elementary School District No. 92	16,380,000	37.34	6,116,292
Tolleson Union High School District No. 214	61,790,000	26.77	16,541,183
Agua Fria Union High School District No. 216	64,790,000	16.55	10,722,745
City of Avondale *(e)*	18,630,000	100.00	18,630,000
Net Direct and Overlapping General Obligation Bonded Debt			$ 64,559,312

(a) Proportion applicable to the City is computed on the ratio of secondary assessed valuation for 2006/07.

(b) Includes total general obligation bonds outstanding. Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as follows nor amounts which may be authorized at future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Maricopa County Community College District	$ 761,093,000
Tolleson Elementary School District No. 17	None*
Avondale Elementary School District No. 44	16,760,000
Littleton Elementary School District No. 65	None*
Litchfield Elementary School District No. 79	None*
Pendergast Elementary School District No. 92	None*
Tolleson Union High School District No. 214	7,000,000
Agua Fria Union High School District No. 216	8,850,000
City of Avondale (excluding the Bonds)	21,820,000

* *Does not include bonds which are the subject of elections authorized to be held in November 2006.*

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States of America, Department of the Interior ("Department of the Interior"), for repayment of capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April of 2003, the United States of America and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the

amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States of America will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States of America will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages will be fixed for the entire 50-year repayment period, which commenced October l, 1993. Effectiveness of the agreement is subject to a number of conditions including certain Arizona legislation. Federal enabling legislation was passed in 2004. If the conditions are not met by May 9, 2012, and the parties do not amend the agreement, the agreement will terminate and litigation will resume. If it appears prior to May 9, 2012, that the conditions will not be met by the deadline, the parties can amend the agreement or either party may petition the U.S. District Court to terminate the agreement and resume litigation. CAWCD is a water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of America of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to $0.14 per $100 of secondary assessed valuation, of which $0.12 is being currently levied. (See Arizona Revised Statutes, Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) Does not include certificates of participation outstanding in the aggregate principal amount of $4,715,000. Does not include lease revenue bonds outstanding in the aggregate principal amount of $82,325,000. Does not include County Stadium District revenue bonds outstanding in the aggregate principal amount of $50,050,000.

(d) Does not include revenue bonds outstanding in the amount of $20,605,000.

(e) Includes only general obligation bonded debt, including the Bonds offered herein. See the prior tables in this APPENDIX B for information with respect to the City's obligations secured by other revenue sources.

Source: The various jurisdictions.

TABLE B-9

Direct and Overlapping General Obligation Bonded Debt Ratios
City of Avondale, Arizona

	Per Capita Bonded Debt Population Estimated @ 69,356 *(a)*	As % of City's 2006/07 Secondary Assessed Valuation	As % of City's 2006/07 Estimated Net Full Cash Value
Net Direct General Obligation Bonded Debt	$268.61	4.82%	0.63%
Net Direct and Overlapping General Obligation Debt	930.84	16.69	2.17

(a) As reported in the 2005 Special Census.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, Finance Department of the County, Maricopa County Association of Governments and U.S. Census Bureau.

RETIREMENT SYSTEM

Retirement Benefits

The City's employees are covered by the Arizona State Retirement System (the "ASRS"), a cost-sharing, multiple-employer defined benefit plan. Annual contributions are set by the Arizona Legislature. For fiscal year 2006/07, the City's annual contribution rate is 9.10% of payroll amounts. The City is current on its contributions to the ASRS. See Note 6 in APPENDIX C – "CITY OF AVONDALE, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2005" for further discussion of the City's retirement plan.

The City also contributes to the Elected Officials' Retirement Plan (the "EORP"), a multiple-employer cost-sharing defined benefit pension plan administered by the State to provide pension benefits for state and county elected officials, judges and certain elected officials. The State Legislature has the authority to establish and amend benefits, provisions and contributions for active plan members. EORP provides retirement, death and disability benefits. For the fiscal year ended June 30, 2005, the City's contribution was 13.49% of payroll amounts for covered employees.

The City also contributes to the Volunteer Firefighters' Relief and Pension Fund (the "VFRPF"), a defined contribution plan which provides pensions to volunteer firefighters only. The VFRPF is administered by State statute, requiring both the employee and the City to make contributions equal to 5.00% of the employee's compensation. Some monies are also received from the State. After 20 years of service as a volunteer firefighter, he or she is entitled to a monthly pension determined by the board of trustees of the VFRPF in an amount not to exceed $400. If the volunteer firefighter resigns before completing 20 years of service, he or she is entitled to a refund of his or her contributions only, but not to the City's contributions, amounts received from the State or earnings on any contributions. For the fiscal year ended June 30, 2005, the City's contribution was 5.00% of payroll amounts.

Other Post-Employment Retirement Benefits

The City contributes to the Public Safety Personnel Retirement System (the "PSPRS"), an agent multiple-employer, public employee retirement system that acts as a common investment and administrative agent to provide retirement and death and disability benefits for public safety personnel who are regularly assigned hazardous duty in the

employ of the State or a political subdivision, such as City, thereof. For the fiscal year ended June 30, 2005, the City's contribution was 10.42% of payroll amounts for police and 8.96% of payroll amounts for fire.

The City has conducted an actuarial valuation of the City's unfunded actuarial accrued liability with methods that comply with the financial reporting standards established by the Governmental Accounting Standards Board.

PROPERTY TAXES

Tax Years

The Arizona tax year has been defined as the calendar year notwithstanding the fact that tax procedures, as explained below, begin prior to January 1 of the tax year and continue through May of the succeeding calendar year. The tax lien attaches to the real property as of January 1 of the tax year in question.

Ad Valorem Taxes

The State has two different valuation bases for levying ad valorem property taxes. They are "limited property" and "full cash" values. Property valuations are established on most property by the individual county assessors, with the Arizona Department of Revenue determining the valuations of centrally assessed properties such as gas, water and electric utilities, pipelines, mines, local and long distance telephone companies and airline flight property. All property within the State, whether real or personal, is subject to property taxation unless specifically exempted by the Arizona Constitution.

Full cash value is statutorily defined to mean "that value determined as prescribed by statute" or if no statutory method is prescribed it is "synonymous with market value." "Market value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a sales data approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

County assessors, upon meeting certain conditions, may value residential, agricultural and vacant land at the same full cash valuation for up to three years. The Assessor of the County currently values existing properties on a two year cycle.

Residential property owners sixty-five years of age and older may obtain a property valuation freeze (the "Property Valuation Protection Option") if the owner's total income from all sources does not exceed 400% (500% for two or more owners of the same property) of the "Social Security Income Benefit Rate." The Property Valuation Protection Option must be renewed every three years. If the property is sold to a person who does not qualify, the valuation reverts to its current full cash value. Any freeze on increases in full cash value will, as a result, freeze the secondary assessed value of the affected property.

Additionally, all property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the limited or full cash values of the property to obtain the assessed valuations. The assessment ratios are set by the State Legislature and can be increased or decreased in the future.

The assessment ratios utilized over the immediately preceding five-year period are set forth below:

TABLE B-10

Property Tax Assessment Ratios

Property Classification *(a)*	2002	2003	2004	2005	2006
Mining, Utility, Commercial and Industrial *(b)*	25%	25%	25%	25%	24.5%
Agriculture and Vacant Land *(b)*	16	16	16	16	16
Owner Occupied Residential	10	10	10	10	10
Leased or Rented Residential	10	10	10	10	10
Railroad, Private Car Company and Airline Flight Property *(c)*	20	20	21	21	22

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) For fiscal year 2006/07, full cash values up to $59,099 on commercial, industrial and agricultural personal property are exempt from taxation. This exemption is indexed annually for inflation. Any portion of the full cash value in excess of that amount will be assessed at 24.5% or 16% as applicable. Effective December 31, 2005, the assessment rate on mining, utility, commercial and industrial property was reduced to 24.5%. Additionally, this rate will be reduced by one half of one percent annually through 2014, resulting in an assessment rate of 20% from and after December 31, 2014.

(c) This percentage is determined annually to be equal to the ratio of (i) the total assessed valuation of all mining, utility, commercial, industrial and military reuse zone properties, agricultural personal property and certain leasehold personal property to (ii) the total full cash (market) value of such properties.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Primary Taxes

Taxes levied against the assessed limited property value (after application of the assessment ratio) are referred to as primary taxes, which are used for the maintenance and operation of counties, cities/towns, school districts, community college districts and the State. The State does not currently levy ad valorem taxes. With the exception of personal property (other than mobile homes) and utility, mining and producing oil, gas, and geothermal property with limited values equal to full cash value, limited property value cannot exceed the full cash value and is derived statutorily using one of the following two procedures:

(1) The limited property value for parcels in existence in the prior year that did not undergo modification through construction, destruction, split or change in use are established at the previous year's limited property value increased by the greater of either 10% of prior year's limited property value or 25% of the difference between prior year's limited property value and the current year's full cash value.

(2) The limited property value for parcels that were omitted from the tax roll in the prior year, that underwent modification through construction, destruction or demolition that split, subdivided or consolidated, and for new parcels, is established by applying a ratio of the full cash to limited property values of existing properties of the same use or legal classification.

The primary taxes levied by a county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the prior year's levy limit plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). For tax year 2006 there is an additional restriction imposed by the Legislature. This limits the 2006 primary property tax

levy to 102 percent of the 2005 actual primary property tax levy (plus new construction), instead of being limited to 102 percent of the 2005 constitutional maximum levy. The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on owner-occupied residential property only are constitutionally limited to 1% of the full cash value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes

Taxes levied against the assessed full cash value (after application of the assessment ratio) are referred to as secondary taxes, which are used for debt retirement (i.e., debt service on the Bonds), voter-approved budget overrides and the maintenance and operation of special service districts such as sanitary, fire and road improvement districts. There is no limitation on the annual increases in full cash value of any property, and annual levies for voter-approved bond indebtedness and special district assessments are unlimited.

Tax Procedures

On or before the third Monday in August in each year the Board of Supervisors of the County approves the tax roll setting forth the valuation by taxing district of all property in the County subject to taxation. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County.

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the assessment roll from the value used on the third Monday in August due to appeals or other reasons could reduce the amount of taxes received by each jurisdiction.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, in September of the calendar year and are due and payable in two installments: on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (However, delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

It should be noted that in the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly noninterest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect ad valorem taxes accruing during the pendency of bankruptcy on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is automatically stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor may be subject to the automatic stay. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax

liens under such circumstances, and, therefore, the timeliness of post-bankruptcy-petition tax collections becomes uncertain.
It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. Neither the City, the Purchaser, nor their respective agents or consultants have undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, the amount of any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

TABLE B-11

Real and Secured Property Taxes Levied and Collected *(a)*
City of Avondale, Arizona

Fiscal Year	City Tax Rate	City Tax Levy	Collected to 6-30 of Initial Fiscal Year		Cumulative Collections to August 29, 2006	
			Amount	% of Levy	Amount	% of Levy
2006/07	$1.1692	$4,389,587	*(b)*	*(b)*	*(b)*	*(b)*
2005/06	1.1692	3,668,855	$3,521,489	95.98%	$3,565,427	97.18%
2004/05	1.1692	2,977,361	2,872,201	96.47	2,944,722	98.90
2003/04	1.1646	2,406,999	2,307,476	95.87	2,373,363	98.60
2002/03	1.2736	1,996,422	1,909,278	95.63	1,981,041	99.23
2001/02	1.2831	1,587,481	1,488,619	93.77	1,556,557	98.05

(a) Taxes are certified and collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are deposited by the County in its General Fund and, accordingly, are not included in the collection figures above. Interest and penalties, with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

(b) 2006 taxes in course of collection:
First installment due 10-1-06; delinquent 11-1-06;
Second installment due 3-1-07; delinquent 5-1-07.

Source: Finance Department of the County.

ASSESSED VALUATIONS AND TAX RATES

Arizona property taxes are divided into two systems, primary and secondary. Secondary property taxes are those taxes imposed for payment of bonded indebtedness, for exceeding a budget, expenditure or tax limitation pursuant to voter approval and for operating and maintaining certain special districts. Primary property taxes are all ad valorem taxes other than secondary property taxes.

Under the primary system, the full cash value of locally-assessed real property (consisting of residential, commercial, industrial, agricultural and unimproved property) cannot increase by more than 10% per year, except under certain circumstances. This limitation does not apply to mines, utilities and railroads which are assessed by the State. Annual tax levies under the primary system are based on the nature of the property taxed and the taxing authority. Primary taxes levied on residential property only are limited to 1% of the full cash value of such property. In addition, primary tax levies on all types of property by counties, cities, towns and community college districts are limited to a maximum increase of 2% over the prior year's levy plus any amount directly attributable to new construction and annexation. The 2% limitation does not apply to primary taxes levied for local school districts.

Secondary assessed valuation represents the value used in determining property tax levies for the payment of principal and interest on bonds, including the Bonds, and the calculation of maximum bonded indebtedness allowed under the State's Constitutional debt limit. Under the secondary system, there is no limitation on annual increases in full cash value of any property. In addition, annual tax levies for voter-approved bonded indebtedness and special district taxes are unlimited.

TABLE B-12

Direct and Overlapping Assessed Valuations and Total Tax Rates Per $100 Assessed Valuation

Overlapping Jurisdiction	2006/07 Secondary Assessed Valuation	2006/07 Primary Assessed Valuation	2006/07 Total Tax Rate Per $100 Assessed Valuation
State of Arizona	$ 54,436,547,031	$ 50,663,763,292	None
Maricopa County	36,294,693,601	33,807,465,267	$1.1794
Maricopa County Community College District	36,294,693,601	33,807,465,267	1.0646
Maricopa County Fire District *(a)*	36,321,338,787	N/A	0.0068
Maricopa County Library District *(a)*	36,294,693,601	N/A	0.0507
Maricopa County Flood Control District *(a)*	32,778,027,362	N/A	0.2047
Maricopa County Special Health Care District *(a)*	36,294,693,601	N/A	0.1184
Central Arizona Water Conservation District *(a)*	36,321,338,787	N/A	0.1200
McMicken Irrigation District *(a)*	18,254	N/A	0.8881 / Acre
Roosevelt Irrigation District *(a)*	36,324	N/A	15.0000 / Acre
St. Johns Irrigation District *(a)*	1,922	N/A	42.0000 / Acre
Verrado Community Facilities District No. 1 *(a)*	42,195,614	N/A	3.3000
Western Maricopa Education Center	12,801,623,379	N/A	0.0500
Tolleson Elementary School District No. 17	150,922,738	136,101,370	4.8760
Avondale Elementary School District No. 44	288,744,577	263,700,810	4.2689
Littleton Elementary School District No. 65	207,181,600	190,403,196	3.0984
Litchfield Elementary School District No. 79	556,867,080	504,375,889	3.2683
Pendergast Elementary School District No. 92	304,634,623	285,935,947	5.7586
Tolleson Union High School District No. 214	921,276,440	849,413,200	4.2602
Agua Fria Union High School District No. 216	845,611,657	768,076,699	3.5875
City of Avondale	386,790,640	356,419,427	1.1692

(a) Includes the "State Equalization Assistance Property Tax." Its rate has been set at $0.00 for fiscal years 2006/07 through and including 2008/09. The State Equalization Assistance Property Tax in fiscal year 2009/10 will be computed by annually adjusting the fiscal year 2005/06 rate of $0.4358 through fiscal year 2009/10 pursuant to Arizona Revised Statutes, Section 41-1276.

(b) The assessed valuation of the flood control district does not include the personal property assessed valuation of the County. All levies for library districts, fire districts, hospital districts, water conservation districts, irrigation districts, community facilities districts and flood control districts are levied on the secondary assessed valuation, as shown here.

Source: County Department of Finance and *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

TABLE B-13

Combined Total Tax Rates Per $100 of Assessed Valuation

Overlapping Jurisdiction	2006/07 Total Tax Rate Per $100 Assessed Valuation
Inside the Cityand inside:	
Avondale Elementary School District No. 44, Agua Fria Union High School District No. 216 and Western Maricopa Education Center	$11.8202
Littleton Elementary School District No. 65 and Tolleson Union High School District No. 214	$11.2724
Litchfield Elementary School District No. 79, Agua Fria Union High School District No. 216 and Western Maricopa Education Center	$10.8196
Pendergast Elementary School District No. 92, Tolleson Union High School District No. 214 and Western Maricopa Education Center	$13.9826
Tolleson Elementary School District No. 17 and Tolleson Union High School District No. 214	$13.0500

Source: Finance Department of the County.

TABLE B-14

Secondary Assessed Valuation by Property Classification
City of Avondale, Arizona

Class	2006/07 Secondary Assessed Valuation	2005/06 Secondary Assessed Valuation	2004/05 Secondary Assessed Valuation	2003/04 Secondary Assessed Valuation	2002/03 Secondary Assessed Valuation
Commercial, Industrial, Utilities & Mines	$112,571,195	$ 84,028,152	$ 63,047,047	$ 43,687,109	$ 29,072,912
Agricultural and Vacant	38,654,272	31,816,713	34,878,124	18,953,565	19,397,405
Residential (owner occupied)	199,784,255	181,778,769	150,765,648	134,940,573	97,719,561
Residential (rental)	35,453,959	24,736,679	16,239,587	14,605,025	9,955,944
Railroad	326,959	315,471	297,703	65,788	52,954
Totals*	$386,790,640	$322,675,785	$265,228,109	$212,252,060	$156,198,776

* *Totals may not add due to rounding.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, *Property Tax Rates and Assessed Values*, Arizona Tax Research Foundation and Finance Department of the County.

TABLE B-15

Assessed Valuation of Major Taxpayers
City of Avondale, Arizona

Major Taxpayer *(a)*	Description	2006/07 Secondary Assessed Valuation	As % of 2006/07 Secondary Assessed Valuation
Inland Western Avondale McDowell LLC	Shopping Center	$ 7,367,659	1.90%
Phoenix Speedway Corporation	Race Tracks	5,397,879	1.40
Smiths Food & Drug Centers Inc.	Shopping Center	4,621,887	1.19
Moreland Properties LLC	Auto/Truck Dealership	3,482,690	0.90
Harkins Phoenix Cinemas LLC	Movie Theaters	3,232,534	0.84
Mechanic (AZ) Ars 15-41 Inc.	Vocational School	3,231,450	0.84
Fulton Homes Corporation	Vacant Residential Subdivision	3,204,650	0.83
No Bull LLC	Auto/Truck Dealership	3,191,921	0.83
Costco Wholesale Corporation	Wholesale Warehouse	2,961,465	0.77
Arizona Public Service Company	Gas & Electric Utility	2,686,494	0.69
		$ 39,378,629	10.19%

(a) Some of such taxpayers or their parent companies are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's regional offices at Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of the Filings can be obtained from the public reference section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, the Filings may also be inspected at the offices of the NYSE at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. None of the District, Bond Counsel, nor the Financial Advisor has examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: Finance Department of the County.

SPECIAL NOTE: The assessed valuation of the taxable property located within the City which is owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed valuation of the City herein or in any other information set forth in this Official Statement. Such property is subject to the levy of governmental property taxes in the same manner as publicly-owned utility companies. However, because of SRP's quasi-municipal nature, such property tax levies and subsequent property tax payments are characterized as "voluntary" property tax "contributions in lieu" of ordinary property taxes pursuant to special legislation enacted specifically for the purpose of taxing such property. The estimated fiscal year 2006/07 secondary assessed valuation of SRP taxable property located within the City is $3,695,863. The fiscal year 2005/06 secondary assessed valuation of SRP taxable property located within the City was $5,800,404. The secondary "contribution" by SRP to the City in lieu of property taxes in fiscal year 2005/06 was $41,983.

TABLE B-16

Comparison of Secondary Assessed Valuation to Estimated Net Full Cash Valuation
City of Avondale, Arizona

Fiscal Year	Secondary Assessed Valuation	Estimated Net Full Cash Valuation *(a)*
2006/07	$386,790,640	$2,970,954,404
2005/06	322,675,785	2,500,804,244
2004/05	265,228,109	2,051,738,576
2003/04	212,252,060	1,721,244,083
2002/03	156,198,776	1,259,943,301

(a) The estimated net full cash value is the total market value of property within the City less the estimated exempt property within the City.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, *Property Tax Rates and Assessed Values*, Arizona Tax Research Foundation and Finance Department of the County.

TABLE B-17

General Fund
City of Avondale, Arizona

	Budgeted	Estimated	Audited				
	2006/07	2005/06	2004/05	2003/04	2002/03	2001/02	2000/01
FUND BALANCE AT BEGINNING OF YEAR	$ 25,726,405	$ 19,994,125	$ 13,034,152	$ 9,773,326	$ 14,022,993	$ 9,296,826	$ 7,407,374
REVENUES							
Taxes	$ 29,874,480	$ 27,981,577	$ 26,155,411	$ 18,234,160	$ 14,038,851	$ 12,713,595	$ 8,289,028
Licenses and Permits	3,847,870	4,835,046	5,086,681	4,222,868	4,049,503	4,194,488	3,276,107
Intergovernmental	16,481,240	9,197,218	8,374,559	7,746,462	8,329,552	7,697,992	5,904,574
Charges for Services	1,017,540	1,494,127	882,541	3,990,339	2,948,226	2,624,388	2,533,379
Fines, Forfeitures and Penalties	804,380	865,492	660,602	334,376	262,032	297,233	296,037
Interest	356,730	650,000	356,730	106,605	147,177	273,241	468,848
Contributions	76,000	25,210	231,075	203,482	21,303	-	-
Miscellaneous Revenues	197,500	227,976	150,173	63,625	526,392	186,978	197,751
TOTAL REVENUES	$ 52,655,740	$ 45,276,646	$ 41,897,772	$ 34,901,917	$ 30,323,036	$ 27,987,915	$ 20,965,724
ADJUSTMENTS							
Transfers In	$ -	$ -	$ -	$ 56,766	$ 128,733	$ 90,382	$ -
Transfers Out	(7,204,620)	(4,957,751)	(6,299,708)	(5,004,980)	(9,052,743)	(3,507,248)	(2,945,392)
Proceeds from Capital Leases	-	-	-	-	-	988,594	-
Proceeds from Sale of Fixed Assets	-	-	-	-	-	600,189	-
Refunding Bonds Issued	-	-	-	-	3,060,000	-	-
Premium on Bonds	-	-	-	-	28,699	-	-
Payment to Escrow Agent	-	-	-	-	(3,000,000)	-	-
Proceeds from Sale of Capital Assets	-	15,721	436,574	31,304	16,114	-	-
TOTAL FUNDS AVAILABLE FOR EXPENDITURES	$ 71,177,525	$ 60,328,741	$ 49,068,790	$ 39,758,333	$ 35,526,832	$ 35,456,658	$ 25,427,706
EXPENDITURES							
Current							
General Government	$ 23,116,000	$ 16,774,079	$ 15,347,982	$ 11,161,735	$ 9,909,445	$ 8,166,564	$ 3,920,056
Public Safety	16,984,520	13,526,728	9,844,827	9,474,717	8,976,915	7,469,872	6,641,585
Sanitation	-	-	-	2,406,162	2,432,408	1,699,393	1,540,569
Health and Welfare	-	-	314,981	307,255	370,123	324,072	-
Economic and Community Development	1,333,890	482,150	2,072,346	2,177,974	1,948,154	1,663,977	1,480,930
Culture and Recreation	5,030,100	3,819,379	958,512	750,796	755,714	631,847	1,140,231
Public Services	1,276,480	-	-	-	-		662,594
Administration	-	-	-	-	-		369,025
Debt Service							
Principal Retirement	-	-	286,074	155,293	172,913	276,185	271,879
Interest on Long-Term Debt	-	-	92,444	123,027	27,216	52,621	68,703
Capital Outlay	-	-	157,499	167,222	1,160,618	1,149,134	35,308
TOTAL EXPENDITURES	$ 47,740,990	$ 34,602,336	$ 29,074,665	$ 26,724,181	$ 25,753,506	$ 21,433,665	$ 16,130,880
FUND BALANCE AT END OF YEAR	**$ 23,436,535**	**$ 25,726,405**	**$ 19,994,125**	**$ 13,034,152**	**$ 9,773,326**	**$ 14,022,993**	**$ 9,296,826**

APPENDIX C

CITY OF AVONDALE, ARIZONA

AUDITED ANNUAL FINANCIAL STATEMENTS
FOR THE YEAR ENDING JUNE 30, 2005

The following Audited Annual General Purpose Financial Statements are for the fiscal year ended June 30, 2005. These are the most recent audited general purpose financial statements available to the City. **These financial statements are not current and may not represent the current financial condition of the City.**

The City has neither requested nor obtained the consent of Henry & Horne, LLP to include their report and Henry & Horne, LLP has performed no procedures subsequent to rendering their opinion on the financial statements.

APPENDIX D

FORM OF APPROVING LEGAL OPINION

DRAFT

[LETTERHEAD OF GREENBERG TRAURIG]

_____, 2006

Mayor and Council of the
City of Avondale, Arizona
11465 West Civic Center Drive
Avondale, Arizona 85323

Re: City of Avondale, Arizona General Obligation Bonds (Projects of 1998), Series B (2006)

We have examined certified copies of the proceedings of the Mayor and Council of the City of Avondale, Arizona (the "City") and other proofs submitted to us relative to the issuance and sale of

$2,500,000
City of Avondale, Arizona
General Obligation Bonds (Projects of 1998),
Series B (2006)

Dated The Date Hereof
(the "Bonds")

Bearing interest (payable January 1, 2007, and semiannually thereafter on July 1 and January 1) at the rate per annum, and maturing on July 1 of each year, in the years and amounts, as follows:

Year	Principal Amount	Interest Rate
2007	$ 320,000	%
2008	515,000	
2009	150,000	
2010	160,000	
2011	165,000	
2012	175,000	
2013	185,000	
2014	195,000	

Year	Principal Amount	Interest Rate
2015	$ 200,000	%
2016	210,000	
2017	225,000	

Principal on the Bonds being payable at the designated corporate trust office of Zions First National Bank, the Bond Registrar and Paying Agent, and semiannual interest being payable by check mailed to the registered owners thereof, as shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding that interest payment date.

The Bonds are not subject to redemption prior to maturity.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to the Constitution and laws of the State of Arizona now in force and particularly the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended, and that the Bonds are valid and legally binding obligations of the City all of the taxable property within which is subject to the levy of a tax, without limitation as to rate or amount, to pay the principal of and interest on the Bonds.

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Mayor and Council of the City have resolved in Resolution No. ____-06 adopted by the Mayor and Council of the City on November 6, 2006, to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. (Subject to the same limitations in the last paragraph hereof with respect to such covenants, the City has full legal power and authority to comply with such covenants.) Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated in the last sentence of this paragraph, interest on the Bonds is excludible from the gross income of the owners thereof for federal income tax purposes, and, if

the foregoing is the case, the interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds. In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal tax purposes.

The rights of the holders of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights. The enforcement of such rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

Respectfully submitted,

APPENDIX E

FORM OF

CONTINUING DISCLOSURE UNDERTAKING

DRAFT

ITEM 14

CONTINUING DISCLOSURE UNDERTAKING

$2,500,000
CITY OF AVONDALE, ARIZONA
GENERAL OBLIGATION BONDS (PROJECTS OF 1998),
SERIES B (2006)

[BASE CUSIP ID NO. 054314]

This Undertaking is executed and delivered by the City of Avondale, Arizona (hereinafter referred to as the "Issuer") in connection with the issuance of the captioned municipal securities (hereinafter referred to as the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding Securities through nominees, depositories or other intermediaries) or is treated as the owner of any of the Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Central Post Office" shall mean an entity then recognized by the Securities and Exchange Commission as eligible to receive filings and submit such filings to the Repositories for purposes of the Rule. As of the date of this Disclosure Undertaking, the Central Post Office is:

DisclosureUSA
P.O. Box 684667
Austin, Texas 78768-4667
Fax: (512) 476-6403
http://www.disclosureUSA.org

"Listed Events" shall mean any of the events listed in Section 3(a).

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule at the time any information is provided as required by this Undertaking. (The Issuer shall contact the Securities and Exchange Commission to determine the National Repositories existing at such time. An updated listing of the National Repositories can be found at

http://www.sec.gov/info/municipal/ nrmsir.htm.) Currently, the following are National Repositories:

Bloomberg Municipal Repository
100 Business Park Drive
Skillman, NJ 08558
E-Mail address: munis@bloomberg.com
(609) 279-3225
FAX (609) 279-5962

DPC Data Inc.
One Executive Drive
Fort Lee, NJ 07024
E-mail address: nrmsir@dpcdata.com
(201) 346-0701
FAX (201) 947-0107

Standard & Poor's Securities Evaluations Inc.
55 Water Street, 45th Floor
New York, NY 10041
E-mail address: nrmsir_repository@sandp.com
(212) 438-4595
FAX (212) 438-3975

FT Interactive Data
Attn: NRMSIR
100 William Street
New York, NY 10038
E-mail address: nrmsir@interactivedata.com
(212) 771-6999
FAX (212) 771-7390

The names and addresses of the then-current National Repositories should be verified each time information is delivered pursuant to this Undertaking.

"Notice of Material Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Repository" shall mean each National Repository and each State Repository.

"Resolution" shall mean the resolution authorizing the issuance of the Securities.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" shall mean any public or private repository or entity designated by the State of Arizona and recognized by the Securities and Exchange Commission as such as a state repository for purposes of the Rule at the time any information is provided as required by this Undertaking. **(The Issuer shall contact the Secu-**

rities and Exchange Commission to determine the State Repositories existing at such time.) Currently, no State Repositories exist for the State of Arizona.

"Tax-exempt" shall mean that interest on the Securities is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARING AND MAILING THEREFOR, THE ISSUER SHALL, NOT LATER THAN JANUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2007, PROVIDE TO EACH REPOSITORY AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE TO EACH REPOSITORY AND TO THE MUNICIPAL SECURITIES RULEMAKING BOARD ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) The type of information contained in Tables Nos. B-1, B-2, B-8, B-12 and B-16 to the final Official Statement, dated November 6, 2006, of the Issuer relating to the above captioned Securities.

(B) The audited financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles, as modified by State law, as described in Note 1, Notes to the Financial Statements For the Fiscal Year Ended June 30, 2005, of the Issuer attached as Appendix C to the final Official Statement, dated November 6, 2006, of the Issuer relating to the above-captioned Securities. *IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF MATERIAL EVENT.*

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including official statements of debt issues of the Issuer or related public entities which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided to each Repository.***

Section 3. Reporting of Significant Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers or their failure to perform.

(vi) Adverse tax opinions or events affecting the tax-exempt status of the Securities (including particularly, but not by way of limitation,

(A) Receipt of an opinion of nationally recognized bond counsel to the effect that interest on the Securities is not Tax-exempt or

(B) Any event adversely affecting the Tax-exempt status of the Securities, including but not limited to:

(I) Any non-random audit, investigation or other challenge of the Tax-exempt status of the Securities by the Internal Revenue Service or in any administrative or judicial proceeding or

(II) The issuance of any regulation, decision or other official pronouncement by the Internal Revenue Service or other official tax authority or by any court adversely affecting the tax-exempt status of the Securities or securities of the same type as the Securities or financing structures of the same type as financed by the Securities).

(vii) Modifications to rights of holders (i.e., owners).

(viii) Bond calls (which are other than mandatory or scheduled redemptions, not otherwise contingent upon the occurrence of an event).

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the Securities (including property leased, mortgaged or pledged as such security).

(xi) Rating changes.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for owners of the Securities as interpreted pursuant to the Securities Exchange Act of 1934, as amended; provided, however, that any event under Subsection (a)(viii), (ix) or (xi) of this Section shall always be deemed to be material.

(c) ***IF KNOWLEDGE OF THE OCCURRENCE OF A LISTED EVENT WOULD BE MATERIAL, BUT SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARING AND MAILING THEREFOR, THE ISSUER SHALL PROMPTLY FILE A NOTICE OF MATERIAL EVENT OF SUCH OCCURRENCE WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD AND EACH REPOSITORY.*** Notwithstanding the foregoing, a Notice of Material Event of the Listed Events described in Subsections (a)(viii) and (ix) need not be given under this Subsection any earlier than the notice (if any) of the underlying event given to owners of Securities affected pursuant to the Resolution.

Section 4. Alternate Means of Disclosure. Notwithstanding the provisions hereof requiring that the Issuer file the Annual Reports, the Notices of Material Events and certain other notices with each of the Repositories, for so long as there is a Central Post Office, the Issuer may instead comply with the provisions of this Undertaking by filing the Annual Reports and such notices with a Central Post Office.

Section 5. Termination of Reporting Obligation. (a) The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***NOTICE OF SUCH TERMINATION SHALL BE GIVEN TO EACH REPOSITORY AND TO THE MUNICIPAL SECURITIES RULEMAKING BOARD AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

(b) The obligations of the Issuer pursuant to this Undertaking shall also terminate with respect to any year upon the failure of the Issuer to appropriate amounts necessary for compliance herewith in that year. ***NOTICE OF SUCH FAILURE SHALL BE GIVEN IN EACH YEAR TO EACH REPOSITORY AND TO THE MUNICIPAL SECURITIES RULEMAKING BOARD TO THAT EFFECT NOT LATER THAN THE DATE OF THE OCCURRENCE OF SUCH FAILURE TO APPROPRIATE.*** Thereafter, if the Issuer appropriates for

such purposes for any subsequent year, such appropriation must include amounts sufficient to provide for compliance herewith for such years for which amounts were not appropriated.

(c) To the extent applicable by provision of law, this Undertaking is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein.

Section 6. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) the Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as the bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Resolution at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF MATERIAL EVENT.***

Section 7. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in

addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Material Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Material Event.

Section 8. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Resolution, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Undertaking has been executed in order to assist the participating underwriters in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the Issuer and the owners of the Securities as hereinabove described, and shall create no rights in any other person or entity.

Section 10. Recordkeeping. The Issuer shall maintain records of all Annual Reports and Notices of Material Events including the content thereof, the names of the entities with which filed and the date of filing thereof.

DATED:

CITY OF AVONDALE, ARIZONA

By.....
Mayor

ATTEST

.....
Clerk

APPROVED AS TO FORM:

.....
City Attorney

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

BOOK-ENTRY-ONLY SYSTEM

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC AND EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange, LLC and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to other such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating AAA. The DTC Rules applicable to its Direct Participants and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com

Purchase of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct Participant's and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices of the Bonds shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bond Registrar and Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct Participants and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Direct Participant or Indirect Participant and not of DTC (nor its nominee) or the Bond Registrar and Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, disbursement of payments to Indirect Participants will be the responsibility of Direct Participants and disbursement of payments to Beneficial Owners will be the responsibility of Direct Participants and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, physical Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, physical Bonds will be printed and delivered.

NEITHER THE CITY, THE BOND REGISTRAR AND PAYING AGENT, THE FINANCIAL ADVISOR NOR THE PURCHASER HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, OR PREMIUM, IF ANY, OR INTEREST ON, THE BONDS; (III) THE TRANSMITTAL BY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS; (IV) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER; OR (V) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS.

CITY COUNCIL REPORT

SUBJECT:
National League of Cities' Annual Business Meeting - Voting Delegates

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council will designate a primary voting member and alternate voting delegates to represent Avondale at the upcoming National League of Cities' Annual Business Meeting to be held at the Congress of Cities in Reno, Nevada December 9, 2006.

BACKGROUND:

The National League of Cities' Annual Business Meeting will be held on Saturday, December 9, 2006 at the Congress of Cities in Reno, Nevada. Under the Bylaws of the National League of Cities, the City of Avondale has one (1) vote at the Annual Business Meeting.

To be eligible to cast their respective city's vote, each voting delegate and alternate must be designated by the City using the appropriate credentials form. The voting delegate must pick up his/her voting credentials before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote. NLC bylaws expressly prohibit voting by proxy.

Mayor Rogers and Council Member Lynch have indicated that they will be attending the National League of Cities' Congress of Cities in Reno, Nevada.

RECOMENDATION:

City Staff recommends the Council designate Mayor Rogers as the primary voting delegate and Council Member Lynch as the alternate voting delegate to represent Avondale at the upcoming National League of Cities' Annual Business Meeting to be held at the Congress of Cities in Reno, Nevada on December 9, 2006.

