CITY COUNCIL AGENDA

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

WORK SESSION
November 5, 2007
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 OLD TOWN AVONDALE REVITALIZATION PLAN EXISTING CONDITIONS REPORT AND VISIONING AND STRATEGY SESSION

The City Council will be introduced to the consultants for the Old Town Avondale Revitalization Plan, briefly review the project schedule and existing conditions report with the consultants, and then discuss their future vision and strategy for the study area. No formal action is being requested. For information, discussion and direction.

3 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 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
Old Town Avondale Revitalization Plan Existing Conditions Report and Visioning and Strategy Session

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Claudia Whitehead, Economic Development Director (623)333-1411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The City Council will be introduced to the consultants for the Old Town Avondale Revitalization Plan, briefly review the project schedule and existing conditions report with the consultants, and then discuss their future vision and strategy for the study area. No formal action is being requested.

BACKGROUND:

On August 6, 2007, the City Council approved a contract to hire Silicon Valley Advisors LLC (SVA) and its subconsultants ASU Stardust Center and McClure Consulting to develop the Old Town Avondale Revitalization Plan. The Old Town Avondale Revitalization Plan will further define the vision for the area's revitalization by developing strategies that will encourage new and re-investment for commercial, employment and residential development. The main focus of the Old Town Avondale Revitalization Plan will be on the development of a viable strategic plan for the commercial corridors along Main Street/Buckeye Road/MC 85, Western Avenue, Van Buren Street, Dysart Road, and Central Avenue. The revitalization of the Old Town Avondale area is a key component of the 2006 Avondale Economic Development Plan for the growth and vitality of a sustainable community.

As a part of their initial phase of the study, the consultants have conducted 31 stakeholder interviews with community leaders, residents, business owners and managers to gain their insight and input regarding the future of the area. The consultants have also produced an Existing Conditions report which summarizes the overall condition of the Old Town Avondale Revitalization Area as a basis of observation and status of the area (Attachment A).

When analyzing the area, the consultants chose to subdivide the area because the major street corridors have significantly different characteristics shaped first by the land development patterns of the past and now by traffic patterns and land uses. In addition, the residential demographics of these sub-regions are distinct, further reflecting historic land use patterns in this area. The main corridors – Central, Dysart, Western, and Main, were used as boundaries for different sub-regions, identified for the purposes of this study by the city parks within each of the four sub-areas: Central Avenue Corridor (Fred Campbell Park Area) which extends from the northern boundary of the Revitalization Area at Van Buren Street to Western Avenue at the south and from the Goodyear boundary at the west to Dysart Road to the east; the Dysart Industrial Corridor (Coldwater Park Area) from the northern boundary of the Revitalization Area at Van Buren Street to Main Street/MC-85 at the south and from Dysart Road at the west to the Agua Fria at the east, the Western Village Corridor (Deconcini Park Area) which extends from Western Avenue at the north to Main Street/MC-85 at the south, and from the boundary with Goodyear to the west to Dysart Road at the east, and lastly the Main Street Corridor (Mountain View Park Area), from Main Street/MC-85 at the north and Lower Buckeye to the south, and from the boundary with Goodyear to the west and to the Agua Fria River at the east.

Below is a brief summary from the Existing Conditions Report of the preliminary conclusions regarding these sub-areas and the trade area analysis:

Central Avenue Corridor (Fred Campbell Park Area): "Stable" local- and neighborhood-serving retail, nonprofit, educational uses, and adjacent residential uses.

Dysart Industrial Corridor (Coldwater Park Area): "Evolving" retail, Class C office, nonprofit uses, and light industrial uses. The Dysart and Central corridors are relatively stable; visible signs of retail disinvestments such as vacant buildings, abandoned retail structures, and poor landscape maintenance, are simply not apparent. These retail corridors are in the process of strategic commercial infill -- retail tenants are essentially "shopping" or choosing between available buildings and vacant parcels within the entire revitalization area.

Western Village Corridor (Deconcini Park Area): "Distressed" "vacant market corridor" retail, church, school uses; existing/previous streetscape and civic improvements, potential for land assembly. Western Avenue poses the most complex challenges and the resolution of those challenges will have the most significant impact on the entire study area. This retail corridor does not command the same market impact, e.g. street visibility, traffic counts, etc., that at various degrees are lease-up factors on Dysart, Central and Main Street retail corridors. Western Avenue also offers the most inviting setting for intensified commercial development, given its existing/previous streetscape and civic improvements, potential for land assembly, and its general location.

Main Street Corridor (Mountain View Park Area): "Transitional" older retail and industrial. Main Street has a number of issues that include an obvious turn-over of retail uses without noticeable development improvements, tenant mixes, or signs of significant property investments. This retail corridor is basically recycling the same similar uses without any economic force to entice new retail users.

Trade Area Analysis: Western Avenue possesses small-town downtown charm and access to a large resident and worker base. The fast-growing Southwest Valley has few areas that offer the potential to leverage such assets into a specialized retail node with specialty retail, boutique shops, personal services (like salons) and excluding purchases typically considered as primary needs (like groceries).

RECOMENDATION:

The City Council will be providing their preferences, ideas and input to the consultants to guide the visioning of the future of the Old Town Avondale Revitalization Area. No formal action is required at this time.

ATTACHMENTS:

Click to download

- Old Town Existing Conditions

Old Town Avondale Revitalization Plan

Existing Conditions

Trends and Projections

"The small-town feel of the downtown area should be preserved to define Avondale's sense of place."
Avondale General Plan, Neighborhoods Theme

Submitted By:

Silicon Valley Advisors LLC
945 East Gary Lane
Phoenix, Arizona 85042

with

ASU Stardust Center and McClure Consulting LLC

October 19, 2007

SILICON VALLEY ADVISORS, LLC - ARIZONA

October 19, 2007

Ms. Claudia Whitehead, Director
Avondale Economic Development
11465 W. Civic Center Drive, Suite 210
Avondale, AZ 85323-6809

RE: Existing Conditions Report

Dear Claudia:

This Existing Conditions Report, with a Trends and Projections analysis, is part of the initial phase of the Old Town Avondale Revitalization Plan. Essentially, the plan's primary goal is to ensure the areas historic commercial and transitioning residential neighborhoods remain a critical element within the City's Economic Development Plan as Avondale responds to regional and local economic growth. Simply put, the revitalization plan is intended as a holistic, market-driven and sustainable initiative whose strategy and vision are crafted through a highly participatory and citizen-oriented planning process.

In some respects, the revitalization area is geographically broad in scope – 1 ½ miles wide and 2 miles in length. Thus, to facilitate a clear understanding of existing land use patterns, perceived obstacles and opportunities for revitalization and their potential implication for existing planning policies, we relied on major physical elements to segment the study area into four (4) distinct sub-areas: ***Fred Campbell, Coldwater Park, Deconcini and Mountain View Park areas***. Clearly, areas of concern as to existing "market disincentives" paled significantly to a broadly held conviction among many long-term stakeholders, residents and businesses as to the potential of structuring a holistic revitalization strategy.

A ***preservation-oriented*** strategy with respect to both residential and commercial uses appears to most substantively respond to perceived obstacles to revitalization within this market area. This approach reflects a community and stakeholder belief that both existing and smaller, independent retailers play a critical role in shaping the future of this revitalization area. The importance of an integrated preservation approach is reflected within the ***Guiding Principles*** recommended as part of land use strategies and policy issue focus intended to strengthen the city's revitalization "tool kit" for this study area.

Respectfully,

Manuel J. Sandoval, Principal
Silicon Valley Advisors LLC

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REAL ESTATE ADVISORY • GOVERNMENT RELATIONS • NEGOTIATIONS • LAND USE PLANNING

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Executive Summary

The City of Avondale is cognizant of the potential economic and neighborhood impacts within the Old Town Avondale Revitalization Area due to growth patterns and the development of major economic projects within the city. To better understand the critical market challenges and respond to the exciting revitalization opportunities inherent in this growth environment, the City engaged Silicon Valley Advisors and an experienced team of economic and architectural consultants to assist in formulating a comprehensive revitalization strategy for this area.

The approach for formulating the revitalization plan is based on six distinct phases: analysis of existing conditions; vision and strategic plan; civic engagement; plan development; implementation strategy; and, public review and approval. This Existing Conditions Report, Phase One, represents the first step in a multi-faceted and highly collaborative process of understanding the specific demographic, market and policy elements that need to be addressed in crafting a feasible and sustainable revitalization plan for the Old Town Avondale Revitalization Area. This report is intended to answer the following:

Data Collection: The economic and demographic conditions existing within the Revitalization Area and the distinct components and factors that will directly influence future development.

Analysis of Economic Activity: The nature and scope of development activity and projects within the study area that reflect existing market strength and offer avenues for leveraging future growth.

Policy Analysis: The extent to which the City's existing General Plan, Zoning, site development standards, design criteria, and related regulatory ordinances present land use issues and conflicts that inadvertently hamper new housing, commercial and retail development within the study area.

Trends and Projections: The nature of and extent to which population and employment growth patterns, existing and proposed regional retail projects, and contemplated infrastructure, traffic circulation and transportation projects will enhance, or hinder, future revitalization in the area.

The residential neighborhoods and retail market areas in the Old Town Avondale Revitalization Area are of significant importance to the overall economic health of the entire City. A key objective of this study is to ensure that the underlying revitalization strategy and proposed plans for the Old Town Avondale Revitalization Area are an integral part of the City's Economic Development Strategic Plan. To facilitate that goal, the consultant team has been assisted by a Technical Advisory Committee and "core base" of community Stakeholders who've offered significant insight and informed opinions with respect to challenges and opportunities for revitalization of these historic neighborhood and commercial areas.

The three significant factors, ***i.e. conditions,*** reflecting the nature of *area-wide, substantive and demonstrable* obstacles for revitalization of the Old Town Avondale Revitalization Area are:

- The absence of a complementary and concentrated "core base" of retail, commercial and office uses providing a distinct ***shopping/dining/service*** destination market within the area;

- The lack of a signature development, i.e. gateway, destination, etc. in the revitalization area of a ***scale, mass and quality*** to solidify a regional and competitive market niche.

- The general perception of the revitalization area as evidencing a high degree of criminal activity posing a threat to public safety and reflected in vacant buildings and negative uses.

The approach for analysis of existing conditions relied on a recognition that the Old Town Revitalization Area is comprised of residential neighborhoods with existing land use patterns, retail activity and geographically unique obstacles to commercial revitalization. These areas are physically defined and divided from each other by the major street systems and traffic corridors that shape the unique neighborhood sub-markets while providing a primary location of retail services for area residents.

When analyzing the OT Revitalization Area, the major street corridors have significantly different characteristics shaped first by the land development patterns of the past and now by traffic patterns and land uses. In addition, the residential demographics of these sub-regions are distinct, further reflecting historic land use patterns in this area. The main corridors – Central, Dysart, Western, and Main, were used as boundaries for different sub-regions, identified for the purposes of this study by the city parks within each of the four sub-areas:

Central Avenue Corridor (Fred Campbell Park Area) which extends from the northern boundary of the Revitalization Area at Van Buren Street to Western Avenue at the south and from the Goodyear boundary at the west to Dysart Road to the east; and,

Dysart Industrial Corridor (Coldwater Park Area) which extends from the northern boundary of the Revitalization Area at Van Buren Street to Main Street/MC-85 at the south and from Dysart Road at the west to the Agua Fría at the east; and,

Western Village Corridor (Deconcini Park Area) which extends from Western Avenue at the north to Main Street/MC-85 at the south, and from the boundary with Goodyear to the west to Dysart Road at the east; and lastly,

Main Street Corridor (Mountain View Park Area), which extends from Main Street/MC-85 at the north and Lower Buckeye to the south, and from the boundary with Goodyear to the west and the Agua Fría River at the east.

The demographic and economic data with respect to each neighborhood area helps define the nature of existing factors, i.e. income, percent of renter occupied households, etc., that have a direct bearing on the existing market strength, i.e. retail service draw, that substantively affect the types of retail uses within the close vicinity of each residential areas. Understanding the underlying, area specific and historic obstacles that need to be addressed to frame a future strategy for economic revitalization is best approached by considering the primary traffic, or retail street corridor, that serves each distinct area.

Accordingly, the policy analysis section of this existing conditions report deals with land use, revitalization and development policies in the context of, and with specific reference to, major retail corridors, i.e. Central Avenue Corridor, Dysart Industrial Corridor; Western Village Corridor; and Main Street Corridor, since a major segment of revitalization challenges and potential project development opportunities are best reflected in how land use policies are successfully applied on these retail areas.

The express purpose of this existing conditions report is to describe the multi-faceted nature of market, growth and policy conditions and issues that define "where we are" within the context of the existing environment as these elements affect future revitalization. We encourage you to consider this report as the first step in formulating a holistic and sustainable revitalization plan for this area.

Defining Area Strengths.

The definition of an area's existing strengths – that is, the lynchpin upon which most successful revitalization plans are based, is derived from a combination of professional expertise and experience, i.e. a Technical Advisory Committee, the project team's comprehensive and critical evaluation of prevalent market conditions, land use policies shaping current development activity, and a serious examination of the candid views and concerns of concerned and informed civic, political and community stakeholders. Significantly, this report is only the "first step" in a series of distinct and on-going collaboration and discussions with both the businesses and residents within this revitalization area and those individuals and entities within the City of Avondale who share a concern and commitment to its revitalization.

This initial analysis relies upon information and policies reflected in previous City efforts intended to foster and support neighborhood revitalization. Without exception, each plan, study and guideline provides at least a contributing element toward a strategic compilation of "building blocks" from which a multi-faceted revitalization strategy can be fashioned. In many respects, the consulting team's focus was to appropriately build upon the planning and analytical framework reflected in the ESI Corporation's "City of Avondale Economic Development Strategic Plan," adopted in June of 2006. Among that study's recommendations was "to enhance re-development of Old Town Avondale."

The SVA consulting team reviewed and analyzed a myriad of research, demographic, economic activity and statistical reports and background information to provide an economic condition and policy backdrop to its summary of obstacles, challenges and opportunities for area revitalization. The basic summary of the background components for this existing conditions analysis include the following:

◊ **Demographic and Economic Activity Report**. McClure Consulting utilized U.S. Census, County employment and job growth studies and projections, transportation plans, pertinent Maricopa Association of Governments studies, city planning reports on building activity, City GIS mapping data, State Economic Security and other related sources to describe existing conditions.

◊ **Revitalization Studies, Plans and Guidelines.** SVA consulting team reviewed pertinent General Plan, Zoning Ordinance and OTAB design guidelines and studies, policy incident crime reports, relevant history and regulatory issues related to distinct land use patterns, like mobile home parks, multi-family uses, etc., utilization of existing neighborhood parks, schools and public open spaces, and housing and retail development trends and patterns affecting growth in the area.

SWOT Analysis.

◊ **Stakeholder Interviews and Visioning.** SVA interviewed 31 key members of the local stakeholder community, including City Council members, to identify concerns and opinions with respect to their views for both an area-wide and corridor-specific vision for the market area and to identify pivotal issues and primary objectives related to a comprehensive revitalization plan.

◊ **Technical Advisory Committee.** The SVA consulting team has held several meetings with key City staff members representing the broad spectrum of departments and city services affecting the revitalization area. While this is a continuing process, the committee's preliminary analysis, thoughts and observations have been instrumental in helping to understand both obvious and subtle considerations with respect to crafting a feasible, comprehensive and sustainable plan.

SWOT Analysis of Old Town Revitalization Area

Strengths	Weaknesses
▪ Long term property owners and residents ▪ Stakeholder interest in preserving buildings ▪ Municipal investments – New Old Town Library, fire and police substation, landscaping and streetscaping of Western Ave, etc. ▪ Visible market interest through new residential and commercial – Tres Rios, etc. ▪ Dysart Corridor reflects a strong light industrial base and provides local employment ▪ American Legion – strong regional membership ▪ New restaurants along Central Ave Corridor ▪ Strong School & Church Presence in study area ▪ Parks & Public Spaces – support residential ▪ Dysart Road - good area for small business growth. ▪ Residents Care about area – asset in re-branding ▪ City's data and mapping capability ▪ Strong Sense of City history and culture ▪ Changing demographics – double-edged sword ▪ City owns several strategic parcels in study area. ▪ School District: master plan Michael Anderson land ▪ PIR interest in stronger relationship with city ▪ Widespread Stakeholder support for Western Avenue	▪ OTAB area perceived as high crime area ▪ Census economic demographics show relatively weak local buying power ▪ Schools perceived as under performing. ▪ Design Guidelines – no strong stakeholder support. ▪ Incompatible land uses ▪ Poorly maintained/vacant buildings ▪ Conflicting Zoning – N & S. of Main Street ▪ OTAB Height & Housing Density – limited ▪ Weak presence of non-profit support entities for skills enhancement of smaller, independent retailers. ▪ OTAB Boundary Area – criteria should be re-visited ▪ Business District Guidelines – no coherent design strategy or overall unifying architectural elements ▪ Absence of business advocacy group ▪ Deconcini Park Area – 61% renter occupied levels suggest weak retail market to outside builders ▪ Absence of property owner rehab efforts on Main St ▪ Dessie Lorenz Park – negative impact on retailers ▪ Signage visibility for individual businesses is weak ▪ Absence of joint marketing efforts by businesses ▪ Absence of vertically integrated mixed use projects ▪ See Attachment 0-4 for Monthly Crime Data
Opportunities	**Threats**
▪ Old Theatre building – has value; possible reuse ▪ Bowling Alley – good community asset ▪ County Housing Authority - Madison Heights ▪ Potential for condos/lofts for young professionals ▪ Strengthen creative "reuse" of existing buildings ▪ Form based zoning codes contemplated for city ▪ New homes along South Dysart help build image ▪ Vacant Single Family lots – potential infill sites ▪ Goodyear Plans along Western – collaboration ▪ PIR – year round event marketing & partnership ▪ Expand event programming ▪ Opportunity to use vacant plaza at NWC of Central and Western Avenues as public amenity ▪ Opportunity for PIR marketing partnership ▪ Potential market for "live-work" spaces ▪ Vacation Ownership – housing product type ▪ Boutique market area within City ▪ Turn ethnic demographic growth into asset ▪ Old City Hall – good site for creative reuse ▪ Need to exert good design on single-family vacant infill lots dispersed throughout residential areas ▪ Expand Crime Prevention Through Environmental Design (CPTED) program utilization	▪ Old City hall – has limited window for rehab ▪ Mobile Homes Parks – reflect crime activity ▪ Social Service Needs high in general area ▪ Main Street/MC-85 – County road widening could disrupt and destabilized retail businesses ▪ Costs of building rehab – prohibit reuse ▪ Older residential parcels – code issues/vehicles, etc. ▪ Major variance in architectural design approaches ▪ Mobile Homes deteriorating within existing parks ▪ Funding for façade improvements, incentives is limited ▪ Absence of on-going business training for owners and managers ▪ Older single family housing stock – poor condition ▪ New Avondale Residents – poor opinion of OT area ▪ Liquor Store on Western – pedestrian safety concerns ▪ Stakeholder expectations for new revitalization plan based on skeptical experiences

I. Economic Conditions

1.1 Economic Conditions and Profile

1.1.1 Introduction: The focus of this portion of the Existing Conditions Report is on issues directly related to revitalization of the study area: demographics of surrounding neighborhoods; the trade area for specialized activities such as restaurants, specialty retail, etc., by population, income, and projected growth; mix, quality, and other characteristics of existing business base; surrounding retail environment; surrounding employment base; and the relationship to other specific features in Avondale and Goodyear.

1.1.2 <u>Demographics of Commercial Retail Areas.</u>

Commercial Corridors:

The Old Town Avondale Revitalization Area has a unique history and role in the growth of the City of Avondale. Today, it presents challenges and opportunities with respect to ensuring this area remains an integral part the larger Avondale community. This study will help define the nature of existing economic conditions, land use patterns, economic factors and opportunities and related land use policy implications and issues as these relate to the four Commercial Corridors within the Old Town Avondale Revitalization Area. These corridors are defined in summary form below and graphically illustrated on Page 8. The following depicts the consulting team's preliminary observations relative to these areas.

1.1.2.1 CENTRAL BUSINESS CORRIDOR. The most significant land use trend is reflected in the interesting and generally compatible mix of local and neighborhood-serving retail operations, non-profit businesses, public educational uses and local residential areas. Generally speaking, this corridor can be characterized as a ***"stable retail market"*** in that there is no visible blight, proliferation of abandoned or board up buildings, landscaping is basically maintained, and a "window market survey" (i.e. driving the area several times) does not show a high vacancy rate in established retail centers or among small, independent buildings. This land use pattern is reflective of much of the commercial corridor from Van Buren Street to Western Avenue. South of Western Avenue, the mobile home park situated across from Michael Anderson Elementary has a major visual impact.

1.1.2.2 DYSART INDUSTRIAL CORRIDOR. With a broad mix of retail, Class C Office, and private, non-profit uses (like American Legion Post 61), existing and emerging land uses, building quality, pending developments, etc., this corridor is best defined as an ***"evolving trade area"*** clearly anchored with a strong and growing market for Light Industrial Uses. On a smaller scale, there are competitive land use patterns related to expansion of office uses and industrial developments, the latter of which is exceptionally well suited for this corridor. In contrast, the existing multi-family uses between Dysart and Eliseo Felix Jr Way are fundamentally incompatible. The multi-family uses exhibit an on-going and disrupting effect, i.e. crime incidents, on existing and emerging industrial uses.

1.1.2.3 WESTERN VILLAGE CORRIDOR. This area exhibits both the strongest emotional interests among stakeholders relative to revitalization and a personal connectivity with respect to the City of Avondale's history and cultural heritage. A fair characterization of this retail corridor is an ***"underdeveloped market"*** with fairly strong and visible signs of economic inactivity, i.e. vacant buildings, and non-commercial uses, i.e. non-profits, community service entities, etc. Elements for

significant retail growth are in place with major municipal improvements like the fire station, police substation, New Old Town Library, and infrastructure related to landscaping and sidewalk improvements. Very often, these elements are persuasive factors in spurring area development.

1.1.2.4 MAIN STREET CORRIDOR. This corridor is a mix of auto-dependent retail, like Circle K, gas station operations, auto repair, tire shops, and general neighborhood-serving businesses situated along both sides of Main Street between Litchfield and Dysart Road. In spite of the disrepair and dilapidated nature of several older, commercial buildings, the area can be characterized as a ***"transitional commercial"*** market. The Tres Rios commerce center (Dysart and Main Street) is a mixed-use 35,000 sq/ft office and 12,000 sq. ft retail project under construction on 7.3 acres. The planned community of Tres Rios Landing is a major residential development, begun in early 2005. Over half of the 369 lots have been developed. A smaller (40-unit) subdivision has also been recently developed adjacent to Tres Rios Landing, on Whyman. These reflect new market interest in this corridor whose economic impact will enhance raw land values in the area.

Multifamily in the revitalization are shown on Attachment 0-1.

Demographic data for the sub-areas are shown on Table 1-0 and illustrated on the thematic maps that show percent renters, percent of housing produced prior to 1980, and other data (Figures1-0, 1-1, 1-2 and 1-3). The data are from the 2000 Census, but many of these areas have not changed much since then. The table and maps indicate that there is considerable variation among the sub-areas in many socio-economic variables. For example:

- Over 20 percent of the population is "linguistically isolated" in the Deconcini Park sub-area, compared to 10 percent for Fred Campbell.
- Males with High School as the highest level of education range from 19 to 36 percent, among the sub-areas.
- Females in the labor force range from 33 to 57 percent.
- Renter-occupied dwelling units range from 37 to 61 percent of total housing units.

The City of Avondale has experienced unprecedented growth since its adoption of the General Plan in 1990. The 2002 General Plan Update noted that growth and its implications with respect to preservation of older residential neighborhoods and continued support for the Old Town Avondale area. This revitalization plan is part of the implementation strategy recommended in the June 2006 City of Avondale Economic Development Strategic Plan.

The existing demographic profiles are reflections of the nature of neighborhood impacts, both positive and negative, that may have emerged since adoption of the General Plan in 1990 and the Economic Development Strategic Plan in 2006. As such, they are indicators of socio-economic conditions that in turn, define and describe patterns of economic distress, i.e. condition of housing. Accordingly, they provide a measurable yardstick, or starting point, for formulation of various economic revitalization strategies. Further, combinations of various factors – for instance, a comparatively higher percentage of renter occupied units coupled with high percentages of lower income residents, provide the lending and development community with an economic snapshot of likely purchasing power in a market area.

These indicators are important in the formulation of marketing and re-branding strategies and especially so if upward trends are evident, even at relatively lower rates of growth. Further, marketing plans for both individual businesses and for area-wide marketing strategies need to consider the degree to

which secondary market consumers, or consumers from outside the immediate trade area, need to be reached for generating new and expanded business opportunities.

Fig. 1-0 Old Town Avondale Revitalization Area Sub-Areas

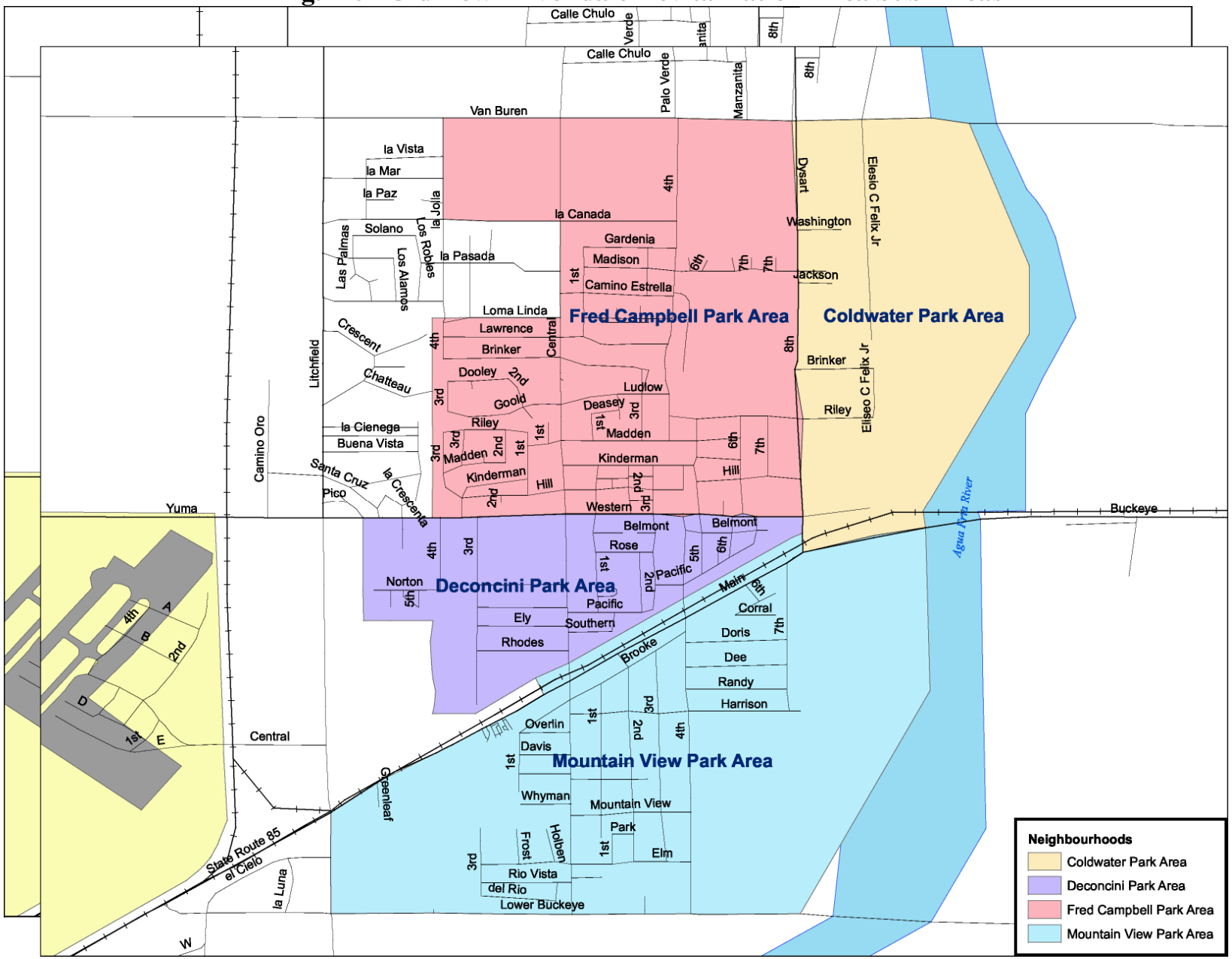


Table 1-0 Selected Demographic Data by Sub-Area

Census variable	Sub-Areas			
	Coldwater Park Area	Fred Campbell Park Area	Mountain View Park Area	Deconcini Park Area
General Characteristics				
Total population: Total	1,413	4,354	3,833	2,162
Total population: Hispanic or Latino	802	2,566	2,799	1,735
% of Total Population	56.8%	58.9%	73.0%	80.2%
Households: Total	510	1249	995	647
Households: Family households	352	937	780	534
Family households: 65 years and over	20	91	125	64
% of Total Family Households	5.6%	9.7%	16.0%	12.0%
Nonfamily households: 65 years and over	31	76	72	20
% of Total Nonfamily Households	19.4%	24.4%	33.5%	17.7%
Households: Spanish; Linguistically isolated	56	120	164	138
% of Total Households	11.0%	9.6%	16.5%	21.3%
Workers 16 years and over: Total	667	1697	1150	644
Education				
Population 25 years and over: Male; High school graduate (includes equivalency)	101	427	249	84
% of Total Male Population 25 years and over	26.5%	36.3%	25.1%	18.6%
Total Bachelor's or Higher Degrees	13	65	26	5
% of Total Male Population 25 years and over	3.3%	5.5%	2.6%	1.1%
Population 25 years and over: Female; High school graduate (includes equivalency)	145	333	240	201
% of Total Female Population 25 years and over	43.9%	28.6%	24.5%	33.2%
Total Bachelor's or Higher Degrees	26	76	14	0
% of Total Female Population 25 years and over	8.0%	6.5%	1.4%	0.0%
Labor Force				
Population 16 years and over: Male; In labor force	473	998	855	364
% of Total Male Population 16 years and over	87.0%	66.8%	64.5%	58.3%
Population 16 years and over: Female; In labor force	248	820	399	355
% of Total Female Population 16 years and over	56.8%	53.9%	33.3%	47.8%
Households: Median household income in 1999	$29,565	$35,901	$25,090	$23,512
Population for whom poverty status is determined: Income in 1999 below poverty level	253	657	1,468	559
% of Total Population	18.1%	15.6%	38.5%	25.9%
Housing				
Housing units: Total	750	1,344	1,063	641
Occupied housing units: Renter occupied	266	715	377	382
% of Total Occupied housing units	54.7%	56.5%	37.3%	61.1%
Vacant housing units: Total	264	78	52	16
% of Total Housing Units	35.1%	5.8%	4.9%	2.5%
Occupied housing units; 2.01 or more occupants per room	20	90	47	77
% of Total Occupied housing units	4.0%	7.1%	4.6%	12.3%
Housing units: 1 or 2 units in structure	37	786	502	283
% of Total Housing Units	5.0%	58.5%	47.2%	44.1%
3 or more units in structure	471	534	98	232
% of Total Housing Units	62.8%	39.7%	9.2%	36.2%
Housing units: Mobile home	241	24	463	126
% of Total Housing Units	32.2%	1.8%	43.6%	19.7%
Total Units Built Pre-1980	235	893	625	413
% of Total Housing Units	31.4%	66.4%	58.8%	64.4%
Owner-occupied housing units: Mean Value	$29,913	$76,883	$53,746	$50,329