ATTACHMENTS:

Click to download

- National League letter and Credentials Form

To strengthen and promote cities as centers of opportunity, leadership, and governance.

National League of Cities

1301 Pennsylvania Ave., N.W.
Washington, DC 20004-1763
202-626-3000
Fax: 202-626-3043
www.nlc.org

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Mayor
Washington, DC

Executive Director
Donald J. Borut

October 24, 2006

MEMORANDUM

TO: Direct Member Cities

FROM: Donald J. Borut, Executive Director

SUBJECT: Congress of Cities Voting Delegates

The National League of Cities Annual Business Meeting will be held on Saturday, December 9, 2006, at the conclusion of the Congress of Cities and Exposition in Reno, Nevada. As a direct member city, your city is entitled to vote at this meeting. Based on population, each member city casts between one and twenty votes. The number of votes for each population range can be found on the table on the reverse of this memorandum.

To be eligible to cast a city's vote(s), a voting delegate and alternate must be officially designated by the city using the attached credentials form. This form will be forwarded to NLC's Credentials Committee. NLC bylaws expressly prohibit voting by proxy.

At the Congress of Cities, the voting delegate must pick up the city's voting card at the credentials booth before the Annual Business Meeting and must be present at the Annual Business Meeting to cast the city's vote(s). Alternates should visit the credentials booth before the meeting to pick up their stickers which identify them as alternate voting delegates. The credentials booth will be open throughout the Congress of Cities.

City elected officials should be made aware of this request so that decisions can be made as to who will be the voting delegate and alternate(s). **Please return the completed form to NLC by fax at 202-626-3043 on or before November 15, 2006,** and keep the original for your own files. If you have any questions or concerns, contact Ken Rosenfeld, NLC policy manager, at rosenfeld@nlc.org or 202-626-3194.

Thank you.

Past Presidents: **Clarence E. Anthony,** Mayor, South Bay, Florida • **John DeStefano, Jr.,** Mayor, New Haven, Connecticut • **William H. Hudnut, III,** Mayor, Town of Chevy Chase, Maryland • **Sharpe James,** Mayor, Newark, New Jersey • **Brian J. O'Neill,** Councilman, Philadelphia, Pennsylvania • ***Directors:*** **R. Michael Amyx,** Executive Director, Virginia Municipal League • **Tommy Baker,** Alderman, Osceola, Arkansas • **Vicki Barnett,** Mayor, Farmington Hills, Michigan • **Thomas Bredeweg,** Executive Director, Iowa League of Cities • **Nora Campos,** Councilmember, San Jose, California • **Thomas Carlson,** Mayor, Springfield, Missouri • **James Condos,** Council Chair, South Burlington, Vermont • **Joseph Donaldson,** Mayor, Flagstaff, Arizona • **Ted Ellis,** Mayor, Bluffton, Indiana • **Makia Epie,** Council Member, Cedar Hill, Texas • **Margaret Finlay,** Mayor, Duarte, California • **Eddy Ford,** Mayor, Farragut, Tennessee • **Danny George,** Executive Director, Oklahoma Municipal League, Inc. • **Gary Graham,** Mayor, O'Fallon, Illinois • **Matthew Greller,** Executive Director, Indiana Association of Cities and Towns • **Jim Higdon,** Executive Director, Georgia Municipal Association • **Charles Hughes,** Council President, Gary, Indiana • **Steven Jeffrey,** Executive Director, Vermont League of Cities and Towns • **Martin Jones,** Council Member, Conyers, Georgia • **Ronald Loveridge,** Mayor, Riverside, California • **Cynthia Mangini,** Councilman-At-Large, Enfield, Connecticut • **Marcia Marcoux,** Councilmember, Rochester, Minnesota • **Michael McGlynn,** Mayor, Medford, Massachusetts • **James Mitchell, Jr.,** Council Member, Charlotte, North Carolina • **Darryl Moss,** Mayor, Creedmoor, North Carolina • **Ed Oakley,** Councilmember, Dallas, Texas • **James Perkins, Jr.,** Mayor, Selma, Alabama • **Richard Radcliffe,** Councilman, Greenacres, Florida • **Dottie Reeder,** Mayor, Seminole, Florida • **Julie Aberg Robison,** Council Member At-Large, Cary, North Carolina • **Ron Schmitt,** Council Member, Sparks, Nevada • **Shirley Scott,** Council Member, Tucson, Arizona • **Anne Sinclair,** Council Member, Columbia, South Carolina • **Walter Skowron,** Council Member, Loveland, Colorado • **Connie Sprynczynatyk,** Executive Director, North Dakota League of Cities • **Ken Strobeck,** Executive Director, League of Arizona Cities and Towns • **Charleta Tavares,** Council Member, Columbus, Ohio • **Lynne Whalen,** Council Woman, Casper, Wyoming • **Jacques Wigginton,** Council Member, Lexington, Kentucky • **Evelyn Woodson,** Councilor, Columbus, Georgia

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NATIONAL LEAGUE OF CITIES

2006 CONGRESS OF CITIES
RENO, NEVADA

Number of Votes – Annual Business Meeting

Direct Member Cities

Article IV, Section 2 of the National League of Cities bylaws specifies the number of votes that each NLC direct member city is entitled to cast at the Annual Business Meeting at the Congress of Cities. Member cities are required by the bylaws to cast unanimous votes.

CITY POPULATION (per 2000 Census)	NUMBER OF VOTES
Under 50,000	1 vote
50,000 – 99,999	2 votes
100,000 – 199,999	4 votes
200,000 – 299,999	6 votes
300,000 – 399,999	8 votes
400,000 – 499,999	10 votes
500,000 – 599,999	12 votes
600,000 – 699,999	14 votes
700,000 – 799,999	16 votes
800,000 – 899,999	18 votes
900,000 and above	20 votes

NATIONAL LEAGUE OF CITIES CREDENTIALS FORM

2006 CONGRESS OF CITIES · RENO, NEVADA

At the Annual Business Meeting on Saturday, December 9, 2006, each direct member city of NLC is entitled to cast from one to 20 votes based upon the city's population per the 2000 census, through its designated voting delegate. Please indicate below your city and state, voting delegate and alternate(s), and sign and date the form. The form should be faxed to NLC at 202-626-3043, by the November 15, 2006 deadline.

The official voting delegate and alternate(s) for the city/town of:

_____

(type or print the name of your city/town and state)

VOTING DELEGATE:

1. _____
NAME

_____
TITLE

FOR OFFICE USE ONLY
(DO NOT WRITE IN THIS SPACE)

Voting card issued to:

_____
(signature)

Votes: _____

1 _____ 2 _____ 3 _____

ALTERNATE VOTING DELEGATE(S):

2. _____ _____
NAME TITLE

3. _____ _____
NAME TITLE

PLEASE SIGN AND FAX THIS FORM TO NLC BY NOVEMBER 15, 2006.
FAX: 202-626-3043; ATTENTION: ERIKA HAMILTON, POLICY ASSISTANT

Signature (city representative): _____

Title: _____ Date: _____

DEVELOPMENT SERVICES

SUBJECT:
Request to Initiate a Text Amendment to Allow Consignment Stores in the C-2 (Community Commercial) Zoning District

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: David Fitzhugh, Interim Development Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

REQUEST: This is a request for the City Council to initiate a Zoning Ordinance text amendment to define "Consignment Stores" and allow them in the C-2 (Community Commercial) Zoning District.

APPLICANT: Mr. and Mrs. Alan Fine

BACKGROUND:

The applicants, Mr. and Mrs. Alan Fine, are under contract to lease a 2,500 square foot space within the Coldwater Station retail/office development with the intent of opening an upscale consignment store. The property is located at the southeastern corner of Indian School Road and Osborn Road and is zoned C-2 (Community Commercial). The C-2 district is intended to accommodate development of commercial complexes providing goods and services to a community-wide trade area. The retail sale of new merchandise within enclosed buildings is a permitted use in the C-2 zoning district; surplus and thrift stores, which deal primarily in used merchandise, are not currently permitted.

On October 5, 2006, Mrs. Fine requested a zoning interpretation letter to determine if her business would be permitted in the C-2 district (Exhibit A). In the zoning interpretation letter dated October 13, 2006, Mrs. Fine was informed that, as currently written, the Avondale Zoning Ordinance does not permit the sale of used merchandise as a primary use within the C-2 district (Exhibit B). As a result, Mrs. Fine is requesting that the City Council initiate a Zoning Ordinance text amendment to define "Consignment Stores" and allow them in the C-2 Zoning District (Exhibit C).

DISCUSSION:

If the City Council initiates this application, staff will work with the applicant to determine the appropriate scope and language for a proposed text amendment. If initiated, the proposed amendment will be subject to the normal public review process. This includes a public hearing and recommendation from the Planning Commission, and a public hearing and final action by the City Council. The merits of the amendment will be evaluated during this review process.

Initiating this application will not limit the Council's future options regarding the approval or denial of the text amendment. It will simply eliminate the required application fee. At this time, the City Council only needs to consider whether or not the public intent would be served by initiating the application.

RECOMMENDATION:

Staff recommends that the City Council **INITIATE** the proposed application.

PROPOSED MOTION:

I move that the City Council **INITIATE** a text amendment to define consignment stores and permit them in commercial districts.

ATTACHMENTS:

Click to download

- Exhibits A-C

PROJECT MANAGER:

Ken Galica, Zoning Specialist (623) 478-3341

EXHIBIT A

Mr Kenneth Galica
Zoning Specialist
Avondale Zoning Dept
11465 W Civic Center Dr
Suite 110
Avondale, Az 85323

October 5,2006

Dear Mr Galica,

We are under contract to buy space in the Coldwater Station Condominiums at 13331 Indian School Rd. We believe Mr Richard Meese , owner of that property spoke with you yesterday about zoning for our store. We intend to open a specialty shop selling new jewelry, new art work, new floral arrangements , new ladies clothing and accessories and upscale ladies consigned clothing and accessories..We will also sell new and consigned small home furnishings. Our store will be finished with state of the art ceiling lighting,new showcases, new fixtures and new clothing racks.Inventory control will be served by state of the art computer point of sale capture. .

We will need a zoning interpretation letter in order to proceed .A $100.00 check is enclosed to cover costs .

Sincerely

Ellyn Fine
15486 W Fairmount Ave
Goodyear, Az
85338

Telephone 623-935-2253
Cell phone 623-640-1143
Fax 623-935-2263
E-mail ellynf14@cox.net

EXHIBIT B

City of Avondale

Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6806
Phone: (623) 478-3330
Fax: (623) 478-3824
TDD: (623) 478-3494
Website: www.avondale.org

October 13, 2006

Ms. Ellyn Fine
15486 W. Fairmount Avenue
Goodyear, AZ 85338

RE: Zoning Interpretation for a Consignment Store at 13331 W. Indian School Road

Ms. Fine:

This letter is in response to your request for information regarding the permitted uses at 13331 W. Indian School Road. This address refers to property located in the C-2 (Community Commercial) zoning district. The commercial condominium complex at this address is called Coldwater Station.

Review of the Avondale Zoning Ordinance has determined the following:

- The retail sale of new merchandise within enclosed buildings is permitted in the C-2 zoning district.
- Surplus and thrift stores are not permitted in C-2 zoning and, likewise, would not be permitted in Coldwater Station.
- Uses incidental to a permitted use are allowed as an accessory use in the C-2 zoning district.

Staff acknowledges that there are substantial differences between thrift stores and consignment shops. These differences include the ways in which inventory is obtained (purchased versus donated) and the type and quality of merchandise sold. However, both of these business types deal mainly in used merchandise. For that reason, staff has made the interpretation that consignment shops are most closely related to thrift stores and are not permitted in the C-2 zoning district.

The Avondale Zoning Ordinance allows for the sale of consigned goods as an accessory use at a location which deals mainly in new merchandise. An accessory use is defined as a "subordinate" use of a building as determined by percentage of inventory. Should the majority of the goods stocked at your business be new items, the sale of used items would be permitted as an accessory.

Many uses that have recently become popular were unanticipated at the time the Avondale Zoning Ordinance was adopted in 1990. The purpose of a zoning ordinance text amendment is to address these kinds of new and developing land uses and to determine the appropriate zoning districts for each. A text amendment to define "Consignment Shops" and allow them in the C-2 zoning district could be pursued if you so desired.

I would be happy to discuss the contents of this letter or the text amendment process in further detail. I can be reached at 623-478-3341.

Sincerely,

Ken Galica

Ken Galica
Zoning Specialist

EXHIBIT C

From: Ellyn Fine
To: David Fitzhugh
CC: Betty Lynch; Charlie McClendon
Sent: Wednesday, October 18,2006
Subject: Consignment Store in Coldwater Station

Dear Mr Fitzhugh,

My name is Ellyn Fine. In 1998 my husband Alan and I moved to Pebblecreek.We both retired from a 35 year career with Fortunoff Fine Jewelry and Home Furnishings. The store was on 5th Ave in Manhattan, next door to Gucci and down the street from Tiffany and Cartier. We did 100s of millions of dollars a year in business. My husband and I were both Vice Presidents of Fortunoff. I mention that to assure you that we have considerable retail experience and are very familiar with what upscale means.

After we built our home I set about furnishing it. Eight years ago the West Valley did not have the stores I needed to accomplish what I wanted to accomplish and we were forced to drive to Scottsdale toward that end.I consider myself a smart shopper and I discovered that Scottsdale was an absolute treasure where upscale consignment ladies clothing and home furnishing stores were concerned.Much of our home was furnished with new and consigned merchandise from those stores. In addition, I could bring clothing that I would no longer wear in my new casual lifestyle to those stores and make money when they were sold.

That is how I became familiar with and enamored of the consignment business. Most of my friends and I like to shop the consignment stores.Those stores are immensely popular with woman who respect their hard earned money.Much of the merchandise in these stores are from the finest womans clothing designers in the world.Unlike thrift stores which are strictly donated merchandise stocked, with nothing going to the donor,consignment stores have strict rules on what they will or will not accept for consignment.For example,clothing can not be more than two seasons old and must be in perfect condition.Some stores will not accept anything that sold for less than $50 to $100 new.All items must come to the store on hangars and with a dry cleaning ticket still attached.Store owners have the right of refusal for many and any reasons.The consignor gets a % of the sale price.

My husband and I have purchased property at the new Cold Water Station development across the street from the Litchfield post office.Our purpose was to open an upscale consignment store so that West Valley woman would no longer have to travel to Scottsdale or Glendale or Mesa and other East Valley cities that welcome consignment stores.We've been overwhelmed at the excitement generated by word of mouth about our planned store.We are convinced that it's a win win situation for us , our would be consignors,for Avondale and for the west valley.Sales taxes generated should not be overlooked.

Consignment stores have not hurt the reputation of the cities in which they are located. Scottsdale is still considered a shopping mecca and their consignment stores are the prime destination for many woman in the Phoenix area.

For these reasons we hope that Avondale will recognize the difference between consignment and thrift stores . We feel that the zoning laws as they are are outdated . We hope that Avondale will initiate an amendment to the zoning code text that will make it possible for us to open an upscale consignment store.

We look forward to hearing from you and hope you agree with us that this makes good business sense for all concerned.

Thank you for your time,

Ellyn Fine
15486 W Fairmount Ave
Goodyear, Az
85338

Phone- 623-935-2253
Cell 623-640-1143
Fax- 623-935-2263
e-mail ellynf14@cox.net

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing - Conditional Use Permit for Tanning Salon (CU-06-15)

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: David Fitzhugh, Interim Planning and Building Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

REQUEST: Conditional Use Permit for a Tanning Salon in the C-2 (Community Commercial) Zoning District

PARCEL SIZE: 2,000 square foot tenant space

LOCATION: East of Dysart Road and south of Rancho Santa Fe Boulevard (Exhibits A and B)

APPLICANT: Mr. Damon Buford

OWNER: Platinum Management Company, LLC

BACKGROUND:

The subject property was annexed into the City of Avondale on January 16, 1978. It was zoned C-2 (Community Commercial) on December 30, 1996. The site plan for 'The Shops at Palmilla' was approved administratively on May 6, 2005. Currently, an LA Fitness, nail salon, postal office, and hair salon are within the plaza (Exhibit D).

SUMMARY OF REQUEST:

1. The applicant is requesting Conditional Use Permit approval for a tanning salon within the The Shops at Palmilla. The approximately 2,000 square foot tenant space will accommodate 10 tanning salon rooms, a reception area, and a storage room. (Exhibit F).

2. The tanning salon will operate from 9am to 9pm Monday thru Sunday. Most customers will have scheduled appointment times, although some walk-ins may be served. The applicant has indicated that the business will serve 50 to 150 people per day (Exhibit E).

PARTICIPATION:

The applicant conducted a neighborhood meeting at 6:00 pm on Wednesday, September 13, 2006 at the Avondale City Hall. The neighborhood meeting was advertised in the West Valley View on August 22, 2006. The property was posted on August 28, 2006. 16 property owners within 500 feet of the subject property were notified of the meeting. According to the materials provided by the applicant no residents attended the meeting.

A notice of the Commission hearing was published in the West Valley View on October 3, 2006. The property was posted on October 3, 2006. Notification letters were mailed out to 16 property owners on October 3, 2006. No comments have been received to date.

A notice of the City Council hearing was published in the West Valley View on October 17, 2006. Notification letters were mailed out to 16 property owners on October 17, 2006. No comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 19, 2006 and voted 7-0 to recommend **APPROVAL** of this request subject to the following stipulations:

1. The tanning salon shall conform to the narrative date stamped July 31, 2006, and the floor plan date stamped July 31, 2006.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

Subsequent to the Planning Commission meeting, the applicant addressed traffic issues and revised the project narrative clarifying the number of tanning salon rooms. Therefore, stipulation #1 needs to be amended to reflect the revised submittal date.

FINDINGS:

The City Council must determine that the proposed use meets five findings prior to granting a Conditional Use Permit. The burden of proof rests with the applicant. Each finding is presented below along with staff's analysis.

1. That the proposed use (i) is consistent with the land-use designation set forth in the General Plan, (ii) will further the City's general guidelines and objectives for development of the area, as set forth in the General Plan and (iii) will be consistent with the desired character for the surrounding area.

The subject property is designated as Freeway Commercial on the Land Use Map of the General Plan. This designation encourages regional retail, service and office uses. The current C-2 zoning is consistent with the General Plan. A tanning salon is permitted in the C-2 district subject to a Conditional Use Permit. The proposed use will not adversely change the character of the surrounding area.

2. That the use will be (i) compatible with other adjacent and nearby land uses and (ii) will not be detrimental to (1) persons residing or working in the area, (2) adjacent property, (3) the neighborhood or (4) the public welfare in general.

The approved Shops at Palmilla include in-line retail space and a L.A. Fitness center already open for business. The proposed tanning salon will be compatible with the other businesses in the area including operating nail and hair salons. The hours of operation are typical for this type of business.

The property to the north is currently vacant. The property to the east is the Agua Fria River. The property to the west is the Wal-Mart Shopping Center, zoned C-2. To the south, is Interstate 10. The proposed use is compatible with surrounding uses.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe onsite circulation, and meet all required development standards including, but not limited to setbacks, parking, screening and landscaping.

The proposed site is located in the in-line retail space that features adequate parking and circulation. The tanning salon will require no additional parking spaces. The tanning salon is aware that the LA Fitness has generated high volumes of traffic at peak times. The tanning salon's major market is LA Fitness customers and the applicant shall encourage pedestrian traffic to the tanning salon. Customers normally stay for a maximum of 20 minutes, thus customers are not parked for long periods of time. The site currently meets all required development standards.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

Primary access to the site is available from Dysart Road and Rancho Santa Fe Boulevard. No changes are proposed to the approved points of access for the Shops at Palmilla. These streets are designed to accommodate the traffic generated by the proposed use.

5. That adequate conditions have been incorporated into the approval to insure that any potential adverse effects will be mitigated.

Two routine stipulations are included in the recommendation.

RECOMMENDATION:

The City Council should conduct a public hearing and **APPROVE** the Conditional Use Permit subject to the two stipulations recommended by the Planning Commission with Stipulation #1 being revised as follows:

1. The tanning salon shall conform to the narrative date stamped October 23, 2006, and the floor plan date stamped July 31, 2006.

2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application CU-06-15, a request for a Conditional Use Permit for a tanning salon, subject to the two (2) stipulations recommended by the Planning Commission as revised by staff.

ATTACHMENTS:

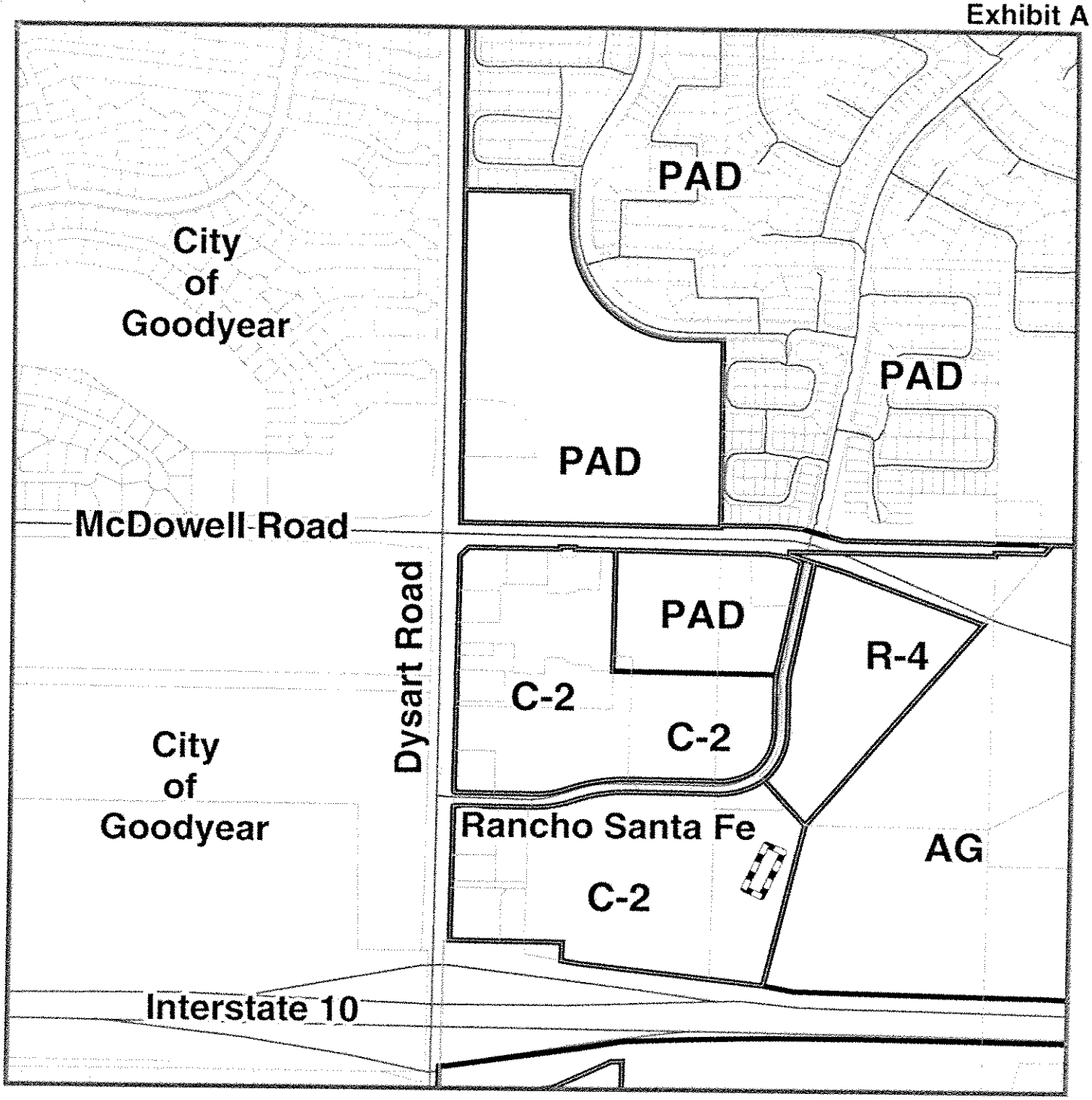
Click to download

- CU-06-15 Exhibits
- Excerpt of Planning Commission Minutes

PROJECT MANAGER:

Megan Neal, Planner I – (623) 478-3355

Exhibit A

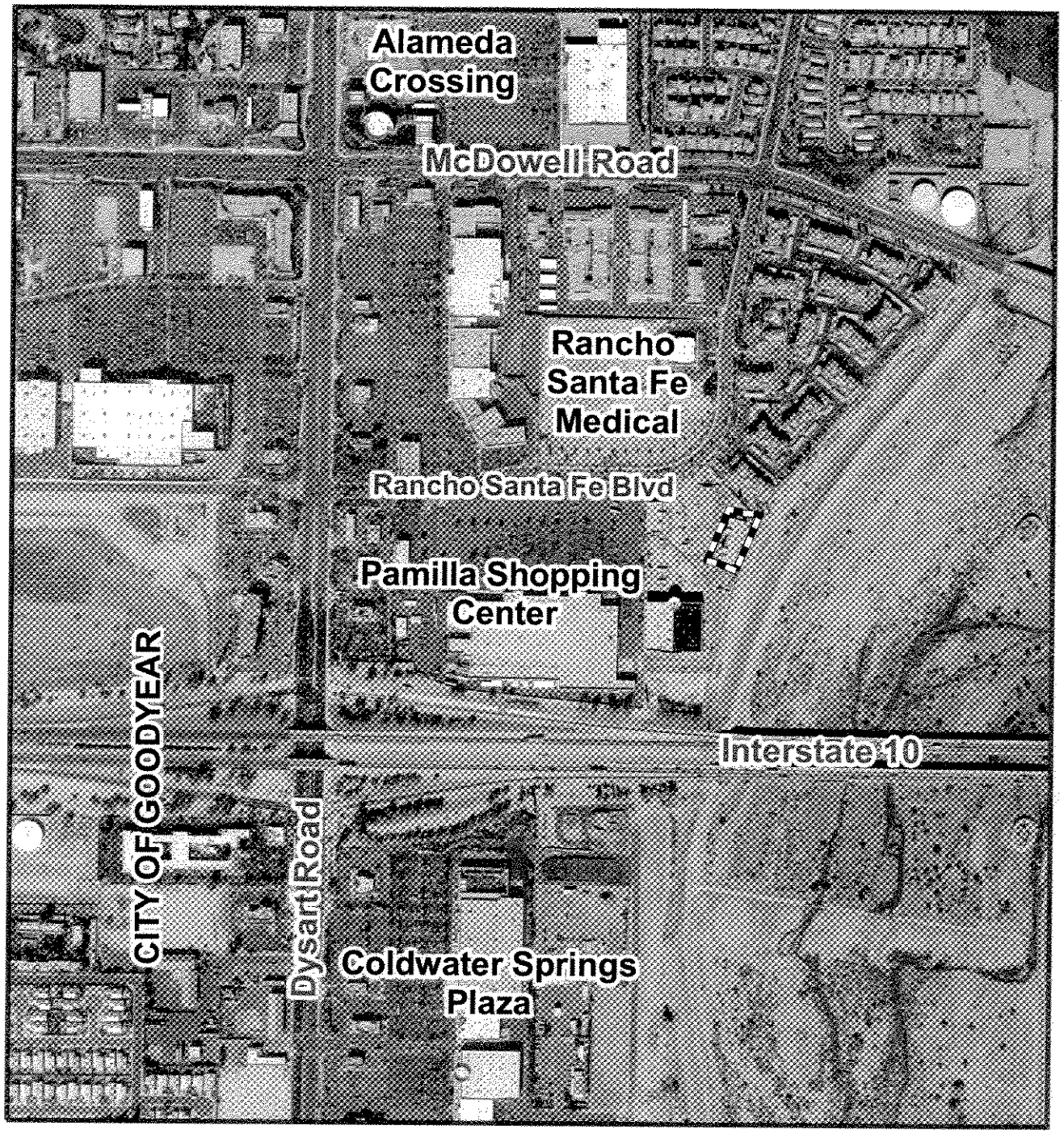


Zoning Vicinity Map
CU-06-15

Avondale

Subject Site

Exhibit B



Air Photo 2006
CU-06-15

Avondale

Subject Site

Exhibit C

SUMMARY OF RELATED FACTS

APPLICATION CU-06-15

THE PROPERTY	
PARCEL SIZE	2,000 square foot tenant space
LOCATION	'The Shops at Palmilla' East of Dysart Road, South of Rancho Santa Fe Boulevard
PHYSICAL CHARACTERISTICS	Developed within Shops 'B' of The Shops at Palmilla
EXISTING LAND USE	Commercial
EXISTING ZONING	C-2 (Community Commercial District)
ZONING HISTORY	Annexed in 1978 and zoned C-2 in 1996.
DEVELOPMENT AGREEMENT	None

SURROUNDING ZONING AND LAND USE	
NORTH	C-2 Community Commercial (vacant)
EAST	Agua Fria River
SOUTH	Interstate 10
WEST	C-2 Community Commercial

GENERAL PLAN
The subject property is designated as Freeway Commercial on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District No. 44 Agua Fria Union High School District
ELEMENTARY SCHOOLS	Lattie Coor (K-3)
JUNIOR HIGH SCHOOL	Avondale Middle School (4-8)
HIGH SCHOOL	Agua Fria High School

STREETS	
Rancho Santa Fe Boulevard	
Classification	Collector
Existing half street ROW	40 feet
Standard half street ROW	40 feet
Existing half street improvements	2.5 paved lanes, 32' to back of curb, gutter, 4' sidewalk, streetlights
Standard half street improvements	One traffic lane with half a center turn lane, bike lane, curb and gutter, attached sidewalk and landscaping.
Dysart Road	
Classification	Arterial Street
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	6 paved lane, 20' to back of curb, gutter, 5' sidewalk, streetlights
Standard half street improvements	One traffic lane, curb, gutter, sidewalk, landscaping and streetlights

UTILITIES
There is an existing 8" water line in Rancho Santa Fe Boulevard. There is an existing 8" sewer line in Rancho Santa Fe Boulevard.

EXHIBIT D

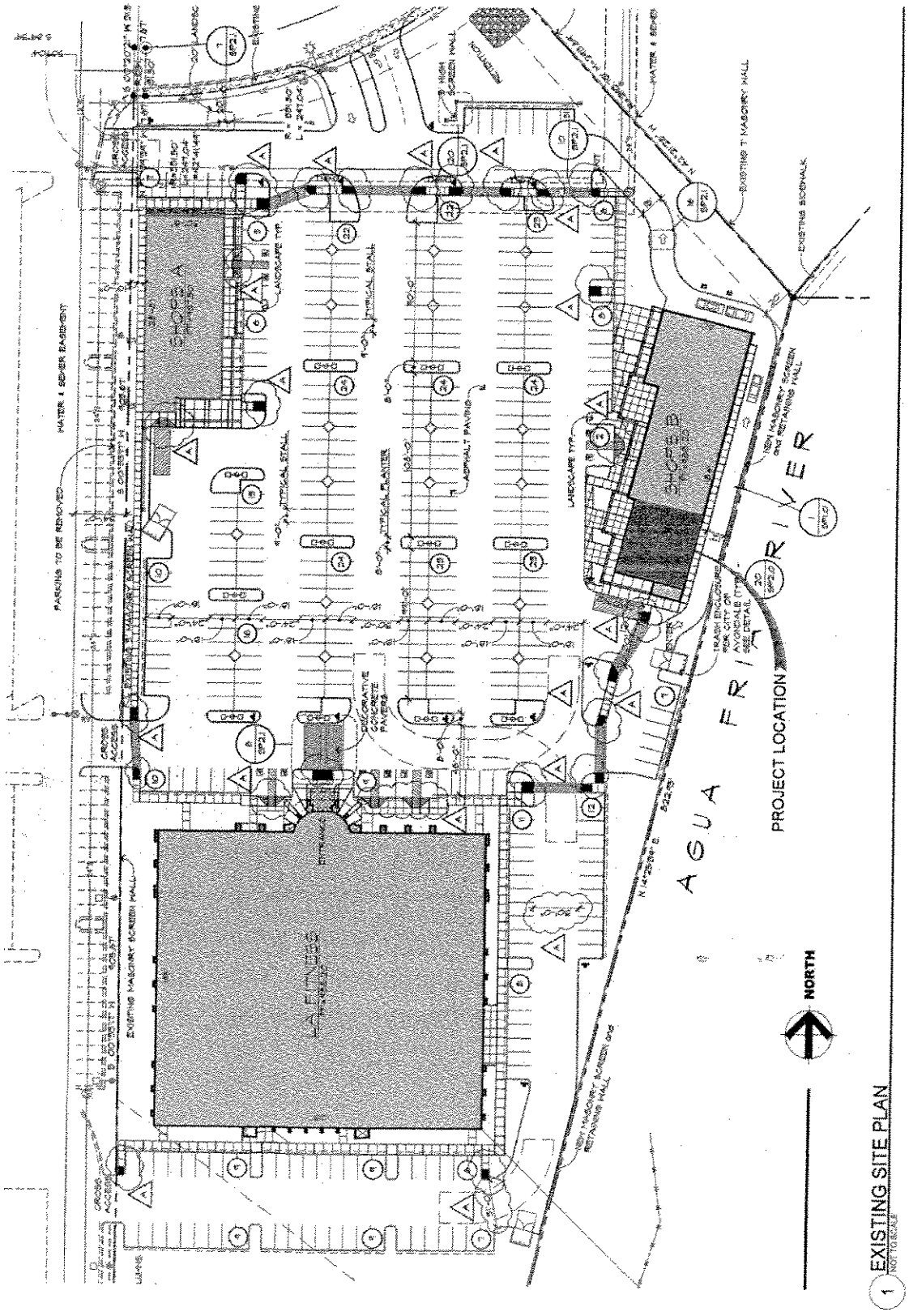

AGUA FRIA RIVER
PROJECT LOCATION
NORTH
SHOPS A
SHOPS B
FITNESS
EXISTING SITE PLAN
NOT TO SCALE

Exhibit E

CLUB del Sol
TANNING
5055 W Ray Road #2
Chandler, AZ
85226
(480) 225-5723
(480) 452-0659 fax

Info@clubdelsoltanning.com

CITY OF AVONDALE
PLANNING
OCT 23 2006
BUILDING
DEPARTMENT

Re: Special Use permit

To the Council, Commission, and staff-

Thank you in advance for reviewing this special use permit application for Club Del Sol Tanning salon. We are a growing chain of indoor tanning salons based here in the Phoenix metroplex and look forward to opening our first salon in your city. We currently have ten (10) salons open here in Arizona with another nine (9) set to open by the fourth quarter of 2007. We are an upscale tanning salon chain that offers both UV and UV-Free tanning. **We anticipate utilizing 2,000 square feet of in-line retail space which includes ten (10) tanning salon rooms at this location in Avondale**. We also like to be near a major workout facility as our client demographic is very similar, if not identical, to that of the major workout facilities here in the Phoenix metroplex. This particular location fits our own criteria as it is located next to the new L.A. Fitness in Avondale. Several of our current salons are located within the same proximity to an L.A. Fitness as this store in Avondale and the results of each have been overwhelming. The particular demographic of the health and beauty industry that frequents the other L.A. Fitness locations also utilizes our Club Del Sol Tanning salons located next to them. We hope that the same will be true for this location in Avondale.

Club Del Sol fits into the General Plan of the retail area as it adds a health and beauty service to the retail area at The Shops at Palmilla. Along with the other businesses in the area that are already open such as L.A. Fitness, a nail salon , and a hair salon, a Club Del Sol Tanning Salon will offer another retail service to the customer base of Avondale. As such, we feel that a Club Del Sol Tanning salon will be in compliance with the C-2 zoning ordinance and each of the other city codes and regulations that may apply.

Club Del Sol will simply be a tenant in the in-line retail area of The Shops at Palmilla. We have signed a lease with the landlord to utilize 2,000 square feet of space and hope to be an in-line retail store as part of the overall plan of retail shops. We will not be making any modifications to the site design, building elevations, or landscape design that is already in place and complete. The L.A. Fitness center is already open for business and the retail portion of the center is set to open. The ingress and egress to the property and proximity to driveways and street intersections in the vicinity of this in-line store has been addressed and any concerns have been alleviated prior to this application by the L.A. Fitness center that is already open for business. The same is true for each of the topics to be addressed in this application. The internal vehicular circulation, pedestrian and alternative vehicular considerations, volume and character of traffic, and off street

parking and loading have all been addressed and completed as shown on the enclosed building site, elevation, and landscape plans.

Club Del Sol Tanning salon's client base consists of eighty percent (80%) female clients and twenty percent (20%) male. Our clients are between the ages of 18-55 (age 16 with parental consent) and are ninety-five percent (95%) Caucasian, five percent (5%) other nationalities. We service between 50-150 people per day between the hours of 9am-9pm each day of the week. Our entire business remains indoors and we do not store any of our products or equipment outside of our indoor shop space. We erect a sign that is within the city and landlord sign criteria, and we do not generate any noise, smoke, odor, dust, vibration, or illumination by our proposed use as an indoor tanning salon.

Club Del Sol Tanning Salons also follow the rules and guidelines of the state regulatory agencies. Each of our salon operators are certified by the indoor tanning association. We do not allow anyone under the age of eighteen (18) to tan at our stores without written parental consent.

Again, thank you for reviewing this application and we look forward to opening our first store in your city.

Regards,

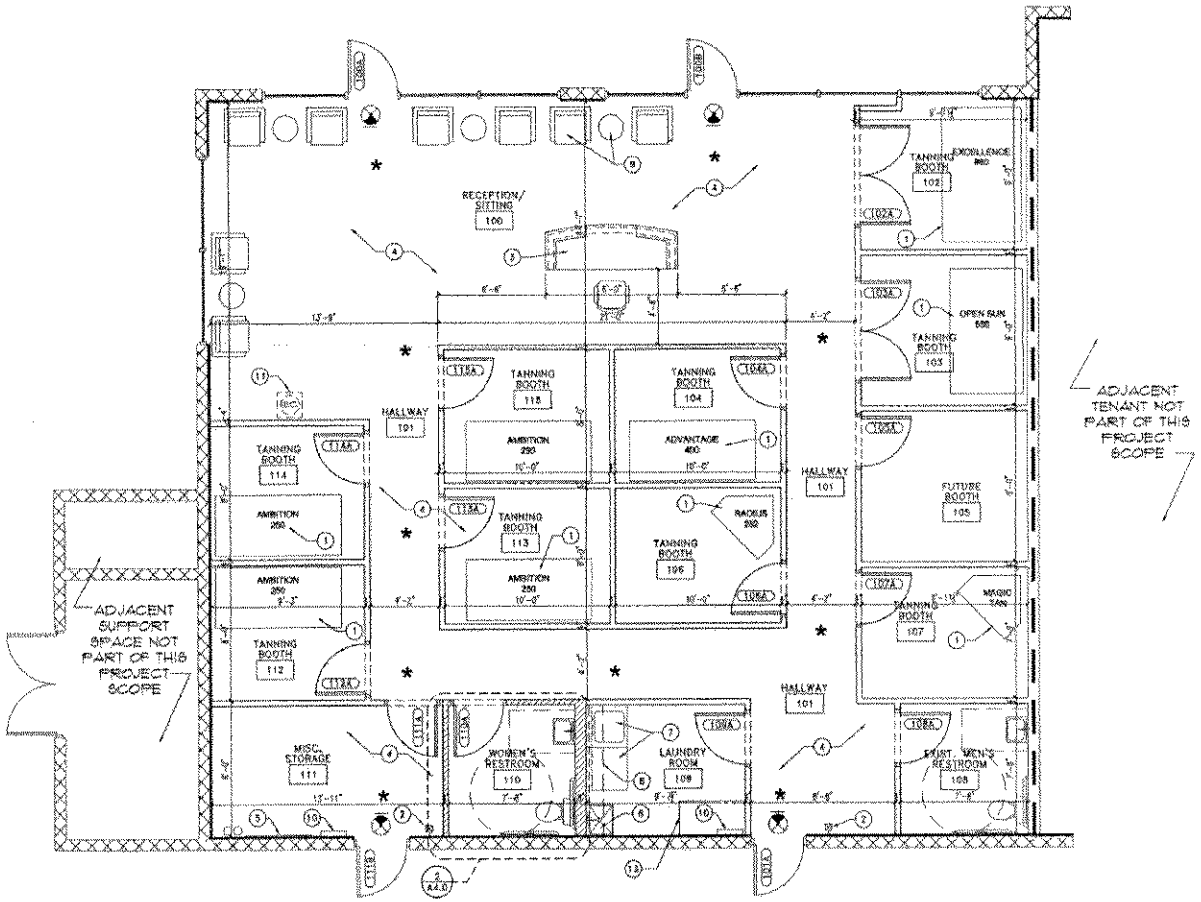
Damon Buford
(480) 225-5723

G.C. TO INSURE ALL RELEVANT ADA CODES ARE MET WHEN CONSTRUCTING THIS TENANT SPACE.

NOTE:

GENERAL CONTRACTOR IS TO FIELD VERIFY ACCURACY OF THIS INFORMATION AND NOTIFY OWNER OF ANY DISCREPANCIES THAT WILL AFFECT THIS LAYOUT.

G.C. TO COORDINATE ALL FINAL FINISHES WITH THE TENANT.



NOTE:
ALL SCREENED ELEMENTS INDICATE EXISTING CONSTRUCTION

ARCHITECTURAL FLOOR PLAN

SCALE: 1/4"=1'-0"

X-base-CD64.dwg

NORTH

CITY OF AVONDALE
PLANNING AND BUILDING SERVICES DEPARTMENT
JUL 31

EXHIBIT F

Exhibit G

Excerpt from October 19, 2006 Planning Commission meeting minutes

** Minutes are not ready at this time

Excerpt from October 19, 2006 Planning Commission minutes

2. APPLICATION NO. CU-06-15
APPLICANT: Mr. Damon Buford
5055 West Ray Road, Suite 2
Chandler, AZ 85226
REQUEST: This is a request for a Conditional Use Permit for a tanning salon in the C-2 zoning district within The Shops at Palmilla. The site is located east of Dysart Road and south of Rancho Santa Fe Boulevard. Staff Contact: Megan Neal (623) 478-3355.

Ms. Neal presented the staff report to the Planning Commission. Staff recommends the Planning Commission conduct a public hearing and recommend approval of the proposed Conditional Use Permit subject to the two stipulations noted in the staff report.

Commissioner Iwanski said the business will serve up to 150 people a day. If there is a significant increase to the amount of clientele how the traffic would be affected. Mr. Neal stated the applicant indicated the 150 count was on the high end. Although the applicant indicated during special events the numbers may increase. She added there is a parking space requirement of 340 and the applicant is providing 398.

Commissioner Alcorn stated he frequents a nearby shop and stated he is concerned with the amount of customers that may be attempting to park in the lot. Ms. Neal stated she would discuss this issue with the applicant prior to being heard before the City Council.

Commissioner Meringer expressed his concern with the amount of nearby tanning salons. Ms. Neal stated the applicant feels that this is a good location due to the proximity of the existing LA Fitness.

Chairperson Lageschulte opened the public hearing. No comments were made so he closed the public hearing.

Commissioner Grimsley indicated the site plan shows only 10 tanning areas where as the applicant is requesting 15. Ms. Neal stated she has located 10 as well as suggested the applicant may be requesting 15 tanning beds. Ms. Neal stated the applicant will clarify this prior to being heard before the City Council.

Commissioner Alcorn made a MOTION that the Commission RECOMMEND APPROVAL of CU-06-15 subject to the two staff recommended stipulations:

1. The tanning salon shall conform to the narrative date stamped July 31, 2006, and the floor plan date stamped July 31, 2006.
2. In accordance with Section 108 of the Zoning Ordinance, the Conditional Use Permit shall expire within two years from the date of approval if the use has not commenced.

Commissioner Iwanski SECONDED the MOTION.

Commissioner Grimsley stated he is concerned with the plan showing only 10 tanning booths and the applicant requesting 15.

Chairperson Lageschulte asked staff to clarify the amount prior to City Council review.

Chairperson Lageschulte called for a roll call vote and the motion passed unanimously.

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance – PAD Amendment for The Shops at Avondale Boulevard (Z-06-8).

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: David Fitzhugh, Interim Development Services Director

THROUGH: Charlie McClendon, City Manager

REQUEST: Amend the permitted uses in the Restaurant/Retail subarea for The Shops at Avondale Boulevard PAD (Planned Area Development District) Zoning District.

PARCEL SIZE: 9.0 acres

LOCATION: Southwest corner of Avondale Boulevard and Interstate 10 (See Exhibits A and B)

APPLICANT: Karen Keith, Snell and Wilmer

OWNER: Avalon Commercial Corporation

BACKGROUND:

The property was annexed on March 21, 2005 and zoned AG (Agricultural). It was rezoned to PAD (Planned Area Development) on September 6, 2005. The approved PAD Plan shows a 9-acre Restaurant/Retail subarea along Avondale Boulevard and a mix of professional office, hotel, restaurant, and retail uses in a 24-acre Mixed Use Office Park subarea on the remainder of the site (Exhibit E).

The owner has renamed the proposed development "The Summit at Avondale." A master site plan that includes a hotel, a parking garage, and a four-story office building has been submitted for the north half of the site. This site plan will be reviewed by the City Council at a later date.

SUMMARY OF REQUEST:

1. The request is to amend the Shops at Avondale Boulevard Planned Area Development (PAD) to add professional, administrative, corporate, business or medical offices to the list of permitted uses in the Retail/Restaurant subarea.

2. The proposed amendment will not change the development standards, design guidelines, or circulation patterns established by the previously approved PAD.

PARTICIPATION:

The applicant conducted a neighborhood meeting on Wednesday, July 12, 2006 at the Avondale Civic Center. The neighborhood meeting was advertised in the West Valley View on June 27, 2006. The property was posted on June 28, 2006. Letters were mailed to 14 property owners on June 27, 2006. According to the applicant, no citizens attended the meeting.

Due to the proximity of the subject property to Interstate 10, a notice was sent to the Arizona Department of Transportation on June 27, 2006. ADOT had no comment regarding the rezoning request, but requested a copy of all site plans for review.

A notice of the Planning Commission hearing was published in the West Valley View on October 3, 2006. The property was posted on September 28, 2006. Letters were mailed out to 14 property owners on October 2, 2006. No comments were received.

A notice of the City Council hearing was published in the West Valley View on October 17, 2006. The property was posted on October 12, 2006. Letters were mailed out to 14 property owners on October 20, 2006. No comments have been received.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on October 19, 2006 and voted 6-0 to recommend **APPROVAL** of this request (Exhibit G).

ANALYSIS:

· The site is designated as Freeway Commercial and Avondale Boulevard Employment and Commercial Corridor by the General Plan and Freeway Corridor Specific Plan. The office uses proposed by this amendment are consistent with the General and Specific Plans.

· The proposed amendment will provide some additional flexibility, but will not change the overall character of the PAD.

· The proposal will allow a multi-story office building along Avondale Boulevard.

FINDINGS:

The proposed amendment meets the following findings:

· The proposed PAD Amendment is consistent with the objectives of the General Plan and Freeway Corridor Specific Plan.

· The proposed amendment will not significantly change the overall character of the PAD.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application Z-06-8, a request to amend The Shops at Avondale Boulevard PAD as recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the ordinance approving application Z-06-8, a request to amend The Shops at Avondale Boulevard PAD to add office uses to the list of permitted uses for the Restaurant/Retail subarea.

ATTACHMENTS:

Click to download

- Ord 1210-1106
- MCC Exhibits

PROJECT MANAGER:

Nathan Crane, Principal Planner (623) 478-3334

ORDINANCE NO. 1210-1106

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE PERMITTED USES IN SHOPS AT AVONDALE BOULEVARD PAD FOR APPROXIMATELY 33.15 ACRES LOCATED ON THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND INTERSTATE 10 AS SHOWN IN FILENAME Z-06-8.

WHEREAS, on September 6, 2005, the Council of the City of Avondale (the "City Council") approved the Shops at Avondale Boulevard P.A.D.D. rezoning for approximately 33.15 acres of real property generally located at the southwest corner of Avondale Boulevard and Interstate 10 (the "Shops at Avondale Boulevard PAD"); and

WHEREAS, the City Council desires to further amend the Shops at Avondale Boulevard PAD to modify Section 2, Project Design, to add professional, administrative, corporate or business offices to the list of permitted uses in the Retail/Restaurant sub-area; and

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the City of Avondale Planning Commission (the "Commission") and the City Council were given in the time, form and substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, October 19, 2006, on this Ordinance pursuant to such notice and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission recommended to the City Council that this Ordinance be approved; and

WHEREAS, the City Council held a public hearing on this Ordinance on Monday, November 6, 2006.

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

SECTION 1. That the Shops at Avondale Boulevard PAD is hereby ratified and shall continue in full force and effect except as modified below.

SECTION 2. That Section 2 of the Shops at Avondale Boulevard PAD, Project Design, is hereby amended to add professional, administrative, corporate, business or medical offices to the list of permitted uses in the Retail/Restaurant sub-area.

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.

PASSED AND ADOPTED by the Council of the City of Avondale, November 6, 2006.

_____
Marie Lopez-Rogers, Mayor

ATTEST:

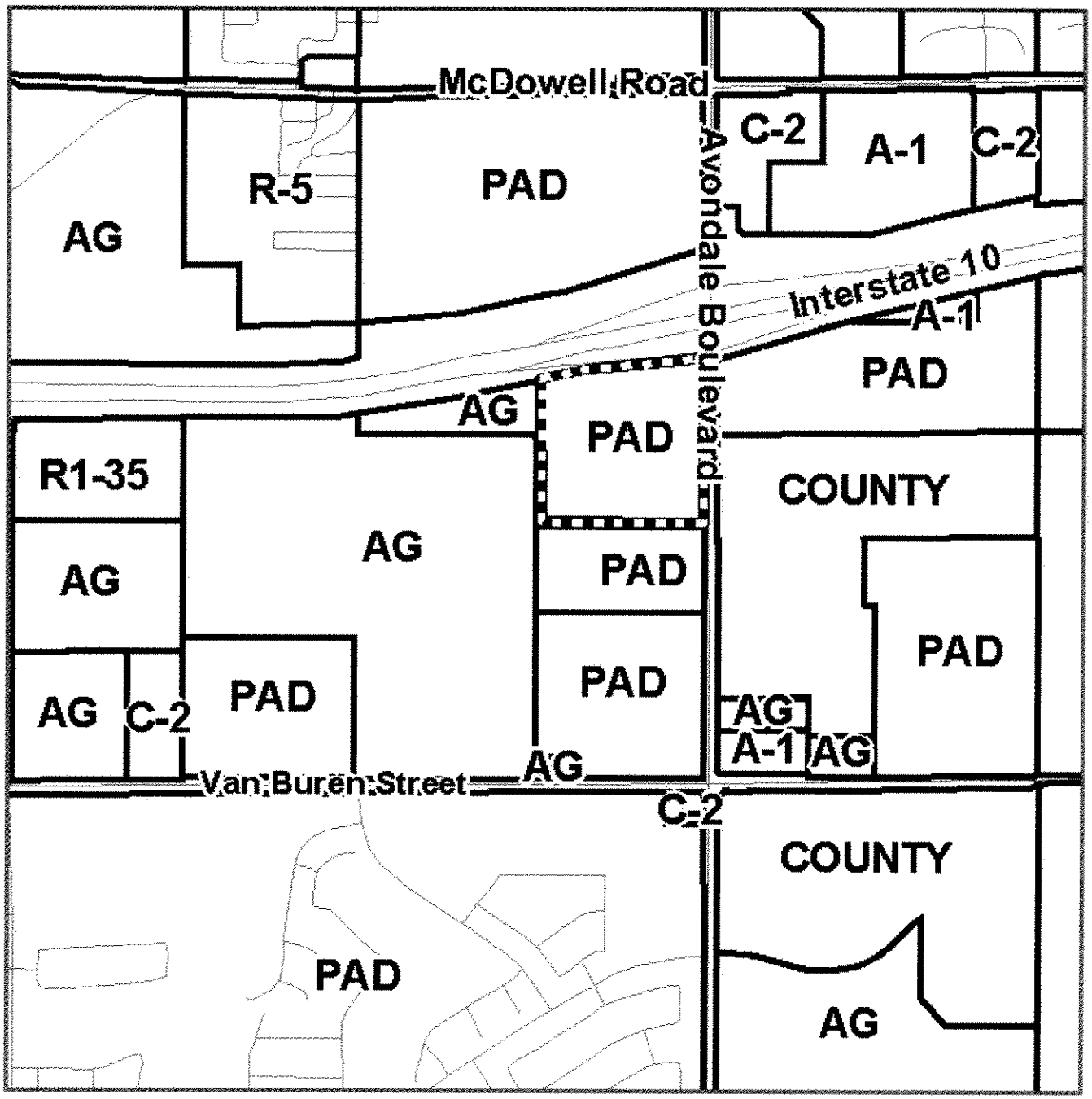
_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

682676.2

Exhibit A

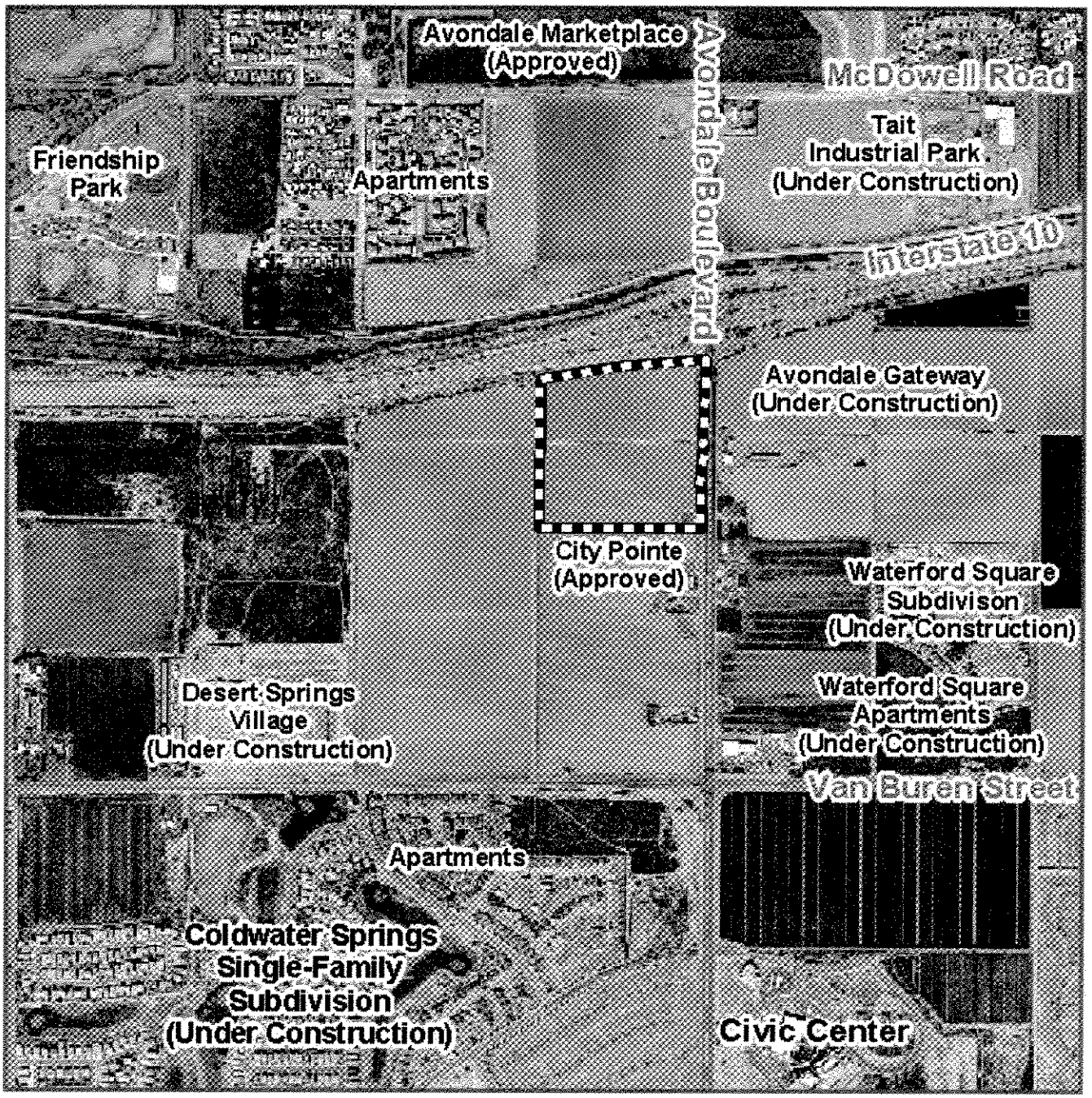


Zoning Vicinity Map
Z-06-8

Avondale

Subject Site

Exhibit B

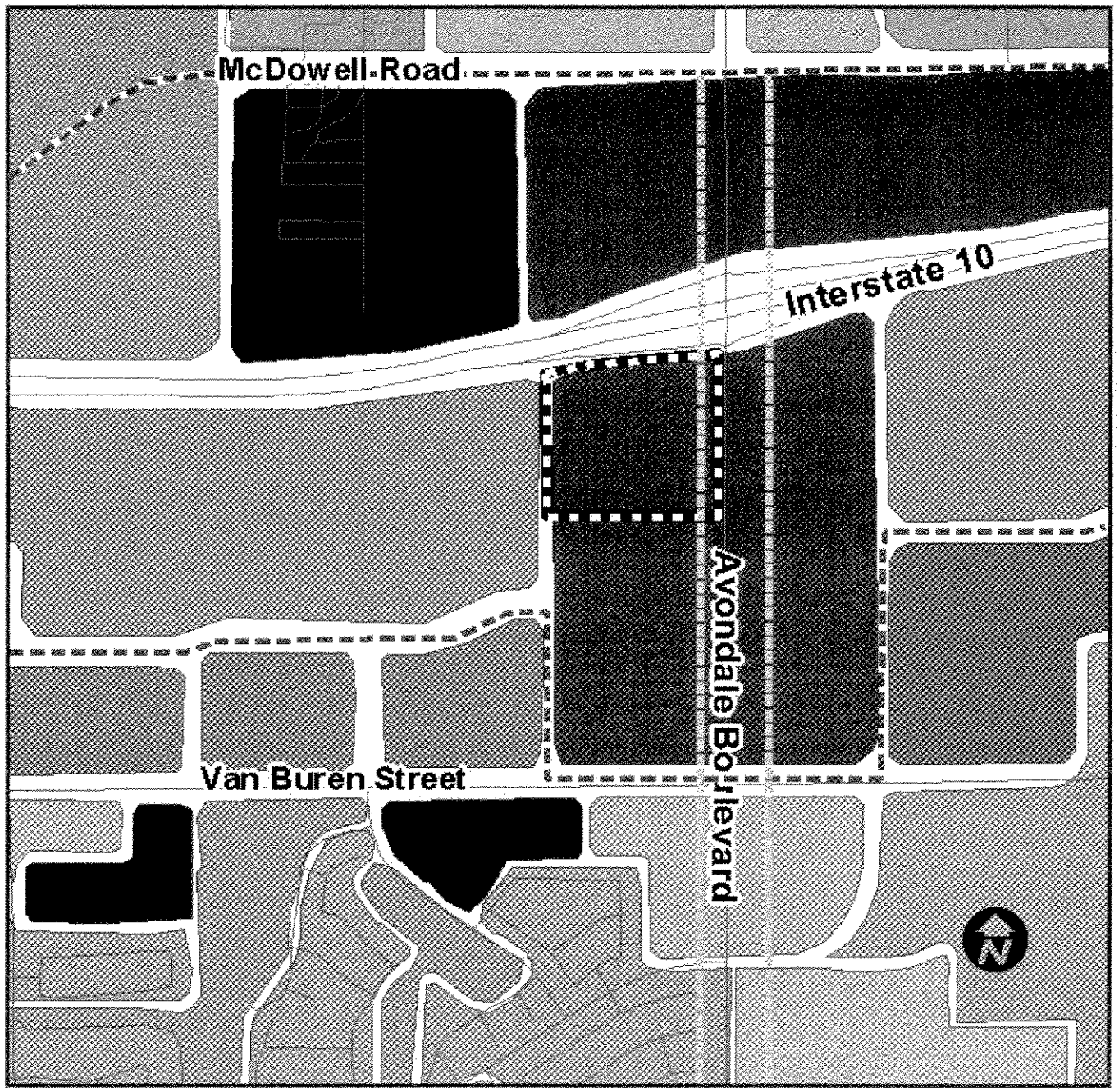


Air Photo 2005
Z-06-8

Avondale

Subject Site

Exhibit C



General Plan Land Use Map - Z-06-8

- Commercial
- Employment
- Freeway Commercial
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities
- Subject Property
- Growth Area
- Commercial Corridor

EXHIBIT D

SUMMARY OF RELATED FACTS
APPLICATION Z-06-8

THE PROPERTY	
PARCEL SIZE	33.15 acres
LOCATION	Southwest corner of Avondale Boulevard and Interstate 10
PHYSICAL CHARACTERISTICS	A relatively flat, square parcel with frontage on Avondale Boulevard.
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Planned Area Development)
ZONING HISTORY	The parcel was zoned AG after being annexed in March 2005. The Council approved a rezoning for the subject property to PAD on September 6, 2005.
DEVELOPMENT AGREEMENT	There is no development agreement.

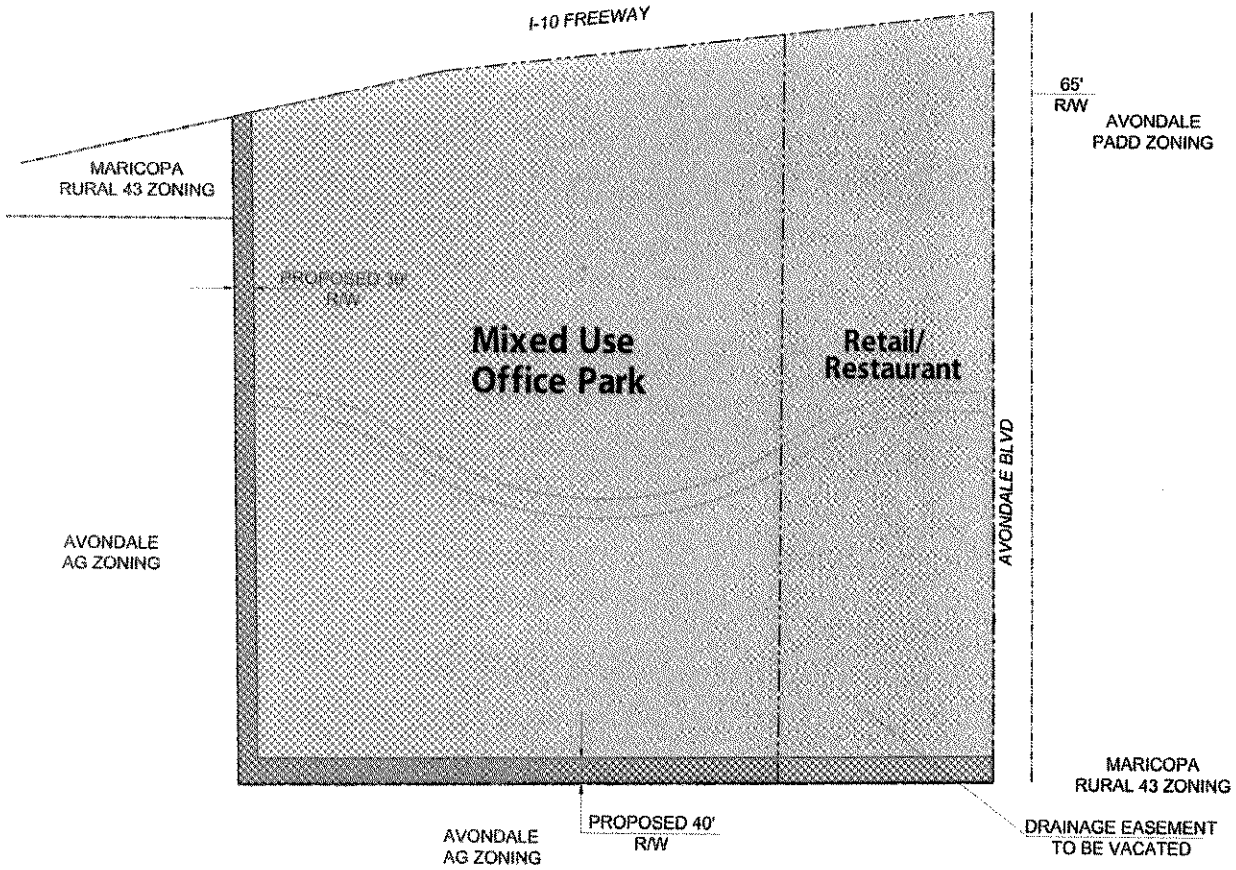
SURROUNDING ZONING AND LAND USE	
NORTH	Interstate 10
EAST	PAD (Avondale Gateway), Hilton Hotels, vacant and R-43 (County)
SOUTH	PAD (City Pointe) – vacant
WEST	AG – Agricultural production and R-43 (County)

GENERAL PLAN
The subject property is designated as Freeway Commercial on the General Plan Land Use Map and Freeway Corridor Specific Plan.

PUBLIC SCHOOLS	
SCHOOL DISTRICTS	Littleton Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary School
JUNIOR HIGH	Underdown Junior High School
HIGH SCHOOL	La Joya Community High School

STREETS	
Avondale Boulevard	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	Three travel lanes and ½ center turn lane, bike lane, curb, gutter, and streetlights.
Standard half street improvements	Three travel lanes, bike lane, curb and gutter, detached sidewalk, street lights, and landscaping.
Roosevelt Street	
Classification	Major Collector
Existing half street ROW	0 feet
Standard half street ROW	40 feet
Existing half street improvements	None
Standard half street improvements	1.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
117th Avenue	
Classification	Minor Collector
Existing half street ROW	0 feet
Standard half street ROW	30 feet
Existing half street improvements	None
Standard half street improvements	1.5 travel lanes, curb and gutter, sidewalks, street lights and landscaping.
Garfield Street Alignment	
Classification	Minor Collector
Existing half street ROW	0 feet
Standard half street ROW	30 feet
Existing half street improvements	None
Standard half street improvements	1.5 travel lanes, curb and gutter, sidewalks, street lights and landscaping.

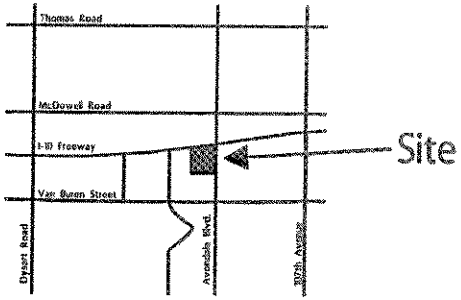
UTILITIES
Water connection will be provided to an existing 16-inch water line in Avondale Boulevard and a future 12-inch water line in Roosevelt Street. Wastewater will be connected to an existing 30-inch sewer line in Avondale Boulevard and a future 8-inch sewer line Roosevelt Street.



Site Data

Developer /Owner:	Avalon Commercial Corporation 1188 Bishop Street, Suite 1208 Honolulu, Hawaii 96813-1150 1-800-441-1150
Architect:	DFD CornoyerHedrick 2425 E. Camelback Road, Ste. 400 Phoenix, Arizona 85016 602.381.4848
Current Zoning:	AG - City of Avondale
Proposed Zoning:	Planned Area Development District (PADD)
Site Area:	33.16 Acres Gross

Vicinity Map



architecture
interior architecture
space planning
facilities management
land planning
landscape architecture
graphic design

The Shops at Avondale Boulevard
SW Corner of I-10 and Avondale Boulevard
Avondale, Arizona
04251

Avondale Blvd, LLC

Exhibit E

PROJECT PROFILE

Project Name	The Summit at Avondale
Property Owner	Avalon Commercial Corporation
APNs	500-01-018 (14.15 acres) 500-01-016 (19 acres)
Project Location	Southwest Corner of Avondale Boulevard and Interstate 10 Avondale, Arizona 85323
Project Area	33.15 acres (gross)
Current Zoning	Planned Area Development District (PADD)
General Plan	Freeway Commercial
Development Team	Legal Counsel Snell & Wilmer LLP attn: Dustin C. Jones, Esq. Karen L. Keith, AICP One Arizona Center Phoenix, Arizona 85004-2002 Engineering/Design Kimley-Horn and Associates, Inc. Attn: Patrick Lowrey, P.E. 7878 North 16th Street, Suite 300 Phoenix, Arizona 85020

THE SUMMIT
at Avondale

PURPOSE OF APPLICATION

This application requests approval of an amendment to the previously approved Planned Area Development (PAD) for **THE SUMMIT AT AVONDALE**, formerly known as "The Shops at Avondale Boulevard", mixed use development. At build-out, the property is envisioned to include a resort hotel, office buildings, retail and restaurant uses and an additional hotel. Changes to the development plan after the City Council's approval of the original PAD are the impetus for this amendment.

This PAD amendment includes the following:

- A revised definition of the Retail/Restaurant land use designation to permit office uses.
- The resort hotel is proposed at a building height of 225 feet, which exceeds the current standards of 150 feet (10 stories) as permitted in the Freeway Corridor Specific Plan. City staff is currently in the process of amending the Specific Plan to clarify and increase the permitted height of buildings within the corridor.

SUBJECT PROPERTY BACKGROUND

Located on the southwest corner of Interstate 10 and Avondale Boulevard, THE SUMMIT AT AVONDALE is 33.15 acres in total area which is currently comprised of two parcels. The subject property is divided into northern and southern regions by a dirt road and small waterway (not appearing to be used for irrigation) running east-west through the approximate center of the property. An irrigation canal exists at the eastern border of the site, followed by the right-of-way associated with the Avondale Boulevard alignment. A small dirt road borders the southern parcel to the west. A large retention basin exists near the southeast corner of the site in association with a Salt River Project well and drainage easement.

THE SUMMIT has been conceived as an innovative, dramatic, high intensity, mixed-use project that will provide appropriate uses for a site that lies within a vibrant corridor in the City of Avondale. In addition, THE SUMMIT is intended to support community goals for the City of Avondale by providing an attractive, vibrant, and active regional mixed-use retail, hospitality and employment center that will not only serve a large population, but will provide a gateway to the City of Avondale that exemplifies a high quality built environment.

THE SUMMIT is a first class mixed-use development with a special identity created by architecture and site design that is both pedestrian and automobile oriented. THE SUMMIT will focus on a collection of key employers, hotels, retailers and restaurants that create a unique place where local residents and visitors want to spend time.

At build-out, THE SUMMIT will include a unique mix of employment, hotel, retail and restaurant uses. Phase 1 (north of Roosevelt Street) of THE SUMMIT provides quality office, employment and hospitality uses that capitalize on visibility from the Interstate 10 freeway. Retail and restaurant uses are proposed within Phase 2 (south of Roosevelt Street) to support the primary office and resort hotel uses. The mix of uses ensures compatibility with future development to the south and west. Roosevelt Street traverses the site and provides convenient access to the development as well as connectivity to future development to the west and east. Access ways

throughout the development will include several artistic elements to accommodate vehicle traffic as well as create the pedestrian friendly environment that will highlight THE SUMMIT.

Patrons who enter THE SUMMIT from Avondale Boulevard will encounter a sight line from east to west that includes a cluster of restaurants and retail establishments to the south and a Class A office building to the north. This entrance into the development also begins the approach to the resort hotel which encompasses a significant portion of THE SUMMIT.

The design of THE SUMMIT addresses several precise community objectives:

- The establishment of a dramatic street presence along Avondale Boulevard through the "massing" of office, restaurants and retail establishments along Avondale Boulevard;
- The creation of a distinct identity through the architectural theme of the development;
- Appropriate exposure of commercial and employment uses from travelers along Interstate 10 and Avondale Boulevard through the grouping of hotel, restaurant, office and retail uses;
- Appealing and distinctive design within a comprehensive development that is unique to the City of Avondale through the application of design standards; and,
- A healthy and vibrant mix of uses, which combines both daytime and evening users, will assure that THE SUMMIT will be home to a diverse climate that yields a strong fiscal benefit to the City of Avondale.