Note: Percent values apply to each geographic area individually

Source: 2000 Census; authors

Fig. 1-1 Renters Profile – Old Town Avondale Revitalization Area

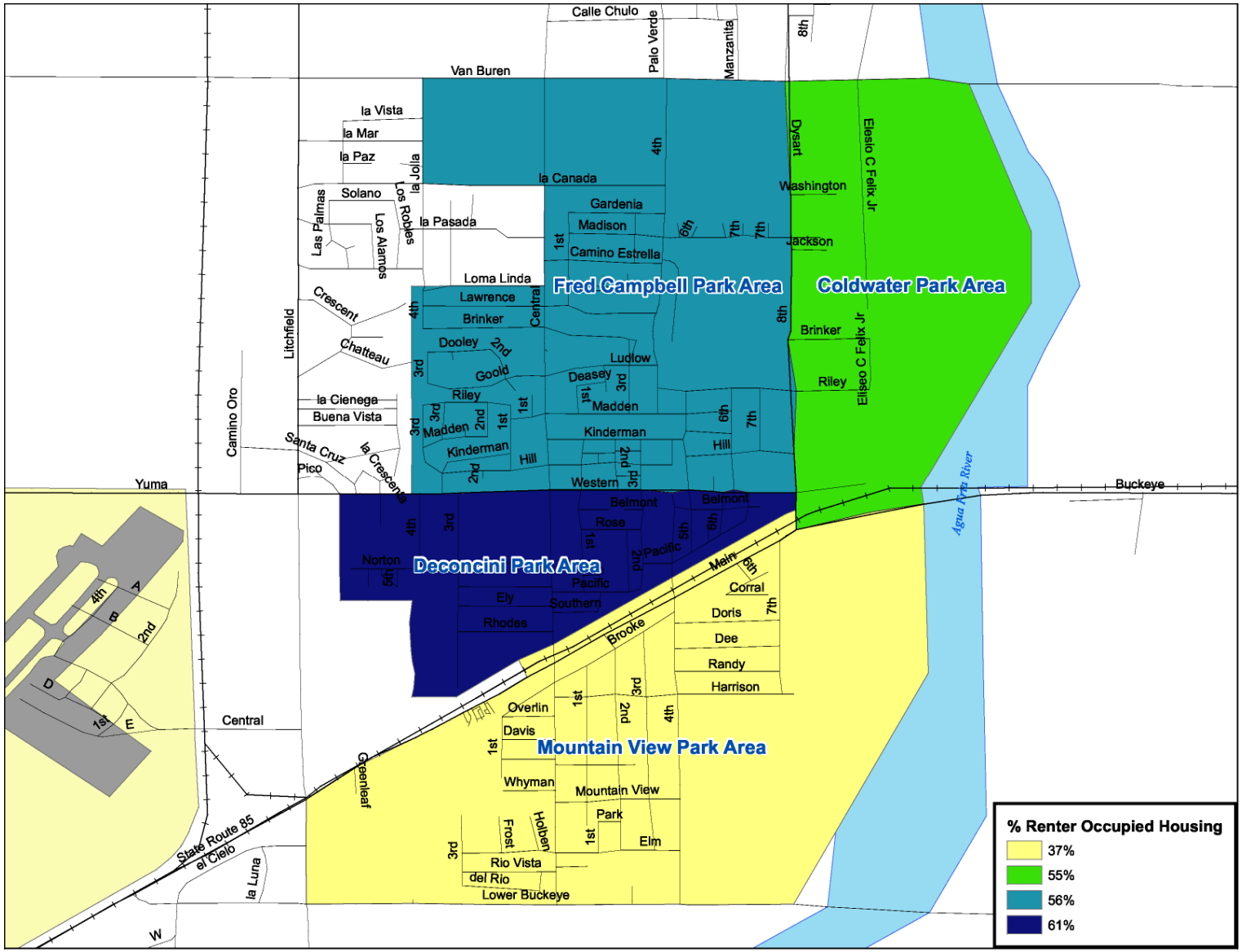


Fig. 1-2 Pre-1980 Housing Profile – Old Town Avondale Revitalization Area

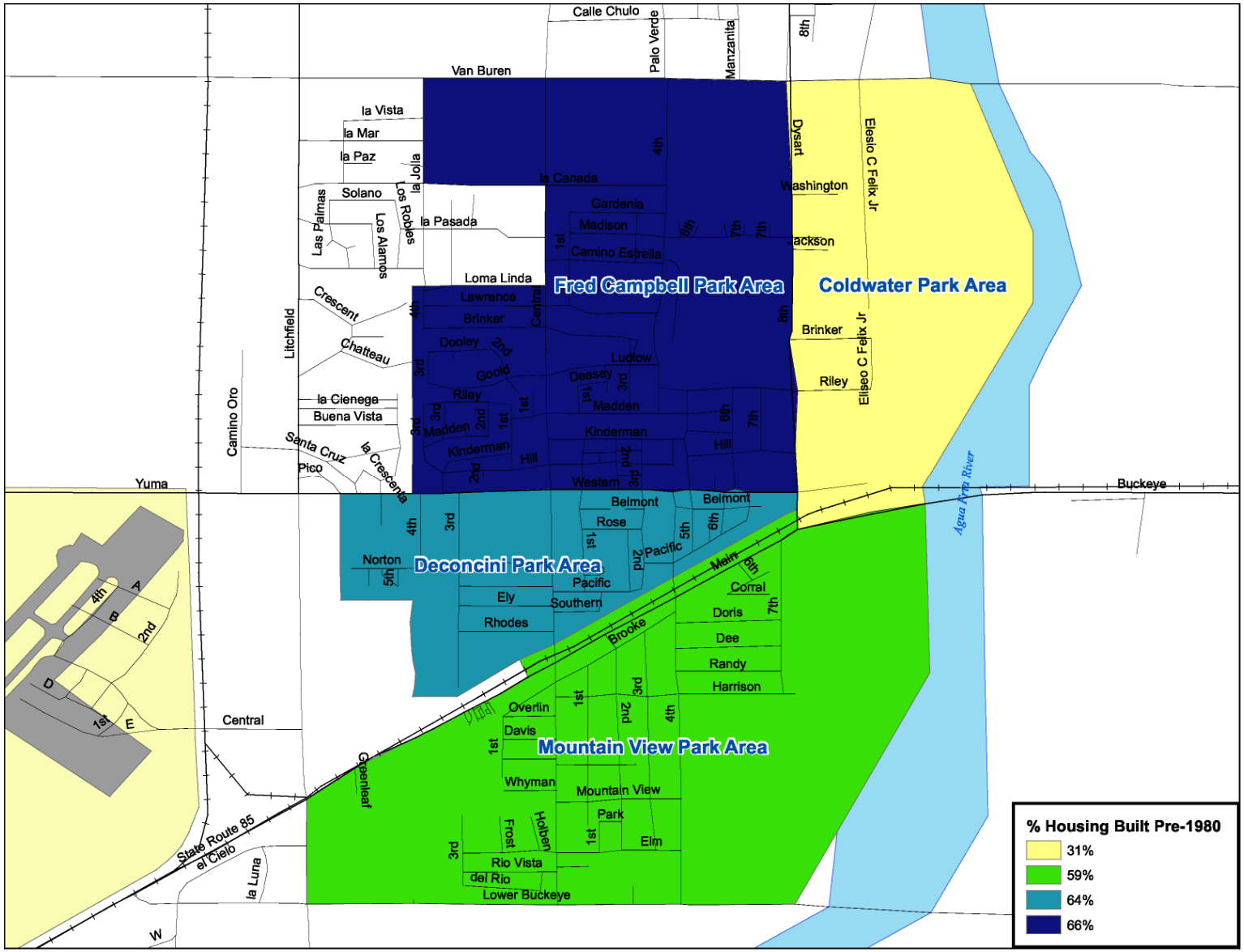
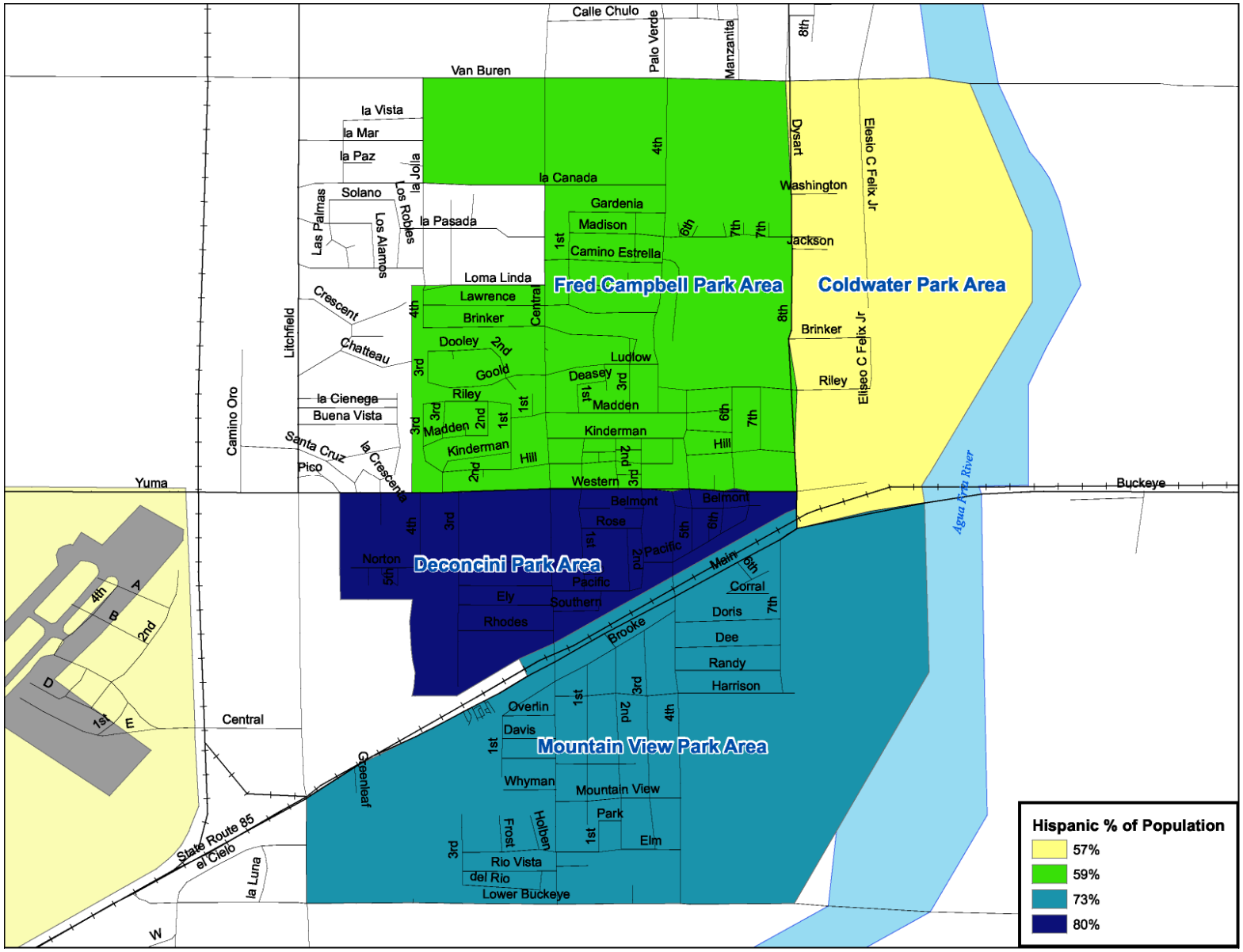


Fig. 1-3 Percent of Hispanic Population Profile – Old Town Avondale Revitalization Area



1.2 Trade area for specialized activities such as restaurants, specialty retail, etc., by population, income, and projected growth

Definition of area and rationale

Following the review of existing research related to Avondale's retail market and general development characteristics, and initial consultations with City officials, the SVA team developed certain initial "working conclusions" concerning the study area. While these preliminary conclusions are subject to change, the guidance they provided to this stage of the analysis is summarized below:

- The Dysart and Central corridors are relatively stable in that visible signs of retail disinvestments – such as vacant buildings, abandoned retail structures, poor landscape maintenance, etc. – are simply not apparent. These retail corridors are in the process of strategic commercial infill within which retail tenants are essentially shopping available buildings and vacant parcels within the entire revitalization area.

- Main Street has a number of problems but a range of potential solutions. There is an obvious turn-over of retail uses without a noticeable change in development improvements, tenant mixes, or signs of significant property investments. This retail corridor is basically recycling the same similar uses without any economic force to entice new retail users.

- Western Avenue poses the most complex challenges and the resolution of those challenges will have the most significant impact on the entire study area. This retail corridor does not command the same market impact, like street visibility, traffic counts, etc., that at various degrees are lease-up factors on Dysart, Central and Main Street retail corridors.
- Western Avenue also offers the most inviting setting for intensified commercial development, given its existing/previous streetscape and civic improvements, potential for land assembly, as well as its general location.
- From a trade-area standpoint, there are two logical "extremes" by which to discuss the options for Western Avenue. The businesses on Western could in theory serve the local neighborhood, or this area could be a "specialty retail" core for Avondale as well as other surrounding communities. The local neighborhood is to some extent already served by the Central and Dysart corridors. The rationale for the specialty retail option includes the following points:
    - Avondale in general has an abundance of retail space at the local neighborhood-serving, like grocery anchored centers on 5-10 acres, i.e. community shopping center, scale (see the Retail Environment section below). With this supply of space, along with the auto mall and the nearby (future) regional power centers at Goodyear Main Street Project, Avondale is a "retail magnet" for the Southwest Valley.
    - Avondale also has a good supply of neighborhood centers serving immediate surrounding areas with about 100,000 square feet of space on roughly five-10 acres of land; but generally these types of center, along with large community centers with rent able retail space of 200,000 – 350,000 square feet in particular, are not particularly conducive to retail experiences associated with recreational/leisure time shopping that occurs in so-called "lifestyle" centers, meaning outdoor centers

catering to a full service shopping experience, such as groceries, dress shops, shoes, eating establishments of both sit down and franchise operations, and other shopping environments that are attractive in their own right. Regional centers, especially the newest ones in metro Phoenix, attempt to achieve this type of appeal, and are successful primarily in regards to larger, national tenants. Retail, restaurant, and service tenants that are smaller, local, or particularly unique are often best accommodated in a lifestyle center or special location, for which Western Avenue can be adapted.

- The fast-growing Southwest Valley has few areas that offer the potential to leverage small-town-downtown charm and access to a large resident and worker base, which Western Avenue possesses, into a specialized retail node, meaning specialty retail, boutique shops, personal services like hair salons, and excluding purchases typically considered as primary needs like groceries.

1.3 Population, Income, Age, Minority Status for 1, 3 and 4 Mile Radius.

In this project we so not conduct a full-scale market analysis of the development potential for commercial uses in the study area. It is arguably more meaningful to examine overall indicators of development potential for the study area. Within a 3-mile radius of the study area, there are at least three instances of major commercial (both retail and office and other employment-intensive uses) and institutional projects being developed based as much on the sheer will of the sponsors of that development (in this case both public and private entities) as on specific market forces: the Avondale and Goodyear City Centers, and Westcor's Estrella Falls project. We have also noted in previous sections of this report that Avondale is a “net exporter” of retail goods, due in large part to the concentration of retail activity along the I-10 corridor. If Avondale and surrounding communities can achieve development of the type represented by these examples, Old Town should similarly be able to position itself to capture some of this potential.

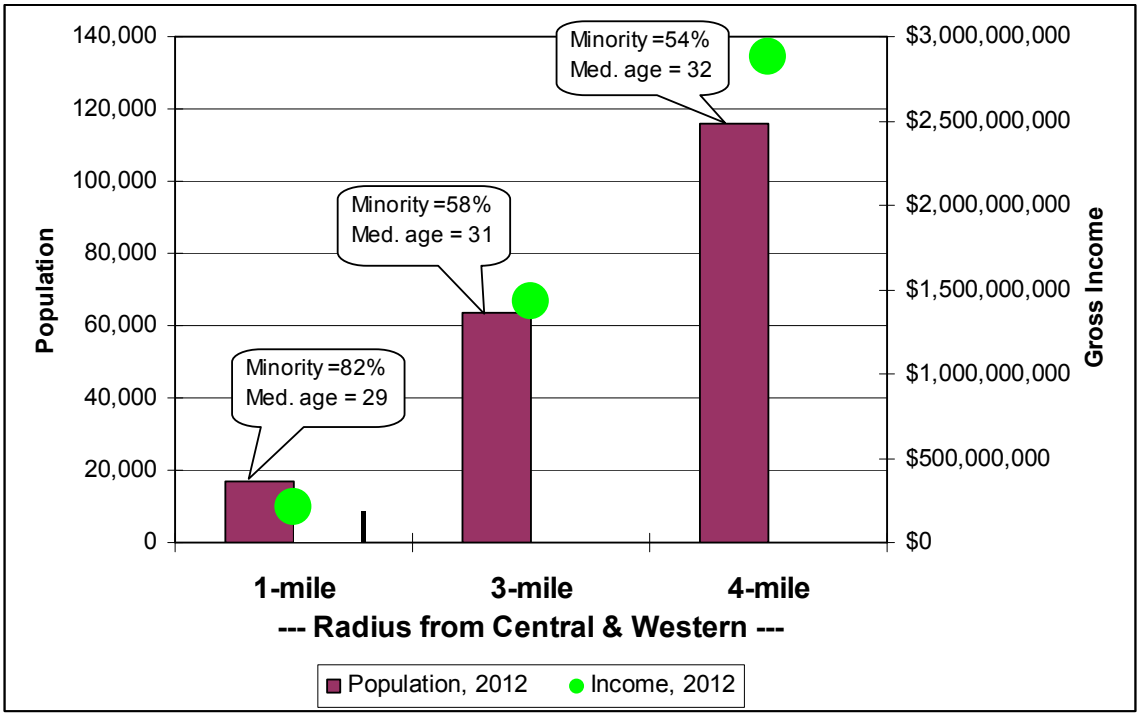
To provide overall indicators of development potential for the study area, we obtained a set of population and demographic estimates for the area within 1, 3 and 4 mile radii from the intersection of Central and Western Avenues, as a point of reference for the study area. The results are summarized on Graph A. The graph emphasizes the scale of the trade area surrounding the study area.

The radii-based data are typical of one component of what any developer would do to assess the market for a particular location. A complete market study would also include comparisons of the market-demand figures generated through the radii-based data with a detailed look at how the presence of competitive projects would affect the potential at a site. However, for the purpose of providing a general scope of the overall market demand *potentially available* to the study area, the following analysis provides considerable insight. Avondale’s “excess” supply of retail space, as noted above, further complicates the process of conducting a full-scale market study for Old Town Avondale. The city already supplies retail goods to consumers well beyond Avondale’s borders.

The primary point here is that Old Town Avondale need only capture a small portion of the potential demand to achieve a dramatic increase in its level of commercial activity. Nevertheless,

the key to bringing additional commercial activity to Old Town Avondale, if such a goal is desired, is applying the same kind of energy that other commercial concentrations being created "from scratch," as noted above, are receiving. It is also important to note that the potential we are discussing here has not been available until relatively recently. It is not coincidental that Goodyear is now taking its City Center project, directly west of Old Town, into the implementation phase.

Fig. 1-4 - Population and Demographic Estimates/Income Including Living Expenses



Gross demand for space in restaurants and specialty goods, within 3 and 4-mile radii lines.

Using the same 1-3-mile data set, we also analyzed generalized retail demand for retail/service uses, using an abbreviated version of retail analysis models produced by affiliates of McClure Consulting LLC in Orange County, The Natelson Dale Group. Essentially, this analysis reflects the distinct retail service needs of a given geographic area in light of established industry standards; for instance, the estimated number of rooftops, households, income, etc., needed to support a certain size grocery store. This analysis included the following categories:

Modeled Categories

Specialty Store Categories
Gifts, art goods & tourist-type retail items.
Sporting goods
Florists
Photographic equipment & supplies
Musical instruments
Stationery and books
Jewelry
Office, store & school supplies*
Other specialties

Restaurant Categories
Fast Food *
Restaurants selling beer and wine
Restaurants selling all types of liquor

Other Potentially Relevant Categories
(addressed indirectly by factoring)
Convenience Markets
Apparel
Furniture and Home Furnishings
* Special treatment in model: Reduced demand by 50%

This analysis was intended only to provide a general scope of the overall market estimates relative to total demand *potentially available* to the study area, which is very different from demand that we expect the study area to ultimately be able to capture. (Also, the model in this form does not deduct existing supply of this type of space.) However, even at this preliminary stage of analysis, we have factored demand levels for certain categories downward, as noted on the table, to reflect more realistic potentials. The model also includes factors for general services (personal services, medical offices, real estate offices, etc.), and for a contribution to sales potential from non-residents such as a proportion of workers, and tourists.

The results of this analysis are summarized on Table 1-1. The table shows that, even within a 3-mile radius, gross demand for space (2008 and beyond) is in the range of 700,000 to 800,000 square feet. At 4 miles, gross demand is 1.3 - 1.6 million square feet within this larger trade area.

Table 1-1: Supportable Square Feet of Retail Space in Selected Relevant Categories

Study Area Retail Trade Areas Retail Category	2007	2008	2009	2010	2011	2012
1-Mile Area:						
Specialty Stores/Restaurants	84,911	86,901	88,938	91,023	93,156	95,340
Other Relevant Categories (1)	29,719	30,415	31,128	31,858	32,605	33,369
Services	16,982	17,380	17,788	18,205	18,631	19,068
Standard Vacancy	4,246	4,345	4,447	4,551	4,658	4,767
Total	135,857	139,042	142,301	145,636	149,050	152,544
3-Mile Area:						
Specialty Stores/Restaurants	418,049	437,326	457,493	478,589	500,659	523,746
Other Relevant Categories (1)	146,317	153,064	160,123	167,506	175,231	183,311
Services	83,610	87,465	91,499	95,718	100,132	104,749
Standard Vacancy	20,902	21,866	22,875	23,929	25,033	26,187
Total	668,878	699,722	731,989	765,743	801,054	837,993
4-Mile Area:						
Specialty Stores/Restaurants	754,917	802,340	852,742	906,311	963,244	1,023,754
Other Relevant Categories (1)	264,221	280,819	298,460	317,209	337,135	358,314
Services	150,983	160,468	170,548	181,262	192,649	204,751
Standard Vacancy	37,746	40,117	42,637	45,316	48,162	51,188
Total	1,207,867	1,283,744	1,364,387	1,450,097	1,541,191	1,638,007

(1) Other potentially relevant categories include apparel stores, convenience markets, and home furnishings stores.

Source: The Natelson Dale Group, Inc. (TNDG).

1.4 Long-term population projections for larger areas, by MAG, and relation to study/trade areas.

Not only is there a sizable population base surrounding the study area, this base will expand as the west side of metro Phoenix continues to grow. One way of demonstrating those expectations of growth is through projections produced by the Maricopa Association of Governments (MAG).[1] MAG is the official source for population and employment projections in metro Phoenix, and their projections, while not always accepted by individual jurisdictions, strongly influence transportation and other region-wide planning. MAG's projections have recently been updated from the last version, published in 2003, and they provide a way of illustrating expectations for how the west metro region will change in the coming years. In this report, we have used the MAG data to literally illustrate these expectations of growth by use of the GIS maps below. At the metro-region level, the maps show how the west side will be the recipient of much new development, and at the local-area scale, the maps show how the market area for Old Town Avondale will expand.

While the MAG projections are important for a number of reasons, they need not always be taken at face value, especially when there are circumstances that are not necessarily reflected in the generation of the numbers – a long, involved process. For example, in Avondale's case, it is likely that MAG projections for South Avondale will soon be obsolete, since the area is scheduled for re-evaluation and will probably be planned for higher densities based on the updated portion of the land use area currently being updated by the City's General Plan.

However, projections for 2010 metro-total population and employment could be overly optimistic given the current "economic correction" stemming from the deflation of home values and associated stress in related sectors. (For example, the forecast update for job growth in the two years of 2007 and 2008, issued September 7 of 2007, and prepared by the Arizona Department of Economic Security (DES), calls for growth of 113,700 nonfarm jobs, with growth rates of 2.4 percent in 2007 and 1.7 percent in 2008. These are still a big numbers, but down considerably from the earlier (April of 2007) forecasts of 3.7 percent growth in 2007 and 3.0 percent in 2008.)

For this project, we obtained the MAG projection data in electronic-mapping form, to illustrate the dramatic growth in both population and employment projected for the Southwest Valley. The population-projection maps are shown on pages Figure 1-8 and Figure 1-9 of this report.

[1] Maricopa Association of Governments, Socioeconomic Projections of Population, Housing and Employment by Municipal Planning Area and Regional Analysis Zone. May 2007.