THE SUMMIT embodies a unique environment with creative architectural design of a particularly contemporary southwest character, with both timeless historical charm as well as a fresh contemporary flair. The materials palette and conceptual elevations demonstrate an interesting variety of materials, forms, details, and color, all coordinated to create a lively, exciting space, conducive to attracting residents and visitors to this future focal point for the community. The design of buildings throughout THE SUMMIT will be compatible through the use of complementary materials and colors while creating a strong individual identity consistent with their individual use and purpose.

CURRENT ZONING

The site was annexed into the incorporated limits of the City of Avondale and zoned Agricultural (AG) through the March 21, 2005 Council adoption of Ordinance 1093-05. The City Council later approved Planned Area Development District (PADD) zoning on September 6, 2005 under the project name "The Shops at Avondale Boulevard". The approved PAD provides a mix of uses within the "Mixed-Use Office Park" and "Retail/Restaurant" districts that are specific to this property.

"THE SHOPS AT AVONDALE BOULEVARD" PAD

The original PAD was approved by Council for "The Shops at Avondale Boulevard". The development has since been renamed to "The Summit at Avondale" through work with a national marketing firm to establish a brand for the property. All other aspects of the original PAD, as approved by the City Council, shall remain as the regulatory structure by which the property may develop. This application to amend the PAD simply requests a modification to the definition of "Retail/Restaurant" in order to permit the construction of a Class A office building on the northeast corner of the property. The remainder of the development plan, as depicted in recent Master Site Plan submittals, is otherwise permitted by the approved PAD.

Exhibit G

Excerpt of the Draft Minutes of the regular Planning Commission meeting held October 19, 2006 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Alan Lageschulte, Chairperson
Michael Alcorn, Commissioner
David Iwanski, Commissioner
Kevin Grimsley, Commissioner
Lisa Copeland, Commissioner
Edward Meringer, Commissioner

COMMISSIONERS ABSENT
Nathan Cottrell, Vice Chairperson (Excused)

CITY STAFF PRESENT
David Fitzhugh, Interim Development Services Director
Nathan Crane, Principal Planner
Eric Morgan, Planner II
Megan Neal, Planner I
Scott Wilken, Planner II
Jennifer Fostino, Planning Technician
Alice Barlow, Senior Admin Clerk

APPLICATION NO.: Z-06-8

APPLICANT: Ms. Karen Keith
Snell and Wilmer LLP
One Arizona Center
Phoenix, Arizona 85004

REQUEST: This is a request to amend the Shops at Avondale Boulevard Planned Area Development (PAD) to add offices to the list of permitted uses in the Retail/Restaurant subarea. The property is located at the southwest corner of Avondale Boulevard and Interstate 10. Staff contact: Nathan Crane (623) 478-3334. This item was continued from the September 21, 2006 Commission meeting.

Mr. Crane presented the staff report for Z-06-8 to the Planning Commission. He stated this item was continued from the September 21, 2006 public hearing. Staff recommends the Planning Commission recommend approval of this item.

Chairperson Lageschulte stated the Commission had previously reviewed this item. Mr. Crane explained that as part of the rezoning in the PAD the applicant displayed potential office building. The request is to add medical offices to the use of permitted uses in the restaurant/retail subarea.

Chairperson Lageschulte opened the public hearing.

With no one wishing to address the Commission, he closed the public hearing.

Commissioner Iwanski MADE a MOTION to accept the findings and recommend APPROVAL of application Z-06-8. Commissioner Alcorn seconded the MOTION. The motion passed unanimously.

DEVELOPMENT SERVICES

SUBJECT:
Roy's Place Final Plat FP-05-15

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Dave Fitzhugh, Interim Planning and Building Services Director (623) 478-3014

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat approval for Roy's Place

PARCEL SIZE: 144 gross acres

LOCATION: North of Buckeye Road and West of 107th Avenue (Exhibits A and B)

APPLICANT: John Nepa, Fleet – Fisher Engineering, Inc.

OWNER: APEX and 107th Avenue Partnership, LLC

BACKGROUND:

The property was annexed on November 2, 1984 and zoned AG (Agricultural). The Roy's Place PAD was approved by the City Council on December 15, 2003. The PAD includes a total of 144 gross acres. It allows a maximum of 442 single family lots at a gross density of 3.15 units per acre (Exhibit D).

The preliminary plat was approved on May 16, 2005. The preliminary plat allowed a 436 lot single family subdivision at a gross density of 3.11 dwelling units per acre (Exhibit F).

SUMMARY OF REQUEST:

1. Roy's Place will be developed in two phases. Phase I will include mass grading the site and developing the channel at the south boundary of the subdivision to address drainage and retention concerns. All perimeter walls and landscaping will be completed in Phase I. Phase I construction will include properties north of Maricopa Street. Phase II construction will include properties south of Maricopa Street.

2. The applicant proposes a 379 lot single-family subdivision at a gross density of 2.6 dwelling units per acre.

3. The PAD requires minimum setbacks as follows: front 20' to face of garage and 10' to side of garage, side 8' and 10', and rear 15'. The maximum building height is 30 feet. Two story homes are not allowed on lots backing onto 107th Avenue. The PAD provided for three different minimum lot sizes.

4. Lot sizes range from 7,245 square feet to 21,805 square feet with an average lot size of 8, 569 square feet. The lots are a minimum of 63 feet wide by 115 feet deep. The lot breakout is as follows:

Lot Width	*Lot Area*	*# of Lots*	*% of Total Lots*
63'	7,245	152	40%

68’	8,160	138	36%
73’	8,760	82	22%
78’	8,970	7	2%

5. Access to the subdivision will be provided from 107th Avenue and Avondale Boulevard via Maricopa Street.

6. Tracts P and Q will provide a 20-foot wide landscaped buffer from 107th Avenue. Tract DD will provide a 6.47 acre common area in the middle of the subdivision that will be developed as a park site. Tracts G and H will provide a secondary open space amenity that includes 9.22 acres along the south boundary of the subdivision. Storm water runoff will be primarily directed to landscape retention basins in Tracts F, G, H, J, P, Q, W, V, and BB. The Home Owners Association will own and maintain the common areas.

7. The developer will continue the trail adjacent to the south boundary of the development and will connect to the Starlight Trails Subdivision to the west. Tract H includes walking paths connecting to this trail. Tract H will provide a pedestrian connection to 107th Avenue. Tract BB provides an open space connection to adjacent properties in the northwest corner of the site.

8. Decorative perimeter walls made of masonry with stucco and stacked stone veneer will be provided along 107th Avenue and Maricopa Street. A coordinating view fence will be installed for lots backing onto common open space. An entry monument is proposed at the entrance from 107th Avenue. Secondary entry monuments will be located at the northeast corner of Maricopa Street and 110th Avenue as well as the southeast corner of Maricopa Street at 111th Avenue. The entry monuments will coordinate with the perimeter theme wall. The design of the sign and subdivision theme wall will be finalized at the time of Final Landscape Plan review and approval.

9. A potential 16.1 acre school site is reserved as requested by the Littleton Elementary School District. The school site would occupy Tract CC, the northwest corner of 110th Avenue and Maricopa Street. The school district and School Facilities Board is working with the applicant to purchase this site.

10. A homeowners association will maintain all open space areas, landscape tracts, medians, and right-of-way landscaping. Additionally, the HOA will maintain the landscaping adjacent to the school site through a 15’ landscape easement. A stipulation has been included requiring the school district’s signature of approval to address this issue.

PARTICIPATION:

Public notification and a public hearing are not required for final plats. The Littleton Elementary and Tolleson Union High School Districts were notified of the request on October 24, 2005.

On November 7, 2005, Tolleson Union High School District requested denial of the planned development. On February 13, 2006, Tolleson Union High School District withdrew the denial letter and submitted a letter stating that the school district is in agreement with the developer to receive a voluntary contribution per unit built.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

General Plan and Zoning

· The General Plan designation is Medium Density Residential (2.5 – 4) dwelling units per acre. The proposed subdivision density of 2.6 dwelling units per gross acre with the reserved school site is in conformance with the General Plan.

· The proposed layout provides proper lotting that meets the lot size requirements and intended concept of the Roy's Place PAD.

Compatibility with Surrounding Land Uses

· The property to the north and west is currently under construction for single family residential subdivisions. The proposed Roy's Place subdivision is designed to coordinate open space and trail connections with the adjacent Starlight Trails and Roosevelt Park subdivisions. A City park is proposed to the northwest of the proposed subdivision and access will be provided through Tract BB.

· A railroad track is located approximately 250 feet south of the property and various industrial uses are adjacent to the south property line. The 126-foot wide linear retention basin will provide a buffer from both the industrial uses and the railroad track.

Site Circulation

· A four-way stop sign is warranted at the four-way intersection of 110th Avenue and Maricopa Road. The stop sign will discourage pass-through traffic and require drivers to decelerate adjacent to the 6-acre park site and potential school site.

· A landscaped median is provided for Maricopa Road. Typically, the City requires medians to be shown as separate tracts on the final plat. The medians in Maricopa Road are not shown as separate tracts, but are included in the right-of-way. A note is on the final plat stating that the homeowners association is responsible for maintenance of the Maricopa Road medians. The applicant will be responsible for coordinating median cuts with the school district for the potential school site.

Site Drainage

· A portion of the Roy's Place site is located in the FEMA 100 year floodplain. The applicant is proposing to mass grade the site to address drainage and retention concerns so that all home sites will be constructed above the anticipated 100 year flood elevation. The applicant has obtained a CLOMR (Conditional Letter of Map Amendment) from FEMA to amend the existing floodplain limits. However the LOMR (Letter of Map Amendment) has not been obtained, thus the final plat shall include the existing floodplain. A LOMR must be obtained from FEMA to amend the final plat and prior to the issuance of a certificate for occupancy in the affected area. Staff has included a stipulation to address this issue.

· Storm water runoff will be directed to landscape retention basins in Tracts F, G, H, J, P, Q, W, V, and BB. Retention will be primarily provided through one large 126-foot linear retention basin and one centralized retention basin. This will provide adequate onsite retention. All recreational amenities within the retention area will be protected from periodic flooding through the use of terraced retention basins. Tot lots and ramadas will remain fully protected from flooding.

Landscaping and Open Space

- The twenty-foot wide tracts for landscaping provided along 107th Avenue will serve as a buffer from the roadway.
- The plat identifies a total of 23.29 acres of open space (16.17%) with 15.65 acres of usable open space (11.15%). This meets the minimum of 10% usable open space that is required. Tract DD, which is 6.47 acres, will be developed with a ramada, decorative scored colored concrete plazas, park benches, a basketball court, a volleyball court, a 6' wide jogging trail with markers every 100 meters, trash

receptacles, pedestrian scale lighting, and an open turf play field. Tract H includes a six foot wide trail, decorative scored colored concrete plazas, park benches, and trash receptacles. Staff believes the proposed open space and amenities are appropriate for this subdivision and meet the intent of the PAD zoning.

- The final landscape plans will be reviewed to ensure compliance with the details of planting as required by the Roy's Place PAD and Zoning Ordinance. A stipulation has been carried over to the final plat approval.

School Site

· A 16.1 acre school site could be accommodated within the proposed subdivision. The superintendent of the Littleton Elementary School District has confirmed that the proposed location, size, and configuration is adequate for the school district (Exhibit G).

· The subdivision has been designed to meet all Zoning Ordinance and PAD open space requirements with or without the school site.

· If the school district purchases the school site, the useable open space for the subdivision will increase from 11.15% to 12.60% of the total subdivision area.

· Arizona State Statutes allow the reservation of a school site for one year from the date of final plat recordation. If the property is not purchased by the School Facilities Board, or if an extension is not granted by the property owner, the area may be platted after the one year reservation. Staff has provided a stipulation to clarify this requirement.

House Products

· House products for this subdivision have not been submitted yet. They will be approved by staff sometime in the future.

FINDINGS:

The proposed final plat meets the following findings:

· It conforms to the Avondale General Plan.
· It meets the requirements of the Roy's Place PAD zoning.
· It conforms to the City's Subdivision Regulations.
· It conforms to the approved preliminary plat.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the proposed final plats subject to following stipulations:

1. The recorded plats shall be in conformance with the final plats date stamped October 23, 2006, except as modified by these stipulations.

2. All engineering plans shall be approved by the City Engineer prior to the recordation of the final plat and within 90 days of final plat approval by the City Council.

3. The final landscape plans shall be approved by the Planning and Building Services Department prior to the recordation of the final plats and within 90 days of approval of the final plats by the City Council.

4. All perimeter walls and landscaping shall be developed in the first phase of development.

5. Prospective homebuyers shall be informed by affidavit of the existing power lines, public amphitheatre, a proposed public park, a proposed school site, a future city park, a private park and operating railroad tracks and noise and lighting which could emanate from said facilities that may affect this development. A notice shall also be prominently displayed in the model home sales office. Notices shall also be placed within the CC&Rs and public report.

6. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights appurtenant to the property shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to issuance of permits for grading and infrastructure improvements.

7. The developer shall obtain approval from the appropriate utility provider for the proposed improvements in the APS and SRP power line easements and the relocation of the irrigation lines prior to final plat recordation.

8. Prior to recordation, the floodplain shall be shown on the final plat. The final plat shall be amended once the LOMR has been approved by FEMA.

9. A Certificate of Occupancy shall not be issued for residences located in the floodplain area until a LOMR is approved by FEMA.

10. Tract CC shall be reserved for Littleton Elementary School District for a period of one year to enter in an agreement to acquire such lands. After the one year reservation period has expired, the developer may subdivide Tract CC.

11. The 15' landscape easement shall be approved by the Littleton Elementary School District and recorded with the final plat.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** Applications FP-05-15 requests for final plat approval for Roy's Place subdivision, subject to the 11 stipulations recommended by staff.

ATTACHMENTS:

Click to download

- Exhibits A - I Roys Place

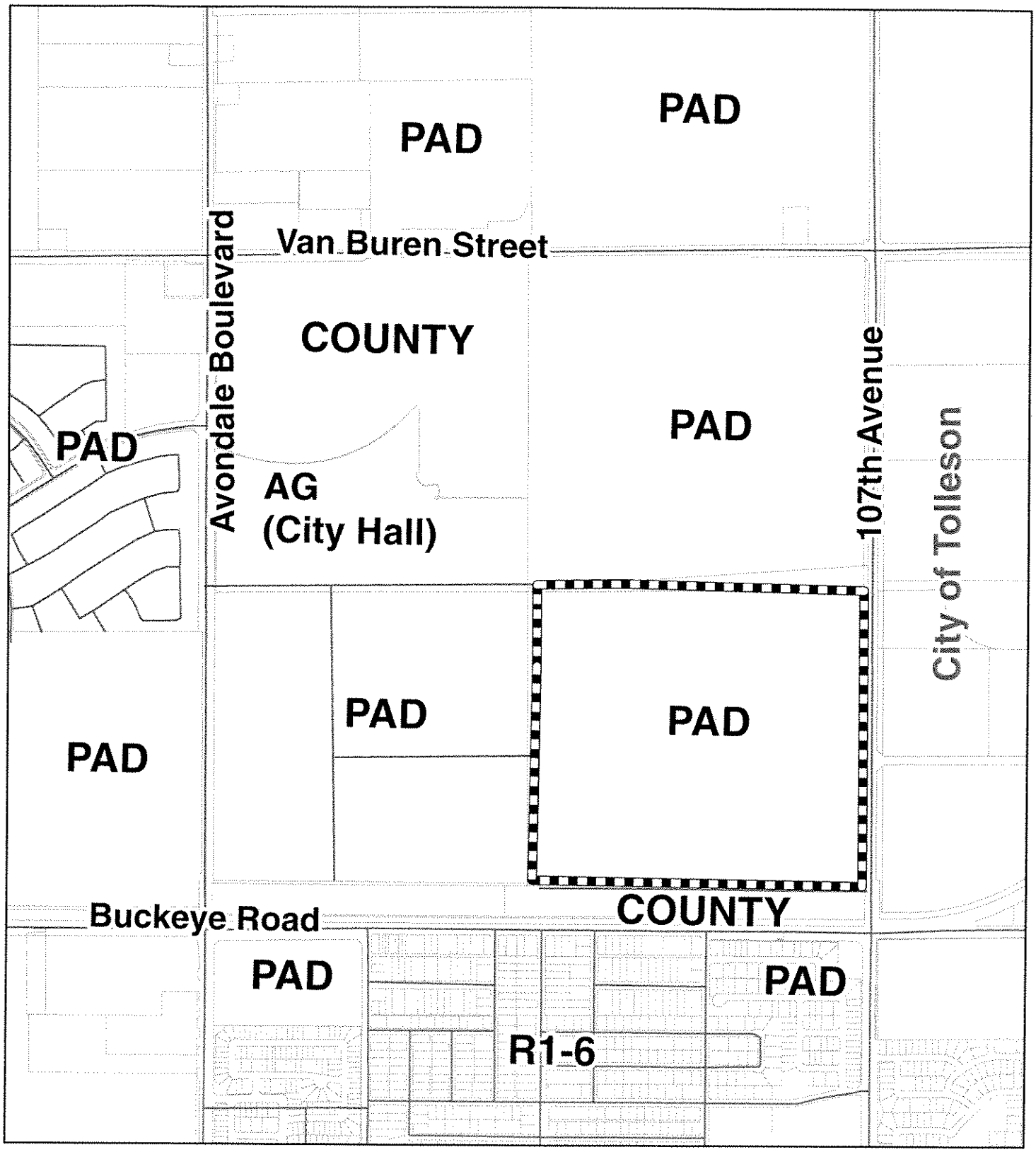
FULL SIZE COPIES (Council Only):

Proposed Final Plat date stamped October 23, 2006

PROJECT MANAGER:

Megan Neal, Planner I (623) 478-3355

Exhibit A

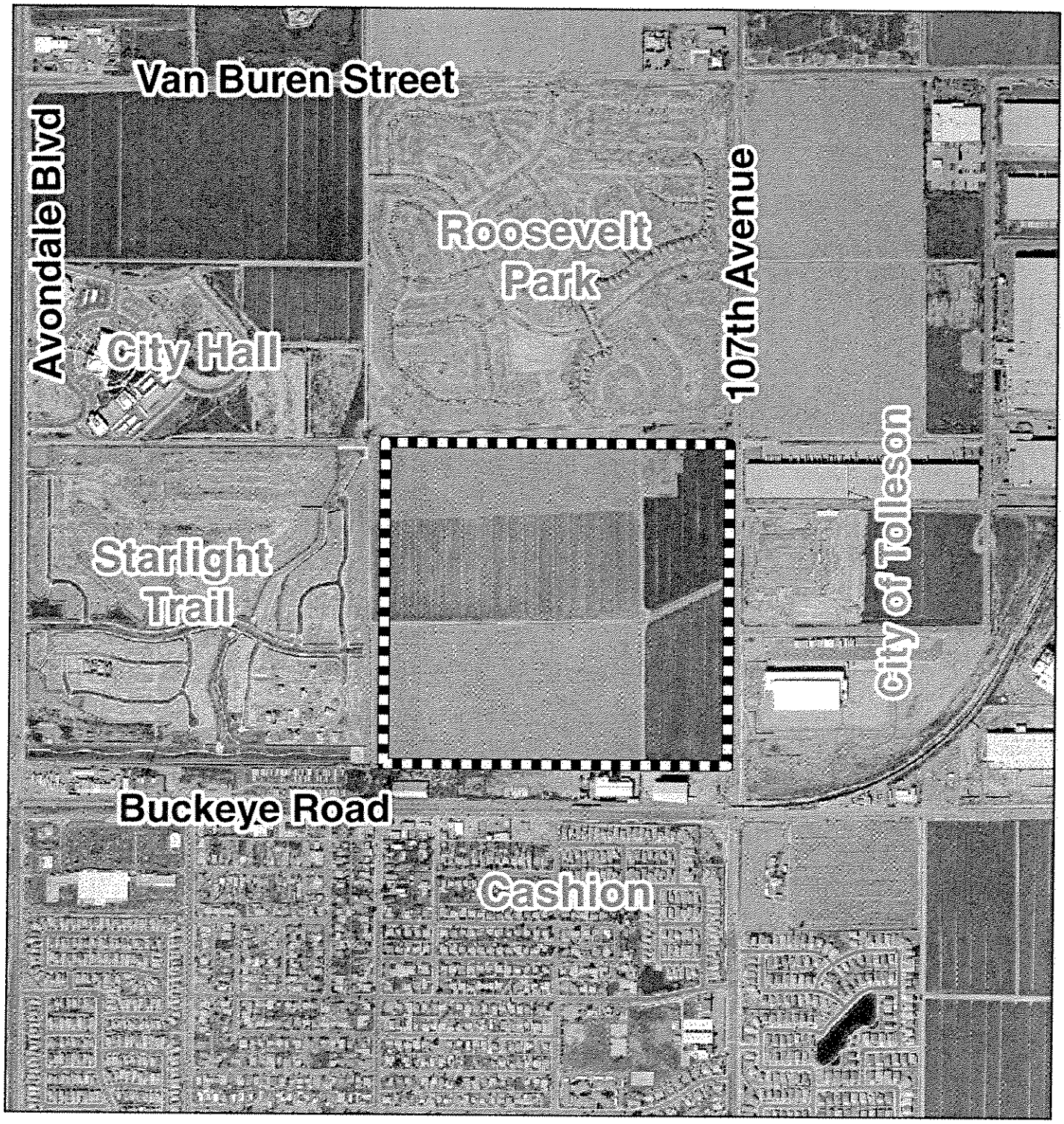


Zoning Vicinity Map
FP-05-15

Avondale

Subject Property

Exhibit B



Air Photo 2005
FP-05-15

Avondale

- Subject Site

Exhibit C

SUMMARY OF RELATED FACTS
APPLICATION FP-05-15

THE PROPERTY	
PARCEL SIZE	144 Gross Acres
LOCATION	North of Buckeye Road and West of 107th Avenue
PHYSICAL CHARACTERISTICS	The site is relatively flat; rectangular shaped parcel with access to 107th Avenue
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD (Roy's Place Planned Area Development)
ZONING HISTORY	The site was zoned PAD in 2003.

SURROUNDING ZONING AND LAND USE	
NORTH	Roosevelt Park, zoned PAD
EAST	City of Phoenix
SOUTH	County and railroad tracks, industrial uses zoned Rural-43/C-3
WEST	Starlight Trails, zoned PAD

GENERAL PLAN
The subject property is designated as Medium Density Residential (2.5-4 dwelling units per acre) on the General Plan Land Use Map.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Littleton Elementary School
MIDDLE SCHOOL	Underdown Junior High School
HIGH SCHOOL	La Joya High School

STREETS	
107th Avenue	
Classification	Arterial
Existing half street ROW	33 feet between Buckeye Road and existing Roosevelt Park
Standard half street ROW	65 feet between Buckeye Road and existing Roosevelt Park
Existing half street improvements	21' to edge of pavement, one traffic lane with a center turn lane, curb, gutter, sidewalk, street lights.
Standard half street improvements	49' Back of curb, curb, three traffic lanes with center turn lane, gutter, meandering 6' sidewalk, landscaping, bike lane, street lights.

Maricopa Street	
Classification	Collector
Existing full street ROW	0 Feet
Standard full street ROW	80 Feet
Existing full street improvements	None
Standard full street improvements	Two traffic lanes, median, curb, gutter, detached sidewalk, landscaping and street lights.

UTILITIES
A 16" waterline runs along the west side of 107th Avenue from Buckeye Road to the southeast corner of this site. The line is planned to be extended to tie into the 16" water line to be constructed as part of the Roosevelt Park subdivision. 8" water lines will be constructed throughout the property to serve the subdivision.

EXHIBIT D

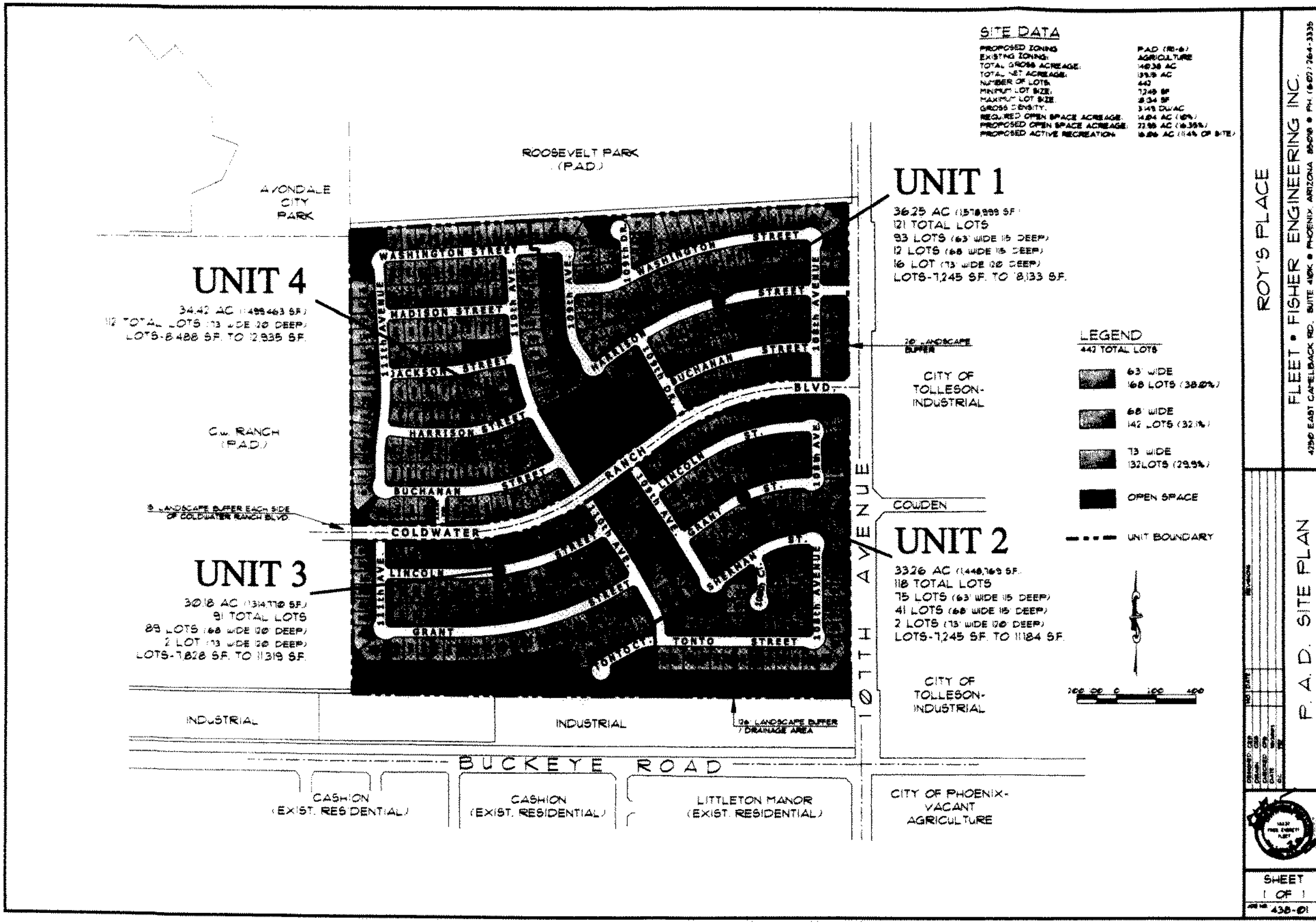

ROY'S PLACE
FLEET • FISHER ENGINEERING INC.
P. A. D. SITE PLAN
SHEET 1 OF 1
438-01
SITE DATA
PROPOSED ZONING
EXISTING ZONING: AGRICULTURE
TOTAL GROSS ACREAGE:
TOTAL NET ACREAGE:
NUMBER OF LOTS: 442
MINIMUM LOT SIZE:
MAXIMUM LOT SIZE:
GROSS DENSITY:
REQUIRED OPEN SPACE ACREAGE:
PROPOSED OPEN SPACE ACREAGE:
PROPOSED ACTIVE RECREATION:
UNIT 1
36.25 AC (1,578,999 S.F.)
121 TOTAL LOTS
93 LOTS (63' WIDE 115' DEEP)
12 LOTS (68' WIDE 115' DEEP)
16 LOT (73' WIDE 120' DEEP)
LOTS-7,245 S.F. TO 8,133 S.F.
UNIT 2
33.26 AC (1,448,769 S.F.)
118 TOTAL LOTS
75 LOTS (63' WIDE 115' DEEP)
41 LOTS (68' WIDE 115' DEEP)
2 LOTS (73' WIDE 120' DEEP)
LOTS-7,245 S.F. TO 11,184 S.F.
UNIT 3
30.18 AC (1,314,770 S.F.)
91 TOTAL LOTS
89 LOTS (68' WIDE 120' DEEP)
2 LOT (73' WIDE 120' DEEP)
LOTS-7,828 S.F. TO 11,319 S.F.
UNIT 4
34.42 AC (1,499,463 S.F.)
112 TOTAL LOTS (73' WIDE 120' DEEP)
LOTS-8,488 S.F. TO 12,935 S.F.
LEGEND
442 TOTAL LOTS
63' WIDE 168 LOTS (38.0%)
68' WIDE 142 LOTS (32.1%)
73' WIDE 132 LOTS (29.9%)
OPEN SPACE
UNIT BOUNDARY
ROOSEVELT PARK (P.A.D.)
AVONDALE CITY PARK
C.W. RANCH (P.A.D.)
CITY OF TOLLESON-INDUSTRIAL
CITY OF TOLLESON-INDUSTRIAL
CITY OF PHOENIX-VACANT AGRICULTURE
INDUSTRIAL
INDUSTRIAL
CASHION (EXIST. RESIDENTIAL)
CASHION (EXIST. RESIDENTIAL)
LITTLETON MANOR (EXIST. RESIDENTIAL)
BUCKEYE ROAD
107TH AVENUE
COWDEN
COLDWATER RANCH BLVD.
20' LANDSCAPE BUFFER
8' LANDSCAPE BUFFER EACH SIDE OF COLDWATER RANCH BLVD.
126' LANDSCAPE BUFFER / DRAINAGE AREA
WASHINGTON STREET
MADISON STREET
JACKSON STREET
HARRISON STREET
BUCHANAN STREET
LINCOLN ST.
GRANT ST.
SHERMAN ST.
TONTO STREET
TONTO CT.
200 100 0 100 400

Exhibit E

Planning and Building Services
11465 West Civic Center Drive, Suite 110
Avondale, Arizona 85323
Phone: (623) 478-3333 Fax: (623) 478-3824
www.avondale.org

December 16, 2003

Mr. Carlton F. Beckstead, RLA
FLEET-FISHER ENGINEERING, INC.
4250 East Camelback Road, Suite 410K
Phoenix, Arizona 85018

RE: Roy's Place Rezoning
Case Number A03-663

Dear Mr. Beckstead:

I am pleased to inform you that on December 15, 2003 the Avondale City Council approved your request for rezoning for the Roy's Place Planned Area Development. This approval is subject to the following nineteen stipulations:

1. Development shall be in substantial conformance with the development plan and narrative dated October 31, 2003.
2. The required development standards shall be as shown in the narrative request dated October 31, 2003.
3. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
4. Perimeter half-street improvements along 107th Avenue shall be constructed in a single phase at the time of development.
5. Street improvements shall be required as follows, as determined by the City Engineer:

Street	*Required ROW Width*	*Required Improvements*
107th Avenue	55' (half-street)	Paving (three lanes and center turn lane), curb, gutter, detached sidewalk, landscaping, and street lights
Coldwater Ranch Blvd.	80' (full street)	Paving (Two traffic lanes with center turn lane), curb, detached sidewalk, landscaped median, landscaping, and street lights
Local Streets	50' (full street)	Paving (two traffic lanes), curb, attached sidewalk, landscaping, and street lights

6. The 55-foot half-width right-of way for 107th Avenue shall be dedicated at the time of final plat.
7. The developer shall design and construct a landscaped median in Coldwater Ranch Boulevard, as determined by the City Engineer prior to final plat approval.
8. All houses shall feature four-sided architecture with pop-outs, recessed windows, and reveals.
9. The applicant shall provide a warrant study at the time of preliminary plat showing whether a four-way stop is warranted at the intersection of 110th Avenue and Coldwater Ranch Boulevard. If the stop sign is not warranted, the intersection shall be redesigned prior to preliminary plat approval to eliminate the four-way intersection.
10. The development entry feature design and associated landscaping shall be reviewed and approved concurrent with the preliminary plat review.
11. The applicant shall obtain a CLOMR from FEMA to amend the existing floodplain limits prior to final plat approval and shall obtain a LOMR from FEMA prior to the issuance of a certificate of occupancy for any units within the affected area.
12. The relocation or abandonment of the SRP ditches along the western and eastern boundary of the project shall be resolved prior to final plat approval.
13. Prospective homebuyers shall be informed by affidavit of the proximity of the active railroad and industrial uses south of the project and the Avondale Civic Center which will include emergency service vehicles, ball field lighting, and outdoor special events. A map showing the location of the property in relation to these uses shall be prominently displayed in the model home sales office.
14. In accordance with ARIZ. REV. STAT. § 9-463, the property owner shall reserve a 15 acre school site if the school district determines that a school site is needed at the time of final plat approval. To ensure that the detention channel trail connects to 107th Avenue, any school site reservation shall not include any portion of the detention channel.
15. The applicant shall provide written documentation that the Maricopa County Flood Control District has not elected to obtain the 40 acre detention basin or utilize the 126 foot buffer for a regional flood channel prior to preliminary plat approval.
16. Permitted and conditional uses shall be in conformance with Sections 202.B and 202.C of the Zoning Ordinance.
17. The applicant shall provide design criteria, including the project theme and common architectural elements, to be reviewed and approved with preliminary plat.
18. The applicant shall address the anticipated offsite flows, while still maintaining the subdivision's retention requirements, on the final plans and will provide a hydrology study at the time of preliminary plat review to the satisfaction of the City Engineer.
19. The perimeter walls and landscaping shall be completed during the first phase of development.

It has been a pleasure to work with you on this exciting project and I look forward to working with you again in the future. If you have any questions, please contact me at (623) 478-3337.

Sincerely,

Anna Roedler
Planner

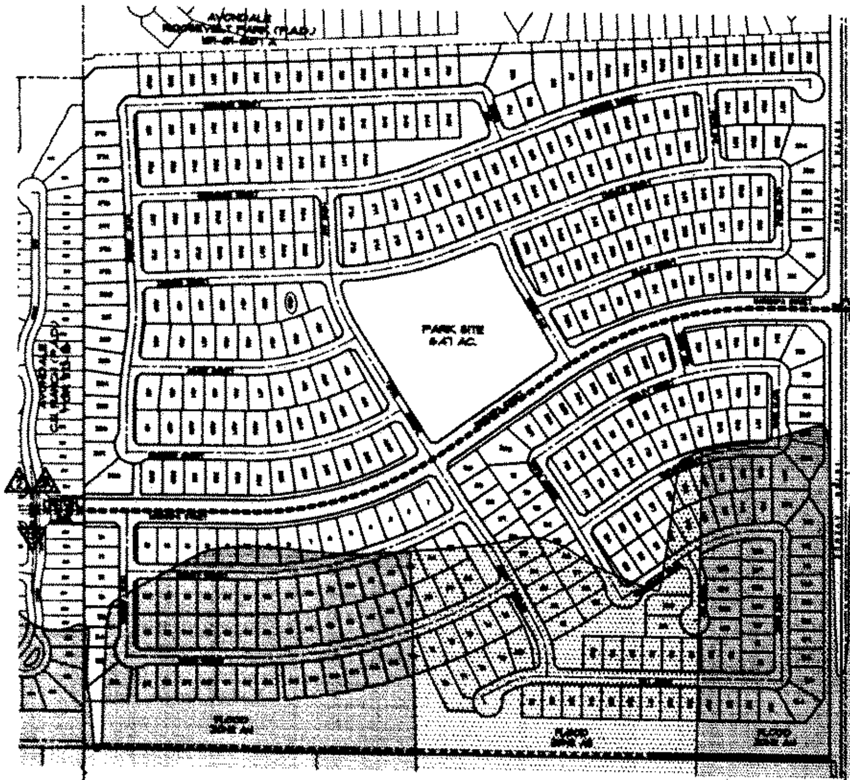
Enclosures:
Approved PAD Packet

EXHIBIT F

PRELIMINARY PLAT FOR
ROY'S PLACE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER: TAIT DEVELOPMENT



DEVELOPER

TAIT DEVELOPMENT
[illegible] E. THOMAS ROAD
SUITE [illegible]
PHOENIX, ARIZONA [illegible]
PHONE [illegible]
ATTN: TOM TAIT

ENGINEER

FLEET-FISHER ENGINEERING, INC.
4250 E CAMELBACK ROAD
SUITE 450K
PHOENIX, ARIZONA 85018
PHONE (602) 264-3330
ATTN: FRED FLEET, P.E.

BENCHMARK

ELEVATIONS ARE BASED ON CITY OF AVONDALE DATUM. BENCHMARK No. 4 BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 119TH AVENUE AND VAN BUREN. ELEVATION = [illegible]

SHEET INDEX

1 - VICINITY & KEY MAPS, NOTES AND LEGAL DESCRIPTION
2 - NORTH HALF OF SUBDIVISION
3 - SOUTH HALF OF SUBDIVISION
4 - LOT TABLES
5 - LOT & TRACT TABLES, DETAILS
6 - DETAILS
2A - SCHOOL PLAN

NOTES

1. ALL LANDSCAPE AND OPEN SPACE TRACTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
2. ALL DEVELOPMENT FOR THIS PROJECT SHALL CONFORM TO THE PAD AND ORDINANCE FOR "ROY'S PLACE" AS ADOPTED BY THE CITY COUNCIL OF AVONDALE ON (CASE [illegible]) DECEMBER [illegible], ORDINANCE NO. [illegible].
3. ALL UTILITIES ARE TO BE PLACED UNDERGROUND.
4. TWO STORY HOMES SHALL BE PROHIBITED ADJACENT TO 119TH AVENUE.
5. MAXIMUM BUILDING HEIGHT SHALL BE 30'.
6. MAXIMUM LOT COVERAGE SHALL BE [illegible].
7. ALL HOUSES SHALL HAVE A MINIMUM SEPARATION OF [illegible] FEET BETWEEN ADJACENT HOMES.
8. STREET LIGHTS WILL BE PROVIDED WITH STREET IMPROVEMENTS.

UTILITIES

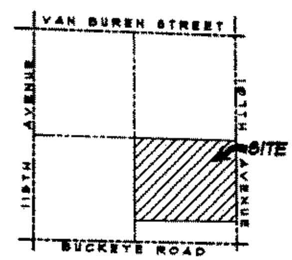
WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
ELECTRIC	ARIZONA PUBLIC SERVICE
TELEPHONE	QWEST
CABLE TV	COX COMMUNICATIONS
GARBAGE	CITY OF AVONDALE
FIRE PROTECTION	CITY OF AVONDALE
POLICE PROTECTION	CITY OF AVONDALE
GAS	SOUTHWEST GAS

SITE DATA

EXISTING ZONING:	P.A.D.
TOTAL GROSS ACREAGE:	[illegible] AC
TOTAL NET ACREAGE:	[illegible] AC
NUMBER OF LOTS:	436
GROSS DENSITY:	[illegible] DU/AC
NET DENSITY:	[illegible] DU/AC
REQUIRED OPEN SPACE:	[illegible] AC
PROPOSED OPEN SPACE:	[illegible] AC
PERCENTAGE OF OPEN SPACE:	[illegible]
MINIMUM LOT SIZE:	[illegible] SF
MAXIMUM LOT SIZE:	[illegible] SF

LOT BREAKDOWN

LOT WIDTH	QUANTITY	% OF TOTAL
63'	156	35.8%
68'	133	30.5%
73'	147	33.7%
TOTAL	436	



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

PARCEL NO. 1:
THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.
EXCEPT THAT PORTION THEREOF CONVEYED BY DEED RECORDED IN BOOK [illegible] OF DEEDS, PAGE [illegible], RECORDS OF MARICOPA COUNTY, ARIZONA, TO ARIZONA EASTERN RAILROAD COMPANY, A CORPORATION OF ARIZONA AND NEW MEXICO, AND DESCRIBED AS FOLLOWS:
[illegible]

PARCEL NO. 2:
[illegible]

PARCEL 3:
[illegible]

PARCEL 4:
[illegible]

LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

ZONE AE
ZONE AH
FLOOD ZONE BOUNDARY

LEGEND

PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
	SECTION CORNER
	CORNER OF SUBDIVISION
	CENTERLINE MONUMENT
	POWER POLE
	FIRE HYDRANT (PROPOSED)
	WATER LINE
	SEWER LINE W/ MANHOLE
	EXISTING OVERHEAD ELECTRIC
	SIGHT VISIBILITY TRIANGLE
	CONTOURS
PAE	PUBLIC ACCESS EASEMENT
	ADJACENT PARCEL LINES
	SECTION LINES

CITY OF AVONDALE ZONING CASE NO. A [illegible]

ROY'S PLACE

FLEET • FI[illegible]ER ENGINEERING INC.
4250 EAST CAMELBACK RD., [illegible] • PHOENIX, ARIZONA 85018 • PH. (602) 264-3330

PRELI[illegible]ARY PLAT

SHEET 1

436-[illegible]

ROY'S PLACE

FLEET • FIS[illegible]R ENGINEERING INC.

4750 EAST CAMELBACK RD., SU. [illegible] • PHOENIX, ARIZONA [illegible] • PH. (602) 264-3339

PRELI[illegible]ARY PLAT

SCALE: 1" = 100'

LEGEND

- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICULAR NON-ACCESS EASEMENT
- SECTION CORNER
- CORNER OF SUBDIVISION
- CENTERLINE MONUMENT
- POWER POLE
- FIRE HYDRANT (PROPOSED)
- WATER LINE
- SEWER LINE W/ MANHOLE
- EXISTING OVERHEAD ELECTRIC
- SIGHT VISIBILITY TRIANGLE
- CONTOURS
- PAE — PUBLIC ACCESS EASEMENT
- ADJACENT PARCEL LINES
- SECTION LINES
- E.V.T.

SHEET 2

JOB NO. 438-01

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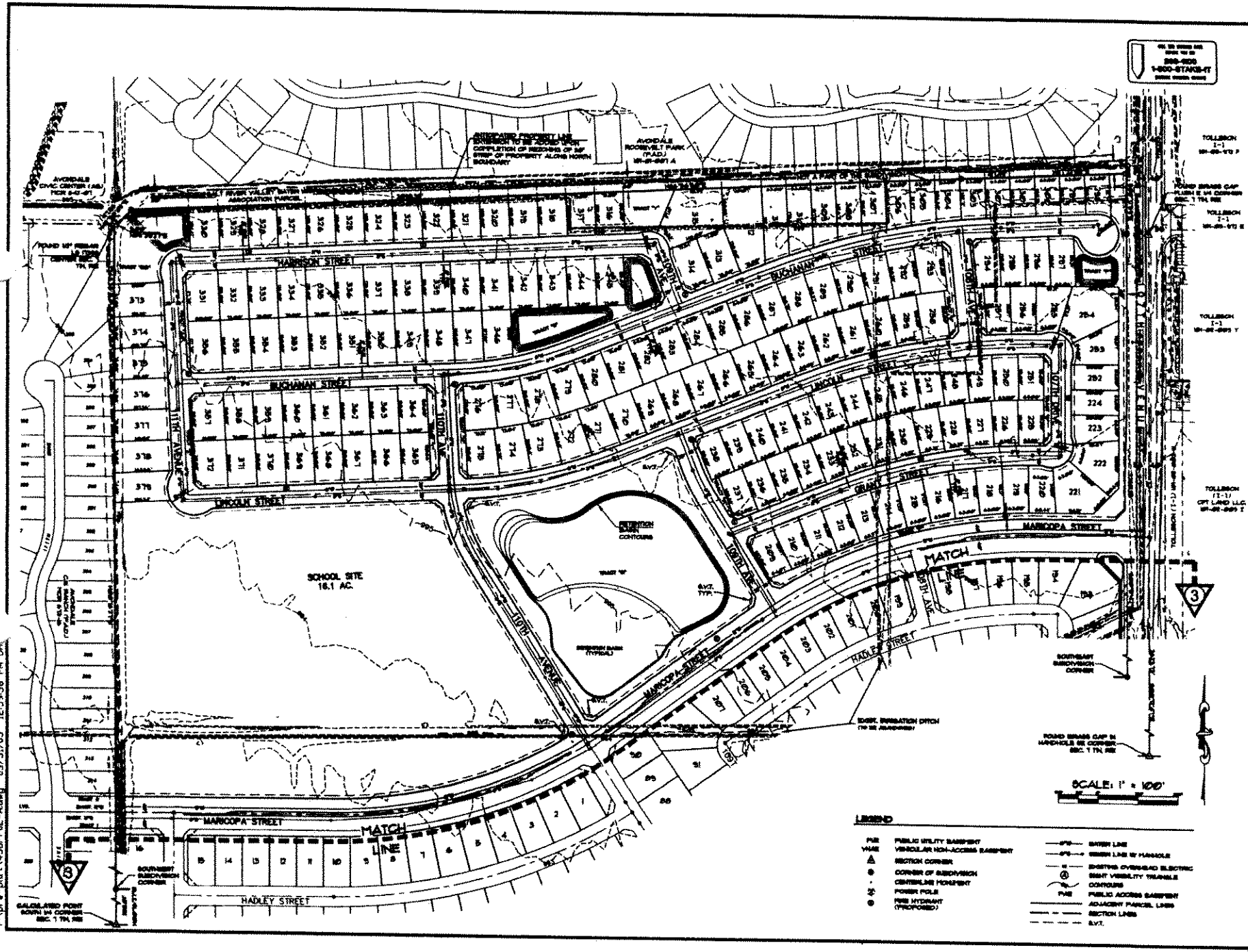

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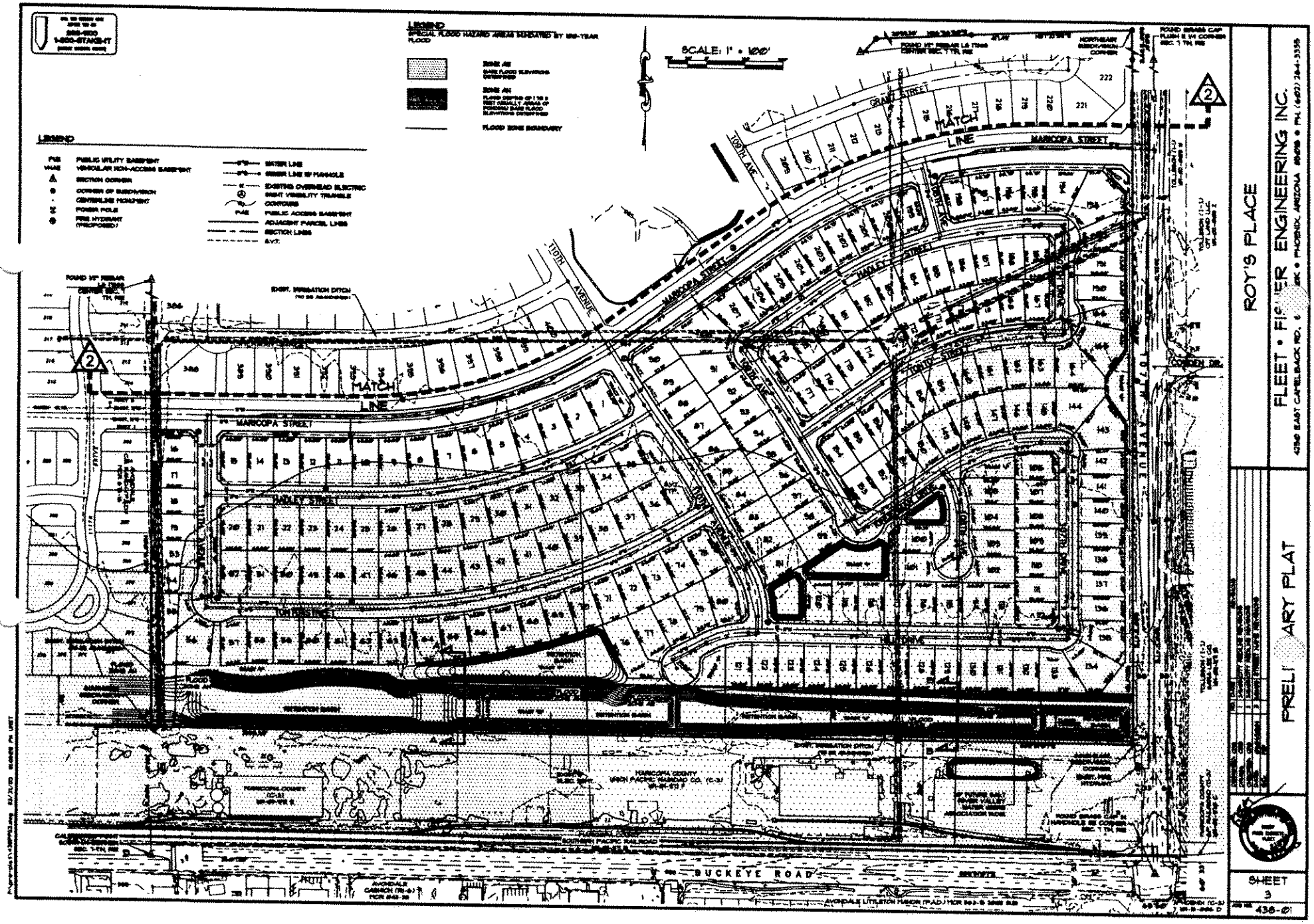
LEGEND
SCALE: 1" = 100'
MATCH LINE
MARICOPA STREET
GRANT STREET
HADLEY STREET
TONTO STREET
HUTCHINS
10TH AVE
10TH STREET
BUCKEYE ROAD
ROY'S PLACE
FLEET • PIONEER ENGINEERING INC.
PRELIMINARY PLAT
SHEET 3
438-01

PRELIMINARY PLAT FOR

ROY'S PLACE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LOT TABLE 1-50

LOT	WIDTH	DEPTH	AREA(SF)
1	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]
10	[illegible]	[illegible]	[illegible]
11	[illegible]	[illegible]	[illegible]
12	[illegible]	[illegible]	[illegible]
13	[illegible]	[illegible]	[illegible]
14	[illegible]	[illegible]	[illegible]
15	[illegible]	[illegible]	[illegible]
16	[illegible]	[illegible]	[illegible]
17	[illegible]	[illegible]	[illegible]
18	[illegible]	[illegible]	[illegible]
19	[illegible]	[illegible]	[illegible]
20	[illegible]	[illegible]	[illegible]
21	[illegible]	[illegible]	[illegible]
22	[illegible]	[illegible]	[illegible]
23	[illegible]	[illegible]	[illegible]
24	[illegible]	[illegible]	[illegible]
25	[illegible]	[illegible]	[illegible]
26	[illegible]	[illegible]	[illegible]
27	[illegible]	[illegible]	[illegible]
28	[illegible]	[illegible]	[illegible]
29	[illegible]	[illegible]	[illegible]
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32	[illegible]	[illegible]	[illegible]
33	[illegible]	[illegible]	[illegible]
34	[illegible]	[illegible]	[illegible]
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41	[illegible]	[illegible]	[illegible]
42	[illegible]	[illegible]	[illegible]
43	[illegible]	[illegible]	[illegible]
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45	[illegible]	[illegible]	[illegible]
46	[illegible]	[illegible]	[illegible]
47	[illegible]	[illegible]	[illegible]
48	[illegible]	[illegible]	[illegible]
49	[illegible]	[illegible]	[illegible]
50	[illegible]	[illegible]	[illegible]

LOT TABLE 51-100

LOT	WIDTH	DEPTH	AREA(SF)
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60	[illegible]	[illegible]	[illegible]
61	[illegible]	[illegible]	[illegible]
62	[illegible]	[illegible]	[illegible]
63	[illegible]	[illegible]	[illegible]
64	[illegible]	[illegible]	[illegible]
65	[illegible]	[illegible]	[illegible]
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68	[illegible]	[illegible]	[illegible]
69	[illegible]	[illegible]	[illegible]
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71	[illegible]	[illegible]	[illegible]
72	[illegible]	[illegible]	[illegible]
73	[illegible]	[illegible]	[illegible]
74	[illegible]	[illegible]	[illegible]
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87	[illegible]	[illegible]	[illegible]
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91	[illegible]	[illegible]	[illegible]
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94	[illegible]	[illegible]	[illegible]
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96	[illegible]	[illegible]	[illegible]
97	[illegible]	[illegible]	[illegible]
98	[illegible]	[illegible]	[illegible]
99	[illegible]	[illegible]	[illegible]
100	[illegible]	[illegible]	[illegible]

LOT TABLE 101-150

LOT	WIDTH	DEPTH	AREA(SF)
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106	[illegible]	[illegible]	[illegible]
107	[illegible]	[illegible]	[illegible]
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111	[illegible]	[illegible]	[illegible]
112	[illegible]	[illegible]	[illegible]
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115	[illegible]	[illegible]	[illegible]
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131	[illegible]	[illegible]	[illegible]
132	[illegible]	[illegible]	[illegible]
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134	[illegible]	[illegible]	[illegible]
135	[illegible]	[illegible]	[illegible]
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139	[illegible]	[illegible]	[illegible]
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142	[illegible]	[illegible]	[illegible]
143	[illegible]	[illegible]	[illegible]
144	[illegible]	[illegible]	[illegible]
145	[illegible]	[illegible]	[illegible]
146	[illegible]	[illegible]	[illegible]
147	[illegible]	[illegible]	[illegible]
148	[illegible]	[illegible]	[illegible]
149	[illegible]	[illegible]	[illegible]
150	[illegible]	[illegible]	[illegible]

LOT TABLE 151-200

LOT	WIDTH	DEPTH	AREA(SF)
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162	[illegible]	[illegible]	[illegible]
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164	[illegible]	[illegible]	[illegible]
165	[illegible]	[illegible]	[illegible]
166	[illegible]	[illegible]	[illegible]
167	[illegible]	[illegible]	[illegible]
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196	[illegible]	[illegible]	[illegible]
197	[illegible]	[illegible]	[illegible]
198	[illegible]	[illegible]	[illegible]
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200	[illegible]	[illegible]	[illegible]

LOT TABLE 201-250

LOT	WIDTH	DEPTH	AREA(SF)
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204	[illegible]	[illegible]	[illegible]
205	[illegible]	[illegible]	[illegible]
206	[illegible]	[illegible]	[illegible]
207	[illegible]	[illegible]	[illegible]
208	[illegible]	[illegible]	[illegible]
209	[illegible]	[illegible]	[illegible]
210	[illegible]	[illegible]	[illegible]
211	[illegible]	[illegible]	[illegible]
212	[illegible]	[illegible]	[illegible]
213	[illegible]	[illegible]	[illegible]
214	[illegible]	[illegible]	[illegible]
215	[illegible]	[illegible]	[illegible]
216	[illegible]	[illegible]	[illegible]
217	[illegible]	[illegible]	[illegible]
218	[illegible]	[illegible]	[illegible]
219	[illegible]	[illegible]	[illegible]
220	[illegible]	[illegible]	[illegible]
221	[illegible]	[illegible]	[illegible]
222	[illegible]	[illegible]	[illegible]
223	[illegible]	[illegible]	[illegible]
224	[illegible]	[illegible]	[illegible]
225	[illegible]	[illegible]	[illegible]
226	[illegible]	[illegible]	[illegible]
227	[illegible]	[illegible]	[illegible]
228	[illegible]	[illegible]	[illegible]
229	[illegible]	[illegible]	[illegible]
230	[illegible]	[illegible]	[illegible]
231	[illegible]	[illegible]	[illegible]
232	[illegible]	[illegible]	[illegible]
233	[illegible]	[illegible]	[illegible]
234	[illegible]	[illegible]	[illegible]
235	[illegible]	[illegible]	[illegible]
236	[illegible]	[illegible]	[illegible]
237	[illegible]	[illegible]	[illegible]
238	[illegible]	[illegible]	[illegible]
239	[illegible]	[illegible]	[illegible]
240	[illegible]	[illegible]	[illegible]
241	[illegible]	[illegible]	[illegible]
242	[illegible]	[illegible]	[illegible]
243	[illegible]	[illegible]	[illegible]
244	[illegible]	[illegible]	[illegible]
245	[illegible]	[illegible]	[illegible]
246	[illegible]	[illegible]	[illegible]
247	[illegible]	[illegible]	[illegible]
248	[illegible]	[illegible]	[illegible]
249	[illegible]	[illegible]	[illegible]
250	[illegible]	[illegible]	[illegible]

LOT TABLE 251-300

LOT	WIDTH	DEPTH	AREA(SF)
251	[illegible]	[illegible]	[illegible]
252	[illegible]	[illegible]	[illegible]
253	[illegible]	[illegible]	[illegible]
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255	[illegible]	[illegible]	[illegible]
256	[illegible]	[illegible]	[illegible]
257	[illegible]	[illegible]	[illegible]
258	[illegible]	[illegible]	[illegible]
259	[illegible]	[illegible]	[illegible]
260	[illegible]	[illegible]	[illegible]
261	[illegible]	[illegible]	[illegible]
262	[illegible]	[illegible]	[illegible]
263	[illegible]	[illegible]	[illegible]
264	[illegible]	[illegible]	[illegible]
265	[illegible]	[illegible]	[illegible]
266	[illegible]	[illegible]	[illegible]
267	[illegible]	[illegible]	[illegible]
268	[illegible]	[illegible]	[illegible]
269	[illegible]	[illegible]	[illegible]
270	[illegible]	[illegible]	[illegible]
271	[illegible]	[illegible]	[illegible]
272	[illegible]	[illegible]	[illegible]
273	[illegible]	[illegible]	[illegible]
274	[illegible]	[illegible]	[illegible]
275	[illegible]	[illegible]	[illegible]
276	[illegible]	[illegible]	[illegible]
277	[illegible]	[illegible]	[illegible]
278	[illegible]	[illegible]	[illegible]
279	[illegible]	[illegible]	[illegible]
280	[illegible]	[illegible]	[illegible]
281	[illegible]	[illegible]	[illegible]
282	[illegible]	[illegible]	[illegible]
283	[illegible]	[illegible]	[illegible]
284	[illegible]	[illegible]	[illegible]
285	[illegible]	[illegible]	[illegible]
286	[illegible]	[illegible]	[illegible]
287	[illegible]	[illegible]	[illegible]
288	[illegible]	[illegible]	[illegible]
289	[illegible]	[illegible]	[illegible]
290	[illegible]	[illegible]	[illegible]
291	[illegible]	[illegible]	[illegible]
292	[illegible]	[illegible]	[illegible]
293	[illegible]	[illegible]	[illegible]
294	[illegible]	[illegible]	[illegible]
295	[illegible]	[illegible]	[illegible]
296	[illegible]	[illegible]	[illegible]
297	[illegible]	[illegible]	[illegible]
298	[illegible]	[illegible]	[illegible]
299	[illegible]	[illegible]	[illegible]
300	[illegible]	[illegible]	[illegible]

LOT TABLE 301-350

LOT	WIDTH	DEPTH	AREA(SF)
301	[illegible]	[illegible]	[illegible]
302	[illegible]	[illegible]	[illegible]
303	[illegible]	[illegible]	[illegible]
304	[illegible]	[illegible]	[illegible]
305	[illegible]	[illegible]	[illegible]
306	[illegible]	[illegible]	[illegible]
307	[illegible]	[illegible]	[illegible]
308	[illegible]	[illegible]	[illegible]
309	[illegible]	[illegible]	[illegible]
310	[illegible]	[illegible]	[illegible]
311	[illegible]	[illegible]	[illegible]
312	[illegible]	[illegible]	[illegible]
313	[illegible]	[illegible]	[illegible]
314	[illegible]	[illegible]	[illegible]
315	[illegible]	[illegible]	[illegible]
316	[illegible]	[illegible]	[illegible]
317	[illegible]	[illegible]	[illegible]
318	[illegible]	[illegible]	[illegible]
319	[illegible]	[illegible]	[illegible]
320	[illegible]	[illegible]	[illegible]
321	[illegible]	[illegible]	[illegible]
322	[illegible]	[illegible]	[illegible]
323	[illegible]	[illegible]	[illegible]
324	[illegible]	[illegible]	[illegible]
325	[illegible]	[illegible]	[illegible]
326	[illegible]	[illegible]	[illegible]
327	[illegible]	[illegible]	[illegible]
328	[illegible]	[illegible]	[illegible]
329	[illegible]	[illegible]	[illegible]
330	[illegible]	[illegible]	[illegible]
331	[illegible]	[illegible]	[illegible]
332	[illegible]	[illegible]	[illegible]
333	[illegible]	[illegible]	[illegible]
334	[illegible]	[illegible]	[illegible]
335	[illegible]	[illegible]	[illegible]
336	[illegible]	[illegible]	[illegible]
337	[illegible]	[illegible]	[illegible]
338	[illegible]	[illegible]	[illegible]
339	[illegible]	[illegible]	[illegible]
340	[illegible]	[illegible]	[illegible]
341	[illegible]	[illegible]	[illegible]
342	[illegible]	[illegible]	[illegible]
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345	[illegible]	[illegible]	[illegible]
346	[illegible]	[illegible]	[illegible]
347	[illegible]	[illegible]	[illegible]
348	[illegible]	[illegible]	[illegible]
349	[illegible]	[illegible]	[illegible]
350	[illegible]	[illegible]	[illegible]

ROY'S PLACE

FLEET • FI…ER ENGINEERING INC.

4280 EAST CAMELBACK RD., … PHOENIX, ARIZONA 85018 • PH. (602) 264-3335

PRELI… ARY PLAT

SHEET 4

438-01

P:\pre-plat\438PP04.dwg 03/31/05 01:01:37 PM UMST

PRELIMINARY PLAT FOR

ROY'S PLACE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LOT TABLE 301-400

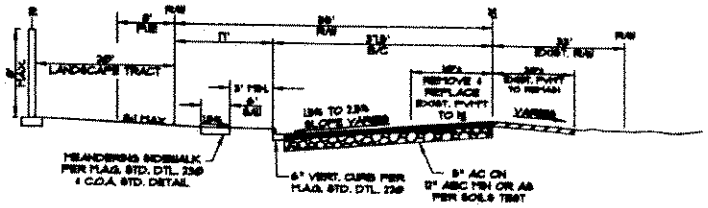
LOT	WIDTH	DEPTH	AREA(SF)
301	70.00'	130.00'	9,100
302	70.00'	130.00'	9,100
303	70.00'	130.00'	9,100
304	70.00'	130.00'	9,100
305	70.00'	130.00'	9,100
306	70.00'	130.00'	10,213
307	70.00'	130.00'	9,610
308	70.00'	130.00'	9,100
309	70.00'	130.00'	9,100
310	70.00'	130.00'	9,100
311	70.00'	130.00'	9,100
312	70.00'	130.00'	9,610
313	70.00'	130.00'	9,100
314	70.00'	130.00'	9,100
315	70.00'	130.00'	9,100
316	70.00'	130.00'	9,100
317	70.00'	130.00'	9,100
318	70.00'	130.00'	9,100
319	70.00'	130.00'	9,100
320	70.00'	130.00'	9,100
321	70.00'	130.00'	9,100
322	70.00'	130.00'	9,610
323	70.00'	133.00'	10,234
324	70.00'	130.00'	9,100
325	70.00'	130.00'	10,293
326	70.00'	130.00'	10,241
327	70.00'	130.00'	10,241
328	70.00'	143.00'	11,170
329	70.00'	147.00'	10,244
330	70.00'	130.00'	9,100
331	70.00'	130.00'	9,234
332	70.00'	143.00'	10,016
333	70.00'	133.00'	9,192
334	70.00'	133.00'	9,310
335	70.00'	130.00'	9,100
336	70.00'	130.00'	9,610
337	70.00'	110.00'	8,170
338	70.00'	136.00'	14,186
339	70.00'	130.00'	9,100
340	70.00'	130.00'	9,100
341	70.00'	130.00'	9,100
342	70.00'	130.00'	9,100
343	70.00'	130.00'	9,100
344	70.00'	130.00'	9,271
345	70.00'	130.00'	9,100
346	70.00'	130.00'	9,100
347	70.00'	130.00'	9,100
348	70.00'	130.00'	9,100
349	70.00'	130.00'	9,100
350	70.00'	130.00'	9,100

LOT TABLE 401-433

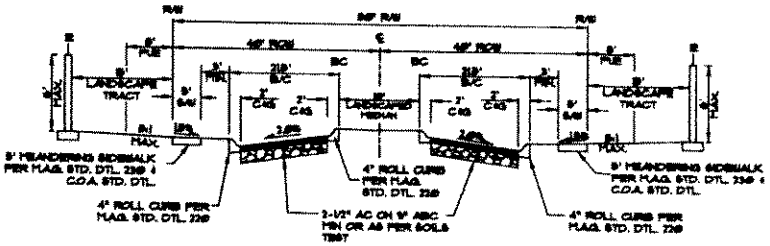
LOT	WIDTH	DEPTH	AREA(SF)
401	70.00'	130.00'	9,100
402	70.00'	130.00'	9,233
403	70.00'	130.00'	9,271
404	70.00'	130.00'	9,276
405	70.00'	130.00'	9,239
406	70.00'	130.00'	9,231
407	70.00'	130.00'	9,172
408	70.00'	130.00'	9,100
409	70.00'	130.00'	9,100
410	70.00'	130.00'	9,100
411	70.00'	130.00'	9,610
412	70.00'	131.00'	9,170
413	70.00'	130.00'	9,336
414	70.00'	130.00'	9,100
415	70.00'	130.00'	9,100
416	70.00'	130.00'	9,34
417	70.00'	130.00'	9,234
418	70.00'	130.00'	9,296
419	70.00'	130.00'	9,269
420	70.00'	130.00'	9,216
421	70.00'	130.00'	9,171
422	70.00'	131.00'	9,239
423	70.00'	131.00'	9,194
424	70.00'	131.00'	9,329
425	70.00'	131.00'	9,218
426	70.00'	130.00'	9,221
427	70.00'	130.00'	9,240
428	70.00'	130.00'	9,649
429	70.00'	130.00'	10,204
430	70.00'	131.00'	9,269
431	70.00'	130.00'	9,132
432	70.00'	130.00'	9,191
433	70.00'	131.00'	9,630
434	70.00'	130.00'	9,204
435	70.00'	133.00'	9,726
436	70.00'	130.00'	9,100

TRACT TABLE

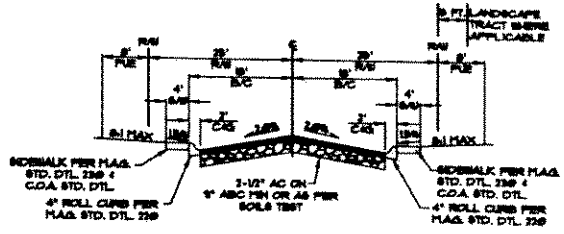
TRACT	USE	AREA SQ. FT.	AREA ACRES
'A'	LANDSCAPING	1,646	0.04
'B'	LANDSCAPING	18,401	0.41
'C'	LANDSCAPING	2,260	0.05
'D'	LANDSCAPING	12,525	0.30
'E'	LANDSCAPING	4,500	0.1
'F'	OPEN SPACE / RETENTION	75,000	1.91
'G'	OPEN SPACE / RETENTION	388,233	4.91
'H'	LANDSCAPING / RETENTION	126,650	2.91
'I'	LANDSCAPING / OPEN SPACE	42,986	0.98
'J'	LANDSCAPING	6,731	0.07
'K'	LANDSCAPING	2,318	0.05
'L'	LANDSCAPING	5,675	0.13
'M'	LANDSCAPING	3,239	0.07
'N'	LANDSCAPING	14,572	0.33
'O'	LANDSCAPING	46,254	1.06
'P'	LANDSCAPING / RETENTION	46,493	1.06
'Q'	LANDSCAPING / OPEN SPACE	281,671	6.47
'R'	LANDSCAPING	2,967	0.07
'S'	LANDSCAPING	4,716	0.10
'T'	LANDSCAPING	3,036	0.07
'U'	LANDSCAPING	9,123	0.21
'V'	LANDSCAPING / OPEN SPACE	5,661	0.13
'W'	LANDSCAPING / OPEN SPACE	28,067	0.64
'X'	LANDSCAPING	4,875	0.1
'Y'	LANDSCAPING	4,961	0.1
'Z'	LANDSCAPING	1,078	0.02
'AA'	LANDSCAPING	1,766	0.04
'BB'	LANDSCAPING / OPEN SPACE	27,984	0.64
'CC'	LANDSCAPING	28,964	0.66
'DD'	LANDSCAPING	5,514	0.13
'EE'	LANDSCAPING	1,077	0.02
'FF'	LANDSCAPING	1,883	0.05
'GG'	LANDSCAPING	10,188	0.23
TOTAL			24.83
TOTAL OPEN SPACE		646,649	9.49



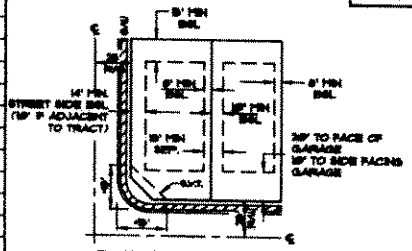
16TH AVENUE CROSS SECTION
LOOKING NORTH
N.T.S.



MARICOPA STREET
N.T.S.



TYPICAL RESIDENTIAL STREET CROSS SECTION
N.T.S.

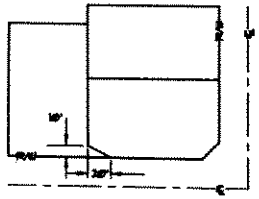


TYPICAL LOT LAYOUT
N.T.S.

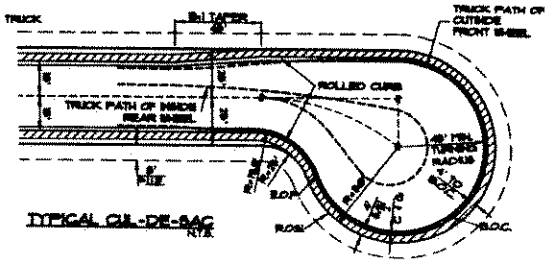
SIGHT VISIBILITY TRIANGLES*

LOCAL TO LOCAL	8' X 8'
LOCAL TO COLLECTOR	30' X 30'
COLLECTOR TO COLLECTOR	30' X 30'
COLLECTOR TO ARTERIAL	30' X 30'

* SITE VISIBILITY TRIANGLE (S.V.T.)



TYPICAL KEY LOT LAYOUT
N.T.S.



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

ROY'S PLACE

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PRELIMINARY PLAT

SHEET 5

438-01

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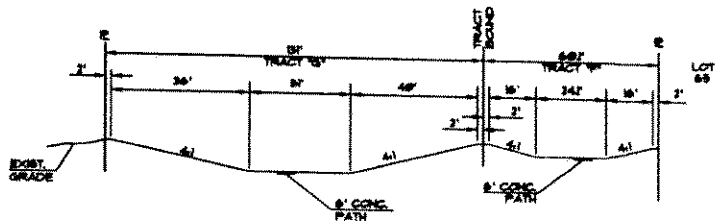
PRELIMINARY PLAT FOR

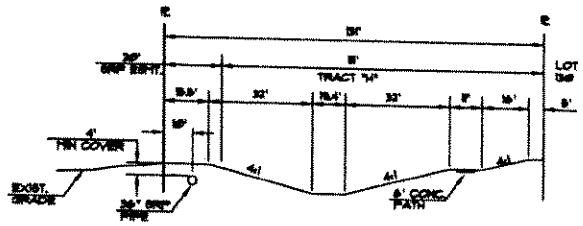
ROY'S PLACE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



SECTION A-A

N.T.S.