Fig. 1-5 MAG Population Projections – Metro

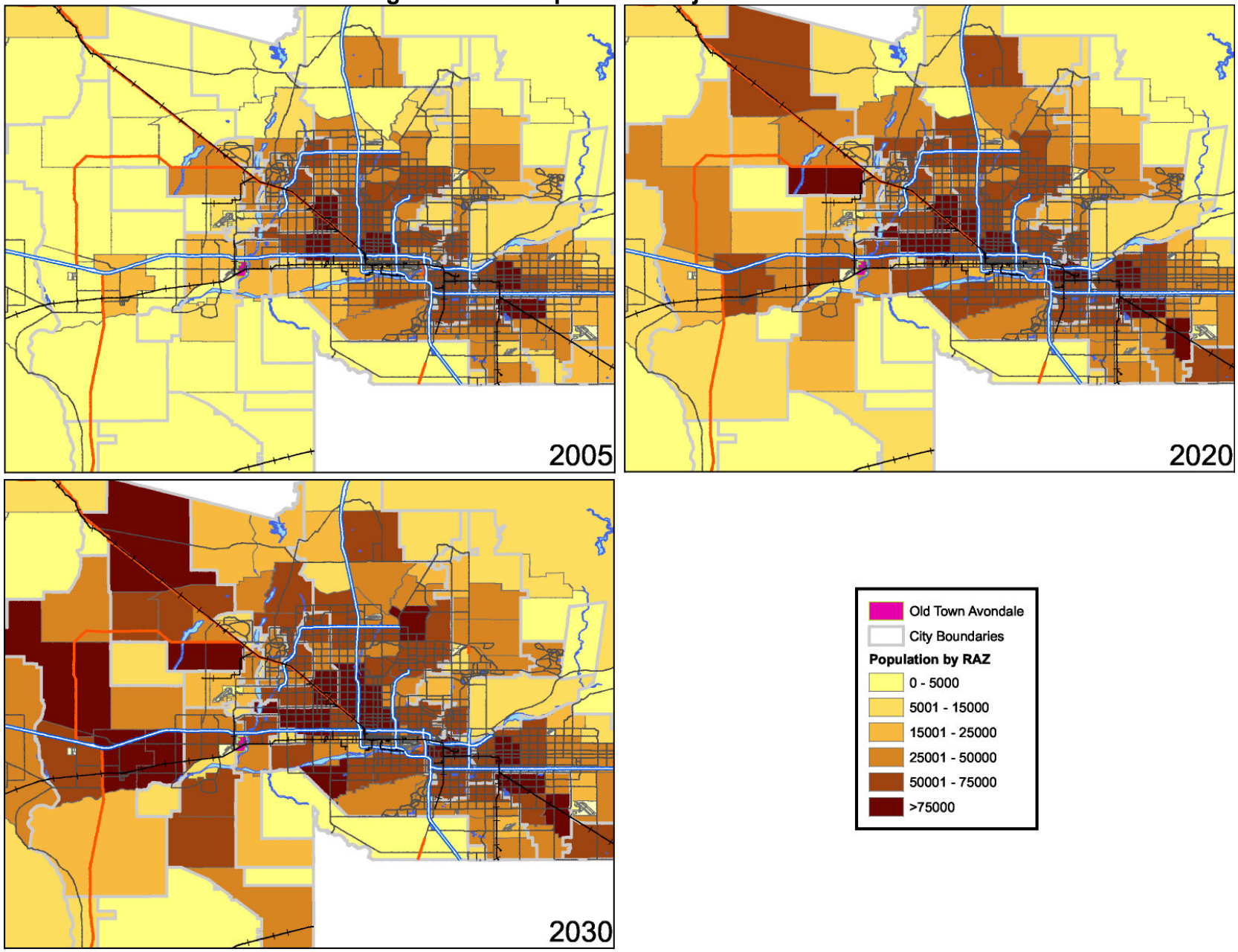
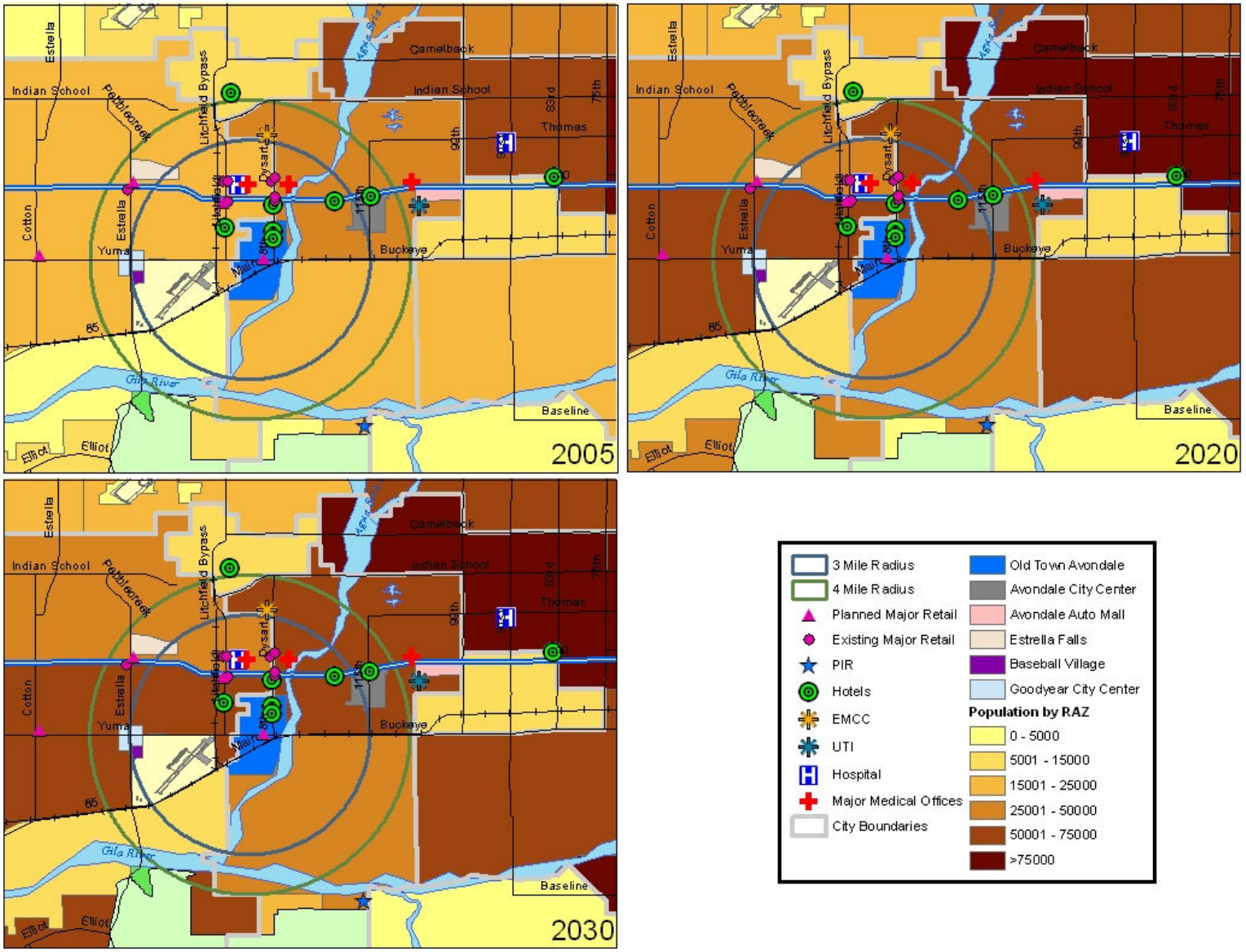


Fig. 1-6 MAG Population Projections –Local level



The 2020 and 2030 maps add additional perspective on the 2012 projected growth figures illustrated graphically (figure 1-5). In short, even though Avondale's future growth figures were reduced for this latest edition of the projections, the maps clearly show that the study area's specific market position – that is, it's geographic location in relationship to evolving population growth areas and emerging employment and retail concentrations - will be stronger in terms of its surrounding trade area, to a much greater extent in the future than at present.

The local level maps (Fig. 1-6) give a close-up view of the growth patterns, and include selected major features, discussed below, in the downtown market area.

Beyond the illustrative power applied in the growth maps, the MAG data is also revealing. Expectations for growth in Avondale have changed in the latest projections from those produced in 2003. These shifts are summarized in the table below for Avondale and primary competitive communities. The table and accompanying text shows that MAG expects Avondale to experience stronger competitive pressure from surrounding communities than the 2003 figures would suggest. We will address this issue again in subsequent phases of this project.

The changes in expected growth patterns from those portrayed in the last set of projections, in June of 2003, are summarized in the statements below and following table. [All statements refer to the current (May 2007) projections compared to the previous set.]

- The overall metro planning area has geographically expanded somewhat, mostly in south Goodyear and the area south of Queen Creek.
- Metro-area population projections for 2010 and 2020 are slightly higher, and lower for 2030 by a very small amount.
- The differences for Avondale and selected West-Valley cities are shown in the following table. (All data are for MAG Municipal Planning Areas. Goodyear is the only city potentially affected by a significant expansion of area.)

MAG Resident Population Projections by MPA

Table 1-2

	Prj yr.	2010	2020	2030
Avondale	2003	82,100	122,500	161,400
	2007	83,853	105,989	123,265
Buckeye	2003	58,600	153,400	380,600
	2007	74,906	218,591	419,146
Goodyear	2003	61,300	161,100	330,400
	2007	71,354	174,521	299,397
Surprise	2003	115,200	213,300	312,300
	2007	146,890	268,359	401,458

Latest figures significantly higher than previous
Latest figures significantly lower than previous

1.5 Surrounding Retail Environment

Summary from ESI City Center study

Avondale's dynamic retail environment was summarized in a document prepared for the Avondale City Center (ESI Corp, 2007). According to that report, in mid 2007 Avondale had approximately 2.7 million square feet of community and neighborhood-serving retail space, translating into 34.0 square feet per capita, which was greater than the metro-area average of 30.7, and considerably larger than the 24.5 square feet per capita in the "Western Suburbs" data area from Tolleson west to Goodyear and including El Mirage and most of Surprise, as defined by ASU Realty Studies. The report also points out that much of the existing retail is north of I-10 and focused on community-scale retail, and consequently the area south of I-10 is more amenable to future local-serving retail development opportunities.

Considering only the portion of the city west of the Agua Fría River, the concentration of retail activity that has gravitated to Avondale's north side (north of I-10, with some of the same type also south of I-10) is perhaps unprecedented in metro Phoenix. It is in any case an impressive agglomeration of big-box, community-level or "power center" retail development.

Sum and general distribution of community/regional retail area within approx. 3-1/2 miles of study area, existing and planned

From the ESI report, there are approximately 2.4 million square feet of existing community-center retail space within 3-1/2 miles of the study area, an additional 1.9 million square feet planned, and 1.5 million square feet of regional space planned (Estrella Falls). Major tenants include Home Depot, Sam's Club, Wal-Mart Supercenter, Lowe's Home Improvement, Petsmart, Office Max, Sportsman's Warehouse, Ashley Furniture, Sam's Club, Target, Michael's, and Kohl's.

Discussion of retail concentrations as "retail magnet"

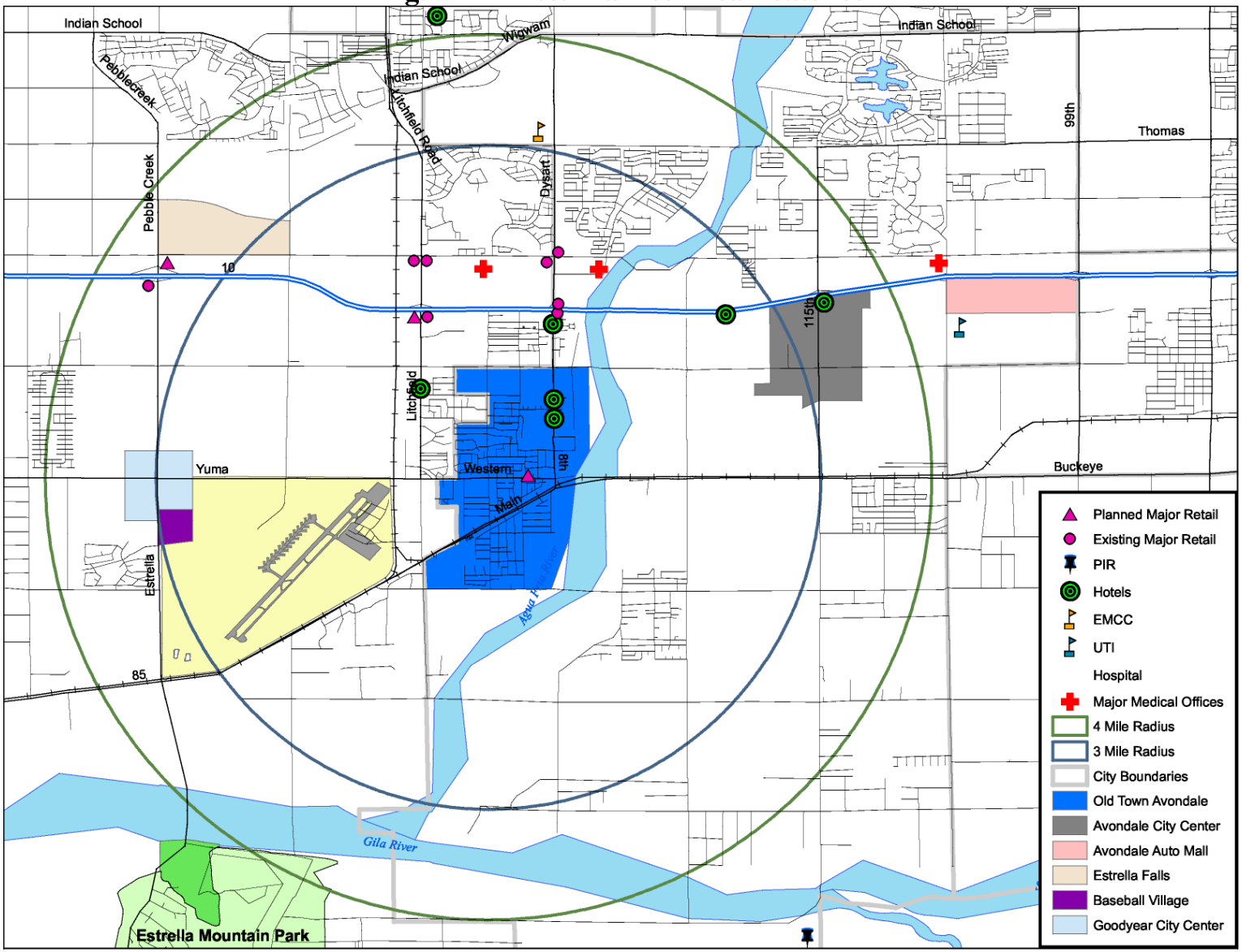
This concentration of retail space is in large part due to the I-10 corridor and development patterns in the West Valley, resulting from the Agua Fría River, the location of Luke Air Force Base, and the Gila River and mountains to the south, and other factors, that also favor the corridor as an appropriate location from which to gain maximum access to the growing residential base in the area. It is reasonable to assume that the volume of this space will be supported by a population base that extends beyond the borders of Avondale and Goodyear. As such, especially when the auto mall is added, the I-10 corridor within the two cities is a magnet for shoppers who could theoretically be diverted to specialty retail on Western Avenue (and other locations in the city including the City Center). Major retail and other market area features are shown on Fig. 1-7.

Summary of other (neighborhood, etc.) retail within 3-1/2 miles

The ESI report also indicates that there are 1.1 million square feet of neighborhood and other retail within 3-1/2 miles of the study area. These centers are generally typical grocer-anchored neighborhood centers or non-anchored strip centers, with a mix of restaurants, mostly fast food, personal and occasionally medical services, and miscellaneous retail.

In the shopping centers closest to the study area, there are a number of vacant buildings, and the tenant mix tends to be somewhat "down-market." A former discount center at the northwest corner of Litchfield and Yuma Roads in Goodyear, which is the closest center of its size class to the Western Avenue corridor, is more than half vacant.

Fig. 1-7 Misc. Market Area Features



1.5.1 Surrounding employment base

A number of major employers are found within 3 to 4 miles of the study area, including those shown below:

Employer	Size measures as noted	Planned expansions	Approx. distance from Central/ Western Aves.
Existing			
Goodyear Airport: Lufthansa-German Airlines, Aviation Management Systems	575 employees	(see text below on airport plans)	1 mile
West Valley Hospital	131 beds		2 miles
Universal Technical Institute (automotive technician training)*	287,000 sq. ft.		4-1/2 miles
Avondale Integrated Medical Services	60,000 sq. ft.	120,000 sq. ft. phases II & III	4-1/2 miles
CAVCO (modular home manufacturer)	400		1 mile
Estrella Mountain Community College	Faculty – 300 Enrollment – 13,000	Enrollment at build-out – 40,000	3 miles
Future			
Avondale City Center	272-acre mixed-use site**		3 miles
Goodyear City Center (see text)	200-acre mixed-use site*		3 miles
Goodyear baseball stadium and Ballpark Village	Approx. 100-acre stadium and commercial complex	50,000 jobs over 50 years	3 miles

*This company recently announced a major cut-back in employees.
** Expected to be a mix of civic, retail, and employment uses, intended to convey the image of the heart of the city, and employing progressive planning and design principles.

1.5.2 Avondale City Center

The City Council has established the following goal for this area:

> *Develop the Avondale Boulevard Specific Area/City Center Plan in order to implement the Council's vision for Avondale Boulevard as a premier destination for shopping, restaurants and entertainment, with exciting mixed use development to include hotels, quality higher density housing, and professional office space, with an atmosphere that is fun, pedestrian friendly and conducive to daytime and nighttime activities.*

The City is currently having a Specific Area Plan developed, which addresses a number the policy and design issues set forth in the goal statement. This project will by default contain projects that represent those aspects of Avondale that have to do with its being a "new city." We

would expect that many of these projects will be large-scale, house major national tenants, and representative of the latest (at the time they are built) development trends, design and marketing concepts, etc.

1.5.3 Goodyear City Center

The City of Goodyear is currently in a Request for Qualifications (RFQ) process for an initial phase of the City Center. Submittals are to be received October 24, 2007. The RFQ states that the services to be provided are:

> *To lease and develop approximately forty acres on the Northwest Corner of Estrella Parkway and Yuma Road in Goodyear, AZ for the purposes of constructing mixed-use City Center facilities, including a city administration building, commercial/retail space, and high density units; may include RFQ No. OP 07-107 to design, build, finance, operate and maintain a Performing Arts Center.*

1.5.4 Summary of airport expansion plans

According to presentation materials for the Phoenix Goodyear Airport Master Plan dated March 12, 2007,[2] the airport's general aviation function is expected to continue and to grow to 387,000 operations by 2025, 3.7 times the level in 2004. Over 600 aircraft, 85 percent of which will be single-engine planes, are expected to be based there by 2025, up from 209 in 2004. To accommodate this growth, and to improve the compatibility of the airport with its surroundings, the airport has proposed a $92 million 20-year capital improvement program. The first five years of that program alone would cost $37.3 million, but the actual 5-year plan is limited to $16.2 million. This expanded capacity should make the airport and the general surrounding area more attractive as a location for businesses that make use of general aviation. The airport has additional land currently proposed for "aviation-related employment," and plans for this area should be finalized along with the Master Plan completion, to occur soon.

1.5.5 General employment for City and neighboring communities

Obtaining reliable data on employment by place of work is always a challenge for small cities and especially suburban cities. For purposes of this report, we compiled limited available place-of-work employment data, as shown on Table A, and used this and other data to estimate that total employment in Avondale could be as much as 80% of the employed population. This means that Avondale is doing relatively well, compared to many suburban communities, in its jobs-housing balance. The table also shows however that many of the city's jobs (by our estimates the table represents roughly 60 percent of Avondale jobs) are in the retail sector – a finding in keeping with the retail concentration that exists in Avondale as noted above (and it bears noting that the table shows employment in 2002). The City will want to enhance its employment balance by both increasing total employment and diversifying into more jobs in higher-paying "export" industries. A revitalized Western Avenue will help attract employers to Avondale and those added jobs will add to the prosperity of the study area.

[2] http://phoenix.gov/goodyearairport/about/planning.html - March 2007 Presentation pdf

The table also shows that Goodyear has a strong employment base, and Tolleson too, given its relatively small population.

Table 1-3 Employment by Place of Work, Avondale and Adjoining Communities

Sector	2002 Employment by Place of Work		
	Avondale	Goodyear	Tolleson
Utilities	(no data by place)		
Construction	(no data by place)		
Manufacturing	(no data)	935	2,560
Wholesale Trade	*175*	*750*	705
Retail Trade	9,738	6,234	405
Transportation and Warehousing	(no data by place)		
Information	*10*	91	*10*
Finance and Insurance	(no data by place)		
Real Estate and Rental and Leasing	63	61	*10*
Professional, Scientific, and Technical Services	117	102	*10*
Management of Companies and Enterprises	(no data by place)		
Administrative and Support and Waste Management and Remediation Services	182	183	*175*
Educational Services	*10*	*175*	(no data)
Health Care and Social Assistance	288	*375*	*10*
Arts, Entertainment, and Recreation	*175*	*175*	*10*
Accommodation and Food Services	529	1,356	99
Other Services (except Public Administration)	170	*175*	49
Public Administration	(no data in this dataset)		
Total for available data	11,457	10,612	4,043

Source: U.S. Census Bureau, 2002 Economic Census Reports
http://www.census.gov/econ/census02/guide/02EC_AZ.HTM

1.5.6 Current and projected employment growth in larger areas, per MAG

Employment growth is expected to be strong in the trade area surrounding the study area. The employment-projection maps (Fig. 1-8 and Fig. 1-9) illustrate the study area's access to a growing base of workers as a source of customers.

Fig. 1-8 MAG Employment Projections – Metro level

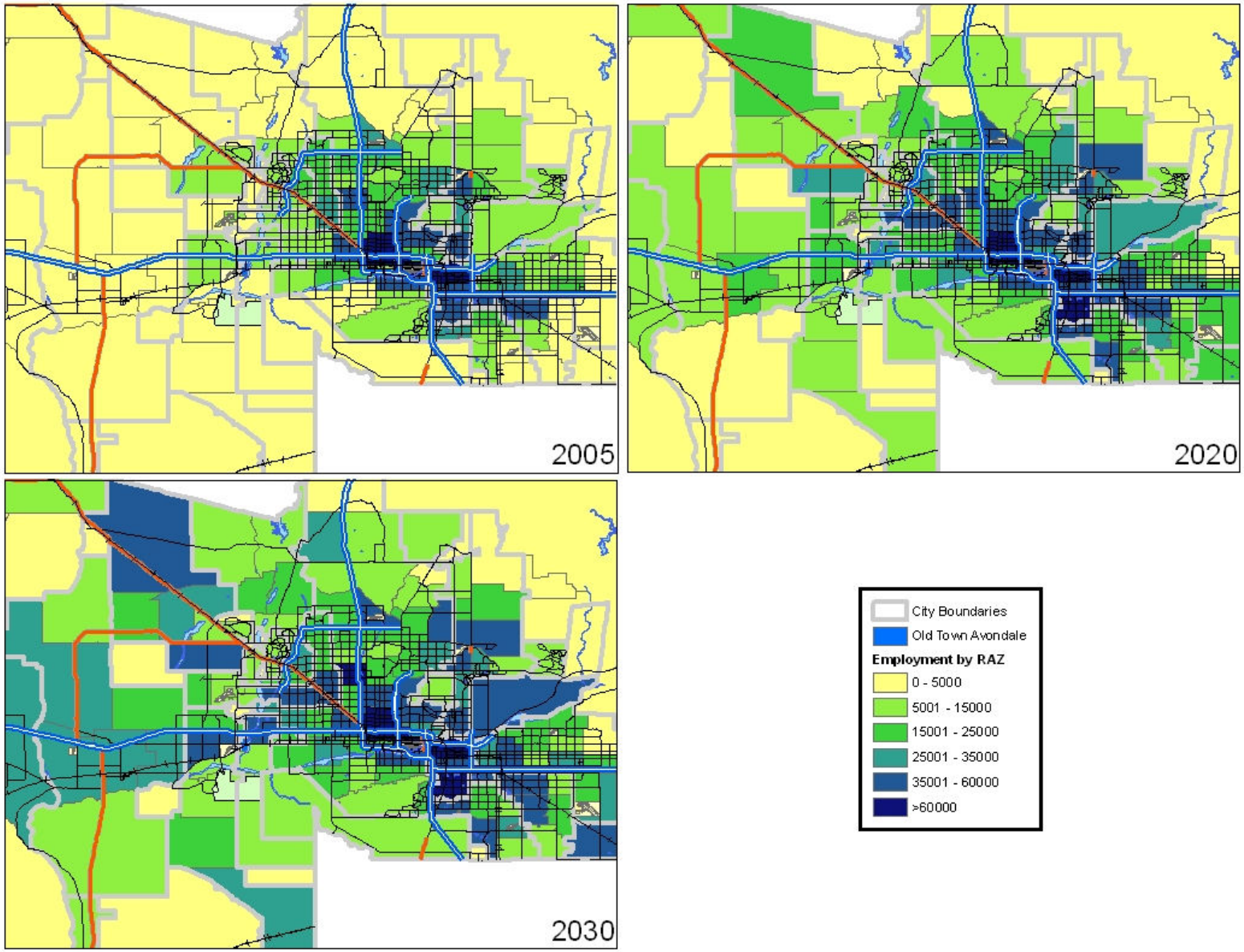
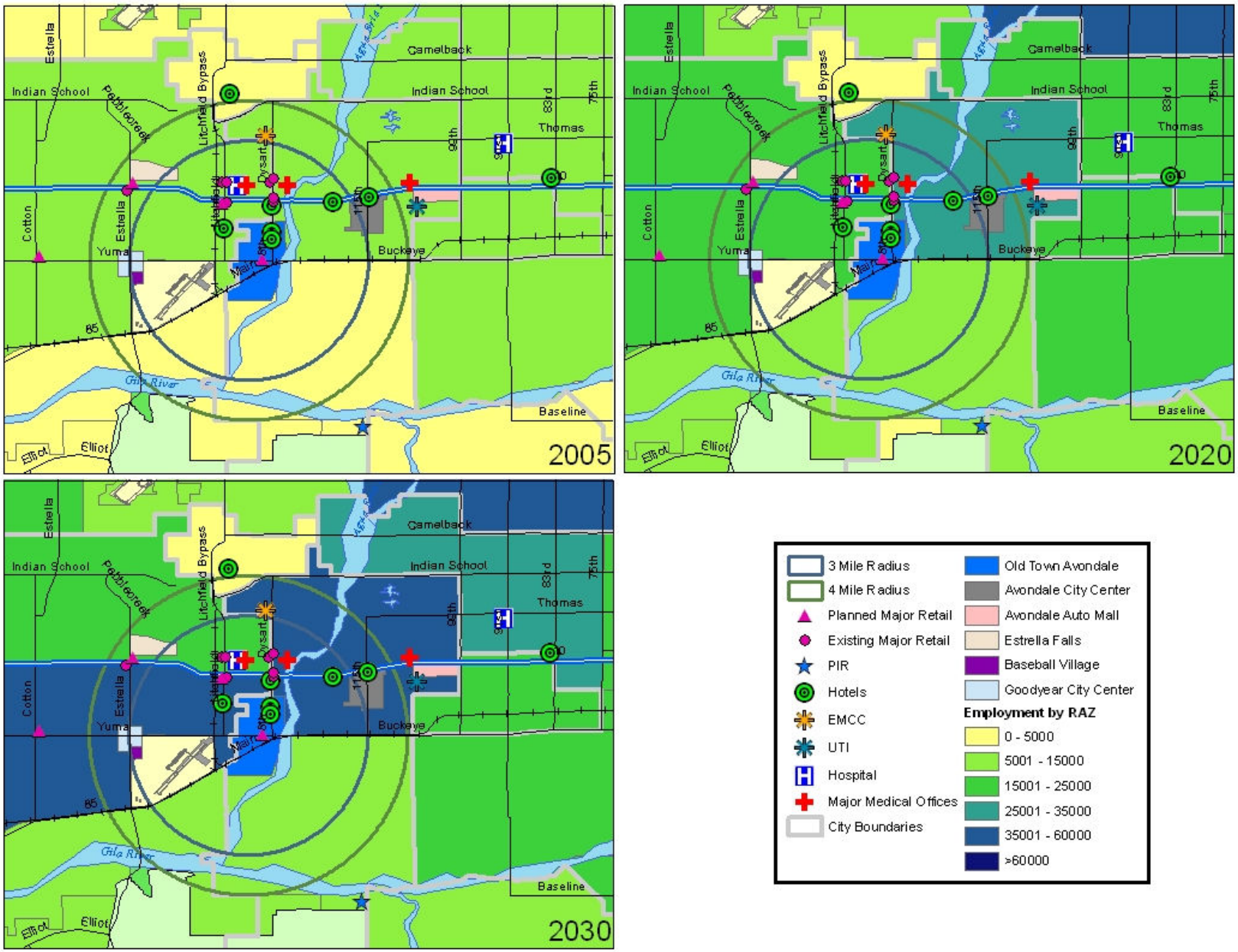


Fig. 1-9 Projections – Local level



1.5.7 Relationship to other specific features in Avondale and Goodyear

PIR. Phoenix International Raceway is accessible from Avondale Blvd. or Estrella Parkway. While not directly accessible from the study area, PIR traffic may be realistically subject to a greater capture rate by study area businesses. Besides two (2) major NASCAR races, PIR hosts a wide array of car shows, events and regional functions annually.

Hotels. There are a minimum of five hotels in Goodyear: Marriot, Hampton and Hampton Inn, all on Litchfield Road; Goodyear Marriot and Residence Inn, American Inn and Suites. The City of Avondale has two Hiltons, 246 rooms in total in two complexes. There is a future Sheraton in the Summit in Avondale, an 8 story, 250-room hotel; Cambria Suites at 103 rd Avenue and McDowell Road, and 107th Avenue and103rd Avenue and McDowell. Hyatt Summer Field Suites and Hyatt Place are pending developments..

Estrella Mountain Park. This 20,000-acre County Park is only a few miles from the study area. While it is mostly undisturbed desert, it has a golf course, a large wetland area and the only grass picnic area in the Maricopa County Park Systems. The Open Space Element within the General Plan's Open Space Theme identifies the importance of protecting and preserving natural amenities and environmental attributes that are unique to Avondale. Parks are specifically referenced within the Recreation Element, (pg 62) in terms of the importance of "neighborhood, district and city-wide parks" as a significant component of the city's quality of life..

South Avondale. This part of the city is located directly south and east of the study area. The area is in the initial stages of being re-planned due largely to the fact that regional transportation plans now indicate that the 801 freeway will pass through South Avondale, thereby changing the market dynamics of the area. At this point, it is reasonable to assume that the area will intensify in density and diversify in land use types from its former low-density mostly residential planning configuration. This will result eventually in an expanded worker and resident population base for the study and add significant commercial/retail along the proposed 801 reliever freeway.

REFERENCE DOCUMENTS

ESI Corporation, *Avondale City Center Market Analysis*. March 2007

Section II. Land Use Policies

A critical step in the formulation of a revitalization plan requires examination of the extent to which adopted planning policies and regulatory ordinances contribute toward effectuating the goals and objectives of the revitalization strategy. Changes in the City's primary economic strategies, often in response to regional and unforeseen market forces, the direct and indirect impacts of growth patterns on transportation and traffic circulation systems, injection in the area of major retail/mixed-use projects, and comparable "determinative factors" may work together to make existing policies either obsolete or unaligned with present day demands of specific retail market areas.

At this early stage of analysis, this existing conditions report is intended to provide a preliminary and summary analysis of the scope and nature of potential policy issues affecting the Old Town Avondale Revitalization Area. As this study progresses, these policy observations will be re-evaluated and reconciled with issues, goals and recommendations that emerge from the City Council Visioning Workshop, Planning Commission briefing, continued input and guidance from the Technical Advisory Committee, stakeholder input and the community charrette/design and civic engagement process that are key components of the conceptual design process.

2.1 General Plan

A major objective of this revitalization plan is to ensure the revitalization and economic development goals within the specific confines and boundaries of the Old Town Avondale Revitalization Area are both consistent with and an integral part of the city's Economic Development Plan. Concomitantly, the revitalization plan will further various goals and objectives of the City's General Plan. At this stage, it appears the general framework, priorities and proposed focus of the revitalization plan is clearly consistent with the Goals, policies and objectives reflected in the City's General Plan as they relate to the Old Town Avondale Revitalization Area.

For instance, the preservation of existing buildings that effectively represent a page in the city's history, rehabilitation of substandard housing, the goal of continued development of unique areas of the city, etc., are examples of primary General Plan objectives affecting the revitalization area. To illustrate consistency, it's helpful to highlight some policy goals and Plan elements as a background for this analysis.

Land Use Theme; Land Use Element (Page 19, General Plan)

The Land Use Element contains as a major goal "Maintain a demographically and culturally diverse sustainable community that celebrates culture." Significantly, the first Objective in that effort is to "Preserve the vitality of existing neighborhoods. This revitalization plan is consistent the Land Use Element regarding neighborhood preservation in that it: "encourages rehabilitation of older neighborhoods;" "continues to promote the rehabilitation of substandard housing," "continues city revitalization efforts

and programs," and "encourages the development of unique areas of the city,"(policies 1-4)

Neighborhoods Theme; Conservation, Redevelopment, and Rehabilitation Element. (General Plan, Page 49)

The Neighborhoods Theme element has two parts: the Housing Element and Conservation, Redevelopment, and Rehabilitation Element. In relevant part, the plan states, "The purpose of this element is to identify measures that can be taken to protect existing neighborhoods from deterioration." (pg 49).The distinct purpose of this element lies speaks to three retail corridors in the revitalization area, namely:

- **Old Town Avondale**. Encompassing Western Avenue east from Central Avenue to Dysart Road, since modified to reflect existing boundary areas. The plan notes, "There is substantial community support for Old Town Avondale revitalization because it represents the community's "heart."

- **Gateway.** The plan references, in part, "Dysart Road from Van Buren Street to Western Avenue," as part of a corridor that can contribute to a gateway for the city." The General Plan also states, "the primary planning issues in this target area are improving the physical appearance of the corridor, …opportunities for infill development, and the relationship of the corridor with adjoining neighborhoods."

Main Street. As defined in this element, "This target area encompasses both sides of Main Street from Litchfield Road to the Agua Fría River;" identified "…as a target area to address its relationship with adjoining neighborhoods, the condition of buildings, properties, and the overall appearance of the corridor." (page 49)

Simply put, the scope and focus of the revitalization plan is substantively consistent with the goals, objectives and strategies reflected in overall General Plan policies and specific objectives and strategies adopted by the Council and related to a comprehensive and targeted strategy for the Old Town Avondale Revitalization Area. In the context of existing conditions, the revitalization plan is in line with General Plan Policy.

2.2 Zoning Ordinance

The preliminary issues and questions related to zoning as existing policies (see Attachment 0-2) are applied to the revitalization area centers on the degree that existing policies – that is, relative to A-1 industrial, C-2 Commercial, and the OTAB Overlay District – respect and respond to distinct land use patterns and uses evidenced along adjacent retail corridors and the extent to which zoning districts, in and of themselves, may warrant refinement given prospect of incompatibility issues between two otherwise allowable uses. We should deal first with the application of existing zoning in retail corridors.

Main Street Corridor. An issue raised by the study's Technical Advisory Committee was the apparent conflict resulting from the parcels situated on the north side of Main Street being zoned

for A-1 Industrial Uses, while parcels situated along the same retail corridor on the South side of Main Street were zoned C-2 Commercial.

Equity among adjacent retailers notwithstanding, fundamental and primary differences in the scope and nature of uses permitted within each particular zoning designations warrants serious review. For instance, Sec. 302 of the Zoning Code states C-2 is *"intended to accommodate development of commercial complexes providing goods and services to a community-wide trade are."* While a Conditional Use Process allows some expansion of uses deemed compatible with general retail, the scale of uses is essentially limited in nature.

In contrast, the A-1 Industrial Zone, Zoning Code, Sec 401, Purpose, states that the A-1 district's purpose is "*to accommodate warehousing, wholesaling, and manufacturing of an intensive nature involving open uses and/or storage, large-scale structures, etc."* By its nature, this type of designation is expansion. For instance, permitted uses include heavy equipment garages, dispatching and weigh stations, and contractor's facilities, among other uses. These operations specifically rely upon large transportation vehicles, i.e. semis, belly dumpsters, etc., that often conflict with retail traffic. Moreover, a Conditional Use Permit under the A-1 zone allows consideration of relatively intrusive uses within retail commercial corridors, like, meat-packing and slaughter houses, auto salvage and wrecking yards, septic tank services, and so forth.

The consulting team will explore with city staff, stakeholders, and residents during the civic engagement processes, various land use options to address the zoning conflict along this major commercial corridor.

Dysart Corridor. A significant portion of underdeveloped and vacant land within the Dysart commercial corridor along the east side of Dysart, between Riley Drive and the Rail Road tracks, is zoned A-1 Industrial. It's within reason that future project development of some allowable uses under the A-1 zoning, especially with access to a Conditional Use Permit process, could conflict dramatically with future and existing retail-oriented uses along the West Side of Dysart Road.

Clearly, planning staff would exert caution in review of any potential land use conflict in the Dysart Road area and relative to other retail corridors within the revitalization area. Still, it's worth noting that land use patterns – and, by extension, allowable land uses within distinct zoning districts, are raising underlying compatibility questions that bear serious thought in light of intensification of commercial uses and the further build-out of vacant lands along major commercial corridors within the revitalization area.

OTAB Overlay District. Zoning policies, including regulatory ordinances, which are expressly designed to support revitalization of older, downtown areas and promote creation of a distinct and marketable "shopping experience" should help to frame compatibility in the context of "permitted uses" with an appropriate balance relative to private sector and market driven decision-making processes. Simply stated, the general spectrum of permitted uses currently allowed under the OTAB Overlay Zone are in line with revitalization goals and strategies as envisioned in this plan.

That said, a related and pivotal question is the extent of substantive compatibility between the allowable uses in the overlay zone and the attendant development standards required to effectuate those uses, given a market-driven need to formulate competitive project scenarios that distinctly rely upon a greater, though appropriate, intensification of land uses in the OTAB zone. A few areas for initial discussion in this regard are as follows:

Vertically integrated mixed-use projects. Aside from scale and massing of a specific project, to what extent do the city's current, or pending, residential design guidelines address the need for private open space, i.e. balconies, patios, etc., within a much more urbanized housing development scenario? Zoning, both with respect to allowable densities and definition of compatible uses, sets the general criteria relative to design objectives and also frames application of specific development standards.

Unifying Architectural Elements. Land use elements and policies are a significant element for creating a unique and definable market area of historic districts, village core areas, etc., that are key to help define ***"how a particular use"*** is integrated into a revitalization area as part of a determination of zoning compatibility. This speaks to the integration of "development criteria" as a desired goal in the processing and review of otherwise permitted uses within an objective of supporting unifying architectural treatments, elements, strategies, on a project-by-project basis.

To be clear, the OTAB zone should strive to establish the first line of review with respect to architectural design criteria in the absence of architectural design review boards, or planning commission review of permitted uses within the Zone. As this study moves forward, particularly in discussions related to Western Avenue, we will address and respond to issues related to ***"zoning, design guidelines and project development standards"*** to help ensure the overlay zone's intent relative to revitalization of the city's old, downtown market area.

2.3 Revitalization Strategies

The revitalization strategies framing the direction and focus of this plan reflect the major policies adopted by the City Council in its June 17th, 2002, adoption of the General Plan. Subsequent policy and study determinations have mirrored and worked to further those primary policy goals. The consultant team has often characterized the underlying focus of the revitalization plan as being *"preservation oriented."* To a large extent, a significant portion of stakeholders has reinforced this theme.

Specifically, with respect to a land use policy context, the Neighborhoods Theme; Conservation, Redevelopment, and Rehabilitation Element, identified several planning issues, the most significant of which were reflected in delineation of specific element Goals, Objective and Policies. Two key directions were:

The character and integrity of Avondale's downtown neighborhoods need to be maintained as the downtown develops; {This is one policy basis for the primary component of the revitalization plan focus being on strategies that include preservation of significant, older and single family housing stock in the area.}

The small-town feel of the downtown area should be preserved to define Avondale's sense of place. {This is one policy basis for a primary component of the revitalization plan including strategies for preservation and creative re-use of existing retail and commercial buildings within the older retail districts.}

Consistent with those policy goals, the Neighborhoods Theme element states a need to "maintain and protect the character of established residential neighborhoods." (Goal 1; Pg 50) and to "Preserve the small-town feel of the Avondale Business Core." (Goal 2; pg 50). Various stakeholders among non-retail entities along Western Avenue have acknowledged the importance of creating a more compatible "core base" of commercial uses within this corridor.

With respect to land use policy, it's instructive that policy objectives within the Neighborhood Theme element recognized the city's interest to *"participate in the relocation of existing businesses from the Avondale Business core that may not be pedestrian friendly, contribute to the streetscape, or have impacts not compatible with the Avondale Redevelopment Implementation Plan to more appropriate locations within the City*." This proposed plan acknowledges this policy objective in terms of constructively exploring land use options for non-retail users in the area.

2.4 Infill Policies and Procedures

To date, infill policies and procedures of the Revitalization Plan's evolution have related to Avondale's adopted Commercial and Residential Infill Incentive Plans, Sec. 19, City Zoning Code, Articles IV and V, respectively. The application of these two programs can potentially be a significant tool in the city's arsenal for strategic project development within several of the distinct commercial corridors in the study area. Both plans may warrant some modification with respect to definitions of eligibility and the application of the policy within a broader scope of the revitalization area. As part of this existing conditions report, an important consideration is recognition of the Purpose (19-63), *commercial*, and (19-83), *residential*, for both programs, namely:

"…to encourage, through reduced fees and other incentives, development of commercial uses in areas of the city which are vacant or otherwise underutilized, and which exhibit some of the following characteristics:

- There is a larger number of vacant, older or dilapidate buildings or structures;
- There is a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminates sites;
- There is a large number of buildings or other places where nuisances exist or occur;
- There is an absence of development and investment activity compared to other areas in the city; and,
- There is a continuing decline in population.

There are several commercial corridors in the revitalization area, i.e. Main Street and Western Avenues, where the programs' purpose is directly in line with existing economic and land use conditions. Two preliminary observations with respect to these two programs are: (a) the residential program limits projects to less than one-acre in size, without regard to a project's

market location; and (b) the Main Street corridor is currently not eligible under the commercial program criteria.

2.5 Development Policies and Procedures

The principal focus with respect to development policies relates to the three zoning districts which collectively exert the greatest jurisdictional control over land use matters within the revitalization area – A-1 Industrial Zoning, C-2 Commercial, and the OTAB Overlay Zone. It is anticipated that potential policy conflicts relative to revitalization objectives will be more clearly defined as a measurable outcome of the conceptual site design scenarios during the community charrette process. Nonetheless, at this stage several issues have arisen that will be considered in further detail:

A-1 Industrial Zone. The existing development standards have provided an effective policy framework for expansion of a major industrial and employment base for local residents. In fact, the design quality of industrial projects appears to significantly exceed traditional design approach for light industrial uses, outside a corporate park development. The quality of design has served to further reinforce market interest and the A-1 zone is sufficiently flexible in its application to respond to site specific concerns related to compatibility with adjacent uses.

C-2 Commercial Zoning. The existing retail and commercial mix of uses within the C-2 zone in the revitalization area reflect the community's need for basic, neighborhood-serving retail services. Some existing retail uses have simply not required city development approvals and those properties suffer from varying degrees of neglect and limited landscape and related site improvements. The zoning itself, however, is not the determinative factor with respect to existing conditions within the revitalization area and specifically along the Main Street Corridor.

The visible land use patterns along the Main Street Corridor appear to perpetuate the continued operation of dilapidated buildings and new retail businesses have little leverage to require landlord improvements on structures that are nearing, or have surpassed, their economic life. Real estate that should be subject to property management, i.e. active investment, effectively becomes a passive investment that effectively discourages and deters future unrelated investment in the immediate area. The need to explore a more aggressive and educational code enforcement effort with respect to existing retail uses and buildings within this corridor is a prime concern.

OTAB Overlay Zone. The Old Town Business Center, nearing completion, is likely the most recent commercial development within this business corridor in some time. That project responds well to the need to respect Western Avenue frontage and provide parking that neither intrudes upon nor detrimentally affects adjacent uses. The OT Overlay Zone provides for a variety of permitted uses intended to allow for the evolution of this retail corridor as a shopping/dining/service market area.

It is anticipated that development issues, standards, conditions, processes, etc. emanating from permitted uses within the OTAB Overlay Zone will surface during exploration of a significantly more intensified development scenario on these parcels. Accordingly, we propose to document these issues, as they arise, and seek TAC and departmental guidance, with regard to emerging development issues in this corridor.

2.6 Transportation Plans

Dysart Road, connection to Lower Buckeye
Dysart Road, which currently becomes a "no outlet" local street south of Western, will be expanded into a collector street and extended south from Harrison Street as a four-lane road, to intersect with Lower Buckeye. This project is scheduled to be done in 2008, in the July 2007 MAG Transportation Improvement Program and the City's CIP (scheduled for 2008-2009). The project includes extending Dysart Road southerly into Festival Fields Park. Improvements include curb & gutter, and a 12-inch water line.

Dysart - Main to Riley Improvements
This project (2007-2008) will provide renovation to Dysart Road from Main Street to Riley Drive. The renovation will include drainage improvements including a new storm drain and multiple catch basins.

Van Buren at Dysart - Intersection Improvements
This project (2007-2008) will improve the level of service at the Dysart Road and Van Buren Street intersection by constructing a dual left turn lane for eastbound to northbound traffic.

4th St. Lower Buckeye to Western Reconstruct
This project (2007-2008) will provide complete reconstruction of the 4th Street pavement from Lower Buckeye Road to Western Avenue, and will also include significant drainage improvements including a new storm drain and multiple catch basins. Right-of-way will be purchased for the retention basins

CDBG Street and Sidewalk Improvements
This project (2007-2017) is bounded by 4th Street on the west, 7th Street on the east, Harrison Drive on the south and Main Street on the north. Improvements consist of a complete reconstruction of the pavement and sidewalks where necessary, and include removing and replacing water and sewer services where applicable to bring them to current standards.

Central Avenue
Project (2008-2010) will rehab Central Avenue from Western Avenue to Van Buren Street.

Traffic Signals: Central and Lower Buckeye (2007-2008); 4th Street and Van Buren (2009-2011); Dysart Road and Lower Buckeye Road (2013-2017).

MC-85
MC 85, Main Street, is planned for widening to a six-lane divided street. According to the approved plans, the additional width required for the added lanes, although minimized by the design configuration, will result in loss of frontage for some properties along the north side of Main.

The timing of this project is uncertain. While the project is proceeding on portions of the road the east of Avondale, at the present time no work is scheduled for the Avondale sections in the 5-

year capital improvement program for county roadways. According to a MCDOT contact,[3] the county is finding that, generally, right of way cost is far exceeding budgeted amounts, and consequently road construction projects tend to fall behind schedule. When the road does get improved, the County's funding will generally cover only the "bare bones" of the widening, with no sidewalks, bus stops, street lights, curbs and gutters or pedestrian/bike improvements, unless the City chooses to add such features and pay for them

The (preliminary) implications of this project for revitalization efforts are the following:

- Revitalization planning involving the north side of Main must recognize the limitations of the status of the project. That is, property owners will doubtless be discouraged from investing in properties (or business that depend on those properties) that could be compromised by the widening.
- The already shallow lots on the north side of Main will be more difficult to use or to re-purpose for any economic activity.
- The widened road will result in increased traffic on Main, which represents both an opportunity for transportation-related businesses, and a challenge for mitigating the relative isolation of the Mountain View Park neighborhood.

2.7 Utilities

Central Ave Sewer Line - Hill to Van Buren
This project replaces the 8" main on Central Avenue from Van Buren Street to Hill Drive with 10" or 12" pipe, and will be done in conjunction with the road improvement listed above.

Central Ave - Lower Buckeye to Western
Complete waterline improvements on Central from Lower Buckeye to Western (2007-2008).

Dysart Rd - Van Buren to Western Water Line Improvements (2007-2008)
Done in conjunction with the street project, this water project consists of replacing the existing six-inch water line in Dysart Road with 5,700 linear feet of 12-inch water line from Van Buren Street to Western Avenue.

South Avondale Water Improvements (2007-2017)
This provides funding for miscellaneous water projects throughout South Avondale. Projects typically include replacement of obsolete and deteriorated water lines, relocation to eliminate other construction conflicts, and water valve and meter upgrades.

4th Street - Lower Buckeye to Western (2007-2009)
In conjunction with the street project, this water project would consist of replacing the existing six-inch water line in 4th Street with 4,700 linear feet of 12-inch water line from Lower Buckeye Road to Main Street (MC85).

2.8 Parks and Trails

[3] Tom Larson, MCDOT, in conversations with Ruth Clark, City of Avondale.

West Valley Corridor/Multi-Modal Trail System
This project (2007-2017) is a phased implementation of recreational trails and improvements throughout the West Valley Recreation Corridor. A multimodal trail system will be developed to provide connectivity along the Agua Fría River, with a trail head planned at Coldwater Park, and with street access at Van Buren Street. The West Valley Recreation Corridor is a 70+ mile multi-modal, non-motorized corridor connecting residential areas, parks, schools, recreation and commerce within and around the project site – the Agua Fría River and New River, within Maricopa County.[4]

Coldwater Park Improvements (2007-2009)
Existing ball fields will be converted to a passive trailhead as part of the West Valley Recreation Corridor project. Site amenities may include benches, ramadas, lighting and restroom facilities. Ball fields are being relocated to Festival Fields Park.

El Rio Nature Area
Project (2010-2017) will develop a plan for nature interpretive and passive recreation around the confluence of the Gila, Salt, and Agua Fría Rivers.

Agua Fría Restoration
This project (2007-2009) includes planning, design and development to restore riparian habitat and native resources along the Agua Fría River. This specific project will be a component of the West Valley Recreation Corridor. Improvements will include passive recreation, trails, observation platforms, landscaping and signage.

2.9 Facilities

New Old Town Library
Construction of a new 12,500 square foot library on Fifth Street and Western Avenue to service the old town Avondale area. Groundbreaking ceremony held Oct. 10, 2007.

Municipal Operations Center
Construction is complete on the Operation and Maintenance building at Fourth Street and Lower Buckeye for the Utilities, Field Operations and Parks departments. Future expansion will be required to meet growth demands.

2.10 Traffic and Circulation Patterns

Annual Average Daily Traffic numbers are shown on Attachment 0-3. Traffic circulation in Old Town is complicated by the Union Pacific rail line that parallels Main Street, and the intersection of Western Avenue with Dysart close to the intersection of Dysart and Main. The widening of Main Street (see above) will make crossing the street more difficult for pedestrians. Traffic is likely to continue to increase on Main Street whether or not it is widened.
Circulation will be improved in the area by the extension of Dysart to Lower Buckeye (see above), and other street enhancements as noted above.

[4] http://www.friendsofwvrc.org/

2.11 Economic Development Plan

According to the City's Economic Development Plan, "A vibrant and interesting downtown plays a critical role in the overall quality of life for the City and the surrounding neighborhoods." The Plan notes that Old Town Avondale currently lacks a clearly defined focus and niche, and has other functional challenges, but that the City's decision to take a more holistic approach to Old Town, opens the door to potential benefits from a comprehensive approach to infill policies, facility development and other improvements. The Plan includes a strategy to "prepare and adopt a specific plan and implementation program for Old Town Avondale."

Other relevant topics in the report deal with concepts of capitalizing on PIR and the motor sports industry, which could be important for Old Town as a source of patrons as well as job development, promoting the City as a tourist destination, and supporting the development of small businesses.

REFERENCES: City of Avondale Capital Improvement Plan, Fiscal Years 2008-2017
City of Avondale Economic Development Strategic Plan, ESI Corporation, June 2006.

2.12 Parking, Site Design, Development Standards

Within the three distinct zoning districts at play within the revitalization study area, the site design and development elements addressing "parking, plan layout, and applicable development standards" are relatively well-settled. One potential area of interest was noted earlier relative to the nature of the city's application of industrial site development standards, (A-1), regarding building heights, setbacks, etc. for office and administrative uses allowed under the Commerce Park designation and permitted under the A-1 zone. That aside, it's anticipated that significant and very basic issues related to these design development elements will emerge during the conceptual site design charrettes and will revolve around two fundamental questions.

OTAB Overlay Zone. The revitalization plan approach proposes to use a civic education and design engagement process based on the idea of "reverse engineering, that is, to engage stakeholders and area residents and businesses in helping shape, though a charrette process, the scale, massing and development components required to essentially develop over-reaching architectural themes and acceptable design scenarios that capture and reflect their vision for certain opportunity sites within the revitalization area. As noted earlier in reference to development standards, one key purpose of the design exercises is to define acceptable development intensities and then weigh the relevant design and development criteria against existing policies.

Main Street Corridor. As with the Western Avenue-OTAB Overlay Zone exercise with regard to conceptual site design, Stardust will employ a similar process at the intersection of S. 4th Street and Main Street. One critical result of this charrette will be to flesh out options and alternative design approaches that respond to two retail corridor revitalization objectives: first, to scope out interim site development and building façade improvements to enhance existing retail uses; and secondly, to frame a highest and best use scenario consistent with identified neighborhood needs.

As with the OTAB area, we anticipate that parking, site development and design issues and preferred approaches will evolve requiring a re-visiting of standards and approval processes for

new and substantial rehab projects within this corridor. The goal is to flesh out policy and regulatory obstacles to good design through a process that employs all the sequential steps that a development project would ordinarily undertake in the course of seeking land use entitlements. Hence, this process will either confirm existing policies or suggest alternatives to directly enhance development standards within the distinct Main Street Corridor.

2.13 Housing Policies and Programs

The 2002 General Plan update was, in part, a response to the State's Smart Growth and Smart Growth Plus legislative mandates. Among other things, these statues required a revisiting by local municipalities of policies to ensure a greater mix of housing opportunities and increased attention to strategic housing infill. In that context, a major General Plan Goal was to "encourage development patters that use land in an efficient and sustainable manner." In adopting that goal, the city recognized that "development of vacant parcels in developed areas can contribute to the efficient use of infrastructure and neighborhood stability," as stated in the policy objective.

The Housing Element, (pg 45) acknowledged the critical role of Neighborhood Housing Services (NHS), Habitat for Humanity, and Mercy Housing, among others, in providing housing rehabilitation, new construction and affordable housing for both new home buyers and senior citizens in the revitalization area. It is anticipated that strategic partnerships and expansion, if feasible, of these types of services will be a main component in the implementation strategy of the revitalization plan.

The planning issues identified in the Housing Element have generally been echoed by revitalization plan stakeholders – that is, "existing neighborhoods that currently provide affordable housing should be maintained and updated." One of the primary goals in that element is to ***"preserve, enhance, and expand the existing housing stock to provide a range of safe and sanitary housing opportunities for all Avondale residents."*** In many respects, therefore, an examination of housing polices and programs of revitalization plan is centered on two points: one, the preservation of existing residential housing stock; and two, the strategic development of housing infill projects, including mixed-use developments, within the commercial corridors of the revitalization plan area.

Responding to a city-wide need for expanded housing opportunities includes a serious examination of the extent to which housing development strategies within the revitalization area can address larger housing issues. Housing can, and with through this revitalization plan should readily serve as a critical economic development tool in terms of a growing labor force, and as part of the basic economic infrastructure for enhancing the financial feasibility of retail projects such as mixed-use and infill deals.

For instance, the potential for creating first-time homebuyer, and younger market oriented housing, like *lofts, 1-2 bedroom condo projects, etc.*, within areas like the Western Avenue historic district, could potentially assist in recruitment of badly needed policy and fire fighters, teachers, and medical personnel like nurses, lab techs, etc., within the area's medical industry. In addition to that general observation, the plan's analysis with respect to housing will initially focus on three areas noted in the policy objectives within the Housing Element of the updated 2002 General Plan:

- Investigate opportunities to provide low interest loans to fund housing rehabilitation to meet city codes;

- Consider incentives or higher density residential housing adjoining downtown.

- Encourage safe housing, neighborhoods, and buildings that are free from blight, including the enforcement of city building codes.

2.14 Historic Preservation Policies and Programs

The General Plan codified the broad nature of resident and business support within the Avondale community for preservation of existing neighborhood areas and buildings reflective of the city's history and cultural legacy. The City does not appear to have a defined nucleus, or historic district, of architecturally significant structures as defined by the Secretary of the Interior or State Architect's Office. The historical significance of areas, natural resources, distinct communities and historic locations reflective of various periods in the City's growth are equally important in terms of historic preservation efforts.

2.15 Permitted and Allowable Uses

The OTAB Overlay Zone is the primary land use document that may be the subject of broad-based stakeholder and citizen-design discussions with respect to several distinct plan objectives that have a direct relationship to the question of "permitted and allowable uses" within a distinct zoning district. The distinction with regard to industrial and commercial zones is a simple one, yet infinitely important in terms of the critical components for creating a definable shopping district. For instance, industrial uses along Dysart Road and to some extent along the North side of Main Street may pose general compatibility issues as this relates to physical intrusion or operational conflict of two distinctly independent uses within a specific corridor.

Similarly, the relationships between permitted ***auto-dependent*** retail, *i.e. tire shop, mechanics, etc.,* juxtaposed against and adjacent to an ***auto-related*** retail operation, i.e. Circle K, grocery store, similar to the industrial use analysis, meaning each use can be independent yet should be compatible with its neighboring use. In contrast, the issue with respect to permitted uses within the OTAB Overlay Zone raises entirely different thresholds for compatibility.

Specifically, Western Avenue and those parcels and uses situated within the overlay zone are less dependent on traffic visibility, impulse purchasing, or pursuit of an "impulse consumer." In other words, consumers and shoppers make a conscious decision to either walk or drive to that principal location or market area. Moreover, they generally do so with the idea of patronizing more than one retail use. Compatibility, therefore, involves physical and operational relationships between adjacent retail uses within the overlay zone, in addition to at least a desired compatibility relative to the nature of the use itself. For instance, a series of similar restaurants along Main Street is not an issue, whereas on Western Avenue having different types of food offered by each retail restaurant is the nucleus of a destination retail shopping district.