SECTION B-B

N.T.S.

* SEE SHEET 3 FOR SECTION LOCATIONS

ROY'S PLACE

FLEET • FIS[illegible]R ENGINEERING INC.

4756 EAST CAMELBACK RD., SU[illegible]K • PHOENIX, ARIZONA 85018 • PH. (602) 264-3339

PRELIM[illegible]ARY PLAT

SHEET 6

438-01

P:\pre-plat\1-738P06.dwg 03/31/05 01:03:19 PM LMST

Exhibit G

Planning and Building Services
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804
Phone: (623) 478-3330
Fax: (623) 478-3824
Website: www.avondale.org

City of Avondale

May 19, 2005

Mr. Carlton Beckstead
C/O Fleet Fisher Engineering
4250 E. Camelback Road, #410K
Phoenix, Arizona 85018

RE: Roy's Place PAD Preliminary Plat APPROVAL
Case Number PP-04-5

Mr. Beckstead,

I am pleased to inform you that on May 16, 2005 the City Council approved your request for preliminary plat approval for Roy's Place subject to the following twelve stipulations:

1. Development shall conform to the Roy's Place preliminary plat and conceptual landscape plan date stamped March 16, 2005 except as modified by these stipulations.
2. A note shall be placed on the final plat and in the CC&R's stating that two-story homes shall not be permitted on Lots 134-143, 165-193, 222-254, 297, and 298.
3. House products shall be reviewed and approved administratively prior to the issuance of a building permit and shall conform to the Roy's Place Design Criteria date stamped April 11, 2005.
4. The HOA shall maintain the adjacent right-of-way landscaping including the medians in Maricopa Street. This maintenance responsibility shall be noted on the final plat and in the CC&Rs.
5. Lots 298-306 and 316-330 shall not be included in a final plat until such time as the adjacent 30-foot property is rezoned to allow inclusion with the proposed subdivision. If the adjacent 30-foot property is not purchased and included in the development, these lots shall be reconfigured to meet all development standards of the PAD.
6. The developer shall coordinate the location of medians and driveway cuts in Maricopa Street with the Littleton School District prior to final improvement plan approval.
7. In accordance with ARS § 9-463, the property owner shall reserve the school site shown on sheet 2A of the preliminary plat if the school district determines that a school site is needed at the time of final plat approval.

8. The applicant shall obtain a CLOMR from FEMA to amend the existing floodplain limits prior to final plat approval and shall obtain a LOMR from FEMA prior to the issuance of a certificate of occupancy for any units within the affected area.
9. The relocation or abandonment of the SRP ditches along the western and eastern boundary of the project shall be resolved prior to final plat approval.
10. Prospective homebuyers shall be informed by affidavit of the proximity to the railroad to the south of the project. In addition, a map showing the location of the property in relation to the railroad shall be prominently displayed in the model home sales office.
11. Final Landscape Plans shall be reviewed and approved prior to approval of the final plat.
12. The applicant shall provide evidence that the lot distribution requirements of the PAD and Zoning Ordinance will be met both with and without the school site prior to final plat approval.

The next step in the development review process is to submit for final plat approval, final landscape plan approval, and finial improvement (engineering) plan approval. I have attached applications for both the final plat and final landscape plan reviews.

Please note that during the City Council meeting of May 16, 2005 the Council expressed concern that the landscaping along the south view wall adjacent to the drainage channel should be further enhanced. Please ensure that the final landscape plans take this concern into consideration and that trees be placed in such a way to help break-up the view of the adjacent industrial uses to the south. In addition, the Council requested that the baseball diamond in the primary recreation area be removed and replaced with a turf area for passive recreation.

I appreciate the opportunity to assist you through this process. Thank you for your time and attention.

Sincerely,

Anna Roedler
Planner II

number of lots or the open space significantly; however, the additional ground is necessary in order for the lots to meet the minimum requirements of the PAD ordinance. He noted the Planning Commission recommended approval of the request, subject to three stipulations and staff recommends approval subject to those same stipulations.

Mayor Drake opened the item up for public hearing. As no comments were made, he closed the public hearing.

Andrew McGuire, City Attorney, read Ordinance 1109-05 by title only.

Council Member Wolf moved to approve Ordinance 1109-05, subject to the following stipulations: 1) Development shall conform to the narrative date stamped March 1, 2005 except as modified by these stipulations; 2) All water rights shall be conveyed to the City of Avondale prior to the issuance of building permits; and 3) The amended PAD shall be subject to all stipulations of the original PAD approval (A-03-663); and correcting a typographical error referencing Lower Buckeye Road rather than Buckeye Road. Council Member Lopez-Rogers seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Rogers	Aye
Council Member Wolf	Aye
Council Member Carroll	Aye
Vice Mayor Lynch	Aye
Mayor Drake	Aye
Vacant Position	

Motion carried unanimously.

8) PRELIMINARY PLAT – ROY'S PLACE (PP-04-5)

A request for preliminary plat approval from Mr. Carlton Beckstead, Fleet Fischer Engineering, for Roy's Place, 140 acres located north of the northwest corner of 107th Avenue and Buckeye Road.

Dean Svoboda, Planning and Building Services Director, explained the Roy's Place PAD was approved by the City Council on December 15, 2003, includes over 140 acres, and allows a maximum of 442 single family lots at a gross density of 3.15 units per acre. He said the PAD approval established the amended development standards for the property, including eight foot and ten foot side yard setbacks, a 20 foot front yard setback if the garage fronts onto the street or 10 feet if the garage sides onto the street, and a 15 foot rear yard setback. He said there have been significant changes since the previous Council discussion; however, the proposed plat is very similar and meets the intent of the original.

He said the applicant is proposing a 436 lot subdivision with a gross density of 3.11 units per acre. He stated the lot sizes will range from over 7,200 square feet to 18,000 square feet and the average lot size will be over 8,500 square feet. He said all lots are a minimum of 63 feet wide and the three typical lots widths are 63 feet, 68 feet and 73 feet. He explained access to the subdivision will be provided by Maricopa Street, which will connect to the Star Light Trails subdivision to the west and 107th Avenue. He stated the large open space areas in the center of the plat and along the southern boundary will be maintained by the Homeowners Association and improved by the developer, noting they will include a number of amenities. He said the total amount of open space proposed is consistent with the original PAD and includes 24 acres or 17 percent of the total development. He noted of that open space, 11 percent is considered usable open space which exceeds the city's standard of 10 percent. He explained most of the retention will be handled in the central or southern open spaces; although other open space areas that also provide retention will be scattered throughout the development. He said a 20 foot landscape buffer is located along the west side of 107th Avenue and two open space areas are located along the northern perimeter, noting the center open space on the northern boundary will be used for retention and the westernmost open space on the northern boundary will be improved with a trail and ultimately provide access to the Civic Center and proposed city park. Mr. Svoboda explained, under state statute, the city has the ability to reserve a school site for one year from the date that the final plat is recorded. He said, however, if the school district does not purchase the site or reach agreement with the developer regarding the purchase of the site, the developer will have the right to develop the 16 acres set aside in the plat for the future school site. He stated the proposed school site is in a good location and offers flexibility in terms of access and parking. He said the site is acceptable to the Littleton School District and has been incorporated at their request. He pointed out, with the school site, the preliminary plat calls for 380 lots, with a density of 2.7 units per acre. He stated, in the event the school is developed, there will be a slight conflict with the requirements of the PAD zoning ordinance which requires no more than 40 percent of the lots be in any one category, explaining the project will have a percentage of 41 percent. He said, therefore, a stipulation has been added which will require some minor adjustments and the realignment of some of the lot lines. Mr. Svoboda said, while there are a number of details related to entry monuments and perimeter features, he can assure the Council they are all consistent with the approved PAD zoning. He stated the open space and trail system are also consistent with the intent of the original PAD zoning. With regard to previous discussions about the intersection that will be created where the school and park sites will be located, he said the applicant conducted a traffic study and determined warrants will be met; therefore, a four-way stop will be established. He said the landscaped median on Maricopa Road will be maintained by the Homeowners Association and appropriate measures have been taken to ensure the area currently located in the flood plain is removed from the flood plain prior to the issuance of any permits. He pointed out the usable open space increases by almost 1.5 percent if the school district purchases the school site.

Mr. Svoboda reported the Planning Commission recommended approval, subject to 12 stipulations and staff recommends approval subject to those same stipulations. He noted the Planning Commission debated whether or not a screen wall should be built along the southern boundary of the property to mitigate the presence of the industrial properties to the south.

Vice Mayor Lynch said the city usually imposes a stipulation that requires all exterior walls and landscaping be done in Phase I, asking if a similar stipulation has been applied to the subject case. Mr. Svoboda said that was stipulated with the PAD zoning and the stipulation will carry through final plat review and approval.

Vice Mayor Lynch suggested adding stipulations concerning notice to potential homeowners of certain aspects of the area, including lighting in the city park, the existing Pubic Safety facility, the presence of the amphitheater and the noise that could emanate from the amphitheater, and the possibility of a future school site. Mr. Svoboda said a portion of Vice Mayor Lynch's concerns are covered by the PAD, specifically through Stipulation 13 which requires homebuyers to be informed by affidavit of the proximity of the active railroad, the industrial uses south of the project and the Avondale Civic Center. He said they will address the concern about the school site at the time of final plat review and approval, suggesting they include a note on the plat at that time.

Vice Mayor Lynch expressed her opinion replacing the existing chain link fence along the south boundary with a wall would help reduce the amount of trash collected by the fence and mitigate noise created by the railroad. Mr. Svoboda explained the original intent of the drainage channel and open space was to provide the necessary land use buffer to separate the uses. He stated the width of the channel at 126 feet and the distance to the railroad tracks of 250 feet was thought to be sufficient. He said their primary concern about a perimeter wall on the south side of the channel, in addition to the cost, is the cost to the future Homeowner's Association of maintaining the wall. He stated, furthermore, the distance between the wall and the residential lots could make the wall an attractive target for vandalism.

Vice Mayor Lynch asked if staff has imposed any stipulations with regard to lights on garages. Mr. Svoboda said the Design Guidelines For Residential Development do not typically come back before Council but because of uncertainties at the time the PAD zoning was approved, it was stipulated that Council would have the opportunity to review some specific design guidelines for the subject development. He said the design guidelines state normal lighting outside the front door will be provided and that upgraded lighting and wall lighting on the garages may be offered as an option. He stated, while the city encourages the use of wall lights on garages, home builders prefer not to place wall lights on every garage for the sake of avoiding monotony.

Vice Mayor Lynch asked if the name of the subdivision will eventually be changed as was previously implied by the developer. Carlton Beckstead, applicant's representative, explained the name was given as a gesture towards the man who lived on and farmed the land for the past 50 years and recently passed away. He said it is the developer's intention to keep the name until such time as he sells the property.

Councilman Carroll asked why the potential school site was selected and how does it differ in size from the area designated for a park site. Mr. Svoboda explained the proposed school site is slightly over 16 acres, whereas the park site measures only about six acres. He said the size of the site follows the Littleton School District's prototype for the type of facility they foresee for the future. Councilman Carroll asked if any consideration was given to move the site more towards the center of the development to limit the need for busing. Mr. Svoboda said the applicant had extensive discussions with the school district about the appropriate location for the school site, noting it was originally proposed for the southeast corner adjacent to 107th Avenue. He stated the applicant worked with city staff and the school district to move the school site to its present location. He explained, typically, they would try to locate the school in the center of the section with collector streets in all directions. He said, however, the decision was made many years ago to abandon that concept for this section of the city and, as a result, there is no through connection from the north to the south or from the east to the west. He said, based on his discussions with the school district, it is basically a given that students will be bused to the school because no provision was made for a school in the Roosevelt Park PAD. He expressed his opinion the proposed site represents the preferred location, in terms of both vehicular and pedestrian access. Councilman Carroll asked staff to note that on future cases Council prefers the school to be located in the center of the development to cut down on the cost of transportation and increase the safety of the children. Mr. Svoboda pointed out most of the area north of Lower Buckeye Road has already been committed for development, stating staff has had multiple discussions with the school district and developers to coordinate the street system and proper location of the schools.

Mayor Drake explained the proposed school site was selected, at least in part, because of the presence of the east/west collector street.

Council Member Wolf said he prefers the proposed school site to the original location. He asked if the homes that look out onto the retention area will have open backyard fences. He also asked if the homes will be one or two story. Mr. Svoboda stated the PAD zoning allows a combination of one and two story homes, with the exception of certain restrictions along 107th Avenue, but they will not know what the product will be until a final developer is selected for the site. He said the original PAD included the concept of a view fence along the southern lots that open to the drainage area which is intended to be an amenity. He cautioned against walling the open area off on both sides for reasons of safety. He acknowledged the view fencing will lessen the amount of noise

mitigation and privacy; pointing out; however, the drainage channel is 126 feet wide and at sub-grade in relation to the finished lots. Council Member Wolf said his concern is related to aesthetic control given the proximity of the industrial development and a cell tower. He expressed his opinion a fence located 200 feet away will do little to control the view shed. He asked how dense is the landscaping across the back of the properties expected to be and could the view sheds be controlled through landscape design. Mr. Beckstead explained the landscaping will be similar to that at C.W. Ranch, stating the trees and shrubs, once matured, will offer a visual barrier to the industrial development to the south. He pointed out the drainage channel, except along the eastern half, is actually wider than 126 feet. He said they would prefer to leave the decision up to the homebuilders who know the market best. He suggested leaving the open space open to the south will eventually help improve the quality of the industrial area. Council Member Wolf expressed his opinion trees along the south side will not do anything to obscure the view shed for several years. He agreed a wall presents potential problems as well as benefits. Mr. Svoboda noted one of the stipulations requires perimeter fences and the landscape plan to come back for final review. He said he is confident they can landscape the area appropriately to enhance the buffer along the north property line.

Council Member Lopez-Rogers expressed concern that the baseball field planned next to the school will be used by people outside the community.

Mayor Drake agreed, suggesting they leave it as open space. Mr. Beckstead said they do not envision the field as being a developed ball field and are open to the idea of leaving the area as an open passive recreation area. Mr. Svoboda explained the applicant's plan for a ball field was in response to comments made during the initial PAD hearing that more amenities needed to be offered for teenagers and adults. He suggested they replace the ball field with a multi-purpose field. Mayor Drake said he would prefer to the leave the space open. Mr. Svoboda stated the issue will be addressed when the final landscape plans come in for review.

Council Member Lopez-Rogers moved to approve Case No. PP-04-5, subject to the following stipulations: 1) Development shall conform to the Roy's Place preliminary plat and conceptual landscape plan date stamped March 16, 2005 except as modified by these stipulations; 2) A note shall be placed on the final plat ad in the CC&Rs stating that two-story homes shall not be permitted on Lots 134-143, 165-193, 222-254, 297 and 298; 3) House products shall be reviewed and approved administratively prior to the issuance of a building permit and shall conform to the Roy's Place Design Criteria date stamped April 11, 2005; 4) The HOA shall maintain the adjacent right-of-way landscaping including the medians in Maricopa Street. This maintenance responsibility shall be noted on the final plat and in the CC&Rs; 5) Lots 298-306 and 316-330 shall not be included in a final plat until such time as the adjacent 30 foot property is rezoned to allow inclusion with the proposed subdivision. If the adjacent 30-foot property is not purchased and included in the development, these lots shall be reconfigured to meet all development

standards of the PAD; 6) The developer shall coordinate the location of medians and driveway cuts in Maricopa Street with the Littleton School District prior to final improvement plan approval; 7) In accordance with ARS §9-463, the property owner shall reserve the school site shown on sheet 2A of the preliminary plat if the school district determines that a school site is needed at the time of final plat approval; 8) The applicant shall obtain a CLOMR from FEMA to amend the existing floodplain limits prior to final plat approval and shall obtain a LOMR and FEMA prior to the issuance of a certificate of occupancy for any units within the affected area; 9) The relocation or abandonment of the SRP ditches along the western and eastern boundary of the project shall be resolved prior to final plat approval; 10) Prospective homebuyers shall be informed by affidavit of the proximity to the railroad to the south of the project. In addition, a map showing the location of the property in relation to the railroad shall be prominently displayed in the model home sales office; 11) Final landscape plans shall be reviewed and approved prior to approval of the final plat; and 12) The applicant shall provide evidence that the lot distribution requirements of the PAD and Zoning Ordinance will be met both with and without the school site prior to final plat approval. Councilman Carroll seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Rogers	Aye
Council Member Wolf	Aye
Council Member Carroll	Aye
Vice Mayor Lynch	Aye
Mayor Drake	Aye
Vacant Position	

Motion carried unanimously.

9) MASTER SITE PLAN – TERRAZONA SHOPPING CENTER AND FINAL SITE PLAN FOR BUILDINGS 1 AND 2 (DR-05-5)

A request from Mr. Lance Baker for Master Site Plan approval for a neighborhood shopping center and Final Site Plan approval for Buildings 1 and 2, 5.62 acres located at the northwest corner of Lower Buckeye Road and 107th Avenue.

Dean Svoboda, Planning and Building Services Director, explained the request is for approval of both the Master Site Plan for a neighborhood shopping center and final site plan approval for two of the buildings. He said a majority of the surrounding area has been developed and in July 2003 City Council approved a site plan for a portion of the subject property. He said it was known at that time that the applicant, CVS Pharmacy, did not intend to develop a neighborhood center and were simply interested in a 13,000 square foot building on a portion of the site. He explained staff worked with the

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA
OWNER: APEXCAPITAL FUND 1, LLC

LEGAL

THAT CERTAIN PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION;

THENCE SOUTH 00 DEGREES 12 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2270.72 FEET TO THE NORTH LINE OF THE SOUTH 353.00 FEET OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 678.13 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST 20.00 FEET TO THE NORTH LINE OF THE SOUTH 333.00 OF SAID EAST HALF;

THENCE NORTH 89 DEGREES 51 MINUTES 07 SECONDS WEST ALONG SAID LAST MENTIONED NORTH LINE A DISTANCE OF 1932.20 FEET TO THE WEST LINE OF SAID EAST HALF;

THENCE NORTH 00 DEGREES 16 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 2288.38 FEET, SAID WEST LINE ALSO BEING THE EAST LINE OF "C.W. RANCH" AND "C.W. RANCH 2" AS SHOWN ON THE FINAL PLATS OF SAID "C.W. RANCH" AND "C.W. RANCH 2" AS RECORDED IN BOOK 673, PAGE 16, AND BOOK 740, PAGE 40 RESPECTIVELY OF THE RECORDS OF SAID COUNTY, TO THE CENTER SAID OF SECTION;

THENCE NORTH 00 DEGREES 16 MINUTES 36 SECONDS WEST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 63.02 FEET TO THE SOUTHWEST CORNER OF "ROOSEVELT PARK UNIT 1" AS SHOWN ON SHEET 8 OF 8 OF THE FINAL PLAT OF SAID "ROOSEVELT PARK UNIT 1" RECORDED IN BOOK 716, PAGE 47 OF THE RECORDS OF SAID COUNTY;

THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF SAID "ROOSEVELT PARK UNIT 1" THE FOLLOWING COURSES AND DISTANCES:

NORTH 86 DEGREES 57 MINUTES 38 SECONDS EAST, A DISTANCE OF 30.71 FEET;

THENCE NORTH 42 DEGREES 45 MINUTES 09 SECONDS EAST, A DISTANCE OF 13.14 FEET;

THENCE NORTH 87 DEGREES 17 MINUTES 09 SECONDS EAST A DISTANCE OF 1615.62;

THENCE NORTH 86 DEGREES 57 MINUTES 39 SECONDS EAST 958.19 FEET TO SAID EAST LINE;

THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING.

NOTES:

1. ALL LANDSCAPING WITHIN THE COLLECTOR, ARTERIAL, AND LOCAL STREET RIGHT-OF-WAY (INCLUDING MEDIANS) IS TO BE MAINTAINED BY THE ROY'S PLACE HOMEOWNERS ASSOCIATION.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD. WIRE OR REMOVABLE SECTION TYPE FENCING.

3. ALL NEW AND RELOCATED UTILITIES, INCLUDING STREET LIGHT CIRCUITS AND ELECTRIC LINES UP TO AND INCLUDING 12.5 K.V. INSTALLED WITH THIS DEVELOPMENT, SHALL BE PLACED UNDERGROUND AS CONDITIONED UPON A PERMIT ISSUED BY THE CITY OF AVONDALE CITY ENGINEER.

4. ALL ELECTRIC AND COMMUNICATION LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING THE 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. THE ROY'S PLACE HOMEOWNERS ASSOCIATION MUST TAKE CORRECTIVE ACTION TO BRING THE BASINS INTO COMPLIANCE.

8. NO STRUCTURE OF ANY KIND WILL BE CONSTRUCTED ON OR OVER OR PLACED WITHIN WATER, SEWER OR PUBLIC UTILITY EASEMENTS, EXCEPT WOOD, WIRE OR REMOVABLE TYPE FENCING. THE CITY OF AVONDALE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.

9. NO STRUCTURES OF ANY KIND WILL BE CONSTRUCTED, NOR ANY VEGETATION BE PLANTED OR ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT EXCEPT FOR NATIVE PLANT MATERIAL, WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH SAID EASEMENTS. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENT. THE CITY OF AVONDALE MAY, IF IT SO DESIRES, CONSTRUCT AND/OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND IN THE EASEMENT AREAS.

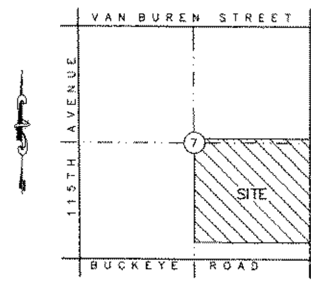
10. A HOMEOWNERS ASSOCIATION WILL BE FORMED WHICH WILL OWN AND MAINTAIN ALL COMMON AREAS.

11. NO TWO STORY SINGLE FAMILY RESIDENCES SHALL BE PERMITTED ON LOTS 134-143, 165, 166, 190-193, 222-224, 252-254, 297 AND 298.

12. THIS FINAL PLAT IS IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PRELIMINARY PLAT.

13. THIS PROPERTY IS WITHIN THE VICINITY OF A PUBLIC AMPHITHEATER, A PROPOSED PUBLIC PARK, A PROPOSED SCHOOL SITE, A FUTURE CITY PARK, A PRIVATE PARK, AN EXISTING 69 KV POWER LINE AND OPERATING RAILROAD TRACKS AND NOISE AND LIGHTING WHICH COULD EMANATE FROM SAID FACILITIES MAY AFFECT THIS DEVELOPMENT.

14. THIS PROPERTY IS WITHIN THE VICINITY OF A S.R.P. HIGH POWER TRANSMISSION LINE CORRIDOR.



VICINITY MAP
no scale

SHEET INDEX

1 – DEDICATION, APPROVALS, NOTES, VICINITY MAP, SITE DATA
2 – LEGEND, KEY MAP AND DETAILS TRACT TABLE
3 – PLAT
4 – PLAT
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8 – PLAT
9 – PLAT
10 – PLAT
11 – LINE TABLES
12 – LINE & CURVE TABLES
13 – LOT TABLES

DEVELOPER:
APEXCAPITAL MANGEMENT 1, LLC
6900 EAST 2ND STREET
SUITE 1000
SCOTTSDALE, AZ. 85251
PHONE (480) 685-7760
FAX (480) 874-0678
CONTACT: STEPHEN J. KIEFER

UTILITIES:
WATER – CITY OF AVONDALE
SEWER – CITY OF AVONDALE
REFUSE COLLECTION – CITY OF AVONDALE
FIRE PROTECTION – CITY OF AVONDALE
POLICE PROTECTION – CITY OF AVONDALE
ELECTRIC – SALT RIVER PROJECT
TELEPHONE – QWEST COMMUNICATIONS
GAS – SOUTHWEST GAS CORPORATION

PREPARED BY:
FLEET – FISHER ENGINEERING, INC.
4250 E. CAMELBACK ROAD
SUITE 410K
PHOENIX, AZ. 85018
PHONE (602) 264-3335
RONALD C. FISHER, P.E., R.L.S.
REGISTRATION NUMBER – #16533
FRED E. FLEET, P.E.
REGISTRATION NUMBER – #16237

CITY OF AVONDALE PLANNING AND [illegible] SERVICES DEPARTMENT OCT 2 3 2006

100 YEAR ASSURED WATER SUPPLY
THE AREA PLATTED HEREON LIES WITHIN THE WATER SERVICE AREA OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

SITE DATA		
GROSS AREA	6,267,370.06 SQ. FT.	143.88 AC.
PUBLIC RIGHT OF WAY	1,288,493.20 SQ. FT.	29.58 AC.
NET AREA	4,978,876.86 SQ. FT.	114.30 AC.
STREET LENGTHS	21,552 LINEAR FT.	
TOTAL LOTS	379	
DENSITY (GROSS)	2.6 D.U. / ACRE	
DENSITY (NET)	3.3 D.U. / ACRE	
EXISTING ZONING	P.A.D.	
TRACT "CC"	702,105.35 SQ. FT.	16.12 AC.
TOTAL TRACT AREA *	1,013,687.76 SQ. FT.	23.27 AC.

* SEE SHEET 2 OF 13 FOR TRACT TABLES

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA. THIS ______ DAY OF ______ ,2006

MAYOR ______ DATE

ATTEST, CITY CLERK ______ DATE

CITY ENGINEER ______ DATE

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT APEXCAPITAL FUND 1, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, DECLARANT, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ROY'S PLACE" A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ROY'S PLACE" AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF THE LOTS, STREETS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME OR LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT APEXCAPITAL FUND 1, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, DECLARANT, AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND THE PUBLIC EASEMENTS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

TRACTS "A" THRU "BB" ARE DECLARED AS OPEN SPACE FOR THE PURPOSE OF STORM WATER RETENTION AND LANDSCAPING. THESE TRACTS WILL BE OWNED AND MAINTAINED BY THE "ROY'S PLACE HOMEOWNERS ASSOCIATION."

TRACT "CC" IS RESERVED AS A SCHOOL SITE AS PER ARS 9-463-01E. THE SCHOOL DISTRICT FOR WHOSE BENEFIT TRACT "CC" HAS BEEN RESERVED SHALL HAVE A PERIOD OF ONE (1) YEAR AFTER THE RECORDING OF THIS FINAL SUBDIVISION PLAT TO ENTER TO AN AGREEMENT TO ACQUIRE TRACT "CC". THE DEVELOPER MAY SUBDIVIDE TRACT "CC" AFTER THE RESERVATION PERIOD HAS EXPIRED AS PER THE APPROVED PRELIMINARY PLAT FOR "ROY'S PLACE".

TRACTS "DD" DECLARED AS A PRIVATE PARK AND OPEN SPACE FOR THE PURPOSE OF STORM WATER RETENTION AND LANDSCAPING. THIS TRACT WILL BE OWNED AND MAINTAINED BY THE "ROY'S PLACE HOMEOWNERS ASSOCIATION."

SIGHT VISIBILITY TRIANGLES ARE HEREBY DECLARED AS SHOWN.

APEXCAPITAL FUND 1, LLC.,
AN ARIZONA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF:

APEXCAPITAL FUND 1, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, DECLARANT, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF STEPHEN J. KIEFER, THE MANAGER OF APEXCAPITAL MANAGEMENT 1 L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF APEXCAPITAL FUND 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THEREUNTO DULY AUTHORIZED
THIS ______ DAY OF ______ OF 2006.

BY ______
STEPHEN J. KIEFER, MANAGER

ACKNOWLEDGMENT:

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS THE ______ DAY OF ______, 2006 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED STEPHEN J. KEIFER, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF APEXCAPITAL MANAGEMENT 1, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF APEXCAPITAL FUND 1, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, DECLARANT, AS OWNER AND BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF:

I HERE UNTO SET MY HAND & OFFICIAL SEAL

BY: ______ NOTARY PUBLIC ______ MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATION
THIS IS TO CERTIFY THAT THE SURVEY AND DIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2006, THAT THIS SURVEY IS COMPLETE AS SHOWN, THAT THE MONUMENTS AND LOT CORNERS SHOWN ACTUALLY EXIST OR WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RONALD C. FISHER, P.E., R.L.S. #16533

FLEET • FISHER ENGINEERING INC.
4250 EAST CAMELBACK RD. SUITE 410-K PHOENIX, AZ 85018 PH.(602) 264-3335

GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	1 OF 13

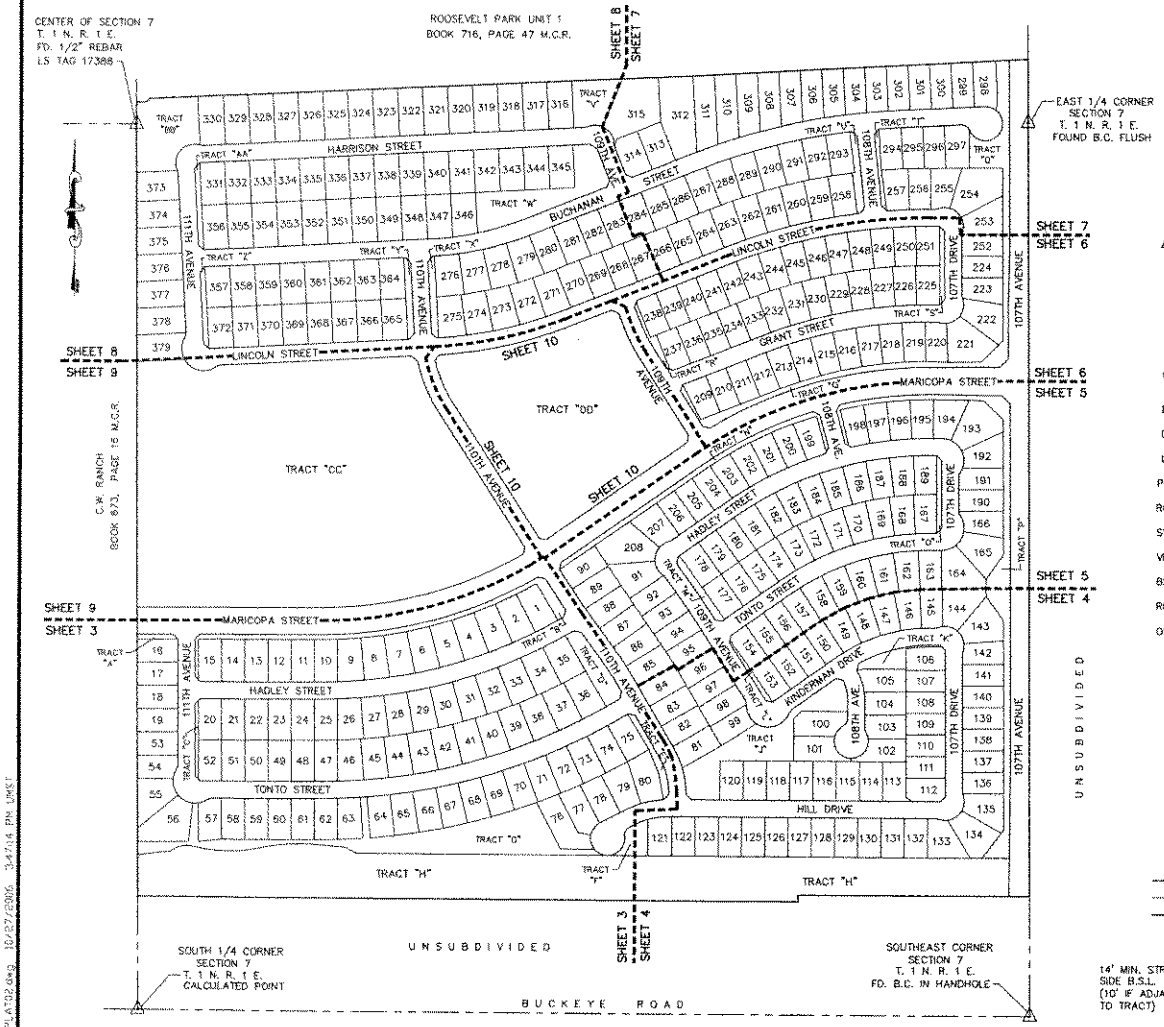
ENGINEER'S COPY

Exhibit I

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

ENGINEER'S COPY



KEY MAP
N.T.S.

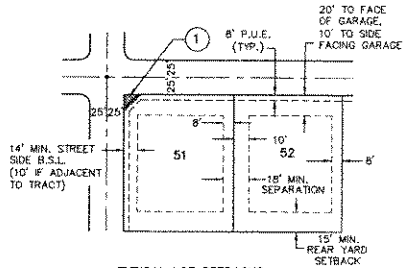
LEGEND:

△	FOUND OR SET MONUMENT AT SECTION OR 1/4 CORNER PER M.A.G. STD. DET. 120-1 TYPE "A"
⊙	SET MONUMENT PER M.A.G. STD. DET. 120-1 TYPE "C" (CORNER OF SUBDIVISION). TO BE USED IN UNPAVED AREAS.
•	STREET CENTERLINE MONUMENTATION, SET B.C. PER M.A.G. STD. DET. 120-1 TYPE "B". TO BE USED IN PAVED AREAS
◉	SET OR FOUND MONUMENT PER M.A.G. STD. DET. 120-1 TYPE "C" (CORNER OF SUBDIVISION)
BC	BRASS CAP
DE	DRAINAGE EASEMENT
LE	LANDSCAPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT OF WAY
SVT	SIGHT VISIBILITY TRIANGLE
VNE	VEHICULAR NON-ACCESS EASEMENT
BSL	BUILDING SETBACK LINE
RET	STORM WATER RETENTION
OS	OPEN SPACE (ACTIVE)

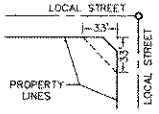
TRACT TABLE

TRACT	USE	AREA	
TRACT "A"	LANDSCAPING	1,687.82 SQ. FT.	0.039 AC.
TRACT "B"	LANDSCAPING	20,406.52 SQ. FT.	0.468 AC.
TRACT "C"	LANDSCAPING	2,200.00 SQ. FT.	0.051 AC.
TRACT "D"	LANDSCAPING	12,925.07 SQ. FT.	0.297 AC.
TRACT "E"	LANDSCAPING	4,771.42 SQ. FT.	0.110 AC.
TRACT "F"	LANDSCAPING	6,715.81 SQ. FT.	0.154 AC.
TRACT "G"	LANDSCAPING, RET, OS	72,283.93 SQ. FT.	1.659 AC.
TRACT "H"	LANDSCAPING, RET, DRAINAGE AND OS	329,368.70 SQ. FT.	7.561 AC.
TRACT "J"	LANDSCAPING, RET, OS	42,725.89 SQ. FT.	0.981 AC.
TRACT "K"	LANDSCAPING	6,727.04 SQ. FT.	0.15[illegible]
TRACT "L"	LANDSCAPING	2,208.86 SQ. FT.	0.05[illegible]
TRACT "M"	LANDSCAPING	4,681.20 SQ. FT.	0.107
TRACT "N"	LANDSCAPING	14,344.70 SQ. FT.	0.329 AC.
TRACT "O"	LANDSCAPING	3,213.22 SQ. FT.	0.074 AC.
TRACT "P"	LANDSCAPING, RET.	45,314.21 SQ. FT.	1.040 AC.
TRACT "Q"	LANDSCAPING, RET., & EMERGENCY ACCESS EASEMENT	46,793.26 SQ. FT.	1.074 AC.
TRACT "R"	LANDSCAPING	2,967.27 SQ. FT.	0.068 AC.
TRACT "S"	LANDSCAPING	3,085.52 SQ. FT.	0.071 AC.
TRACT "T"	LANDSCAPING	2,728.89 SQ. FT.	0.063 AC.
TRACT "U"	LANDSCAPING	5,044.47 SQ. FT.	0.116 AC.
TRACT "V"	LANDSCAPING, OS	15,668.74 SQ. FT.	0.360 AC.
TRACT "W"	LANDSCAPING, RET, OS	35,733.25 SQ. FT.	0.820 AC.
TRACT "X"	LANDSCAPING	4,575.06 SQ. FT.	0.105 AC.
TRACT "Y"	LANDSCAPING	4,503.22 SQ. FT.	0.103 AC.
TRACT "Z"	LANDSCAPING	3,375.00 SQ. FT.	0.077 AC.
TRACT "AA"	LANDSCAPING	3,600.00 SQ. FT.	0.083 AC.
TRACT "BB"	LANDSCAPING, RET, OS	34,388.78 SQ. FT.	0.789 AC.
TRACT "CC"	N/A	702,105.35 SQ. FT.	16.118 AC.
TRACT "DD"	PARK SITE, RET, OS	281,649.91 SQ. FT.	6.466 AC.
TOTAL		1,013,687.76 SQ. FT.	23.271 AC.