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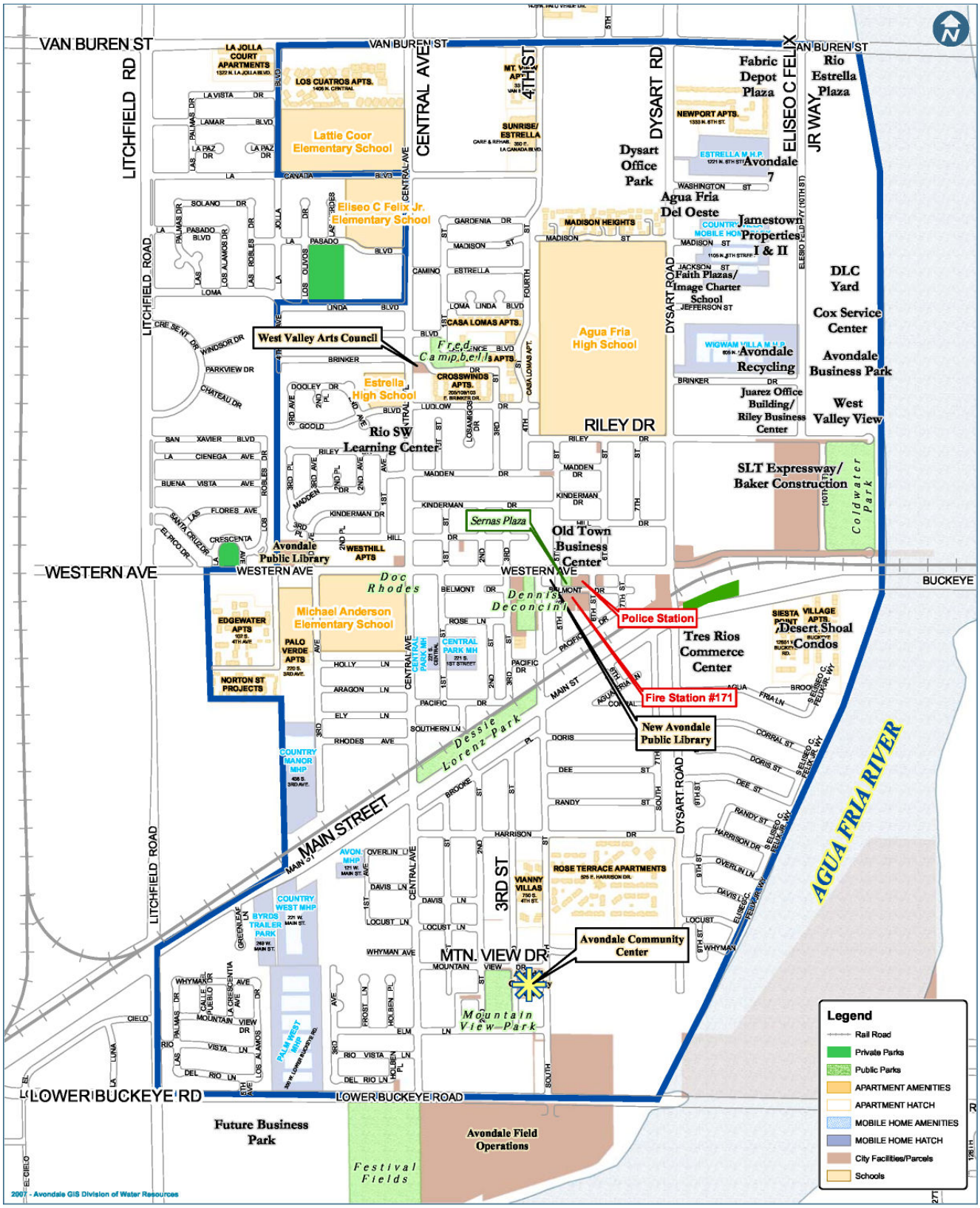
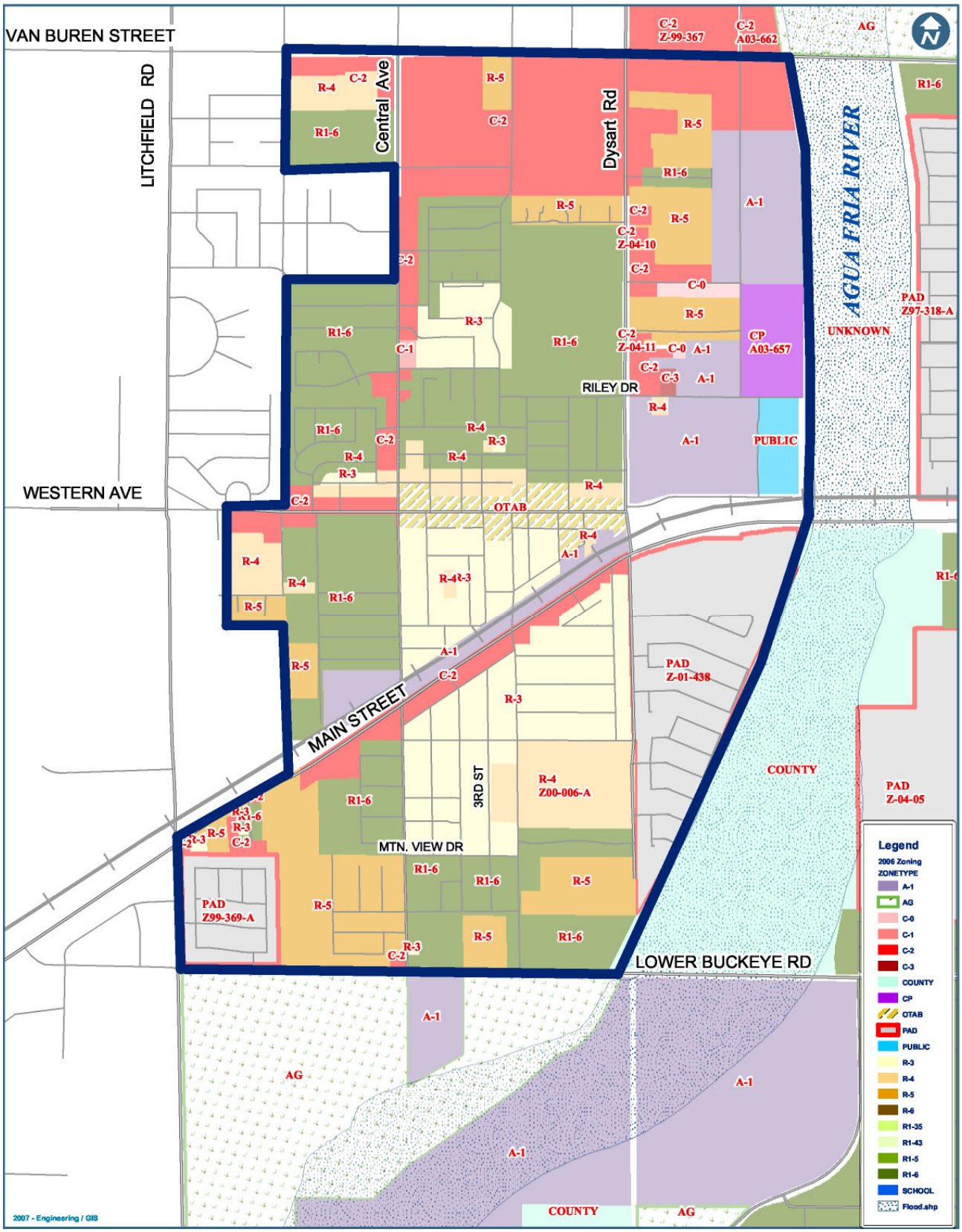
Attachments

Attachment 0-1 Revitalization Projects - Multifamily

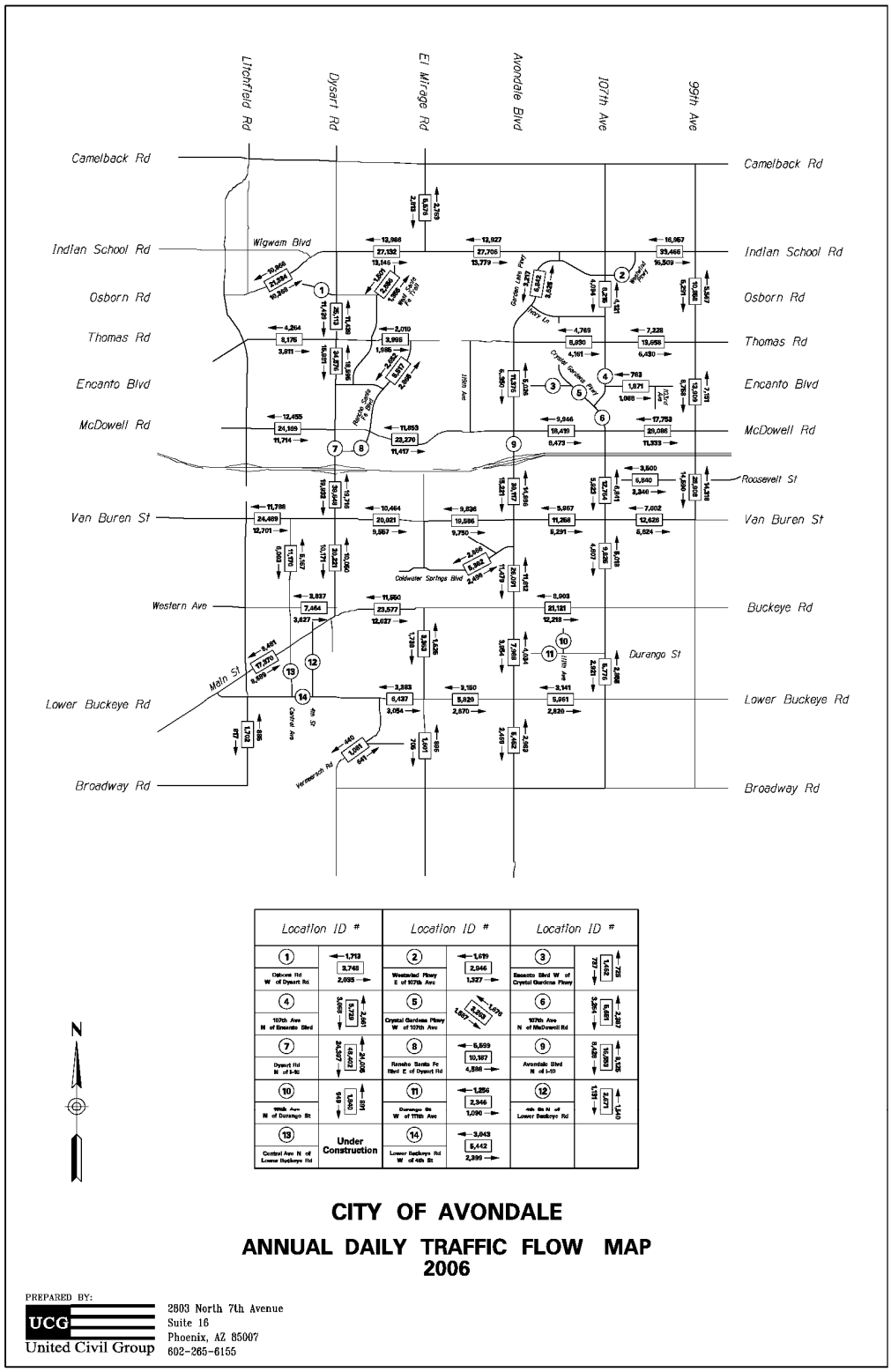


OLD TOWN AVONDALE PROJECT AREAS AND MULTI FAMILY

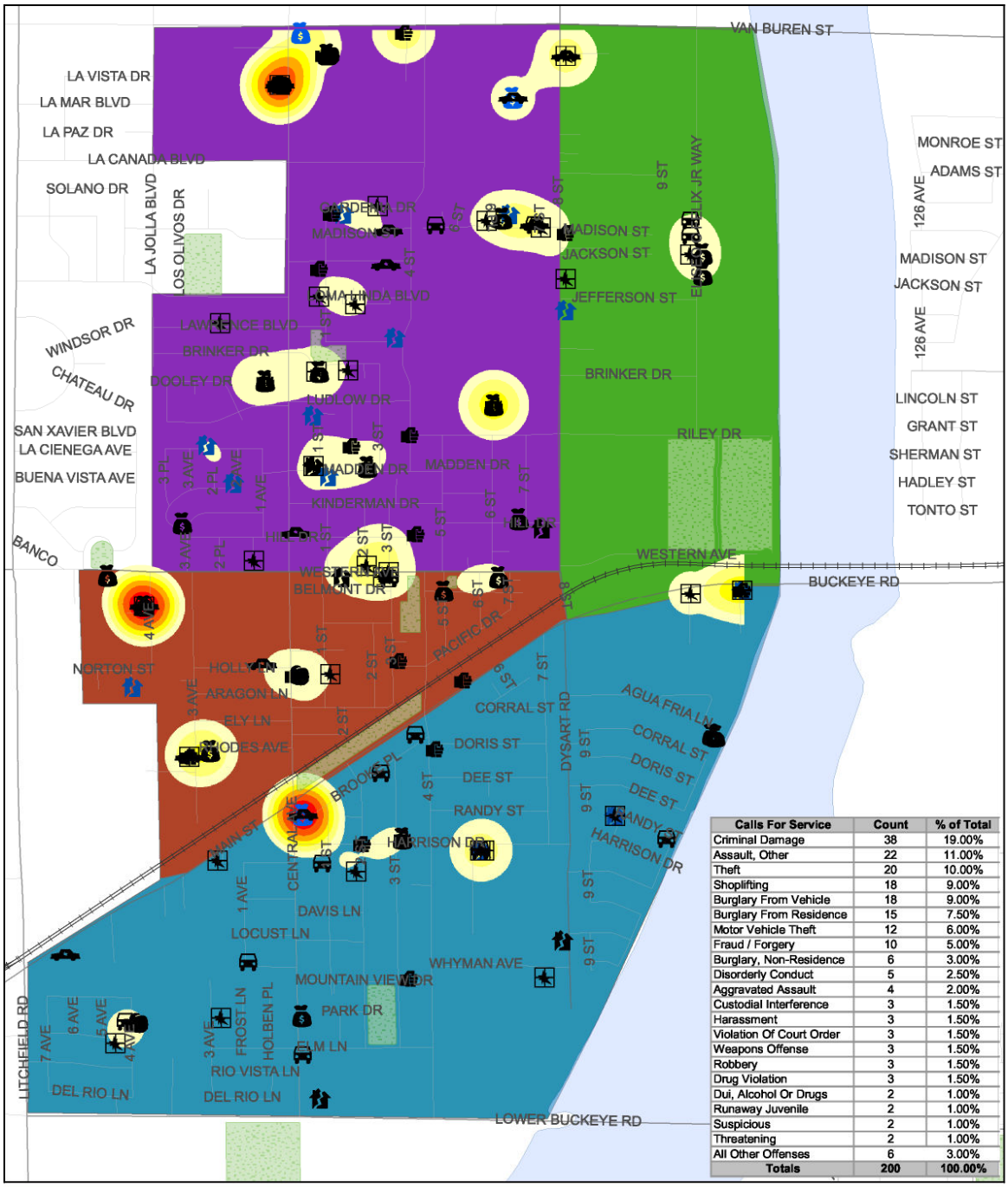
Attachment 0-2 Old Town Zoning



Attachment 0-3 2006 Traffic Counts



Attachment 0-4 Monthly Crime Data (Sept. 07)



Calls For Service	Count	% of Total
Criminal Damage	38	19.00%
Assault, Other	22	11.00%
Theft	20	10.00%
Shoplifting	18	9.00%
Burglary From Vehicle	18	9.00%
Burglary From Residence	15	7.50%
Motor Vehicle Theft	12	6.00%
Fraud / Forgery	10	5.00%
Burglary, Non-Residence	6	3.00%
Disorderly Conduct	5	2.50%
Aggravated Assault	4	2.00%
Custodial Interference	3	1.50%
Harassment	3	1.50%
Violation Of Court Order	3	1.50%
Weapons Offense	3	1.50%
Robbery	3	1.50%
Drug Violation	3	1.50%
Dui, Alcohol Or Drugs	2	1.00%
Runaway Juvenile	2	1.00%
Suspicious	2	1.00%
Threatening	2	1.00%
All Other Offenses	6	3.00%
Totals	**200**	**100.00%**

Offenses Revitalization Area September 2007

- Fred Campbell Park Area
- Coldwater Park Area
- Deconcini Park Area
- Mountain View Park Area

MOTOR VEHICLE THEFT
THEFT
SHOPLIFTING
AGG ASSAULT
ASSAULT
Criminal Damge
Residential
Collector
Arterial
Freeway
Rail_Road
Rivers
Parks

CITY COUNCIL AGENDA

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

REGULAR MEETING
November 5, 2007
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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. **Resolution 2696-1107 honoring Dixie Hunt on the occasion of her Retirement**

b. **Resolution 2697-1107 honoring Mae Thompson on the occasion of her retirement**

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**
   a. Regular Meeting of October 1, 2007
   b. Work Session of October 1, 2007
   c. Regular Meeting of October 15, 2007
   d. Work Session of October 15, 2007

b. **LIQUOR LICENSE - CUCINA TAGLIANI**
   Staff is requesting that the City Council consider a request by Mr. Kelly Sample, for a Series 16 (State Series 12) - Restaurant license to sell all spirituous liquors at Cucina Tagliani, 1733 North Dysart Road. The Council will take appropriate action.

c. **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 New Orleans, Louisiana, November 17, 2007. The Council will take appropriate action.

d. **SPECIAL EVENT LIQUOR LICENSE AMERICAN LEGION POST #61 – TOY/BIKE RUN**
   Staff is requesting that Council consider a request for a special event liquor license from the American Legion Post #61, 35 North 8th Street Avondale, Arizona for December 1, 2007. The Council will take appropriate action.

e. **PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS, AND NEWNAM, INC. FOR WATERLINE IMPROVEMENTS ON VAN BUREN STREET FROM EL MIRAGE ROAD TO LINKS DRIVE**

Staff is requesting that the City Council approve a Professional Services Agreement with Lockwood, Andrews and Newnam, Inc. to provide design services for waterline improvements on Van Buren Street from El Mirage Road to Links Drive in the amount of $118,500 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. PROFESSIONAL SERVICES AGREEMENT - LEE ENGINEERING - DESIGN OF A TRAFFIC SIGNAL AT INDIAN SCHOOL ROAD AND WESTWIND PARKWAY

Staff is requesting that the City Council approve a professional services agreement with Lee Engineering for the design of a traffic signal at the intersection of Indian School Road and Westwind Parkway in the amount of $49,795 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. FINAL PLATS FOR ROOSEVELT PARK PHASE II, PARCELS 7, 8, 9, AND 13 (FP-06-8, FP-06-9, FP-06-10, FP-06-11, AND FP-07-1)

The Council will consider a request for final plat approval for Roosevelt Park Phase II parcels 7, 8, 9, and 13. This is 77.34 acres located a the northeast corner of 111th Avenue and Van Buren Street. The Council will take appropriate action.

h. AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH COE AND VAN LOO FOR THE DEL RIO BOOSTER FACILITY

Staff is requesting that the City Council approve Amendment No. 3 to the Professional Services Agreement with Coe and Van Loo, LLC., for additional design and construction management services associated with the Del Rio Booster Facility, in an amount not to exceed $129,239 for a revised total contract amount of $509,789. The Council will take appropriate action.

i. AMENDMENT TO EFMP HOLDINGS, LLC ECONOMIC DEVELOPMENT AGREEMENT FOR WEST VALLEY VIEW

Staff is requesting that the City Council approve an amendment to the economic development agreement with the West Valley View (EFMP Holdings, LLC) regarding the development of a 39,795 square foot printing and distribution facility on ten acres of land near Riley and Eliseo C. Felix Jr. Way. The Council will take appropriate action.

j. RESOLUTION 2700-1107 INCREASING THE RESIDENTIAL SANITATION MONTHLY FEE

The Council will consider a resolution increasing the monthly fee for residential sanitation. The Council will take appropriate action.

k. RESOLUTION 2698-1107 AUTHORIZING 2007-2008 PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANT AWARD

The Council will consider a resolution authorizing the acceptance of the Department of Justice Office of Justice Programs Paul Coverdell Forensic Science Improvement grant award for $58,654 with no city match requirement. The Council will take appropriate action.

l. RESOLUTION 2699-1107 - INTERGOVERNMENTAL AGREEMENT - ARIZONA CHILD PROTECTIVE SERVICES - REGIONAL FAMILY ADVOCACY CENTER

The Council will consider a resolution authorizing an intergovernmental agreement (IGA) with the cities of Avondale, Goodyear and Buckeye to establish a regional Family Advocacy Center (FAC). This IGA will add Arizona Child Protective Services (CPS) as a partner to the FAC. The Council will take appropriate action.

5 CULTURAL PLAN UPDATE BY THE WEST VALLEY ARTS COUNCIL

The West Valley Arts Council Executive Director will present the final report on the West Valley Cultural Heritage Study, for review and information.

6 PUBLIC HEARING - DIAMOND P RANCH ANNEXATION

The Council will hold a public hearing regarding the proposed annexation of APN 500-66-009F, 500-66-009E, 500-66-001D, 500-66-002A and 500-66-005A; 244 acres of land generally located south of Lower Buckeye Road between Avondale Blvd. and El Mirage Road. For information only.

7 RESOLUTION 2701-1107 APPROVING A PRE-ANNEXATION AGREEMENT WITH EVERGREEN HILLCREST, LLC

Staff is requesting that the Mayor and City Council adopt a resolution approving a Pre-Annexation Agreement with Evergreen-Hillcrest, LLC and authorize the Mayor or the City Manager and City Clerk to execute the agreement. The Council will take appropriate action.

8 ORDINANCE 1274-1107- HILLCREST ANNEXATION

The Council will consider an ordinance authorizing the annexation of 269.4 acres of land generally located at the southwest corner of 107th Avenue and Broadway Road. The Council will take appropriate action.

9 PUBLIC HEARING AND ORDINANCE 1275-1107 - Z-06-12 HILLCREST REZONING

The Council will hold a public hearing and will consider an ordinance rezoning from AG (Agricultural) and R-5 (Mobile Home Park) to PAD (Planned Area Development) approximately 300 acres located on the southwest corner of 107th Avenue and Broadway Road. The Council will take appropriate action.

10 DISCUSSION ITEMS

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

a. **Maintenance of privately owned parking lots - Council Member Lynch**

11 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 623-333-1200 at least 48 hours prior to the council meeting.

CITY COUNCIL REPORT

SUBJECT:
Resolution - Honoring Dixie Hunt - Retirement

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

- Resolution

Resolution No. 2696-1107

A Resolution of the Council of the City of Avondale, Arizona, honoring Dixie Hunt for eight years of dedicated service to the City of Avondale.

Whereas, on December 11, 1999, Dixie Hunt began her career with the City of Avondale as the Records Clerk for the City Clerk's Office; and

Whereas, Dixie has always been kind, nurturing and generous; and

Whereas, fellow employees have embraced Dixie as a friend; and

Whereas, it has always been a pleasure to work with Dixie; and

Whereas, Dixie has demonstrated integrity and professionalism to all; and

Whereas, Dixie has faithfully served the City during periods of transition and growth; and

Whereas, the City Council wishes to express its appreciation for her hard work, dedication and years of service; and

Whereas, the City Council wishes to honor Dixie Hunt on the occasion of her retirement after eight years of exemplary service to the citizens and employees of Avondale.

Now, Therefore, be it Resolved by the Council of the City Of Avondale, Arizona, that the City of Avondale does hereby thank Dixie Hunt for her eight years of loyal, dedicated service to the City of Avondale and its citizens.

Passed and Adopted by the Council of the City of Avondale, November 5, 2007.

_____
Marie Lopez Rogers, Mayor

Vice Mayor Wolf	Council Member Lynch	Council Member Earp
Council Member Buster	Council Member Scott	Council Member Weise

Attest:

Approved as to Form:

Linda M. Farris, City Clerk

Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution - Honoring Mae Thompson - Retirement

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

- Resolution 2697-1107 Mae Thompson

Resolution No. 2697-1107

A Resolution of the Council of the City of Avondale, Arizona, honoring Mae Thompson for sixteen years of dedicated service to the cCty of Avondale.

Whereas, on December 12, 1991, Mae Thompson began her career with the City of Avondale as the Senior Cook for the Senior Center; and

Whereas, Mae was promoted to Senior Center Aide in 2001 and increased the participation in the senior programs by offering a variety of fun filled activities and events; and

Whereas, fellow employees have embraced Mae as a friend and enjoyed the enthusiasm she brought to her job; and

Whereas, it has always been pleasure to work with Mae and watch her grow and develop both professionally and personally; and

Whereas, Mae has demonstrated integrity and professionalism to all customers; and

Whereas, the City Council wishes to express its appreciation for her hard work, dedication and years of service; and

Whereas, the City Council wishes to honor Mae Thompson on the occasion of her retirement after sixteen years of exemplary service to the citizens of Avondale.

Now, therefore, be it resolved by the Council of the City of Avondale, Arizona, that the City of Avondale does hereby thank Mae Thompson for her sixteen years of loyal, dedicated service to the City of Avondale and its citizens.

Passed and Adopted by the Council of the City of Avondale, November 5, 2007.

_____
Marie Lopez Rogers, Mayor

Vice Mayor Wolf	Council Member Lynch	Council Member Earp
Council Member Buster	Council Member Scott	Council Member Weise

Attest:

Approved as to Form:

Linda M. Farris, City Clerk

Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris

THROUGH: Charlie McClendon, City Manager

PURPOSE:

a. Regular Meeting of October 1, 2007
b. Work Session of October 1, 2007
c. Regular Meeting of October 15, 2007
d. Work Session of October 15, 2007

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Cucina Tagliani

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request by Mr. Kelly Sample, for a Series 16 (State Series 12) - Restaurant license to sell all spirituous liquors at Cucina Tagliani, 1733 North Dysart Road.

BACKGROUND:

The City Clerk's Office has received an application for a Series 16 (State Series 12) - Restaurant license to sell all spirituous liquors from Mr. Kelly Sample, 1733 North Dysart Road, Avondale, Arizona. The required fee of $1,100.00 has been paid.

As required by state law and city ordinance, the application was posted from September 28 through October 18, 2007 and a notice was published in the West Valley View on September 21, 2007 and October 1, 2007. No comments were received.

The Arizona Department of Liquor License and Control has accepted this application as submitted as complete. Johnny Carino's Country Italian previously occupied the facility.

The Police, Planning, and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMENDATION:

Staff recommends that the City Council approve this request from Mr. Kelly Sample, for a Series 16 (State Series 12) - Restaurant license to sell all spirituous liquors at Cucina Tagliani, 1733 North Dysart Road.

ATTACHMENTS:

Click to download

- Application
- Comments
- Pictures
- Vicinity Map

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

*07 SEP 14 Liq. Lic. PM12:57

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 LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections ~~2, 3, 4~~, 13, 14, 15, 16, 17*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 15, 17* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER Explain _____

SECTION 3 Type of license and fees: LICENSE #: 12077311

Department Use Only

1. Type of License: RESTAURANT #12 2. Total fees attached: $

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section) P1006699

1. Applicant/Agent's Name: Mr. SAMPLE KELLY WILLIAM
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: AVONDALE RESTAURANT, LLC B1038257
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: CUCINA TAGLIANI B1031919
(Exactly as it appears on the exterior of premises)
4. Business Address: 1733 N. DYSART RD AVONDALE MARICOPA 85323
(Do not use PO Box Number) City COUNTY Zip
5. Business Phone: (623) 412-2670 Residence Phone: _____
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 1733 N. DYSART RD. AVONDALE AZ 85323
City State Zip
8. Enter the amount paid for a 06, 07, or 09 license: $_____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: DM Date: 9/11/07 Lic. # 12077311

Fees:					$
10000				2900	12900
Application	Interim Permit	Agent Change	Club	F. Prints	TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 05/2004 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

'07 SEP 14 Liq. Lic. PM1257

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12076077
4. Is the license currently in use? ☐ YES ☒ NO If no, how long has it been out of use? 5 MONTHS

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____ (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

X _____ (Signature)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
☐	☐						
☐	☐						
☐	☐						
☐	☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Residence Address	City, State, Zip	Telephone#

'07 SEP 14 Liq. Lic. PM1:57

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*

☒ L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: AVONDALE RESTAURANT, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: 8/13/07 State where Incorporated/Organized: ARIZONA

3. AZ Corporation Commission File No.: L13876067 Date authorized to do business in AZ: 8/16/07

4. AZ L.L.C. File No: L13876067 Date authorized to do business in AZ: 8/16/07

5. Is Corp./L.L.C. non-profit? ☐ YES ☒ NO If yes, give IRS tax exempt number: _____

6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip
SIMPLE	Kelly	WILLIAM	MEMBER		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip
SIMPLE	Kelly	WILLIAM	100		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND $29 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO If tax exempt, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

*07 SEP 14 Liq. Lic. PM1257

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Person to administer this license: _____
Last First Middle

2. Assignee's Name: _____
Last First Middle

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Current Business Address: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____ Last Renewal Date: _____

6. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete section 5, attach fee, and current license to this application.

9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER,
(Print full name)
PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____ , _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

'07 SEP 14 Liq. Lic. PM1257

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____ Address _____

2. New Business: (Do not use PO Box Number) Name _____ Address _____

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SEE AMENDMENT

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 3875 ft. **(Regardless of distance)** Name of school: PALM VALLEY ELEMENTARY Address: 13400 W. PALM VALLEY BLVD, AVONDALE AZ 85323

2. Distance to nearest church: 3563 ft. **(Regardless of distance)** Name of church: PHX UNITED REFORMED CHURCH Address: 2418 N 127TH LN, AVONDALE, AZ 85323

3. I am the: ☒ LESSEE ☐ SUB LESSEE ☒ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors: Name NORTH VALLEY, LLC Address 8349 W. BELL RD PEORIA, AZ 85382

4a. Monthly rental/lease rate $ 29,500 What is the remaining length of the lease? 25 yrs. ~~0~~ mos.

4b. What is the penalty if the lease is not fulfilled? $ FORFEIT 25,000 SECURITY DEPOSIT or other _____ (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? $ ~~[illegible]~~ 0

Does any one creditor represent more than 10% of that sum? ☐ YES ☒ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) RESTAURANT – ITALIAN

7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☒ NO If yes, attach explanation

8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License # 12076077 (Exactly as it appears on license) Name LAUREN K. MERRETT, AGENT SFG LP, OWNER

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____ Address _____

2. New Business: (Do not use PO Box Number) Name _____ Address _____

AMENDMENT

3. License Type: _____ License Number: _____ Last Renewal Date: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 995 ft. **(Regardless of distance)** Name of school: Tutor Time Kindergarten Address 1730 N. Dysart Rd. Goodyear, AZ 85338

2. Distance to nearest church: 4,213 ft. **(Regardless of distance)** Name of church: Church of Latter Day Saints Address 13277 W. Thomas Rd., Goodyear, AZ 85338

3. I am the: ☐ LESSEE ☐ SUB LESSEE ☐ OWNER ☐ PURCHASER (of premises)

4. If the premises is leased give lessors: Name _____ Address _____

4a. Monthly rental/lease rate $ _____ What is the remaining length of the lease? _____ yrs. _____ mos.

4b. What is the penalty if the lease is not fulfilled? $ _____ or other _____ (give details - attach additional sheet if necessary)

5. What is the total business indebtedness of the applicant for this license/location excluding lease? $ _____

Does any one creditor represent more than 10% of that sum? ☐ YES ☐ NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) _____

7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year? ☐ YES ☐ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? ☐ YES ☐ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☐ NO If yes, give license number and licensee's name:

License # _____ (Exactly as it appears on license) Name _____

SECTION 14 Restaurant, or Hotel-Motel Applicants:

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☐ YES ☒ NO If yes, give licensee's name:

'07 SEP 14 PM 1:41 LIC. MGT

_____ and license #: _____

Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your gross revenue** must be from food sales? ☐ YES ☐ NO

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your licensed premises:

☐ Entrances/Exits ☐ Liquor storage areas
☐ Drive-in windows ☐ Patio enclosures
☐ Service windows ☐ Under construction: estimated completion date _____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 14 Restaurant, or Hotel-Motel Applicants:

'07 SEP 14 Liq. Lic. PM12:57

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? ☒ YES ☐ NO If yes, give licensee's name:

   MERREIT (Last) LAUREN (First) K. (Middle) and license #: 12076077

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.
3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.
4. Do you understand that **40% of your gross revenue** must be from food sales? ☒ YES ☐ NO

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

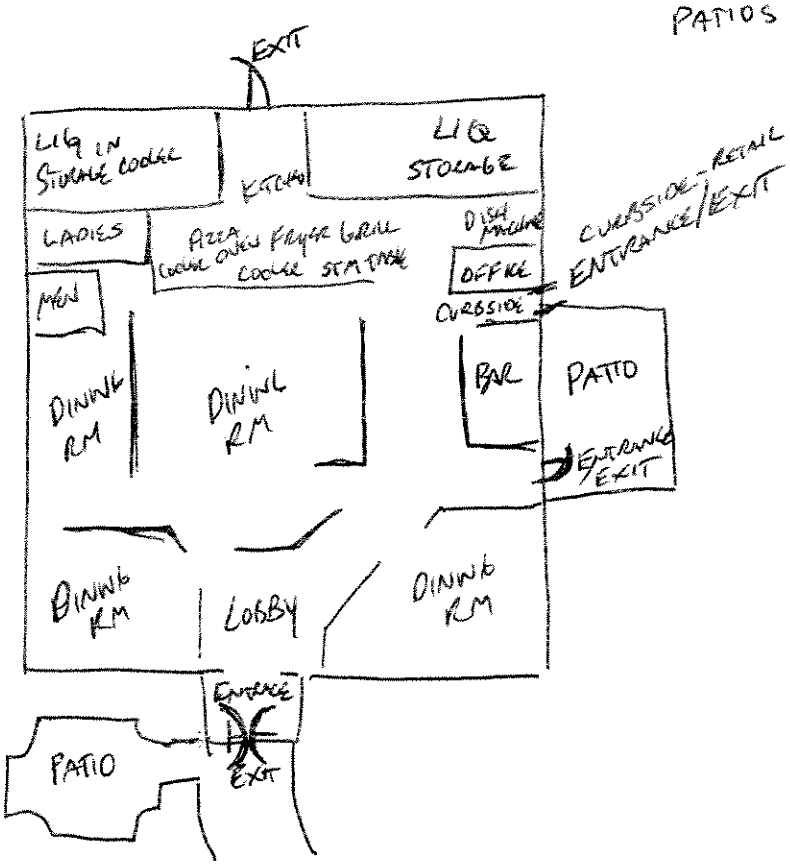
1. Check **ALL** boxes that apply to your licensed premises:

   ☒ Entrances/Exits ☒ Liquor storage areas
   ☐ Drive-in windows ☒ Patio enclosures
   ☐ Service windows ☐ Under construction: estimated completion date_____

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.
3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

   DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

BUILDING - 6750 SQ FT
PATIOS - 595 SQ FT
7445 TOTAL SQ FT



YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

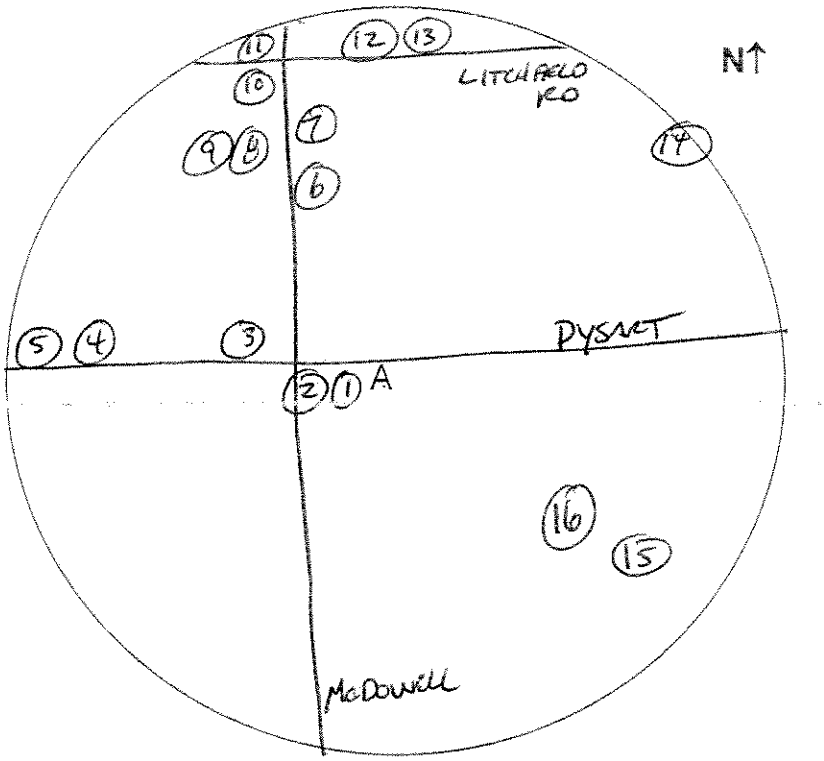
'07 SEP 14 Liqr. Lic. PM12:57

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. N.Y.P.D. PIZZA #7
2. PEI WEI #7
3. STREETS OF NEW YORK #12
4. BILL JOHNSONS #12
5. MIMI'S CAFE #12
6. BLACK ANGUS #12
7. APPLEBEES #12
8. BUFFALO WILD WINGS #12
9. MANICHES #12
10. FRIONS #12
11. EL PASO BBQ #12
12. McGRATHS FISH HOUSE #12
13. MACARONI GRILL #12
14. PALM VALLEY ELEMENTARY
15. RANCHO SANTA FE ELEMENTARY
16. RATX REFORMED UNITED CHURCH

ATTACH ADDITIONAL SHEET(S) IF NECESSARY.



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

SEE AMENDMENT

I, Kelly W. Sample, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
(10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

X _____ (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

29 day of Aug. 2007
Day Month Year

My commission expires on: 3/19/2011

_____ (Signature of NOTARY PUBLIC)

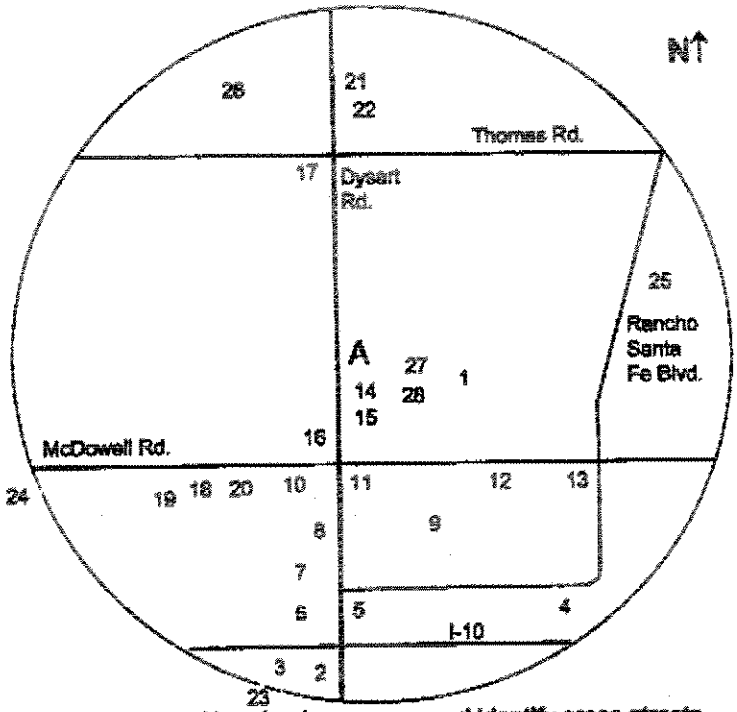
NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
CARL CURTIS JONES
My Appointment Expires 3/19/11

'07 OCT 30 Liqr. Lic. PM 1:35

SECTION 16 Geographical Data: **A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.**

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. Sprouts
2. Black Bear Cafe
3. Crossroads Lounge
4. Walmart
5. 4 Sons Food Store
6. Mimi's Cafe
7. Bill Johnson's Big Apple
8. Tomo Japanese Cuisine
9. Fry's
10. Streets of New York
11. Circle K
12. Palermo's
13. La Petite Academy
14. NYPD Pizza
15. Pei Wei Asian Diner
16. Tutor Time
17. CVS Pharmacy



A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, _____, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder
(Print name of APPLICANT/AGENT listed in Section 4 Question 1)
(10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____ _____
Day Month Year

My commission expires on: _____ _____
(Signature of NOTARY PUBLIC)

AMENDMENT

'07 OCT 30 LIQ. LIC. PM 1 35

18. Buffalo Wild Wings

19. Maueis Mexican Food

20. Nakama Sushi

21. Fresh & Easy Neighborhood Market

22. Buffalo Wings & Rings

23. West Valley Assembly of God

24. Applebee's

25. Rancho Santa Fe Elementary

26. Palm Valley Elementary

27. Tasting's Wine Bar & Bistro

28. Game Time Sports Grill

AMENDMENT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'07 SEP 14 L14. LIC. ARIZOR

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

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

RESTAURANT OPERATION PLAN

PRINT – USE BLACK INK

LICENSE # _____

1. List by Make, Model and Capacity of your :

Grill	VULCAN
Oven	WOOD BURNING PIZZA OVEN (BUILT IN)
Freezer	TRUE
Refrigerator	DELFIELD, TRUE
Sink	AMERICAN STAINLESS STEEL
Dish Washing Facilities	ECOLAB CONVEYOR
Food Preparation Counter	TRUE, DELFIELD
Other RANGE	VULCAN 20 BURNERS
Other SALAMANDER	VULCAN
Other STEAM TABLE	DELFIELD

2. Print the name of your restaurant:
CUCINA TAGLIANI

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

a. **Restaurant area** of your premises [251]

b. **Bar area** of your premises [30]

c. **Total area** of your premises [281 0]

5. What type of dinnerware and utensils are utilized within your restaurant?
☒ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating?
(If yes, what percentage of the public floor space does this area cover)? ☒ Yes 8 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining?
(Does not include kitchen, bar, cocktail tables or game area.) 70 %

*Disabled individuals requiring special accommodations, please call the Department.

'07 SEP 14 Liq. Lic. PM12:57

8. Does your restaurant contain any games or televisions? ☒ Yes ☐ No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

2 TELEVISIONS

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

HOST – GREET GUESTS
BUS – CLEAR TABLES
SERVER – SERVE GUESTS
BARTENDER – MAKE DRINKS
COOKS – MAKE FOOD
DISHWASHERS – WASH DISHES

MANAGER – SUPERVISE STAFF

Attach additional sheets if necessary

I, KELLY W. SIMPLE (Print full name), hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [signature] (Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 29 (Day) day of Aug (Month) 2007 (Year)

My commission expires on: 3/19/2011

[signature] (Signature of NOTARY PUBLIC)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
CARL CURTIS JONES
My Appointment Expires 3/19/

'07 SEP 14 Lic. Lic. PM12:57
'07 SEP 14 Lic. Lic. PM12:57

CUCINA TAGLIANI
PASTA • VINO ®

Your Neighborhood Pasta Place
Since 1993

Celebrating 12 Years!

The Tagliani Family welcomes you to our "Cucina". In Italian, "Cucina" means "kitchen". If your house is like ours, when family and friends get together, the Cucina is where everyone wants to be!

In 1993, there were just a handful of restaurants in North Glendale/Peoria. Today there are over 185; nearly a dozen Italian and 99% are National Chains. We are Family Owned and Operated.

So what sets Cucina Tagliani, the "David", (Indulge me for a minute) apart from the Corporate "Giants?" I will give 2 reasons.

1. Our Food. We actually *COOK* from scratch; a fading tradition in this age of flash freezing, institutionally prepared and shipped foods. We make every Sauce, Soup, Dressing, Stock and Dessert fresh *every* morning. Every meatball is rolled by hand and every loaf of bread *lovingly* brushed with olive oil. (I asked for indulgence) We have let you "Build Your Own" Pasta Bowl since 1993, long before Olive Garden and Macaroni Grill got the idea. Hmm, from where I wonder? "You can tell by the smell!" Nana Tagliani used to say. We think that you'll know by the taste.

2. Our Family. We actually *CARE*. We are always looking for the friendliest faces in town to make you feel like you're at home. We are here to serve you fresh, flavorful food in a fun, friendly family setting. (Try to say that after a bottle of Chianti!)

We thank you for choosing Cucina Tagliani and wish you "*Buona Fortuna*" and "*Mangia Bene*"!

Good Luck and Eat Well!

GLENDALE

Hidden in a
Half Empty Center

59th Av. & Bell Rd.
NE Corner
602-547-2782

PEORIA

Buried on Bell Rd
Between IHOP and Kinko's

Bell Rd. & Loop 101
SE Corner
623-412-2670

Visit us at
www.CucinaTagliani.com

APPETIZERS

GARLIC CHEESE LOAF - over a foot long! 2.99
Garlic Butter & Mozzarella Cheese - serves 4 or more

"Antipasti", or literally "before the pasta"

Our appetizers will start you off on a memorable Tagliani Dining Experience.

PORTABELLA MUSHROOM
Grilled & topped with Gorgonzola, Tomatoes, Basil, Olive Oil and Balsamic Vinegar 6.49

CALAMARI FRITTI
Tender Calamari Strips served with Marinara & Cocktail Sauces 7.99
Mediterranean Style - Lemon-Caper Butter, Artichokes, Kalamatas, Feta Cheese 8.75
Fra Diavolo Style - Spicy Diavolo Marinara & Diavolo Spice 7.99

BAKED ARTICHOKE DIP
Artichoke Hearts and Parmesan Cheese blended smooth and baked. Served with Crostini 6.99

MOZZARELLA or RAVIOLI FRITTI
4 Cheesy Mozzarella Triangles or 6 Breaded Cheese Ravioli with Marinara Sauce 6.99

SHRIMP PARMESAN FRITTI
6 Large Shrimp fried in a Parmesan/Romano cheese crust with Marinara Sauce 7.99

CHICKEN ROMANO FRITTI
8 Strips of chicken breast fried in a Romano Cheese crust with two dipping sauces 7.99

TAGLIANI COMBO APPETIZER (serves 4 or more) Featured in "Phoenix Magazine"
Artichoke Dip, Romano Chicken, Shrimp Parmesan, Calamari, Mozzarella & Ravioli Fritti.
Everything except the Cucina sink! 13.99

PIZZA

Thin-crust and unique toppings are what Tagliani Pizzas are famous for!

Please allow 15-25 Minutes to bake.

Enjoy a BIG glass of wine while you wait!

	DINNER	LUNCH	Serves 4 LARGE
MARGHERITA the Original Pizza from Naples Olive Oil, Roma Tomato, Fresh Mozzarella, Parmesan, Romano Cheeses & Fresh Basil	9.99	6.99	13.99
GRILLED GARLIC CHICKEN Roasted Garlic & Pesto Sauces, Mushrooms, Red Onions & Grilled Chicken	9.99	6.99	13.99
14th ST. SPECIAL—The ULTIMATE Sausage Pizza! An Oval Pie loaded with Italian Sausage, Mozzarella, Parmesan, and Romano Cheeses	9.99	6.99	13.99
BUILD YOUR OWN PIZZA! Create Your Own "Master-Pizza"! Crust, Sauce, Cheese & 1 Item. *Addtl Items Extra.*	8.99	5.99	12.99

Also from the Pizza Oven,

STROMBOLI CLASSICO Please allow 15-25 min. to bake 9.99
The Original Pizza "Wrap" stuffed with Sausage, Pepperoni, Mushrooms, Red Onions, Mozzarella, Parmesan & Romano Cheeses

CICERO's CALZONE Please allow 15-25 min. to bake 9.99
A Pizza crust stuffed then folded like a turnover with Sausage, Pepperoni, Red Onion, Black Olives, Mushrooms, Mozzarella & Ricotta Cheese

Made daily from scratch:
Ranch
Italian Vinaigrette
Creamy Garlic
Gorgonzola Blue Cheese
Balsamic Vinaigrette

SALADS

Add a BIG Bowl of Soup 2.99

	DINNER	LUNCH	SMALL
ROMANO CHICKEN Romano Cheese Chicken Strips, Marinated Artichokes & Roma Tomatoes. Choice of Dressing	12.99	8.99	
CALAMARI FRITTI Crispy Calamari with Feta Cheese, Red Onions, Kalamata Olives, Pasta, Balsamic Dressing	12.99	8.99	
ANTIPASTO Fresh Greens, Prosciutto, Mozzarella, Cantaloupe, Macaroni, Artichokes, Black & Green Olives. All tossed with Italian Dressing	12.99	8.99	5.99
CAPRESE A "No Lettuce" Salad with Fresh Mozzarella Cheese, Hot House Tomatoes, Fresh Basil, Olive Oil, Balsamic Vinegar and a pinch of salt & pepper. Add Lettuce .99	12.99	9.99	5.99
CAESAR Traditional Anchovy & Fresh Egg* Dressing, Parmesan, Romano Cheese & Croutons. Top with Grilled or Romano Chicken add 1.99 Calamari Fritti, Shrimp Parmesan or Broiled Salmon add 3.99 **The FDA reminds you that eating raw or undercooked items may increase your risk of food borne illness*	7.99	5.99	3.99
GARDEN Greens, Cucumbers, Roma Tomatoes, Red Onions, Carrots	7.99	5.99	3.99

*07 SEP 14 LIQ. LIC. PM12:57

DINNER "FULL" Portions *Include* Soup or Garden or Caesar Salad.

LUNCH "HALF" Portions ADD Soup or Garden or Caesar Salad 1.99

Add an Antipasto or Caprese Salad to any Lunch or Dinner 2.99

We're happy to split most of our **Dinner** entrees for you. However, We do charge $1.99. for the extra sauce and items we Add so you both get a fair share!

*Since the Nana's, Mama's, Papa's Combos And all "Lunch" Portions are already half portions: we can not split these entrees.

THE FAMILY FAVORITES

		DINNER "FULL"	LUNCH "HALF"
NANA's COMBO	½ Lasagne & ½ Spinach Manicotti	14.99	
MAMA's COMBO	½ Lasagne, ½ Chicken Parmesan & Fettuccine Alfredo	15.99	
PAPA's COMBO	½ Lasagne, ½ Spinach Manicotti & ½ Veal Parmesan	17.99	
RIGATONI DIAVOLO	Shrimp & Chicken in a SPICY Alfredo Sauce	15.99	8.49
PASTA TAGLIANI	Chicken, Bacon, Prosciutto (Italian Ham) & Broccoli Sautéed in Garlic & Olive Oil, on Fettuccine Alfredo	15.99	8.49

VEGETABLE CLASSICS

SPINACH MANICOTTI	Spinach, Mushrooms, Onions & Ricotta Cheese Stuffed in pasta sheets with Marinara Sauce & Alfredo Sauce	13.99	7.99
BAKED SPAGHETTI	add 2 Meatballs or 1 Sausage .79 Spaghetti baked in a deep-dish, cut like Lasagne with lots of Ricotta Cheese. Served with Marinara Sauce & Alfredo Sauce	13.99	7.99
EGGPLANT PARMESAN	Breaded in Italian Breadcrumbs, with Spaghetti & Marinara Sauce	13.99	7.99

PICATTA — New Favorites! — MARSALA

PICATTA: Chicken or Veal		Chk	Veal	MARSALA: Chicken or Veal
Lemon-Caper Butter Sauce	DINNER	14.99	16.99	Marsala Wine, Forest Mushrooms,
Tomato, Mushrooms w Fettuccine	LUNCH	7.99	9.99	Onions & Butter over Fettuccine

CHICKEN DISHES

CHICKEN DYNAMANTE	HOT! Try it before you buy it! Chicken, R&G Bell Peppers & Mostaccioli in our SPICY Pepperoncini Sauce	13.99	7.99
ROMANO CHICKEN SCAMPI	Romano-crusted Breast Strips tossed in Garlic & Scampi Sauce over Fettuccine	13.99	7.99
CHICKEN PARMESAN	Wine Idea: COPPOLA ROSSO - Red Blend Breaded in Italian Breadcrumbs, with Spaghetti & Marinara Sauce	15.99	8.49
POMPEII PESTO CHICKEN	Radio's Preston Westmoreland's Favorite Baked Parmesan Cheese Crust, stuffed with Pesto Sauce, with Fettuccine & Rustic Roma Sauce	15.99	8.49
MONTALCINO CHICKEN	Wine Idea: CENTINE - Red Blend Grilled Breast topped with Mushrooms, Bacon, Pesto Sauce & Fontina cheese, served over Fettuccine Alfredo	16.99	8.99

SAUSAGE & VEAL

SAUSAGE LASAGNE	add 2 Meatballs or 1 Sausage .79 Baked deep-dish & layered with 5 Cheeses and mild ground Sausage	14.99	7.99
SPICY! SAUSAGE RIGATONI	Wine Idea: BV Cabernet Sauvignon HOT Sausage, SPICY Marinara Sauce & Pesto Sauce, shaved Parmesan	14.99	7.99
VEAL PARMESAN	Breaded in Italian Breadcrumbs, w Spaghetti & Marinara	17.99	8.99

SEAFOOD SPECIALTIES

SHRIMP SCAMPI	Wine Idea: LE RIME - Pinot Grigio & Chardonnay Blend Shrimp sautéed in Garlic, Lemon-Caper Butter & White Wine, over Fettuccine	16.99	8.99
SHRIMP PARMESAN	Breaded in Italian Breadcrumbs, with Spaghetti & Marinara Sauce	15.99	8.49
SEAFOOD ANGELHAIR	Wine Idea: LIBAIO Chardonnay Shrimp, Scallops, Sundried Tomatoes & Broccoli tossed in Lemon-Caper Butter	16.99	8.99
SALMON FILET	Broiled in Lemon-Caper Butter & White Wine with Fettuccine, fresh Broccoli or Asparagus	16.99	8.99

PASTA BOWLS

'07 SEP 14 L

DINNER from 9.99 LUNCH from 6.99

Add Soup, Garden Salad, Caesar Salad 1.99, Antipasto or Caprese Salad for 2.99

Create the ULTIMATE Pasta Bowl with over 5000 "Pasta-bilities" as easy as 1, 2, 3!

1. PICK A PASTA

Our Pasta is made from 100% Durum Semolina. A low fat, high protein grain.

We cook our pasta "al dente" Italian for "To the tooth"

ANGEL HAIR	Fine, round, strand. Great with light sauces
FETTUCCINE	Medium ribbon. Perfect with our Alfredo Sauce
GNOCCHI	Potato "Dumplings" like Nana made on Sundays!
MOSTACCIOLI	Small tubes a.k.a. Penne Rigate or Ziti.
ORECCHIETTE	Small round "Saucers" or "Cups".
RIGATONI	Large tubes. Ideal for sauces with meat or vegetables.
RAVIOLI	Ricotta Cheese stuffed "pillows"
SPAGHETTI	The Classic round strands. Matches with any sauce!
TORTELLINI	Bellybuttons* stuffed with Ricotta Cheese

2. SELECT A SAUCE

Only the freshest herbs & produce for our home-style sauces. **Made from Scratch!**

You can taste the difference.

Rustic Roma Sauce contains very low salt, no sugar

We **do NOT** add MSG to our food.

ALFREDO* Add 1.29	Cream, Butter, Chicken Stock, Asiago, Parmesan & Romano
BASIL PESTO* Add 1.29	Basil, Garlic, Pine nuts, Walnuts & Olive Oil blended smooth.
BUTTER	Unsalted Grade A. The simplest enhancement.
GARLIC BUTTER	Garlic & unsalted Grade A Butter.
GARLIC & OLIVE OIL	The pair that started it all!
LEMON-CAPER BUTTER	Butter, Lemon & tangy Capers. Great with seafood!
MARINARA	Tomatoes, Garlic, Onions, Olive Oil, Butter & Basil
MEAT SAUCE* Add 1.29	Marinara, Sausage, Ground Beef, Chicken Stock, Celery, Carrots, Cream, Parmesan / Romano Cheese & Red Wine
OLIVE OIL	100% Italian Olive Oil. The Italian butter!
PEPPERONCINI	SPICY Pepperoncinis, Chicken Stock, Garlic & Onions
RUSTIC ROMA	Chunky Tomatoes, Mushrooms, Garlic, Olive Oil, Thyme, Basil.
TOMATO-FREDO* Add 1.29	Marinara & Alfredo create a classic Rose sauce.

3. ADD AN ITEM

To quote a blue-eyed Italian.

"I did it my way."

Do it your way with all your favorite items!

Anchovies*	Goat Cheese	Onion, Red	Sausage, Ground
Artichokes	Gorgonzola	Pepperoncinis	Sausage, Hot
Asparagus*	Meatballs	Pepperoni	Sausage, Mild
Bacon	Mozzarella	Peppers, Green	Scallops*
Broccoli	Mozz, Smkd	Peppers, Red	Shrimp*
Capers*	Mushrooms	Pine nuts*	Spinach
Chicken	Mushrm, Portabella*	Prosciutto*	Tomato Sundried
Eggplant	Olive, Black	Ricotta Cheese	Walnut
Feta Cheese	Olive, Green	Roast Veggies	Zucchini
	Olive, Kalamata*		

* Premium Items are an extra 1.29 Additional Regular Items are .79 each

'07 FINE VINE WINE

Ask For a Taste of any Wine Or Take a Flight!

Enjoy great wine with our great food. Flights are a fun way to learn what you enjoy with your favorite foods.
"Take a Flight" - 3 unique 2 oz pours. Your choice 6.50

To Expedite Service, Bottles are opened at the Bar.

	GLS	BIG GLS	HLF CRF	CRF	BTL
BLUSH *-Light, semi-sweet & fruity*					
White Zinfandel, Beringer	5	9	14	21	26 Magnum 2btl
WHITE *-Light bodied, fruity*					
Riesling, Schmitt Sohne Blue	5	9	14	21	17
Pinot Grigio/Chardonnay, Le Rime	5	9	14	21	17
Chablis	3.75	7	10	18	
- Medium to full bodied, some Oak					
Pinot Grigio, La Francesca	4.50	8	12	21	21 Magnum 2 btl
Pinot Grigio, Ruffino "Lumina"	5.50	10	15	26	21
Pinot Gris/Grigio, Wilamette	5.50	10	15	26	21
Chardonnay, Ruffino "Libaio"	5	9	14	21	17
Chardonnay, Kendall -Jackson Vintners Reserve	6.50	12	19	36	26
Chardonnay, Toasted Head	7.25	13	20	38	27
Chardonnay, Sonoma-Cutrer "Les Pierres"	11				39
Chardonnay, Far Niente	14				49
RED *-Light to medium bodied*					
Lambrusco "served chilled"	4.50	8	12	21	21 Magnum 2btl
Burgundy	3.75	7	10	18	-
Merlot, B & G	4.50	8	12	21	18
Merlot, Sterling, "Vintners Collection"	5.50	10	15	26	21
Merlot, Coppola, Diamond Series	6	11	17	33	24
Merlot, Sterling, "Reserve" 2000	16				63
Syrah, Coppola, Diamond Series	6	11	17	33	24
Pinot Noir, Coppola, Diamond Series	6	11	17	33	24
Pinot Noir, Kim Crawford, Marlborough	6.50	12	19	36	26
-Red Blends, dry, medium to full bodied					
"Rosso" Coppola 49% Zinfandel, 38% Cabernet, 13% Syrah	4.75	9	12	22	18
"Col Di Sasso" Banfi, 70% Sangiovese, 30% Cabernet	4.75	9	12	22	99 5 Ltr= 6 btl
"Centine" Banfi 60% Sangiovese, 20% Cabernet,20% Merlot	4.75	9	12	22	99 5 Ltr= 6 btl
-Dry to full bodied, tannic					
Chianti, GOOD Ruffino	4.75	9	12	22	26 Magnum _btl
Chianti Classico, VERY GOOD Ruffino Aziano	6	12	18	33	25
Chianti Classico Riserva, BETTER Ruffino Ducale "TAN"	8	15	21	39	29
Chianti Classico Riserva, BEST! Ruffino Ducale "ORO" 1999					45
Cabernet Sauvignon, B.V. Napa	6.50	12	19	36	26
Cabernet Sauvignon, B & G	5.50	10	15	26	21
Cabernet Sauvignon, Stag's Leap "Artemis" 2001	14				49
Cabernet Sauvignon, B.V. Latour "Private Reserve" 2000	18				70
SPARKLING *-Today is a GREAT day to Celebrate!*					
Asti Spumante, Tosti sweet	5.50 SPLIT				
Chardonnay, Korbel Bubbly Chardonnay! Not to sweet Not to dry	5.50	10	15	26	21
Champagne, Moet & Chandon "White Star"	12 SPLIT		24 HALF BTL		46
Champagne, Veuve Cliquot "Yellow Label"			26 HALF BTL		50
Champagne, Dom Perignon 1996 Considered one of their finest vintages (Only 1 available)					150

'07 SEP 14 Liq. Lic. PM12:58

HOMEMADE DESSERTS

All of our Desserts are made from scratch, right here, every morning. All are Available in a single portion or in Large Foil Party Pans for any special occasion. See the front desk for pricing

All Served with your choice of Fresh Strawberries or Raspberries

CHEESECAKE	CANNOLI	TIRAMISU	BREAD PUDDING
4.95	4.95	4.95	3.95

CHOCOLATE MASCARPONE CAKE
as seen in
"The Arizona Republic"
Sized to Share! 5.75

NEAPOLITAN
ICE CREAM
Served by the 'Slab'
Sized to Share! 4.25

Specialty Cocktails

ITALIAN DREAM 6.99
Parrot Bay Coconut Rum, Amaretto, Orange Juice and Grenadine

DEANO MARTINI 6.99
A DOUBLE Tanqueray Martini that would make Deano croon... "When the GIN hits your eye like a big pizza pie"

TAGLIANI ITALIAN MARGARITA 6.99
Jose Cuervo Gold Tequila, Korbel Brandy, Triple Sec, Orange Juice and Amaretto. Ciao, Baby!