TRACT "I" IS NOT USED
TRACT "CC" NOT INCLUDED IN TRACT TOTAL OR OPEN SPACE
TRACTS "BB", "DD", "G", "J", "V", "W" & A PORTION OF TRACT "H" QUALIFY AS ACTIVE OPEN SPACE (OS) FOR A TOTAL OF 681,660 SQ. FT. OR 15.65 ACRES



TYPICAL LOT SETBACKS
N.T.S.



SIGHT VISIBILITY TRIANGLE (1)
N.T.S.

ALL STRUCTURES AND LANDSCAPING WITHIN THESE VISIBILITY EASEMENTS SHALL HAVE A 3' MAXIMUM HEIGHT.

FLEET • FISHER
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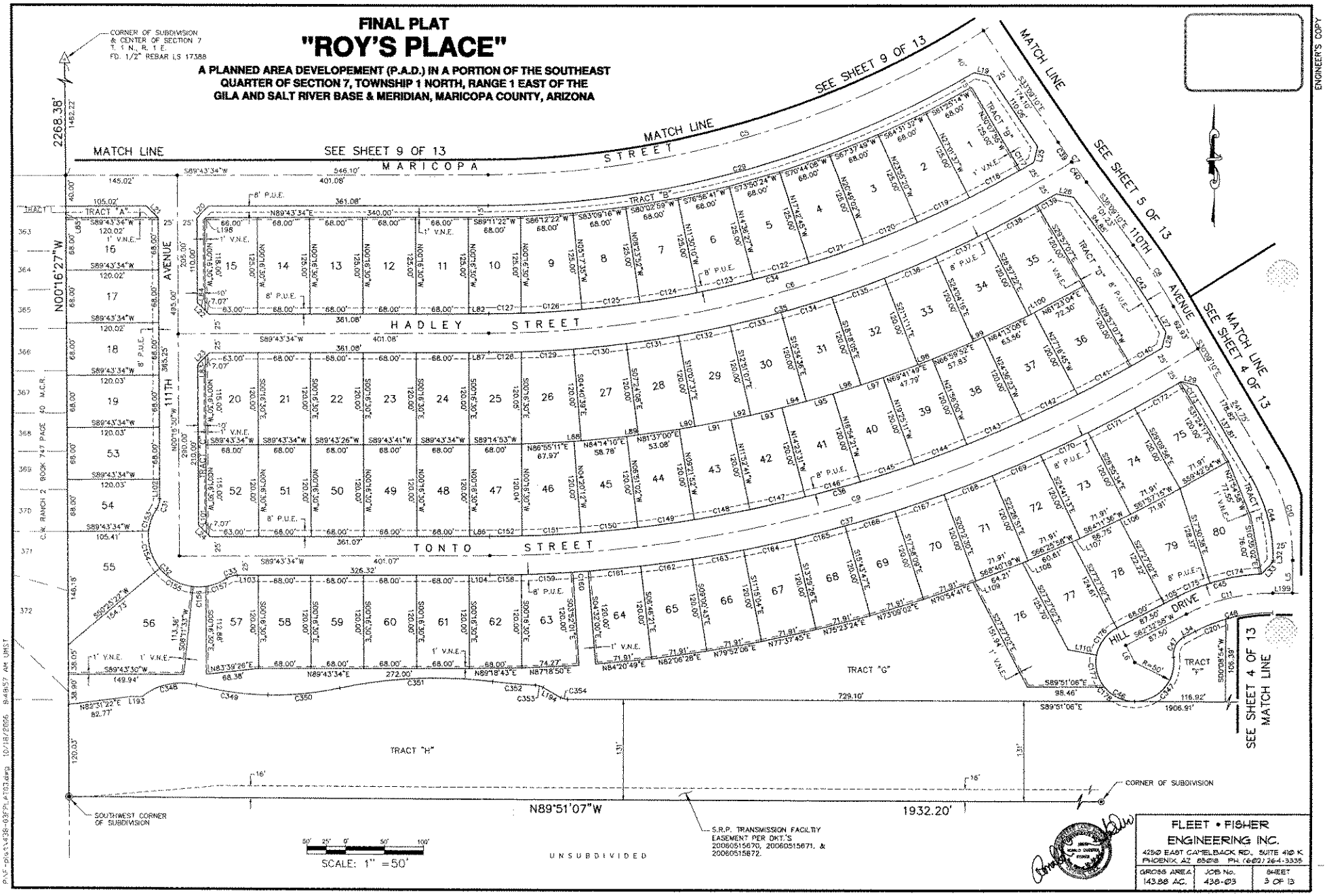
GROSS AREA	JOB No.	SHEET
143.88 AC.	458-03	2 OF 13

PAGE: pg1x1x38 JOB:PLAT02.dwg 10/27/2005 3:47:14 PM LMSET

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPEMENT (P.A.D.) IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



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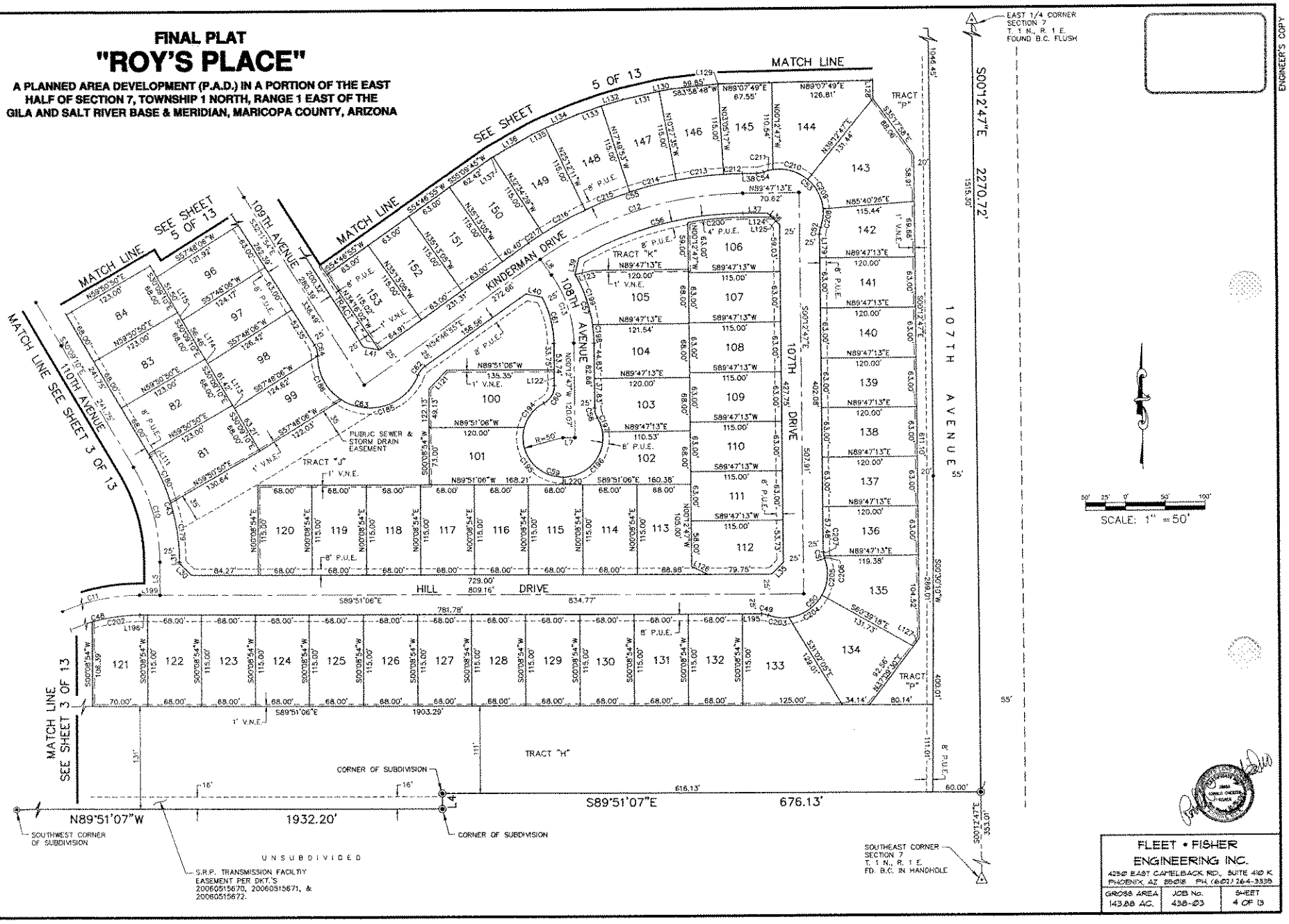
PHOENIX, AZ 85018 PH. (602) 264-3335

GROSS AREA	JOB No.	SHEET
143.88 AC.	436-03	3 OF 13

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



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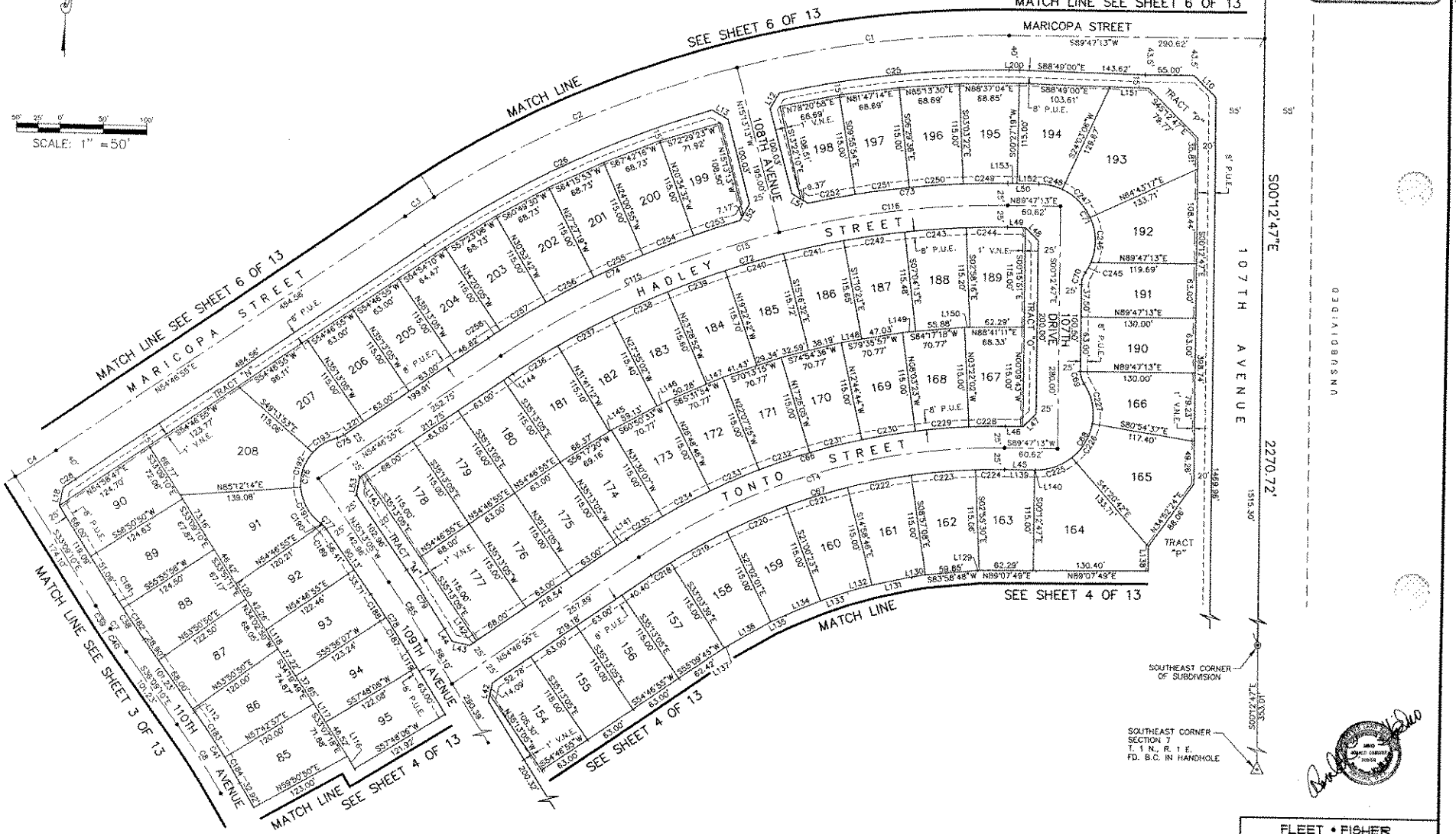
PHOENIX, AZ 85018 PH. (602) 264-3338

GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	4 OF 13

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

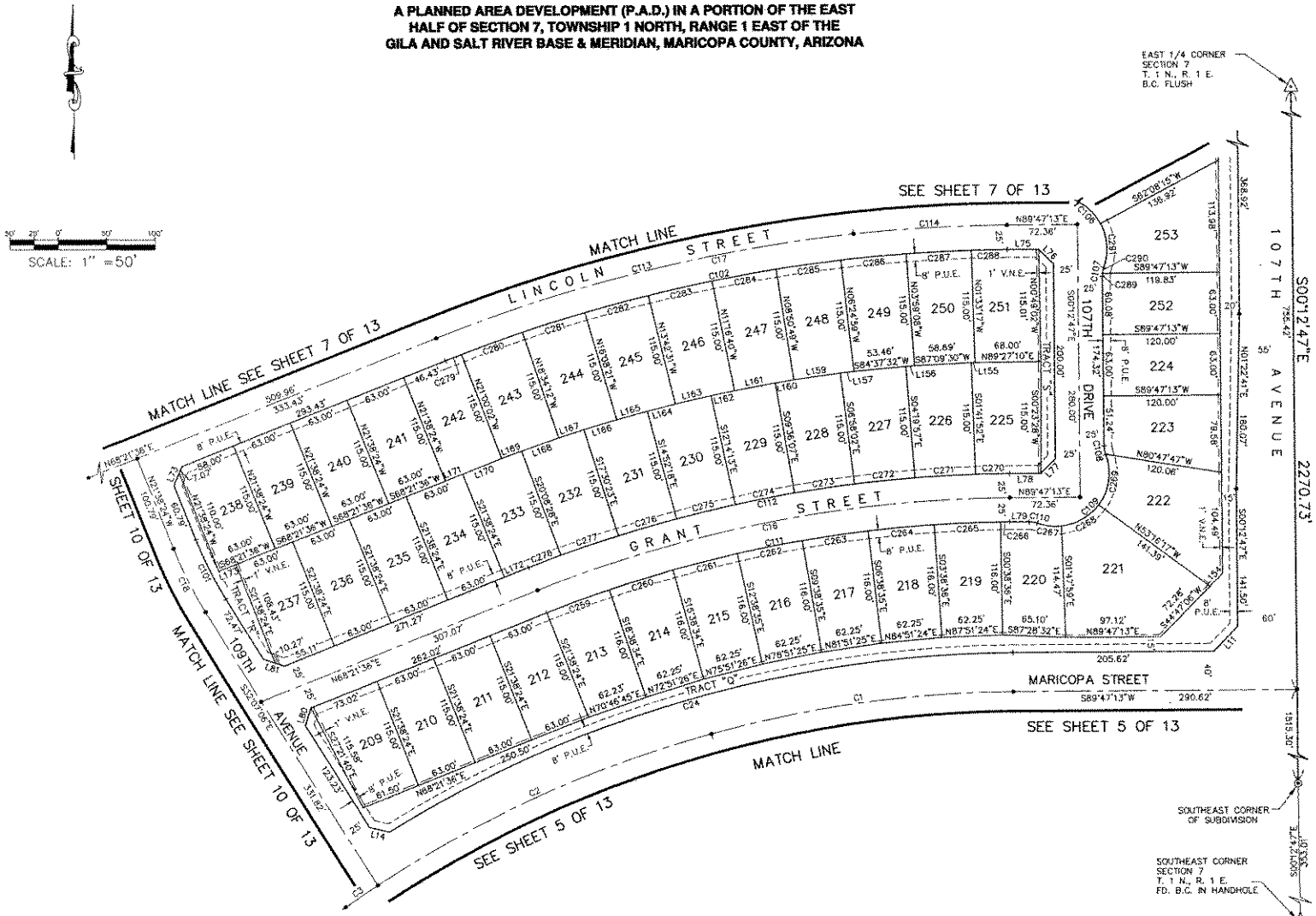


ENGINEER'S COPY

FLEET • FISHER ENGINEERING INC.		
4250 EAST CAMELBACK RD., SUITE 410 K PHOENIX, AZ 85018 PH. (602) 264-3339		
GROSS AREA 143.88 AC.	JOB No. 438-03	SHEET 5 OF 13

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



ENGINEER'S COPY

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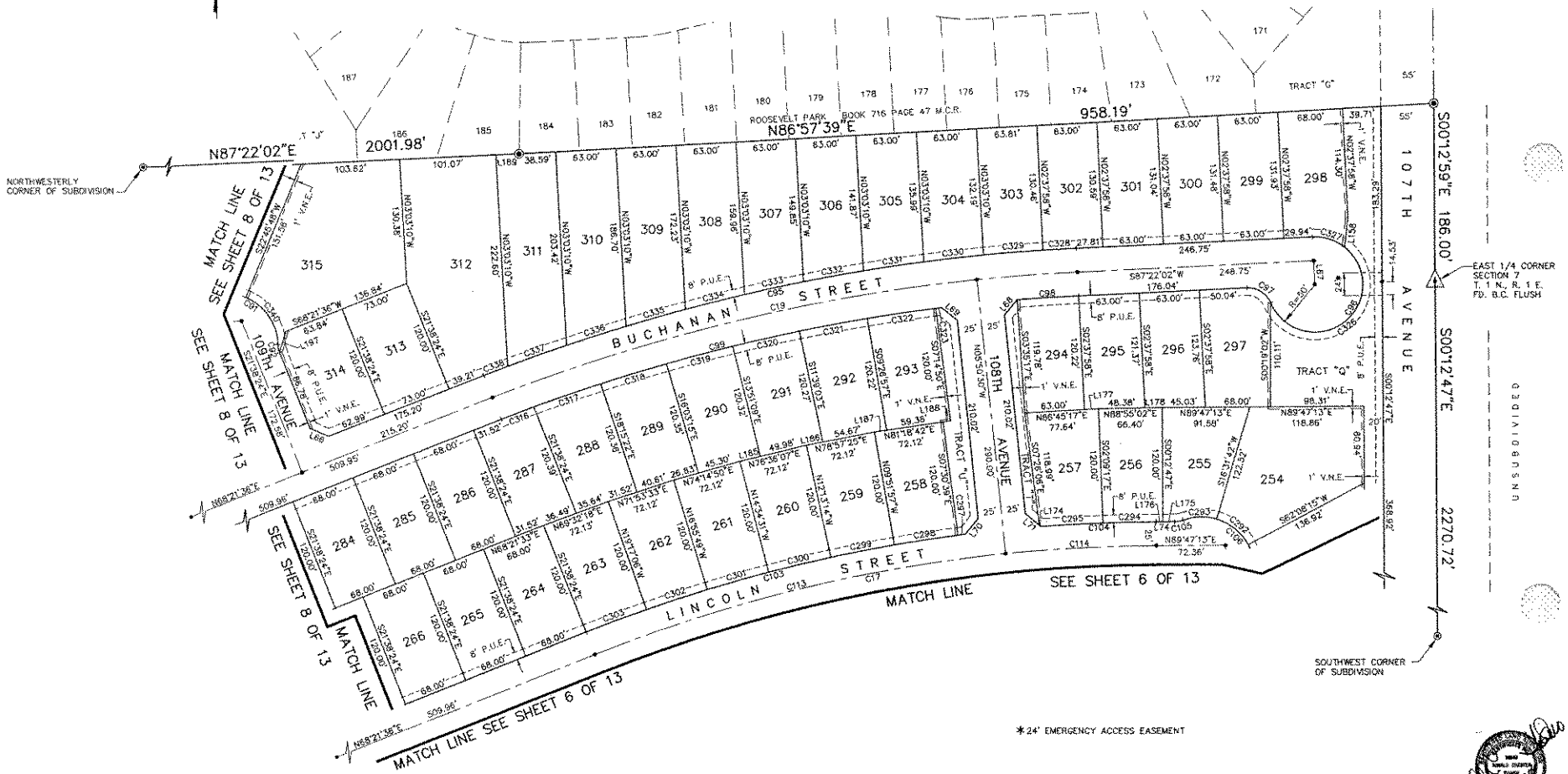
GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	6 OF 13

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

ENGINEER'S COPY



FLEET • FISHER ENGINEERING INC.		
4250 EAST CAMELBACK RD., SUITE 410 K PHOENIX, AZ 85018 PH. (602) 264-3339		
GROSS AREA 143.88 AC.	JOB No. 438-03	SHEET 1 OF 13

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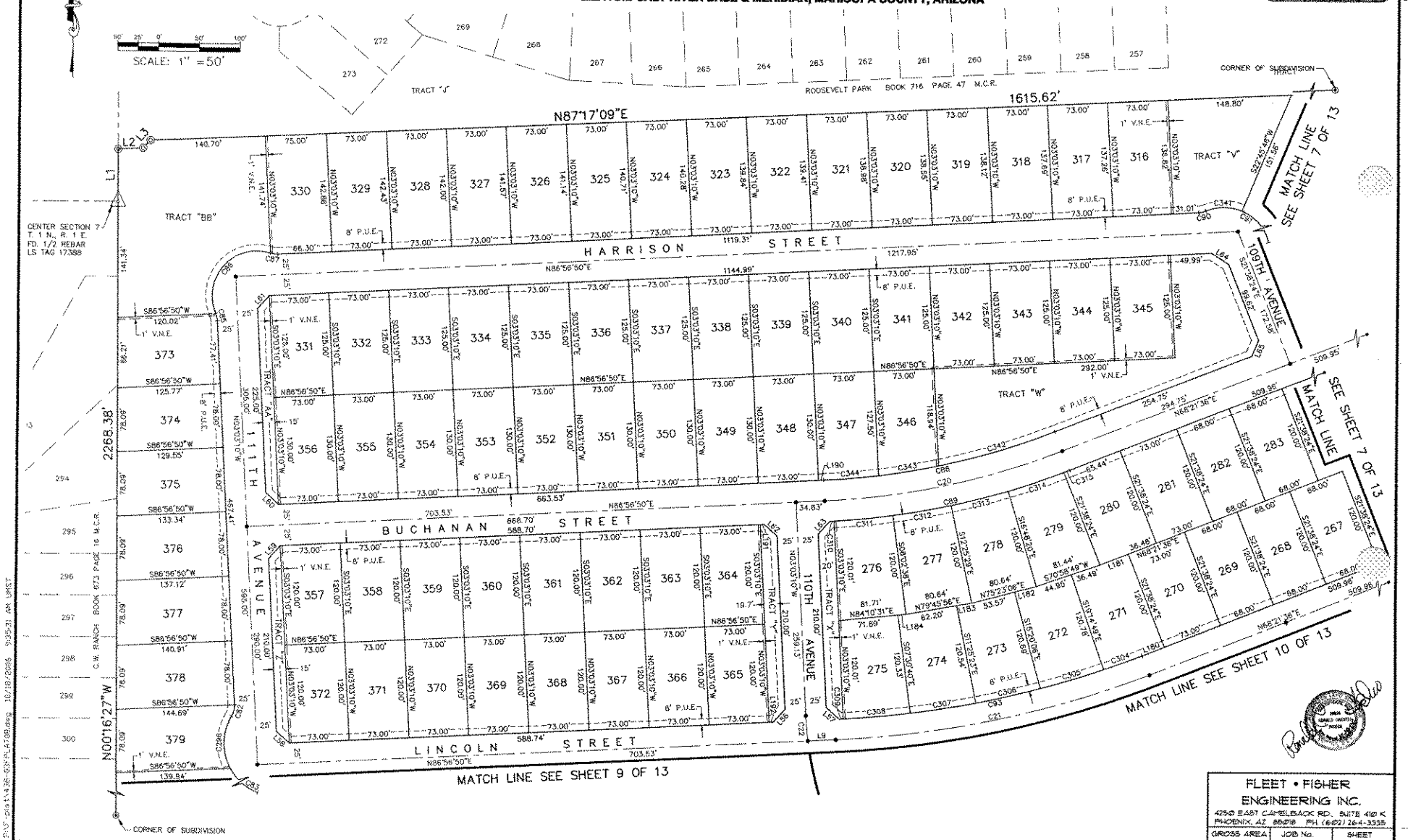
FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

ENGINEER'S COPY



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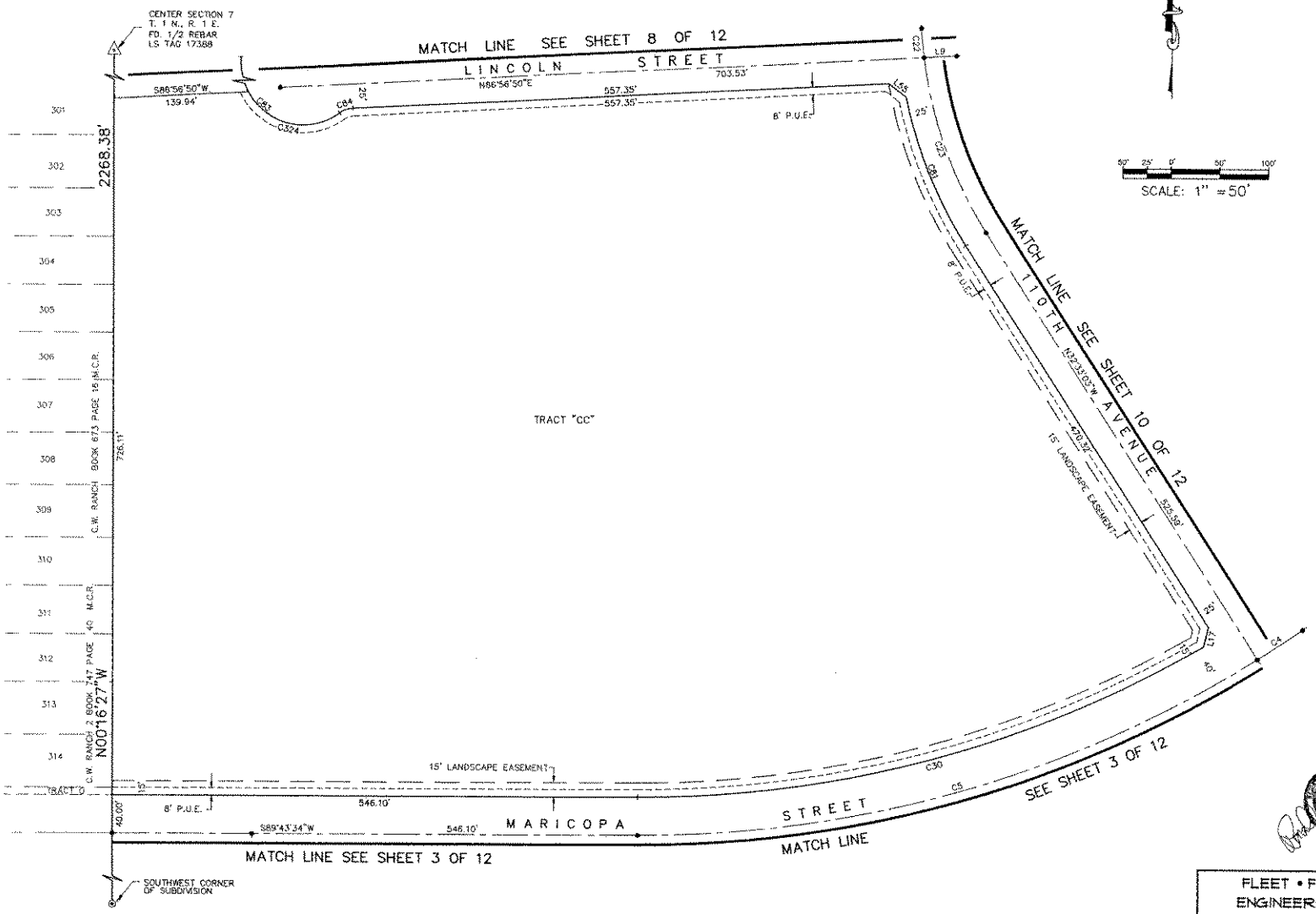
PHOENIX, AZ 85018 PH. (602) 264-3335

GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	8 OF 13

FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



ENGINEER'S COPY

FLEET • FISHER ENGINEERING INC. 4250 EAST CAMELBACK RD., SUITE 410 K PHOENIX, AZ 85018 PH. (602) 264-3335		
GROSS AREA 143.88 AC.	JOB No. 438-03	SHEET 3 OF 13

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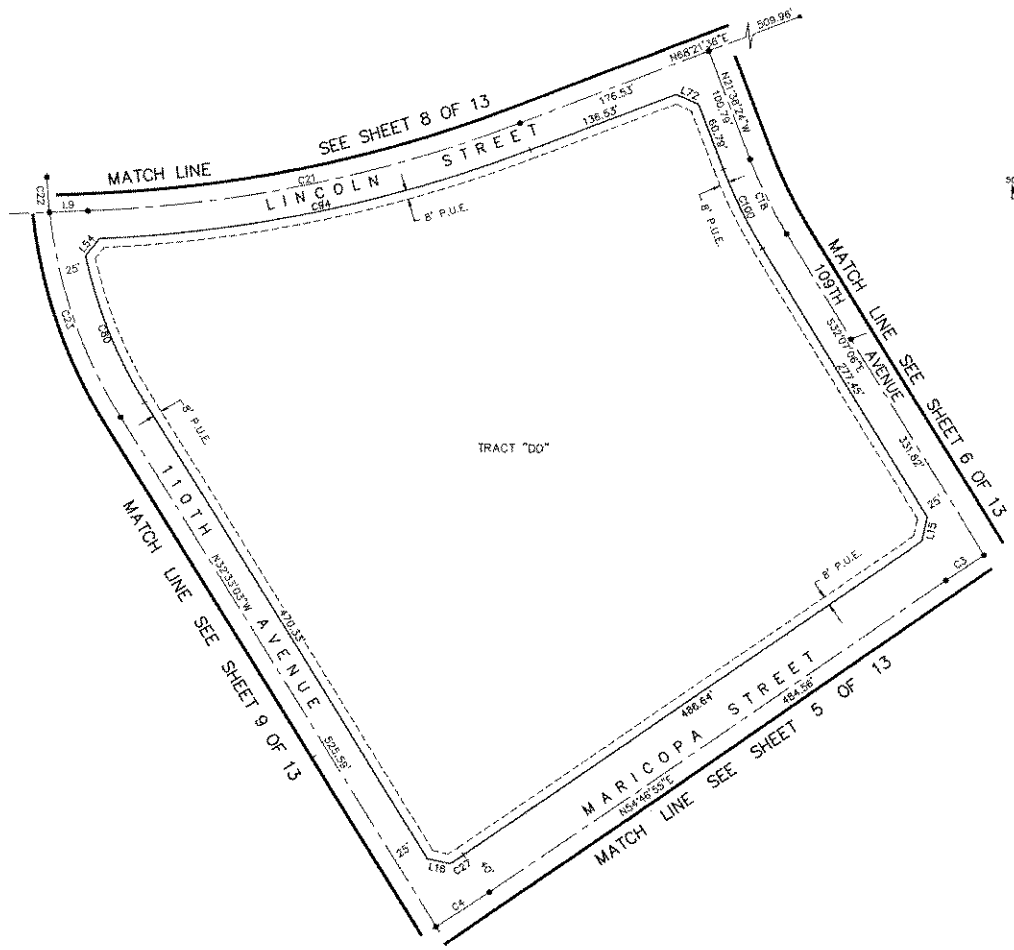
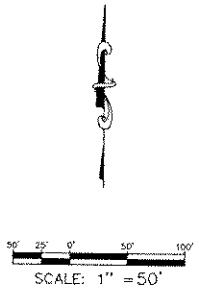
FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA





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4250 EAST CAMELBACK RD., SUITE 410 K
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GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	10 OF 13

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FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

LINE TABLE

LINE	LENGTH	BEARING
L1	63.02	N00°16'36"W
L2	30.71	N86°57'38"E
L3	13.14	N42°45'09"E
L4	20.00	S00°17'00"E
L5	42.07	S00°08'54"W
L6	25.00	N27°27'02"W
L7	15.00	N89°47'13"E
L8	23.99	N35°13'05"W
L9	33.73	N86°56'50"E
L10	35.38	S45°12'47"E
L11	35.36	S44°47'13"W
L12	20.91	N30°34'57"E
L13	20.91	S81°01'22"E
L14	21.28	N76°56'42"W
L15	21.78	N11°19'54"E
L16	20.91	S78°21'12"E
L17	20.91	N13°15'05"E
L18	21.38	N11°23'15"E
L19	21.60	S77°06'38"E
L20	21.21	N44°43'32"E
L21	21.21	S45°16'28"E
L22	21.21	S45°16'28"E
L23	21.21	S44°43'32"W
L24	21.21	N45°16'28"W
L25	20.86	N12°47'01"E
L26	22.08	S78°46'25"E
L27	23.91	S30°09'10"E
L28	21.51	N14°02'11"E
L29	20.92	S75°56'24"E
L30	21.22	N44°51'06"W
L31	2.07	S00°08'54"W
L32	2.07	S00°08'54"W
L33	21.49	N44°24'01"E
L34	16.79	S62°32'58"W
L35	21.15	N44°58'04"E
L36	21.21	N45°12'47"W
L37	30.62	N89°47'13"E
L38	17.78	N89°47'13"E
L39	20.95	N13°31'18"E
L40	20.47	N78°17'10"W
L41	20.65	N78°42'30"W
L42	21.76	S11°17'30"W
L43	20.65	S78°42'30"E
L44	16.75	S32°11'54"E
L45	35.62	S89°47'13"W
L46	20.62	N89°47'13"E
L47	21.21	N44°47'13"E
L48	21.21	S45°12'47"E
L49	20.62	N89°47'13"E
L50	35.62	N89°47'13"E
L51	21.55	N59°18'58"W
L52	21.55	N28°52'33"E
L53	21.21	S09°46'55"W
L54	19.52	N37°28'41"E
L55	22.63	S62°00'27"E
L56	21.19	S41°52'33"W
L57	21.21	S48°04'29"E
L58	21.21	N48°03'10"W
L59	21.21	S41°56'50"W
L60	21.21	N48°03'10"W
L61	21.21	S41°56'50"W
L62	21.21	S48°03'10"E
L63	21.22	S41°55'11"W
L64	24.36	S57°20'47"E
L65	21.21	N23°21'36"E
L66	21.21	N66°38'24"W
L67	25.00	N02°37'58"W
L68	21.03	N39°39'18"E
L69	21.03	N51°20'17"W
L70	21.42	N38°35'20"E
L71	21.42	N50°16'20"W
L72	21.21	N66°38'24"W
L73	21.21	N23°21'36"E
L74	19.53	N89°47'13"E
L75	32.36	N89°47'13"E