MONSOON MADNESS 6.99
An Arizona Hurricane: Bacardi Rum, Capt. Morgan Rum, Fruit Juices, Amaretto and a Dry Heat. It'll blow you away!

LIMONCELLO-TINI 6.99
Limoncello Liqueur and Vodka. Shaken NOT stirred.

NAPOLI 5.99
Limoncello Liquer and Coca Cola. Tuto Americano!

ZINFUL LEMONADE 5.99
Our Wine Cooler: White Zin & Lemonade. Zip zome zoon!

JOLLY RANCHER 5.99
Like the Famous Candy! Apple, Tropical, Peach or Raspberry

Beer Selections

DRAFT	16 oz	32 oz	Pitcher
BUD LIGHT	2.50	4.99	7.99
Peoria-MICH ULTRA	2.50	4.99	7.99
Glendale-FAT TIRE	3.50	6.99	8.99
Glendale-COORS LIGHT	2.50	4.99	7.99
BASS ALE	3.50	6.99	8.99
GUINNESS	3.50	6.99	8.99
BLACK & TAN	3.50	6.99	8.99

(½ Bass Ale & ½ Guinness Stout)

BOTTLE

BUD LIGHT	2.95	MICH ULTRA	2.95
BUDWEISER	2.95	MILLER LITE	2.95
COORS LIGHT	2.95	MORETTI	3.50
CORONA	3.50	O'DOUL'S- NA	2.95
FAT TIRE	3.50	PERONI	3.50
HEINEKEN	3.50		

BOTTLED SOFT DRINKS

Acqua Panna Water	still spring water	half liter	1.99
San Pelligrino	sparkling spring water	half liter	1.99
Tagliani Bottled Water	still purified water	half liter	.99

Fountain Soft Drinks — Free Refills

Coke, Diet Coke, Mr. Pibb, Minute-Maid Lemonade, Sprite, Nestea Raspberry Tea 1.85

Barg's Root Beer (Peoria) - free refills 1.85
IBC Root Beer Bottle (Glendale) - single serving 1.99

A suggested 16% Gratuity is added to 12 or more; we will separate checks for 18 or less. SORRY, NO Personal or Business Checks

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'07 SEP 14 LIQ. LIC. PM12:58

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License # _____ (If the location is currently licensed)

Eff. 10/01/03 there is a $29.00 processing fee for each fingerprint card submitted.
A service fee of $25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

1. **Check appropriate box** →

☐ Owner ☐ Partner ☐ Stockholder ☐ Member ☐ Officer ☒ Agent ☐ Other _____ **(Complete Questions 1-20 & 24)** **Licensee or Agent must complete # 25 for a Manager**	☐ **Manager(Only)** **(Complete All Questions *except* # 14, 14a & 25)** **Licensee or Agent must complete # 25**

2. Name: SMALE (Last) KELLY (First) WILLIAM (Middle) Date of Birth: (This Will Not Become a Part of Public Records)

3. Social Security Numbe (This Will Not Become a Part of Public Records) Drivers License #: _____ State: AZ

4. Place of Birth: DES MOINES (City) IOWA (State) USA (Country (not county)) Height: 5'10" Weight: 215 Eyes: BL Hair: BR

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Residence (Home) Phon

6. Name of Current or Most Recent Spouse: SMALE (Last) KRISTY (First) LEE (Middle) STAGLS (Maiden) Date of Birth:
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: JUNE 1970

8 Telephone number to contact you during business hours for any questions regarding this document. (623) 412 - 2670

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card.

10. Name of Licensed Premises: CUCINA TAGLIANI Premises Phone: (623) 412 - 2670

11. Licensed Premises Address: 1733 N. DYSART RD (Street Address (Do not use PO Box #)) AVONDALE (City) MARICOPA (County) 85323 (Zip)

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
2/1993	CURRENT	GM/OWNER	CUCINA TAGLIANI 17045 N. 59TH AVE #101 GLENDALE AZ 85308

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet giving name, address and phone number of landlord	City	State	Zip
5/05	CURRENT	X				
9/1999	5/05	X	18863 N. 71 ST LANE	GLENDALE	AZ	85308

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? **answer #14a below**. If NO, skip to #15. ☒YES ☐NO

14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you **EVER** been ***detained, cited, arrested, indicted or summoned*** into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☒YES ☐NO

16. Have you **EVER** been ***convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole*** for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? ***For traffic violations, include only those that were alcohol and/or drug related.*** ☒YES ☐NO

17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? ☐YES ☒NO

18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor ***APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined*** in this or any other state? ☐YES ☒NO

19. Has anyone **EVER** ***filed suit or obtained a judgment against you*** in a civil action, the subject of which involved ***fraud or misrepresentation of a business, professional or liquor license***? ☐YES ☒NO

20. Are you **NOW** or have you **EVER** held ownership, been a controlling person , been an officer, member, director, or manager on ***any other liquor license*** in this or any other state? ☒YES ☐NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) ☐YES ☐NO

If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.

22. Do you make payments to the licensee? ☐ YES ☐ NO If "yes", how much? $_____ per month. Total debt to licensee $_____

23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? ☐ YES ☐ NO If "yes", attach a copy of such agreement

24. I, Kelly W. Sample, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)

I have read this questionnaire and the contents and all statements are true, correct and complete.

X _____ (Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
29 day of Aug, 2007
Day Month Year

My commission expires on: 19 3 2011
Day Month Year

_____ (Signature of NOTARY PUBLIC)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
CARL CURTIS JONES
My Commission Expires 3/19/11

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION

Licensee or Agent Approval of Manager

25.I, (**Print** Licensee/Agent's Name): _____
Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
The foregoing instrument was acknowledged before me this

X _____ (Signature of LICENSEE/AGENT)

_____ day of _____ _____
Day Month Year

My commission expires on: _____
Day Month Year

_____ (Signature of NOTARY PUBLIC)

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I HOLD INTEREST IN THE FOLLOWING LICENSES:

12073383 NORTH VALLEY LLC MANAGING MEMBER AND 100% STOCKHOLDER

12072029 MEADOWLAND ENTERPRISES INC PRESIDENT & 100% STOCKHOLDER

9/11/07

'07 SEP 14 Liqr. Lic. PM12:58

Exhibit 'A'

Kelly W. Sample

Date: 07/04/1998

Misdemeanor D.U. I.

Location: Glendale, Arizona

Sentence: 3 Days in Jail, 16 hours Substance Abuse Classes

Fine: $492.00

Date: 07/14/2004

Misdemeanor D.U. I.

Location: Phoenix, Arizona

Sentence: 1 Day in Jail, 36 hours Substance Abuse Classes

Fine: $1058.00

Kelly W. Sample
9/10/07

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

07 SEP 14 Liq.

400 W Congress #150
Tucson AZ 85701-1352
(520) 628-6595

CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION

KELLY WILLIAM SAMPLE
Individual Name (Print)

Kelly W. Sample
Individual Signature

111003
Date Training Completed

TYPE OF TRAINING COMPLETED
TRAINER MUST CHECK YES OR NO FOR EACH TYPE

- [x] YES [ ] NO BASIC
- [x] YES [ ] NO ON SALE
- [x] YES [ ] NO MANAGEMENT
- [x] YES [ ] NO OFF SALE
- [x] YES [ ] NO BOTH
- [ ] YES [ ] NO OTHER

IF TRAINEE IS EMPLOYED BY A LICENSEE:

NAME OF THE LICENSEE	BUSINESS NAME	LIQUOR LICENSE NUMBER
Kelly W. SAMPLE	CUCINA TAGLIANI	12072029

ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION

Arizona Business Council for Alcohol Education (ABC)
Company or Individual Name

500 East Thomas Road #100
Address

City	State	Zip	Phone
Phoenix,	Arizona	85012	(602) 285-1396

I Certify the above named individual has successfully completed the specified program(s).

T. J. Kuhn
Trainer Name (Print)

Trainer Signature

111003
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).
Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

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

'07 SEP 14 Liq. Lic. PM1258

AZ Corp. Commission
02116211

AZ CORPORATION COMMISSION
FILED

AUG 1 6 2007

FILE NO. L1387606-7

Articles of Organization

of

AVONDALE RESTAURANT, LLC

1. Name: The name of the limited liability company is:

AVONDALE RESTAURANT, LLC

2. Known place of business: The address of the company's known place of business in Arizona is:

1733 North Dysart Road
Avondale, Arizona 85323

3. Statutory Agent: The name and address of the statutory agent of the company is:

Gregory A. Robinson
6040 North 7th Street, Suite 500
Phoenix, AZ 85014

Acceptance of Appointment by Statutory Agent:

I, Gregory A. Robinson, having been designated to act as Statutory Agent do hereby consent to act in that capacity until removed or resignation is submitted in accordance with Arizona Revised Statutes.

Signed: Gregory A. Robinson

4. Dissolution: The latest date, if any, on which this limited liability company must dissolve is

December 31, 2050.

'07 SEP 14 Liq. Lic. PM12:58

L1387606.7

5. Management: Management of the company is vested in a manager or managers. The names and addresses of each person who is a manager and each member who owns a twenty-percent or greater interest in the capital or profits of the limited liability company are:

Kelly W. Sarople
6349 West Bell Road
Peoria, Arizona 85382

Executed this 12 day of August 2007: Signed: Kelly W. Sarople, Organizer

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☒ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: KELLY SAMPLE

BUSINESS NAME: CUCINA TAGLIONI

ADDRESS: 1733 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

■ APPROVED
☐ DENIED

SIGNATURE

101507
DATE

ASST POLICE CHIEF
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 5, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 19, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT

APPLICANT'S NAME: KELLY SAMPLE

BUSINESS NAME: CUCINA TAGLIONI

ADDRESS: 1733 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

10/15/07
DATE

TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 5, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 19, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 16
- ☐ EXTENSION OF PREMISES

ROUTING:

- ☐ POLICE DEPARTMENT
- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT

APPLICANT'S NAME: KELLY SAMPLE

BUSINESS NAME: CUCINA TAGLIONI

ADDRESS: 1733 NORTH DYSART ROAD

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

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

10/18/07
DATE

Development Services Director
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 5, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 19, 2007

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: October 18, 2007

TO: Linda Farris, City Clerk

PREPARED BY: Ken Galica, Planner II (623) 333-4019

SUBJECT: Series 12 Liquor License for Cucina Taglioni
Northeast corner of McDowell Road and Dysart Road

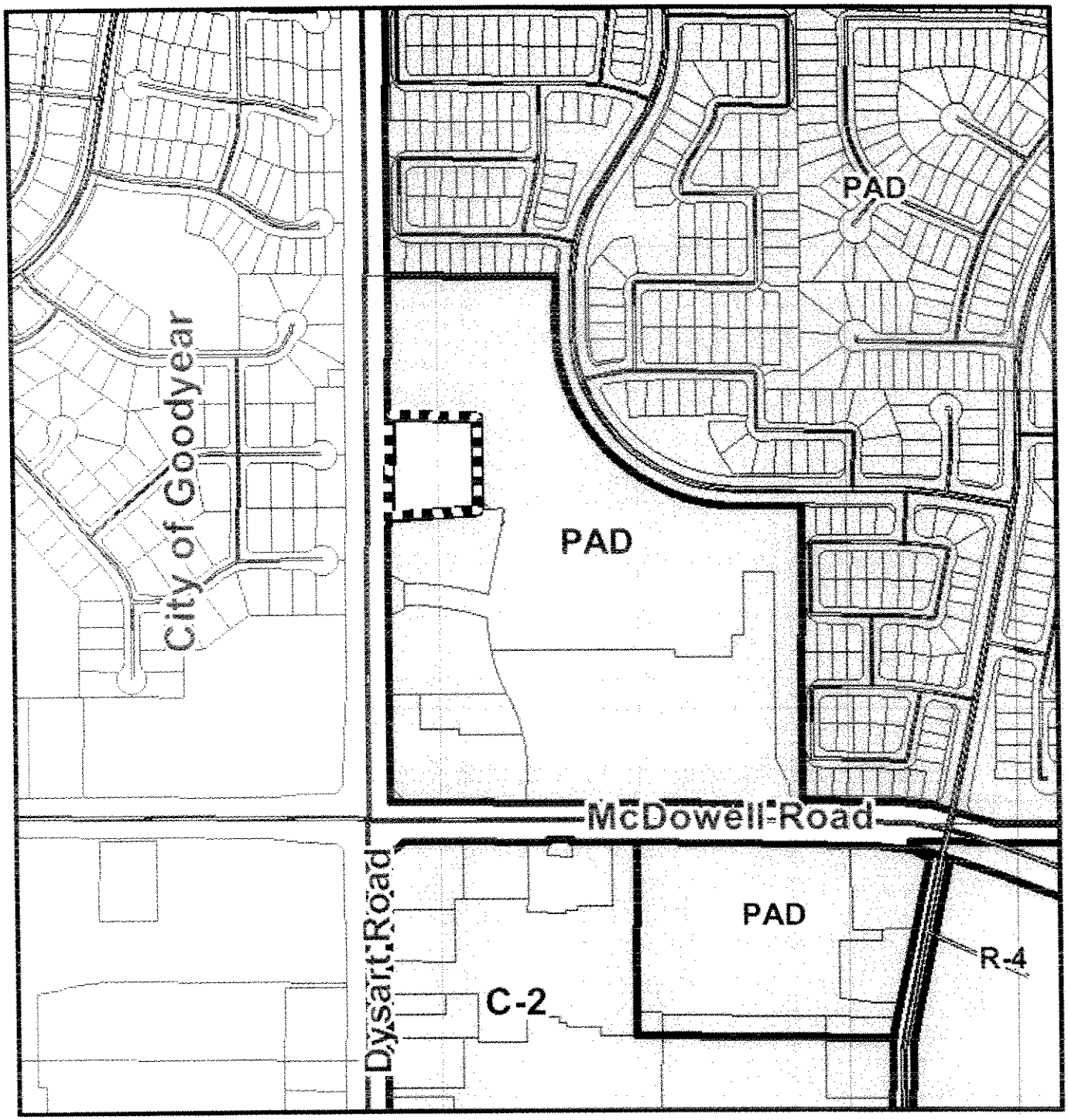
The proposed location is at the northeast corner of Dysart Road and McDowell Road in the Alameda Crossing shopping center. The building is existing and had previously been occupied by a restaurant tenant, Johnny Carino's Italian Restaurant.

Series 12 liquor licenses are exempt from any separation requirements from churches, schools, or fenced school recreational areas.

The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley PAD approved by the City Council in September 1994. Restaurants are permitted in this portion of the Palm Valley PAD.

There are no zoning or separation issues with the site.

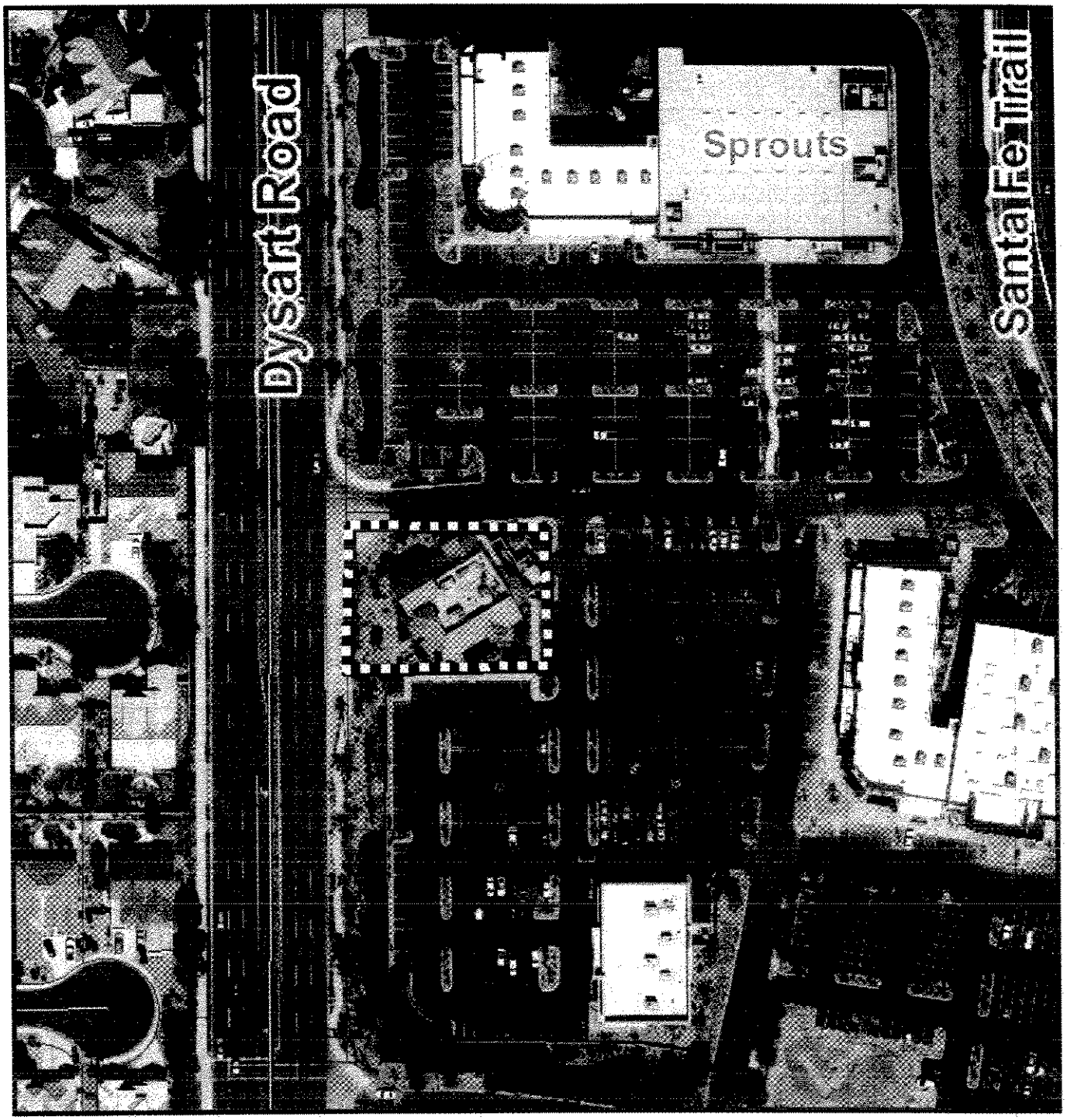
Attachment: Zoning Vicinity Map
2007 Aerial Photograph



Zoning Vicinity Map

Avondale

Proposed
Cucina Taglioni

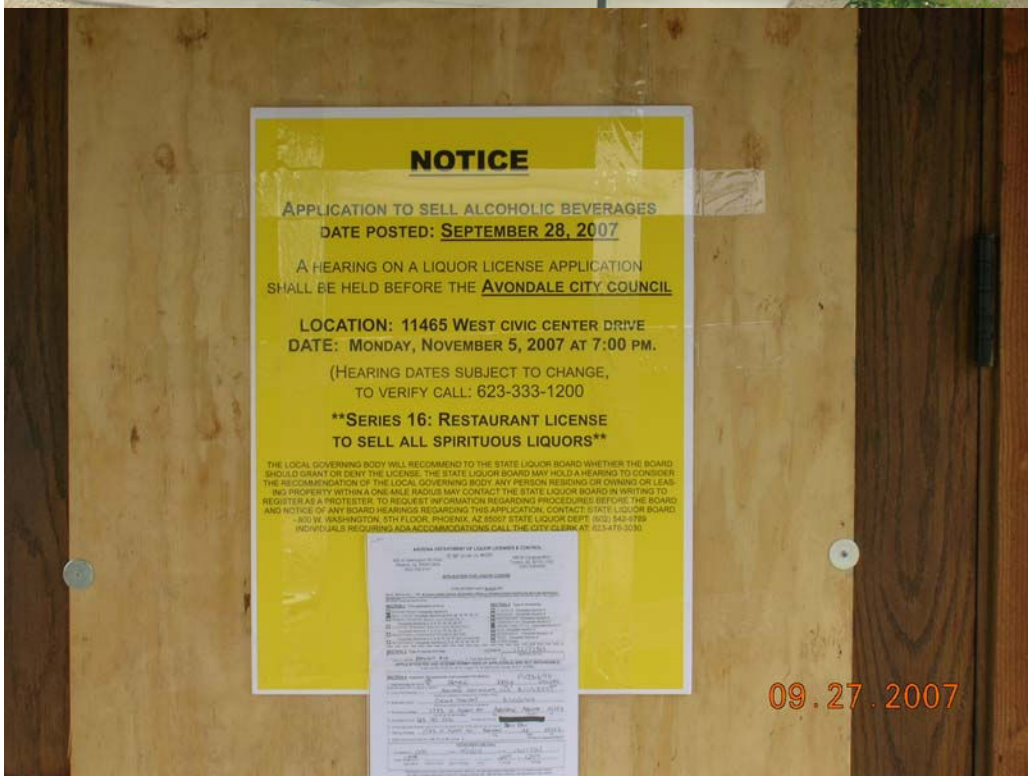


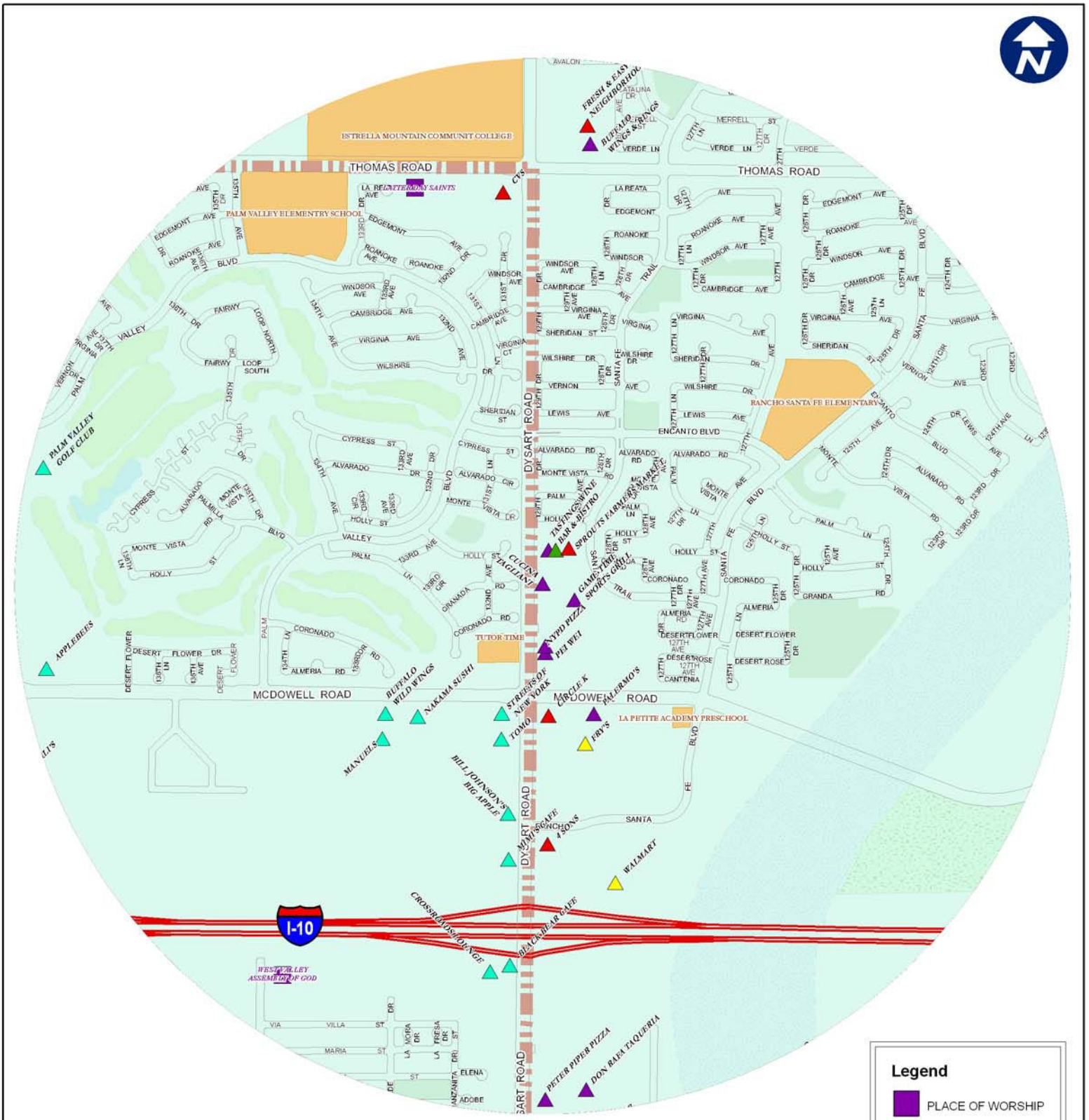
2007 Aerial Photograph

Avondale

Proposed
Cucina Taglioni

Johnny
Carino's
ITALIAN
1733
09.27.2007


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: SEPTEMBER 28, 2007
A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL
LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, NOVEMBER 5, 2007 AT 7:00 PM.
(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200
**SERIES 16: RESTAURANT LICENSE
TO SELL ALL SPIRITUOUS LIQUORS**
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER, TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION. CONTACT STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT. (602) 542-9769
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT 623-478-3030
09.27.2007



Legend

- PLACE OF WORSHIP

LIQUOR LICENSE

- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16
- SCHOOLS

Cucina Tagliani
1733 N. Dysart Rd
1 Mile Buffer

0 0.05 0.1 0.2 0.3 0.4 0.5 Miles

Avondale GIS Division of Water Resources

CITY COUNCIL REPORT

SUBJECT:
NATIONAL LEAGUE OF CITIES' ANNUAL BUSINESS MEETING - VOTING DELEGATES

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

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 New Orleans, Louisiana.

BACKGROUND:

The National League of Cities' Annual Business Meeting will be held on Saturday, November 17, 2007 at the Congress of Cities in New Orleans, Louisiana. 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 New Orleans, Louisiana.

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 New Orleans, Louisiana on November 17, 2007.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Special Event Liquor License American Legion Post #61 – Toy/Bike Run

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider a request for a special event liquor license from the American Legion Post #61, 35 North 8th Street Avondale, Arizona for December 1, 2007.

DISCUSSION:

The City Clerk's Office has received an application for a special event liquor license from Constant Parrish, representing the American Legion Post #61, to be used in conjunction with a bike run/toy fundraiser.

This event will be held on Saturday, December 1, 2007 from 10:00 a.m. to 2:00 a.m., at the American Legion. The required fees have been paid. City staff met to review the application and determined that this applicant was not requesting any city support other than normal city services.

Police and Fire Department Personnel have reviewed the application and are recommending approval. Their comments are attached.

Staff 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 representative, Ms. Constant Parrish, revealed no contact with the Avondale Police Department.
3) The event is a fundraiser.
4) Security measures taken by the applicant – Police Department 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 – There is no history for this event.
8) Potential for problems in the neighborhood in terms of noise, hours and time of the event - Activities will be confined to the American Legion Building and parking area.
9) Length of the event – 16 hours.
10) Sanitary facilities available to the participants – 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 is1,000.
13) Nature of sound amplification system – none.
14) Traffic control measures will not be necessary per the Police Department.

RECOMENDATION:

Staff is requesting that the City Council approve a request for a special event liquor license from the American Legion Post #61, 35 North 8th Street Avondale, Arizona for December 1, 2007.