LINE TABLE

LINE	LENGTH	BEARING
L76	21.21	S45°12'47"E
L77	21.21	N44°47'13"E
L78	32.36	N89°47'13"E
L79	19.53	N89°47'13"E
L80	19.19	S18°07'15"W
L81	23.06	N71°52'45"W
L82	26.08	S89°44'11"W
L83	14.14	N44°43'32"E
L84	14.14	S45°16'28"E
L85	15.00	N00°15'26"W
L86	26.07	N89°44'11"E
L87	26.08	N89°43'34"E
L88	9.22	N85°29'35"E
L89	14.92	N82°52'25"E
L90	20.63	N80°15'16"E
L91	47.37	N78°59'51"E
L92	26.34	N77°38'06"E
L93	41.66	N76°22'41"E
L94	32.05	N75°00'57"E
L95	35.96	N73°45'32"E
L96	37.75	N72°23'47"E
L97	30.25	N71°08'22"E
L98	20.21	N68°26'24"E
L99	14.48	N65°39'41"E
L100	8.74	N62°52'57"E
L101	14.14	S45°16'28"E
L102	25.25	S00°17'18"E
L103	27.43	N89°43'34"E
L104	26.89	N89°43'34"E
L105	19.50	S62°32'58"W
L106	15.15	N64°11'36"E
L107	11.30	S66°28'32"W
L108	7.70	S68°40'19"W
L109	4.20	S70°54'41"W
L110	36.73	S79°04'47"E
L111	4.83	N30°09'10"W
L112	4.33	S36°09'10"E
L113	4.79	S30°09'10"E
L114	6.58	N30°09'10"W
L115	11.54	N30°09'10"W
L116	16.50	S30°09'10"E
L117	25.37	N33°07'18"W
L118	25.78	N34°02'50"W
L119	21.04	N32°11'54"W
L120	20.75	N33°51'11"W
L121	32.67	N43°13'10"E
L122	19.99	S00°12'47"E
L123	23.25	S77°30'10"W
L124	35.81	S89°47'13"W
L125	13.88	S45°12'47"E
L126	22.36	N63°38'51"W
L127	12.47	N37°09'30"E
L128	23.29	S00°12'47"E
L129	1.67	S86°59'36"W
L130	15.39	S80°17'39"W
L131	46.13	S77°16'50"W
L132	29.12	S73°35'41"W
L133	32.41	S70°34'52"W
L134	42.84	S66°53'43"W
L135	18.69	S63°52'54"W
L136	56.55	S60°11'45"W
L137	4.96	N57°10'56"E
L138	27.71	S00°12'47"E
L139	34.81	N89°47'13"E
L140	1.01	N89°47'13"E
L141	13.07	N54°46'55"E
L142	9.47	N54°46'55"E
L143	5.68	N54°46'55"E
L144	13.07	N54°46'55"E
L145	2.79	N56°17'20"E
L146	11.64	N60°50'33"E
L147	20.49	N65°31'54"E
L148	23.74	N79°35'57"E
L149	14.89	N84°17'18"E
L150	8.04	N88°41'11"E

LINE TABLE

LINE	LENGTH	BEARING
L151	43.61	S88°49'00"W
L152	24.92	N89°47'13"E
L153	10.71	N89°47'13"E
L154	18.44	S44°47'06"W
L155	3.67	S88°22'25"W
L156	6.90	S85°50'27"W
L157	14.14	S83°16'30"W
L158	31.01	N06°38'42"E
L159	48.23	S82°05'34"W
L160	19.37	S80°46'32"W
L161	42.99	S79°33'36"W
L162	24.61	S78°14'34"W
L163	37.76	S77°01'38"W
L164	29.84	S75°42'36"W
L165	32.52	S74°29'41"W
L166	35.07	S73°10'38"W
L167	27.29	S71°57'43"W
L168	40.31	S70°38'40"W
L169	22.05	S69°25'45"W
L170	43.56	N68°28'49"E
L171	19.27	S68°21'36"W
L172	27.16	S68°21'36"W
L173	19.27	N68°21'36"E
L174	2.00	S50°16'20"E
L175	12.60	N89°47'13"E
L176	6.92	N89°47'13"E
L177	14.64	N86°45'17"E
L178	18.02	S88°55'02"W
L179	29.60	N00°12'47"W
L180	28.96	S68°21'36"W
L181	36.52	S68°24'29"W
L182	27.07	S75°23'06"W
L183	18.45	S79°45'56"W
L184	9.82	S84°10'31"W
L185	22.14	N76°36'54"E
L186	17.45	N78°58'45"E
L187	12.76	N81°18'42"E
L188	8.07	N82°37'15"E
L189	26.31	N87°01'13"E
L190	6.53	N86°56'49"E
L191	4.70	N86°56'50"E
L192	4.74	N86°56'50"E
L193	13.99	S89°51'06"E
L194	26.43	S60°40'20"E
L195	24.00	S89°51'06"E
L196	9.77	S89°51'06"E
L197	23.07	N18°11'43"E
L198	2.83	N44°43'30"E
L199	25.61	S89°51'06"E
L200	12.05	S98°47'13"W
L220	9.75	S00°08'54"W
L221	27.09	S54°46'55"W

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	314.31	1200.00	158.06	15°00'25"
C2	378.92	1200.00	191.05	18°05'31"
C3	39.92	1200.00	19.96	1°54'21"
C4	55.86	1200.00	27.93	2°40'02"
C5	676.01	1200.00	347.24	32°16'37"
C6	794.04	1405.00	407.94	32°22'52"
C7	62.83	1200.00	31.42	3°00'00"
C8	94.25	900.00	47.17	6°00'00"
C9	963.71	1695.00	495.27	32°34'34"
C10	126.93	240.00	64.98	30°18'04"
C11	115.61	240.00	58.95	27°35'57"
C12	271.87	445.00	140.33	35°00'18"
C13	91.64	150.00	47.30	35°00'18"
C14	442.94	725.00	228.63	35°00'18"
C15	614.01	1005.00	316.92	35°00'18"
C16	497.38	1330.00	251.63	21°25'37"
C17	602.09	1610.00	304.60	21°25'37"
C18	73.15	400.00	36.68	10°28'42"
C19	630.30	1900.00	318.07	19°00'26"
C20	295.21	910.00	148.91	18°35'14"
C21	389.29	1200.00	196.37	18°35'14"
C22	30.90	435.00	15.46	4°04'11"
C23	193.07	435.00	98.15	25°25'50"
C24	675.50	1240.00	346.36	31°12'44"
C25	263.83	1160.00	132.49	13°01'52"
C26	364.87	1160.00	183.96	18°01'20"
C27	14.00	1160.00	7.00	0°41'29"
C28	17.30	1240.00	8.65	0°47'58"
C29	658.96	1240.00	337.46	30°26'52"
C30	613.47	1160.00	314.09	30°18'04"
C31	14.64	25.00	7.54	33°33'26"
C32	178.24	65.00	321.11	157°06'49"
C33	14.64	25.00	7.54	33°33'26"
C34	739.29	1380.00	378.75	30°41'40"
C35	769.21	1430.00	394.16	30°49'12"
C36	910.65	1670.00	466.95	31°14'36"
C37	936.72	1720.00	480.29	31°12'13"
C38	61.52	1175.00	30.77	3°00'00"
C39	30.92	1200.00	15.46	1°28'35"
C40	31.91	1200.00	15.96	1°31'25"
C41	96.87	925.00	48.48	6°00'00"
C42	91.63	875.00	45.86	6°00'00"
C43	140.15	265.00	71.75	30°18'04"
C44	113.70	215.00	58.22	30°18'04"
C45	113.26	265.00	57.51	24°29'19"
C46	218.63	50.00	70.71	250°31'44"
C47	30.77	25.00	17.68	70°31'44"
C48	103.56	215.00	52.81	27°35'57"
C49	8.89	25.00	4.49	20°21'51"
C50	125.84	55.00	120.94	131°05'23"
C51	8.89	25.00	4.49	20°21'51"
C52	8.89	25.00	4.49	20°21'51"
C53	125.49	55.00	119.93	130°43'42"
C54	8.89	25.00	4.49	20°21'51"
C55	287.15	470.00	148.21	35°00'18"
C56	216.59	420.00	110.76	29°32'51"
C57	90.16	175.00	46.11	29°31'10"
C58	13.06	25.00	6.68	29°56'35"
C59	237.46	50.00	48.19	272°06'30"
C60	27.13	25.00	15.08	62°10'55"
C61	60.36	125.00	30.78	27°39'59"
C62	14.64	25.00	7.54	33°33'26"
C63	181.67	65.00	371.18	160°08'03"
C64	14.64	25.00	7.54	33°33'26"
C65	79.05	1500.00	39.54	3°01'11"
C66	458.21	750.00	236.51	35°00'18"
C67	427.67	700.00	220.74	35°00'18"
C68	140.17	65.00	121.12	123°33'26"
C69	14.64	25.00	7.54	33°33'26"
C70	14.64	25.00	7.54	33°33'26"
C71	140.17	65.00	121.12	123°33'26"
C72	598.73	980.00	309.04	35°00'18"
C73	229.76	1030.00	115.37	12°46'55"
C74	319.50	1030.00	161.04	17°46'22"
C75	8.89	25.00	4.49	20°21'51"

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C76	125.49	55.00	119.93	130°43'42"
C77	8.89	25.00	4.49	20°21'51"
C78	77.74	1475.00	38.88	3°01'11"
C79	80.37	1525.00	40.19	3°01'11"
C80	140.05	410.00	70.71	19°34'15"
C81	165.83	460.00	83.83	20°39'19"
C82	14.64	25.00	7.54	33°33'26"
C83	178.24	65.00	321.13	157°06'53"
C84	14.64	25.00	7.54	33°33'26"
C85	8.89	25.00	4.49	20°21'51"
C86	125.49	55.00	119.93	130°43'42"
C87	8.89	25.00	4.49	20°21'51"
C88	287.10	885.00	144.82	18°35'14"
C89	298.15	935.00	150.35	18°16'13"
C90	8.89	25.00	4.49	20°21'51"
C91	107.65	55.00	81.76	112°08'28"
C92	8.89	25.00	4.49	20°21'51"
C93	376.01	1175.00	189.62	18°20'06"
C94	388.40	1225.00	195.84	18°09'59"
C95	638.60	1925.00	322.26	19°00'26"
C96	218.63	50.00	70.71	250°31'44"
C97	30.77	25.00	17.68	70°31'44"
C98	65.01	1875.00	32.51	1°59'11"
C99	477.00	1875.00	239.80	14°34'34"
C100	77.73	425.00	38.97	10°28'42"
C101	68.56	375.00	34.39	10°28'42"
C102	592.74	1585.00	299.87	21°25'37"
C103	410.82	1635.00	206.50	14°23'48"
C104	120.61	1635.00	60.33	4°13'35"
C105	8.89	25.00	4.49	20°21'51"
C106	125.49	55.00	119.93	130°43'42"
C107	8.89	25.00	4.49	20°21'51"
C108	8.89	25.00	4.49	20°21'51"
C109	125.49	55.00	119.93	130°43'42"
C110	8.89	25.00	4.49	20°21'51"
C111	488.03	1305.00	246.90	21°25'37"
C112	506.73	1355.00	256.36	21°25'37"
C113	443.93	1610.00	223.38	15°47'54"
C114	158.16	1610.00	79.14	5°37'43"
C115	350.77	1005.00	177.19	19°59'52"
C116	263.23	1005.00	132.37	15°00'25"
C117	20.15	1380.00	10.08	0°50'12"
C118	74.78	1380.00	37.40	3°06'17"
C119	74.78	1380.00	37.40	3°06'17"
C120	74.78	1380.00	37.40	3°06'17"
C121	74.78	1380.00	37.40	3°06'17"
C122	74.78	1380.00	37.40	3°06'17"
C123	74.78	1380.00	37.40	3°06'17"
C124	74.78	1380.00	37.40	3°06'17"
C125	74.78	1380.00	37.40	3°06'17"
C126	78.96	1380.00	39.49	3°16'42"
C127	41.93	1380.00	20.97	1°44'27"
C128	41.93	1430.00	20.97	1°40'48"
C129	67.97	1430.00	33.99	2°43'24"
C130	68.01	1430.00	34.01	2°43'29"
C131	68.01	1430.00	34.01	2°43'29"
C132	68.01	1430.00	34.01	2°43'29"
C133	68.01	1430.00	34.01	2°43'29"
C134	68.01	1430.00	34.01	2°43'29"
C135	72.00	1430.00	36.01	2°53'05"
C136	72.00	1430.00	36.01	2°53'05"
C137	72.00	1430.00	36.01	2°53'05"
C138	74.77	1430.00	37.39	2°59'45"
C139	28.51	1430.00	14.25	1°08'32"
C140	45.63	1670.00	22.82	1°33'56"
C141	77.90	1670.00	38.96	2°40'22"
C142	77.90	1670.00	38.96	2°40'22"
C143	77.90	1670.00	38.96	2°40'22"
C144	73.27	1670.00	36.64	2°30'50"
C145	73.27	1670.00	36.64	2°30'50"
C146	73.27	1670.00	36.64	2°30'50"
C147	73.27	1670.00	36.64	2°30'50"
C148	73.27	1670.00	36.64	2°30'50"
C149	73.27	1670.00	36.64	2°30'50"
C150	73.27	1670.00	36.64	2°30'50"

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PHOENIX, AZ 85018 PH. (602) 264-3335

GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	11 OF 13

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FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

ENGINEER'S COPY

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C151	76.48	1670.00	38.25	2°37'27"
C152	41.93	1670.00	20.97	1°26'19"
C153	31.05	65.00	15.83	27°22'26"
C154	51.60	65.00	27.25	45°29'08"
C155	50.18	65.00	26.41	44°13'50"
C156	16.55	65.00	8.32	14°35'13"
C157	28.86	65.00	14.67	25°26'12"
C158	41.11	1720.00	20.56	1°22'10"
C159	66.75	1720.00	33.38	2°13'25"
C160	20.00	1720.00	10.00	0°39'58"
C161	67.22	1720.00	33.62	2°14'21"
C162	67.22	1720.00	33.62	2°14'21"
C163	67.22	1720.00	33.62	2°14'21"
C164	67.22	1720.00	33.62	2°14'21"
C165	67.22	1720.00	33.62	2°14'21"
C166	67.22	1720.00	33.62	2°14'21"
C167	67.22	1720.00	33.62	2°14'21"
C168	67.22	1720.00	33.62	2°14'21"
C169	67.22	1720.00	33.62	2°14'21"
C170	67.22	1720.00	33.62	2°14'21"
C171	67.22	1720.00	33.62	2°14'21"
C172	67.22	1720.00	33.62	2°14'21"
C173	2.19	1720.00	1.09	0°04'23"
C174	67.64	265.00	34.01	14°37'29"
C175	45.62	265.00	22.87	9°51'50"
C176	45.13	50.00	24.23	51°43'04"
C177	44.05	50.00	23.57	50°28'30"
C178	43.81	50.00	23.43	50°12'29"
C179	76.36	265.00	38.45	16°30'34"
C180	63.79	265.00	32.05	13°47'30"
C181	18.77	1175.00	9.38	0°54'54"
C182	42.76	1175.00	21.38	2°05'06"
C183	62.45	925.00	31.24	3°52'07"
C184	34.41	925.00	17.21	2°07'53"
C185	115.49	65.00	79.99	101°48'12"
C186	66.17	65.00	36.28	58°19'51"
C187	45.97	1475.00	22.99	1°47'09"
C188	31.76	1475.00	15.88	1°14'02"
C189	6.67	25.00	3.35	15°16'50"
C190	2.22	25.00	1.11	5°05'01"
C191	48.75	55.00	26.11	50°47'10"
C192	43.74	55.00	23.10	45°33'53"
C193	33.00	55.00	17.01	34°22'39"
C194	40.53	50.00	21.46	46°25'57"
C195	91.95	50.00	65.80	105°22'16"
C196	86.13	50.00	58.22	98°41'31"
C197	18.85	50.00	9.54	21°35'45"
C198	23.24	175.00	11.64	7°36'33"
C199	66.92	175.00	33.87	21°54'37"
C200	69.70	414.82	34.93	9°37'40"
C201	42.52	215.00	21.33	11°19'55"
C202	61.04	215.00	30.73	16°16'02"
C203	25.92	55.00	13.21	27°00'20"
C204	51.99	55.00	28.12	54°08'43"
C205	47.92	55.00	25.50	49°55'20"
C206	3.32	25.00	1.66	7°36'10"
C207	5.57	25.00	2.80	12°45'41"
C208	23.50	55.00	11.93	24°28'38"
C209	43.32	55.00	22.88	45°07'56"
C210	46.56	55.00	24.78	48°30'25"
C211	12.11	55.00	6.08	12°36'42"
C212	23.58	470.00	11.79	2°52'30"
C213	60.47	470.00	30.28	7°22'18"
C214	60.47	470.00	30.28	7°22'18"
C215	60.47	470.00	30.28	7°22'18"
C216	60.47	470.00	30.28	7°22'18"
C217	21.68	470.00	10.84	2°38'36"
C218	26.36	700.00	13.18	2°09'26"
C219	73.64	700.00	36.85	6°01'38"
C220	73.64	700.00	36.85	6°01'38"
C221	73.64	700.00	36.85	6°01'38"
C222	73.64	700.00	36.85	6°01'38"
C223	73.64	700.00	36.85	6°01'38"
C224	33.13	700.00	16.57	2°42'43"
C225	44.92	65.00	23.40	39°35'36"

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C226	46.63	65.00	24.37	41°06'14"
C227	48.62	65.00	25.51	42°51'37"
C228	41.29	750.00	20.65	3°09'15"
C229	61.38	750.00	30.71	4°41'21"
C230	61.38	750.00	30.71	4°41'21"
C231	61.38	750.00	30.71	4°41'21"
C232	61.38	750.00	30.71	4°41'21"
C233	61.38	750.00	30.71	4°41'21"
C234	61.38	750.00	30.71	4°41'21"
C235	48.64	750.00	24.33	3°42'58"
C236	60.40	980.00	30.21	3°31'53"
C237	70.17	980.00	35.10	4°06'10"
C238	70.17	980.00	35.10	4°06'10"
C239	70.17	980.00	35.10	4°06'10"
C240	70.17	980.00	35.10	4°06'10"
C241	70.17	980.00	35.10	4°06'10"
C242	70.17	980.00	35.10	4°06'10"
C243	70.17	980.00	35.10	4°06'09"
C244	47.11	980.00	23.56	2°45'16"
C245	13.22	65.00	6.63	11°39'04"
C246	53.28	65.00	28.24	46°58'18"
C247	46.14	65.00	24.09	40°40'10"
C248	27.53	65.00	13.97	24°15'54"
C249	51.11	1030.00	25.56	2°50'36"
C250	61.80	1030.00	30.91	3°26'16"
C251	61.80	1030.00	30.91	3°26'16"
C252	55.07	1030.00	27.54	3°03'48"
C253	56.27	1030.00	28.14	3°07'49"
C254	61.84	1030.00	30.93	3°26'23"
C255	61.84	1030.00	30.93	3°26'23"
C256	61.84	1030.00	30.93	3°26'23"
C257	61.84	1030.00	30.93	3°26'23"
C258	15.88	1030.00	7.94	0°53'00"
C259	68.27	1305.00	34.14	2°59'50"
C260	68.33	1305.00	34.17	3°00'00"
C261	68.33	1305.00	34.17	3°00'00"
C262	68.33	1305.00	34.17	3°00'00"
C263	68.33	1305.00	34.17	3°00'00"
C264	68.33	1305.00	34.17	3°00'00"
C265	68.33	1305.00	34.17	3°00'00"
C266	9.80	1305.00	4.90	0°25'49"
C267	25.12	55.00	12.78	26°10'06"
C268	45.36	55.00	24.06	47°15'15"
C269	55.01	55.00	30.05	57°18'21"
C270	35.11	1355.00	17.56	1°29'05"
C271	62.31	1355.00	31.16	2°38'05"
C272	62.31	1355.00	31.16	2°38'05"
C273	62.31	1355.00	31.16	2°38'05"
C274	62.31	1355.00	31.16	2°38'05"
C275	62.31	1355.00	31.16	2°38'05"
C276	62.31	1355.00	31.16	2°38'05"
C277	62.31	1355.00	31.16	2°38'05"
C278	35.45	1355.00	17.72	1°29'56"
C279	17.69	1585.00	8.84	0°38'22"
C280	67.24	1585.00	33.63	2°25'51"
C281	67.24	1585.00	33.63	2°25'51"
C282	67.24	1585.00	33.63	2°25'51"
C283	67.24	1585.00	33.63	2°25'51"
C284	67.24	1585.00	33.63	2°25'51"
C285	67.24	1585.00	33.63	2°25'51"
C286	67.24	1585.00	33.63	2°25'51"
C287	67.24	1585.00	33.63	2°25'51"
C288	37.12	1585.00	18.56	1°20'30"
C289	2.93	25.00	1.47	6°42'28"
C290	5.96	25.00	2.99	13°39'23"
C291	46.09	55.00	24.50	48°00'49"
C292	43.78	55.00	23.13	45°36'33"
C293	35.62	55.00	18.46	37°06'20"
C294	55.41	1635.00	27.71	1°56'30"
C295	65.21	1635.00	32.61	2°17'06"
C296	67.29	65.00	37.01	59°19'07"
C297	7.63	1635.00	3.82	0°16'03"
C298	67.20	1635.00	33.60	2°21'17"
C299	67.20	1635.00	33.60	2°21'17"
C300	67.20	1635.00	33.60	2°21'17"

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA
C301	67.20	1635.00	33.60	2°21'17"
C302	67.20	1635.00	33.60	2°21'17"
C303	67.20	1635.00	33.61	2°21'18"
C304	49.07	1175.00	24.54	2°23'35"
C305	80.23	1175.00	40.13	3°54'43"
C306	80.23	1175.00	40.13	3°54'43"
C307	80.23	1175.00	40.13	3°54'43"
C308	81.25	1175.00	40.64	3°57'44"
C309	5.00	1175.00	2.50	0°14'38"
C310	5.00	935.00	2.50	0°18'23"
C311	71.28	935.00	35.66	4°22'04"
C312	71.49	935.00	35.76	4°22'51"
C313	71.49	935.00	35.76	4°22'51"
C314	71.33	935.00	35.68	4°22'16"
C315	7.56	935.00	3.78	0°27'49"
C316	36.48	1875.00	18.24	1°06'53"
C317	74.26	1875.00	37.13	2°16'09"
C318	72.05	1875.00	36.03	2°12'06"
C319	72.05	1875.00	36.03	2°12'06"
C320	72.05	1875.00	36.03	2°12'06"
C321	72.05	1875.00	36.03	2°12'06"
C322	72.05	1875.00	36.03	2°12'06"
C323	6.00	1875.00	3.00	0°11'00"
C324	110.95	65.00	74.51	97°47'45"
C325	182.51	50.00	192.38	209°08'18"
C327	36.12	50.00	18.89	41°23'26"
C328	35.20	1925.00	17.60	1°02'51"
C329	62.88	1925.00	31.44	1°52'18"
C330	63.12	1925.00	31.56	1°52'43"
C331	63.28	1925.00	31.64	1°53'00"
C332	63.50	1925.00	31.76	1°53'25"
C333	63.81	1925.00	31.91	1°53'57"
C334	64.18	1925.00	32.09	1°54'37"
C335	64.64	1925.00	32.32	1°55'26"
C336	65.18	1925.00	32.59	1°56'24"
C337	65.81	1925.00	32.91	1°57'32"
C338	27.00	1925.00	13.50	0°48'13"
C340	63.32	55.00	35.69	65°57'39"
C341	44.33	55.00	23.45	46°10'49"
C342	147.04	885.00	73.69	9°31'11"
C343	73.52	885.00	36.78	4°45'35"
C344	66.54	885.00	33.28	4°18'27"
C347	85.63	50.00	57.65	98°07'40"
C348	74.25	80.00	40.04	53°10'38"
C349	93.99	406.00	47.20	13°15'49"
C350	93.99	406.00	47.20	13°15'49"
C351	198.00	594.00	99.93	19°05'55"
C352	55.88	734.15	27.96	4°21'41"
C353	10.30	22.00	5.25	26°48'50"
C354	9.17	18.00	4.69	29°10'46"

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GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	12 OF 13

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FINAL PLAT
"ROY'S PLACE"

A PLANNED AREA DEVELOPMENT (P.A.D.) IN A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

ENGINEER'S COPY

LOT	WIDTH	DEPTH	AREA(SF)
1	68'	125'	8,945
2	68'	125'	8,945
3	68'	125'	8,945
4	68'	125'	8,945
5	68'	125'	8,945
6	68'	125'	8,945
7	68'	125'	8,945
8	68'	125'	8,945
9	68'	125'	9,206
10	68'	125'	8,515
11	68'	125'	8,500
12	68'	125'	8,500
13	68'	125'	8,500
14	68'	125'	8,500
15	68'	125'	8,485
16	68'	120'	8,161
17	68'	120'	8,162
18	68'	120'	8,162
19	68'	120'	8,162
20	68'	120'	8,148
21	68'	120'	8,160
22	68'	120'	8,160
23	68'	120'	8,160
24	68'	120'	8,160
25	68'	120'	8,149
26	68'	120'	8,693
27	68'	120'	8,492
28	68'	120'	8,495
29	68'	120'	8,496
30	68'	120'	8,498
31	68'	120'	8,498
32	73'	120'	8,995
33	73'	120'	8,992
34	73'	120'	8,989
35	73'	120'	9,329
36	73'	120'	9,033
37	73'	120'	9,027
38	73'	120'	9,023
39	68'	120'	8,483
40	68'	120'	8,481
41	68'	120'	8,481
42	68'	120'	8,481
43	68'	120'	8,483
44	68'	120'	8,485
45	68'	120'	8,488
46	68'	120'	8,684
47	68'	120'	8,172
48	68'	120'	8,160
49	68'	120'	8,160
50	68'	120'	8,160

LOT	WIDTH	DEPTH	AREA(SF)
51	68'	120'	8,160
52	68'	120'	8,148
53	68'	120'	8,162
54	68'	118'	7,834
55	68'	117'	11,119
56	68'	120'	14,891
57	68'	120'	8,109
58	68'	120'	8,160
59	68'	120'	8,160
60	68'	120'	8,160
61	68'	120'	8,160
62	68'	120'	8,150
63	68'	120'	8,442
64	68'	120'	8,331
65	68'	120'	8,331
66	68'	120'	8,331
67	68'	120'	8,331
68	68'	120'	8,331
69	68'	120'	8,331
70	68'	120'	8,331
71	68'	120'	8,331
72	68'	120'	8,331
73	68'	120'	8,331
74	68'	120'	8,331
75	68'	120'	8,331
76	68'	126'	12,378
77	68'	125'	9,093
78	68'	122'	8,380
79	68'	122'	9,376
80	68'	128'	10,109
81	68'	123'	8,524
82	68'	123'	8,364
83	68'	123'	8,364
84	68'	123'	8,364
85	68'	120'	8,439
86	68'	120'	8,467
87	68'	120'	8,245
88	68'	122'	8,586
89	68'	124'	8,582
90	68'	124'	8,728
91	63'	120'	10,082
92	63'	120'	7,671
93	63'	122'	7,901
94	63'	122'	7,976
95	63'	122'	7,656
96	63'	122'	7,752
97	63'	124'	7,894
98	63'	124'	8,425
99	63'	122'	7,437
100	73'	120'	10,275

LOT	WIDTH	DEPTH	AREA(SF)
101	73'	120'	9,661
102	68'	117'	8,478
103	68'	120'	8,022
104	68'	120'	8,172
105	68'	120'	8,839
106	63'	115'	7,734
107	63'	115'	7,245
108	63'	115'	7,245
109	63'	115'	7,245
110	63'	115'	7,245
111	63'	115'	7,245
112	63'	115'	7,646
113	68'	115'	7,963
114	68'	115'	7,820
115	68'	115'	7,820
116	68'	115'	7,820
117	68'	115'	7,820
118	68'	115'	7,820
119	68'	115'	7,820
120	68'	115'	7,820
121	68'	115'	7,879
122	68'	115'	7,820
123	68'	115'	7,820
124	68'	115'	7,820
125	68'	115'	7,820
126	68'	115'	7,820
127	68'	115'	7,820
128	68'	115'	7,820
129	68'	115'	7,820
130	68'	115'	7,820
131	68'	115'	7,820
132	68'	115'	7,820
133	68'	113'	10,270
134	63'	115'	11,421
135	63'	115'	9,961
136	63'	120'	7,559
137	63'	120'	7,560
138	63'	120'	7,560
139	63'	120'	7,560
140	63'	120'	7,560
141	63'	120'	7,560
142	63'	115'	7,744
143	63'	115'	11,658
144	63'	115'	11,073
145	63'	115'	7,378
146	63'	115'	7,774
147	63'	115'	7,787
148	63'	115'	7,789
149	63'	115'	7,778
150	63'	115'	7,435

LOT	WIDTH	DEPTH	AREA(SF)
151	63'	115'	7,245
152	63'	115'	7,245
153	68'	115'	7,355
154	63'	115'	7,195
155	63'	115'	7,245
156	63'	115'	7,245
157	63'	115'	7,438
158	63'	115'	7,798
159	63'	115'	7,785
160	63'	115'	7,781
161	63'	115'	7,787
162	63'	115'	7,803
163	63'	115'	7,494
164	63'	115'	11,976
165	63'	115'	11,512
166	63'	115'	8,346
167	63'	115'	7,466
168	63'	115'	7,566
169	63'	115'	7,566
170	63'	115'	7,566
171	63'	115'	7,566
172	63'	115'	7,566
173	63'	115'	7,566
174	63'	115'	7,497
175	63'	115'	7,245
176	63'	115'	7,245
177	68'	115'	7,820
178	68'	115'	7,820
179	63'	115'	7,245
180	63'	115'	7,245
181	63'	115'	8,071
182	63'	115'	7,628
183	63'	115'	7,626
184	63'	115'	7,625
185	63'	115'	7,624
186	63'	115'	7,625
187	63'	115'	7,626
188	63'	115'	7,623
189	63'	115'	7,506
190	63'	130'	8,190
191	63'	120'	8,084
192	63'	120'	9,479
193	63'	120'	14,095
194	63'	115'	9,036
195	63'	115'	7,491
196	63'	115'	7,480
197	63'	115'	7,480
198	63'	115'	7,458
199	63'	115'	7,567
200	63'	115'	7,485

LOT	WIDTH	DEPTH	AREA(SF)
201	63'	115'	7,485
202	63'	115'	7,485
203	63'	115'	7,485
204	63'	115'	7,309
205	63'	115'	7,245
206	63'	115'	7,245
207	63'	115'	9,266
208	63'	115'	14,710
209	63'	115'	7,735
210	63'	115'	7,245
211	63'	115'	7,245
212	63'	115'	7,245
213	63'	115'	7,553
214	63'	115'	7,591
215	63'	115'	7,591
216	63'	115'	7,591
217	63'	115'	7,591
218	63'	115'	7,591
219	63'	115'	7,591
220	63'	115'	7,395
221	63'	115'	13,762
222	63'	115'	10,801
223	63'	120'	8,352
224	63'	120'	7,560
225	63'	115'	7,993
226	63'	115'	7,458
227	63'	115'	7,461
228	63'	115'	7,463
229	63'	115'	7,464
230	63'	115'	7,465
231	63'	115'	7,465
232	63'	115'	7,465
233	63'	115'	7,371
234	63'	115'	7,245
235	63'	115'	7,245
236	63'	115'	7,245
237	63'	115'	7,219
238	63'	115'	7,233
239	63'	115'	7,245
240	63'	115'	7,245
241	63'	115'	7,245
242	63'	115'	7,301
243	63'	115'	7,457
244	63'	115'	7,458
245	63'	115'	7,456
246	63'	115'	7,456
247	63'	115'	7,457
248	63'	115'	7,459
249	63'	115'	7,461
250	63'	115'	7,464

LOT	WIDTH	DEPTH	AREA(SF)
251	63'	115'	7,913
252	63'	120'	7,560
253	63'	120'	9,752
254	63'	120'	15,779
255	63'	120'	8,679
256	63'	120'	7,710
257	68'	120'	8,638
258	68'	120'	8,342
259	68'	120'	8,342
260	68'	120'	8,342
261	68'	120'	8,342
262	68'	120'	8,342
263	68'	120'	8,343
264	68'	120'	8,160
265	68'	120'	8,160
266	68'	120'	8,160
267	68'	120'	8,160
268	68'	120'	8,160
269	68'	120'	8,160
270	73'	120'	8,760
271	73'	120'	9,081
272	73'	120'	9,171
273	73'	120'	9,172
274	73'	120'	9,173
275	73'	120'	9,232
276	73'	120'	9,137
277	73'	120'	9,088
278	73'	120'	9,088
279	73'	120'	9,124
280	73'	120'	8,761
281	73'	120'	8,759
282	68'	120'	8,160
283	68'	120'	8,160
284	68'	120'	8,160
285	68'	120'	8,160
286	68'	120'	8,160
287	68'	120'	8,169
288	68'	120'	8,502
289	68'	120'	8,386
290	68'	120'	8,386
291	68'	120'	8,386
292	68'	120'	8,386
293	68'	120'	8,385
294	63'	120'	7,692
295	63'	120'	7,597
296	63'	120'	7,715
297	68'	120'	8,805
298	68'	132'	9,103
299	63'	131'	8,297
300	63'	131'	8,269

LOT	WIDTH	DEPTH	AREA(SF)
301	63'	131'	8,241
302	63'	130'	8,217
303	63'	130'	8,306
304	63'	132'	8,437
305	63'	135'	8,742
306	63'	141'	9,178
307	63'	150'	9,748
308	63'	160'	10,452
309	63'	172'	11,294
310	63'	186'	12,277
311	63'	203'	13,405
312	73'	222'	21,805
313	73'	120'	8,760
314	73'	120'	9,118
315	73'	120'	21,613
316	73'	136'	10,004
317	73'	137'	10,035
318	73'	137'	10,067
319	73'	138'	10,098
320	73'	138'	10,130
321	73'	139'	10,161
322	73'	139'	10,193
323	73'	140'	10,224
324	73'	140'	10,256
325	73'	141'	10,287
326	73'	141'	10,319
327	73'	142'	10,350
328	73'	142'	10,382
329	73'	142'	10,413
330	73'	143'	10,727
331	73'	125'	9,125
332	73'	125'	9,125
333	73'	125'	9,125
334	73'	125'	9,125
335	73'	125'	9,125
336	73'	125'	9,125
337	73'	125'	9,125
338	73'	125'	9,125
339	73'	125'	9,125
340	73'	125'	9,125
341	73'	125'	9,125
342	73'	125'	9,125
343	73'	125'	9,125
344	73'	125'	9,125
345	73'	125'	9,125
346	73'	125'	9,033
347	73'	130'	9,435
348	73'	130'	9,490
349	73'	130'	9,490
350	73'	130'	9,490

LOT	WIDTH	DEPTH	AREA(SF)
351	73'	130'	9,490
352	73'	130'	9,490
353	73'	130'	9,490
354	73'	130'	9,490
355	73'	130'	9,490
356	73'	130'	9,490
357	73'	120'	8,760
358	73'	120'	8,760
359	73'	120'	8,760
360	73'	120'	8,760
361	73'	120'	8,760
362	73'	120'	8,760
363	73'	120'	8,760
364	73'	120'	8,760
365	73'	120'	8,760
366	73'	120'	8,760
367	73'	120'	8,760
368	73'	120'	8,760
369	73'	120'	8,760
370	73'	120'	8,760
371	73'	120'	8,760
372	73'	120'	8,760
373	78'	120'	10,645
374	78'	128'	9,957
375	78'	130'	10,253
376	78'	133'	10,548
377	78'	137'	10,843
378	78'	141'	11,139
379	78'	130'	10,637

LOT DISTRIBUTION CHART		
LOT WIDTH	# OF LOTS	LOT %
63'	152	40%
68'	138	36%
73'	82	22%
78'	7	2%

FLEET • FISHER
ENGINEERING INC.
4250 EAST CAMELBACK RD., SUITE 410 K
PHOENIX, AZ 85018 PH. (602) 264-3335

GROSS AREA	JOB No.	SHEET
143.88 AC.	438-03	13 OF 13

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CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
November 6, 2006

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to (i)Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding real property negotiations and (ii) Ariz. Rev. Stat. § 38-431.03 (A)(3) for discussion or consultation with the City's attorney for legal advice regarding land use regulations and (iii) Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's attorney in order to consider its position and instruct the City's attorney regarding the council's position regarding negotiations relating to pending or threatened litigation.

ATTACHMENTS:

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No Attachments Available