ATTACHMENTS:

Click to download

- State Application
- Comments

Addendum H

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: American Legion Post 61
2. Non-Profit/I.R.S. Tax Exempt Number: 860171489
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? Charitable
5. Location of the event: 35 nth 8th | 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**: Parrish | Constant | Joy | –
   Last | First | Middle | Date of Birth
7. Applicant's Mailing Address: 35 N 8th st | Avondale | AZ | 85323
   Street | City | State | Zip
8. Phone Numbers: (623) 932-4960 (Site Owner #) | (623) 932-6916 (Applicant's Business #) | (623) 935-4997 (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:	Dec 1, 07	SAT	10:00 Am	2:00 Am
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 2 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
AMERICA LEGION POST 61	35 N 84th St AVONDALE, AZ, 85323	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
____# Security personnel ☐ Barriers

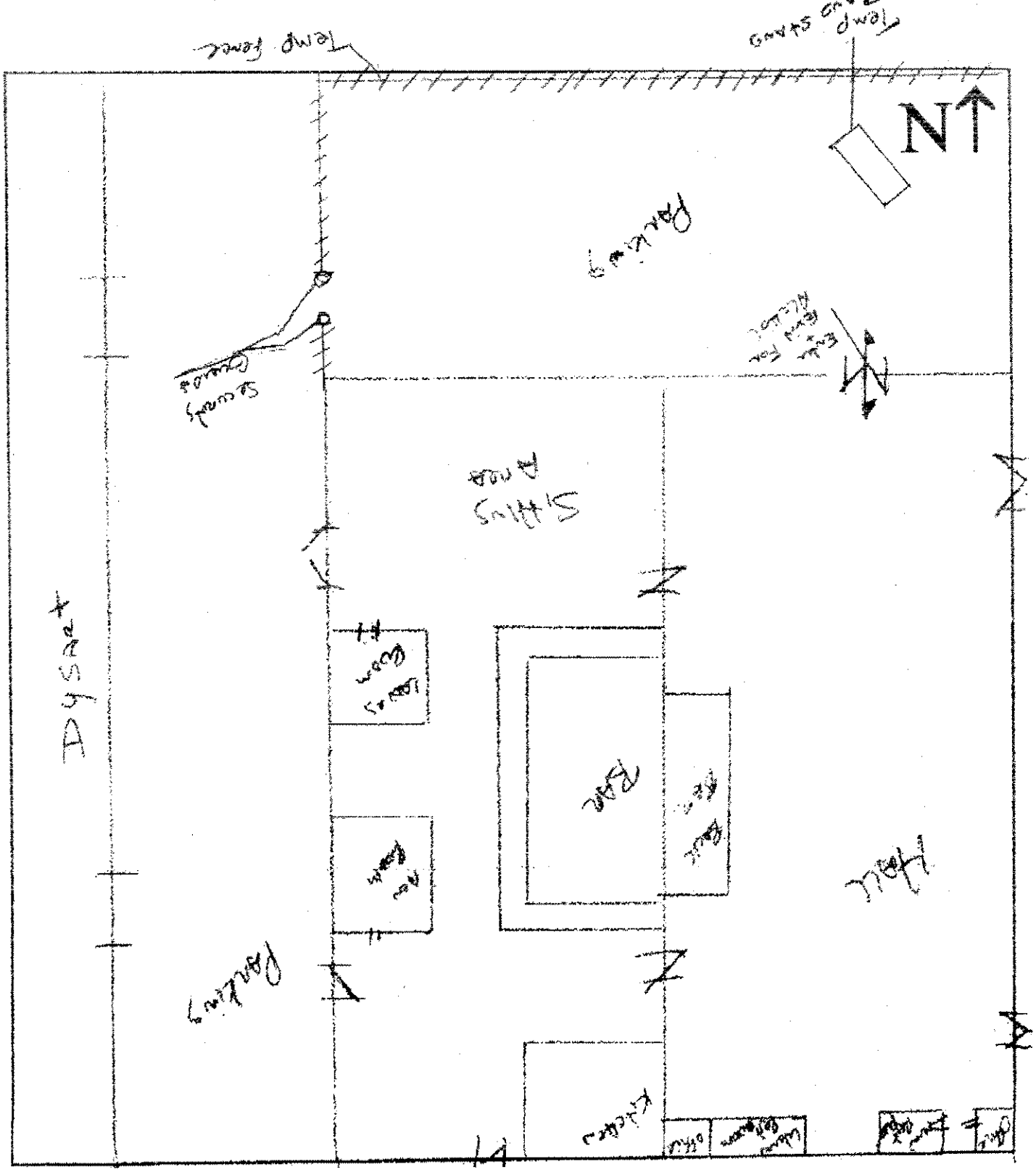
16. Is there an existing liquor license at the location where the special event is being held? ☒ YES ☐ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☒ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

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.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must 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, FRANK WHITTEN (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 Frank Whitten (Signature) ADJUTANT (Title/Position) 9/26/07 (Date) 623-872-0886 (Phone #)

State of AZ County of MARICOPA

The foregoing instrument was acknowledged before me this 26 (Day) 9 (Month) 2007 (Year)

PAUL G. DE SANTIS NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Comm. Exp. June 24, 2009

My Commission expires on: 6-24-09 (Date) Paul G. De Santis (Signature of NOTARY PUBLIC)

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

19. I, CONSTANT JOY PARRISH (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 Constant Joy Parrish (Signature)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 26 (Day) 9 (Month) 2007 (Year)

PAUL G. DE SANTIS NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Comm. Exp. June 24, 2009

My commission expires on: 6-24-09 (Date) Paul G. De Santis (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)

CRANDALL-PALMER POST No. 61
THE AMERICAN LEGION

35 N. 8th Street (Dysart Rd.) • Avondale, AZ 85323-2413 • Telephone (623) 932-4960

Arizona Department of Liquor Licenses & Control
800 West Washington Street
Phoenix, Arizona 85007

Crandall Palmer Post 61, the American Legion, agrees to suspend their liquor license during the hours of 10:00 AM and 2:00 AM on Saturday, December 1, 2007. We are located at 35 N. 8th Street, Avondale, Arizona 85323.

Thank you,

Constant Joy Parrish

Constant Joy Parrish
Club Steward

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: CONSTANT PARRISH

ORGANIZATIONS NAME: AMERICAN LEGION #61

EVENT ADDRESS: 35 NORTH DYSART ROAD

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

PURPOSE OF EVENT: TOY RUN FUNDRAISER

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE

ASST CHIEF
TITLE

101607
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 5, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 19, 2007

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES SERIES # 14

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: CONSTANT PARRISH

ORGANIZATIONS NAME: AMERICAN LEGION #61

EVENT ADDRESS: 35 NORTH DYSART ROAD

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

PURPOSE OF EXTENSION: TOY RUN FUNDRAISER

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jere G. Homer
SIGNATURE

Asst. Fire Marshal
TITLE

10/9/07
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: NOVEMBER 5, 2007
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: OCTOBER 19, 2007

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement with Lockwood, Andrews, and Newnam, Inc. for Waterline Improvements on Van Buren Street from El Mirage Road to Links Drive

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E., Assistant City Manager, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Lockwood, Andrews and Newnam, Inc. to provide design services for waterline improvements on Van Buren Street from El Mirage Road to Links Drive in the amount of $118,500 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The approved 2006-2007 Capital Improvement Program (CIP) includes a project to design a water transmission main on Van Buren Street from El Mirage Road to Links Drive (see attached vicinity map). This project is to provide a conveyance system from Well 22 to the Coldwater Springs Booster Station. This conveyance line is critical to the City's ability to transmit the water generated by Well 22 to the Booster Station at Coldwater Springs.

The 2005 Water Master Plan evaluated existing water resources and infrastructure and determined that, within two (2) years, additional supplies would be required throughout the City's service area to meet peak summer demands. The Coldwater Booster Station is one (1) of the facilities in need of additional water supplies and, when completed, Wells 22 and 25 are anticipated to have the capacity to supply up to 2,500 and 1,200 gallons per minute, respectively. Without this additional supply, the facility would not be able to operate at its optimum cycle time and redundant booster pump stations and reservoirs would be required to meet peak demands.

DISCUSSION:

The scope of services for this project includes:

- Design Survey
- Geotechnical Investigation
- Waterline Design
- Construction Plans, Specifications, and Estimates

SELECTION PROCESS:

In accordance with the City's Procurement Policy, staff created a three (3) person panel and selected three (3) qualified firms from the current list of pre-qualified firms. All three (3) firms submitted statements of qualifications (SOQs) for the project. After reviewing the SOQs, the panel met again and found Lockwood, Andrews and Newnam, Inc to be the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that Lockwood, Andrews and Newnam, Inc. is considered to

be a competent, knowledgeable, and highly recommended consultant based on similar projects.

Staff requested, received, and negotiated a proposal from Lockwood, Andrews and Newnam, Inc. for engineering services for the delivery of plans, specifications, and an engineer's estimate for waterline improvements on Van Buren Street from El Mirage Road to Links Drive. Staff reviewed the proposal and negotiated the scope of services and contract price in the amount of $118,500 (see attached).

SCHEDULE:

Listed below is the tentative schedule for design and construction:

Design:
Notice to Proceed – November 2007
Final Design – May 2008

Construction:
Bid Award – June 2008
Begin Construction – June 2008
End Construction – September 2008

BUDGETARY IMPACT:

Funding for this project is available in the Water Fund Line Item No. 514-1213-00-8520 in the amount of $118,500.

RECOMENDATION:

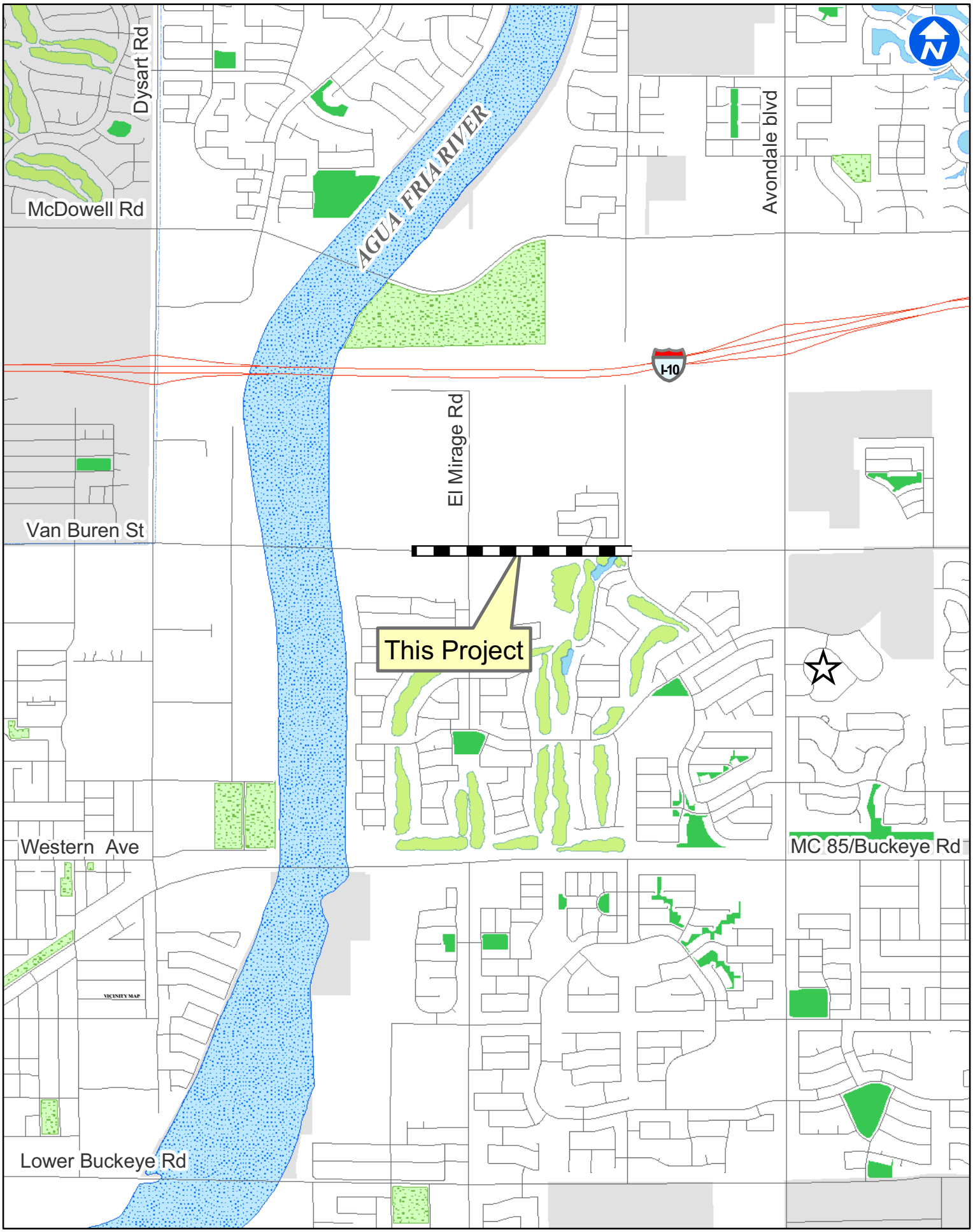
Staff recommends that the City Council approve a Professional Services Agreement with Lockwood, Andrews and Newnam, Inc. to provide design services for waterline improvements on Van Buren Street from El Mirage Road to Links Drive in the amount of $118,500 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA

City of Avondale



Vicinity Map

WA1213 - Van Buren Transmission Line

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LOCKWOOD, ANDREWS & NEWNAM, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of __ _____, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Lockwood, Andrews & Newnam, Inc., an Arizona 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 to design a water transmission line on Van Buren Street (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 November 1, 2009.

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 $118,500.00 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 highest 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, 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 over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) 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 (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) 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: 623-333-0100 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:	Lockwood, Andrews & Newnam, Inc. 3344 E. Camelback Road, Suite 100 Phoenix, AZ 85018 Facsimile: 602-778-1657 Attn: Jeff Farnsworth, 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 (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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, the Fee Estimate 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**"

Lockwood, Andrews & Newnam, Inc., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of LOCKWOOD, ANDREWS & NEWNAM, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LOCKWOOD, ANDREWS & NEWNAM, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

PROJECT TITLE: Well 22/Van Buren St Transmission Line

PROJECT NO.: WA 1213

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Designing approximately 3,000 LF of 16" DIP water transmission line in Van Buren Street from the 16" water transmission line to be installed with WA1089 at El Mirage Rd to the 16" water transmission line near Links Blvd. Project is necessary to tie the new well between the two existing waterlines.

A. BACKGROUND

This project is part of an on-call agreement between the City and Lockwood, Andrews, & Newnam, Inc. of Phoenix Arizona (the "Design Consultant"). This project is on an accelerated schedule. Thus, design submittals, requirements, and tasks have been adjusted accordingly to meet the expedited schedule.

B. SCOPE OF WORK

B 1.0 DATA COLLECTION

1. It shall be the responsibility of the DESIGN CONSULTANT to determine, request and obtain specific data and information needed to perform the work. The DESIGN CONSULTANT shall provide all necessary research and data collection for determining and identifying all existing project utilities.

2. CITY shall provide, upon request, at no cost to DESIGN CONSULTANT the following existing information as available, not necessarily limited to, as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, GIS data, maintenance records, and drawings of developments planned within the project area.

3. DESIGN CONSULTANT shall keep a log of all documents and information provided by CITY staff and related stakeholders and forward a copy of the log to the City upon request.

B 2.0 PUBLIC UTILITY COORDINATION

1. DESIGN CONSULTANT shall coordinate with utility companies, private development, other agencies and the CITY to incorporate existing and proposed utilities into the construction plans, in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide"

(PIPG.) DESIGN CONSULTANT shall show existing and proposed utilities on the paving plans, *water plans, sewer, grading etc.)*

2. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.

3. DESIGN CONSULTANT shall work with the CITY's Project Manager and City staff to coordinate the early determination of facilities that may be abandoned or deactivated.

4. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of utilities within the project limits prior to the Preliminary (15%) design submittal. DESIGN CONSULTANT shall prepare base maps detailing existing utility data and transmit them to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.

5. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives. Utility conflicts may include but are not limited to overhead and subsurface which may affect equipment or materials installation

6. DESIGN CONSULTANT should review the records as needed to advise the City and Utilities of need for new easements.

7. DESIGN CONSULTANT shall send a letter to each utility company notifying them of the project and defining the project scope and timeline, and shall also send the appropriate amount of half-size or full size sets to the utility stakeholders at the 60% and 90% design stages for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements. DESIGN CONSULTANT shall incorporate the utility company and private developer construction requirements into the bid documents.

8. DESIGN CONSULTANT shall provide the utility companies with pertinent information necessary for the utility companies to design the relocation of their facilities. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a time line for relocating their facilities.

9. Prior to 60% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY's Utility Coordinator has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review along with a request for written response from each utility. DESIGN CONSULTANT shall make joint trenching recommendations for underground utilities, and submit those recommendations to the CITY's Utility Coordinator for approval.

10. DESIGN CONSULTANT shall identify utility easements at 60% design completion to facilitate land acquisition during the design phase.

11. Prior to the 60% design stage, DESIGN CONSULTANT shall develop a utility strip map showing all existing and proposed utilities designed by others i.e. SRP, APS, and existing and proposed easements for each utility provided by utility stakeholders, to include parcel numbers and addresses, at a scale of 1”=20’ H.

12. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY’s Project Manager and Utility Coordinator each with a written record of receipt.

13. DESIGN CONSULTANT shall work with the City’s Project Manager and City Staff to facilitate utility coordination meetings upon notice to proceed and at the (60% and 90% design stages and provide a strip map showing proposed City and private installations, and existing and proposed easements.

14. DESIGN CONSULTANT shall work with the City’s Project Manager and City Staff to facilitate utility land coordination meetings upon notice to proceed and at the 60% design stage and provide a strip map showing proposed City and private installations.

15. DESIGN CONSULTANT shall review all utility plans for constructability within the project limits.

16. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed City and private installations, and that such relocations will not impact the proposed construction schedule of the CITY’s project.

17. DESIGN CONSULTANT shall ascertain ADOT style Utility Clearance letters from each utility stakeholder for the project. (This item may not be stricken from contract)

B 3.0 PROGRESS MEETINGS

1. DESIGN CONSULTANT shall hold the following progress meetings at the City of Avondale’s offices or project site.
    a. Comment Resolution Meetings will be held, in lieu of the Progress Meetings no later than two weeks after redlines are returned to DESIGN CONSULTANT at each plan submittal.

2. DESIGN CONSULTANT shall take notes, prepare and distribute meeting minutes for each Progress Meeting including Action Items and responsible parties. The minutes are to be reviewed and approved by the City’s Project Manager prior to distribution and updated at each Progress Meeting.

B 4.0 PROJECT MANAGEMENT

1. DESIGN CONSULTANT shall prepare bi-weekly and monthly progress reports; perform regular budget and schedule monitoring; coordinate with utilities, CITY representatives and other project stakeholders; and manage sub-consultants.

   a. Project Schedule to be provided in MS Project format at the beginning of the project. An update shall be provided at the 60% design stage and upon significant deviation in accordance to Section E. PROJECT SCHEDULE.

2. Provide Invoicing statements per City of Avondale requirements

B 5.0 DESIGN SURVEY

DESIGN CONSULTANT shall perform all project survey as detailed below:

1. CONTROL: DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements:

   a. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983, National Spatial Reference System 2007 (NAD*# NSRS2007), and Arizona Central Zone, International Foot. Bearings shall be Grid.

   b. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot.

   Local Survey control information for National Geodetic Survey (NGS) may be obtained from Maricopa County at: http://www.mcdot.maricopa.gov/survey/
   A minimum of two existing NGS monuments will be used for control and referenced on the plans.

2. DESIGN CONSULTANT shall perform a full topographic and planimetric survey of all existing features including but not limited to curb and gutter, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation, plants, shrubs, adjacent finished floors, ground elevations at R/W line, valve nut elevations, and manhole inverts. Photogrammetric methods may be used where properly controlled, verified and supplemented by conventional ground survey.

3. SURVEY LIMITS:

   a. DESIGN CONSULTANT shall take pavement elevations at the centerline known or center of (road) at 100 feet intervals. In addition, DESIGN CONSULTANT shall take elevations at the gutter flow line for all existing

curb and gutter, at the outside edge of pavement where there is no curb and .

- Minimum of 250' beyond this project limits (on both sides.). Fall survey 300' or as necessary for striping.

b. DESIGN CONSULTANT shall take elevations at the rim & inverts of all catch basins, manholes, pipes and all water valve nuts within the project limits. DESIGN CONSULTANT shall establish temporary benchmarks as necessary at 500 feet intervals along Van Buren St for the length of the project.

4. DESIGN CONSULTANT shall provide a sketch showing each benchmark and temporary benchmarks with a minimum of 3 ties to features that will not be disturbed by construction.

B 6.0 PLANS, SPECIFICATIONS AND ESTIMATES

1. DESIGN CONSULTANT shall prepare plans, specifications and estimates for the project in accordance with CITY standards. The plans shall include, but not be limited to:

- Cover Sheet
- Standard Sections Sheet
- Waterline Plans (1"=20' H/1"=2' V) per city standards. – See Task 8 for additional information.
- Striping and Signing Plans (1"=40') – See Task 9 for additional information
- Utility Relocation Plans (if required, by others)
- Results of Survey and Control diagram

2. DESIGN CONSULTANT shall submit a preliminary strip map at the 15% stage, and plans at the 60% and 100% stages. The plan submittals will follow the checklists provided by the CITY.

3. At the 60% and 100% plan submittals, DESIGN CONSULTANT shall submit a CD containing each plan sheet in .TIF format.

4. At the completion of the design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format and scanned .TIF images of each plan sheet (signature set.)

5. Specifications will be in accordance with the MAG Standard Specifications and City of Avondale Standard Specifications. DESIGN CONSULTANT shall supply special provisions for all items not adequately covered by the standard specifications.

6. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements will not be used for pay items.

7. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms provided by the CITY. DESIGN CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments will be incorporated unless otherwise authorized by the CITY.

8. DESIGN CONSULTANT shall return redline comments with each plan submittal.

9. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for ensuring constructability of such plans, including, but not limited to, completion of right-of-way, TCE, and drainage easement acquisitions, and completion of utility relocation design**.**

B 7.0 WATERLINE PLANS

1. DESIGN CONSULTANT shall design a 16" water transmission main line from the existing 16" at El Mirage Rd to the existing 16" east of Links Dr along Van Buren St.

2. DESIGN CONSULTANT shall prepare plan and profile sheets at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, benchmarks and underground utilities.

B 8.0 STRIPING AND SIGNING PLANS

1. DESIGN CONSULTANT shall develop preliminary traffic signing and striping plans for this project at the 60% plan stage. DESIGN CONSULTANT shall finalize the traffic signing and striping plans at the 100% plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:

    a. General Striping Notes sheet (including a striping quantities) and legend of both signs & markings. Markings Labels per "MCDOR Pavement Marking Manual)
    b. General Signing Summary and Notes
    c. Striping and Signing plan sheets

B 9.0 STORMWATER POLLUTION PREVENTION PLANS

1. DESIGN CONSULTANT shall develop a Storm Water Pollution Prevention Plan (SWPPP), as required on all projects that will or have the potential to impact any adjacent drainage system, under the provisions of section 402(p) of the Clean Water Act (CWA) and regulations 40 CFR 121, to secure a cost for the Arizona Pollutant Discharge Elimination System (AZPDES) permit and to ensure that the contractor is held responsible for this effort.

B 10.0 GEOTECHNICAL

1. DESIGN CONSULTANT shall establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.

2. DESIGN CONSULTANT shall Drill three (3) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. These borings will be located within the existing roadway or in the shoulder whichever is more appropriate and will extend up to 15 feet deep. DESIGN CONSULTANT shall collect ring samples and bulk samples for laboratory testing and will be responsible for preparation of field boring logs.

3. DESIGN CONSULTANT shall perform laboratory testing to evaluate, but not limited to, plasticity, liquid limit, ATTEBERG LIMITS., compressibility, M & D's for subsurface, rice Number, and chemical characteristics of the subsurface soils encountered.

4. DESIGN CONSULTANT shall prepare a draft geotechnical report, to accompany the 60% submittal, which will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new pavement and recommendations for construction. In addition, the reports will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, and the re-use of on-site soils for engineered fill.

5. DESIGN CONSULTANT shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 60% submittal.

B 11.0 UTILITY LOCATING SERVICES (POTHOLING) (Potholing will be provided by the City)

1. City contracted potholing Contractor shall conduct a Subsurface Utility Engineering (SUE) investigation per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C".

2. During the **60%** design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT will provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list.

2. Prior to completion of the **60%** plans, the City contracted potholing company shall provide vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data will be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the depth, horizontal and vertical location, size and material composition of the utility line exposed.

3. DESIGN CONSULTANT shall be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. The potholing Contractor contracted by the City shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.

4. Item #4 shall be provided by the City or City contracted potholing Contractor. Vacuum excavation potholing will include mobilization, set-up, traffic control (excluding uniformed police officer, special barricading, permit fees or inspections required by any governmental agencies), pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested, and clean up. The City contracted potholing Contractor shall apply for and obtain City of Avondale permit for potholing.

5. For identified water and sewer lines, while the pothole is excavated, representatives from the CITY's Water and Sewer Department and DESIGN CONSULTANT will perform visual inspection of the condition of the lines. Formal recommendations for potential rehabilitation or replacement will be developed by the CITY's Water and Sewer representatives and DESIGN CONSULTANT and provided to the CITY's project manager in memorandum form.

C. CONSTRUCTION DOCUMENTS

DESIGN CONSULTANT shall prepare the construction documents for each design submittal listed in the table below.

Construction Document		**60% Stage**		**100% Stage**
Face Sheet		P		F/S
Design Sheet/Index		P		F/S
Special Detail Drawings		P		F/S
Waterline Plan & Profile		P		F/S
Intersection Plans & Details		P		F/S
Utility Plan/Profile/Details		P		F/S

Signing and Pavement Marking Plans & Details		P		F/S
Quantity & Cost Estimate		P		F/S
Special Provisions		P		F/S
Geotechnical Report		P		F/S
Utility Strip Map		P		NA

P – Denotes Preliminary, F – Denotes Final, S – Denotes Sealed –

C 1.0 Conceptual (15%) Strip Map

1. DESIGN CONSULTANT shall develop an a conceptual level strip map for the project reach. This map will show the results of the survey and existing utility information obtained to date. A preliminary alignment will also be shown on the strip map. The DESIGN CONSULTANT shall schedule a meeting with the City to present the strip map and discuss data shown on the strip map and the preliminary alignment. Pipeline alignment adjustments, based on meeting discussions, shall be redlined on the strip map at this meeting.

C 2.0 PRELIMINARY (60%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 15% redlines, ten (10) copies of 15% plan comments and annotated comment sheet, eight (8) full size sets of construction plans, eight (8) half-size sets of construction plans, one (1) copy of the sealed drainage report, five (5) copies of the final geotechnical report, six (6) copies of the construction cost estimate, six (6) copies of the technical special provisions, plan checklists, one (1) copy of the final right-of-way strip map, two (2) copies of the utility strip map, three (3) copies of the final Phase I ESA. and 1 copy of the Engineer's estimate. In addition, DESIGN CONSULTANT shall send two (2) full size sets of construction plans, along with conflict letters to each utility company affected by the project. These submittal requirements may be waived by the City based on the 15% submittal review comments.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 3.0 Draft Final (90%) Plans (if necessary)

Based on the expedited schedule for this project, it is assumed a 90% submittal will not be necessary. However, the City reserves the right to require a 90% submittal based on City review results of the 60% submittal. The Design Consultant's Engineering fee schedule includes a 90% submittal task. The fees required for this task are necessary to achieve the 90% level of completion for the project regardless if a 90% submittal is required or not. The required

documents and number of required documents will be determined if a 90% submittal is deemed necessary. The number of documents for the possible 90% submittal, however, shall not exceed the number of documents required for the 60% submittal.

C 4.0 FINAL (100%) CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the previous plan review. The DESIGN CONSULTANT shall submit to the CITY redlines for prior review and one (1) copy of plan comments and annotated comment sheets. The DESIGN CONSULTANT shall also submit one (1) sealed set of specifications including technical special provisions, one (1) full size set of sealed construction plans on reproducible 4 mil Mylar with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction cost estimate and bid schedule, one (1) copy of the final right-of-way strip map, and two (2) copies of the final utility strip map and 1 Engineer's estimates.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

D. POST DESIGN SERVICES

1. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents.

2. DESIGN CONSULTANT shall assist the CITY during construction by answering RFIs.

3. Construction management or observation / inspection, or participation in construction meetings are not included in this scope of work.

E. PROJECT SCHEDULE

The following schedule was developed based on past experience and is indexed to the notice to proceed date. It has been assumed that all agencies have a three week review period.

Notice-To-Proceed	0
Data Collection	NTP + 3 Weeks
Submit 60% Plans	NTP + 12Weeks
Submit 90% Plans (if necessary)	NTP + 16 Weeks
Submit Final Plans	NTP + 18 Weeks

Bidding NTP + 21 Weeks

1 DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

F. QUALITY CONTROL –

DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

G. Fee Schedule/Man hour Breakdown

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LOCKWOOD, ANDREWS & NEWNAM, INC.

[Fee Estimate]

See following page.

City of Avondale

Engineering Design Services - Well 22/Van Buren St. Transmission Line (WA 1213)

TASK DESCRIPTION AND NUMBER	Estimated Man-hours						Task Totals Contract
	Principal	Project Mgr.	Project Eng.	Design Engineer (EIT)	CADD Tech	Admin	
Task 100 - Data Collection (B2.0)							
B2.1 - Request & Obtain information on existing utilities		2		8			$1,070.00
B2.2 - Review & Process information provided by Client		2		8			$1,070.00
B2.3 - Develop & Maintain log of documents provided by others		2		4		4	$930.00
Task 110 - Public Utility Coordination (B3.0)							
B3.1, 3.2 & 3.3 - Coordination with utility companies to include exist & proposed utilities		2		6	4		$1,120.00
B3.4a - Field verification of horizontal location of utilities (prior to 30% submittal)		4		4			$1,000.00
B3.4b - Prepare base maps w/utilities & submit to utility companies				4	8		$860.00
B3.4c - Incorporate utility company comments into base maps/files		2		2	8		$980.00
B3.5 - Identify utility conflicts & recommend alternatives		2		2			$500.00
B3.6 - Excluded from base scope…will be included as an allowance							
B3.7a - Notify, send plans & communicate with utilities at each milestone submittal (3)		3		6		6	$1,395.00
B3.7b - Incorporate utility company requirements into bid documents		2		2	6		$860.00
B3.8 - Coordinate w/utilities re: relocation design		2		2			$500.00
B3.9 - Prior to 30%, develop preliminary utility alignments & coord w/utilities		3		2		2	$775.00
B3.10 - Excluded from base scope…will be included as an allowance							$0.00
B3.11& B3.12 - Utility strip maps & written record of receipt				2	4	3	$610.00
B3.13 - Meeting coordination & provide strip maps at each milestone		4		4	4		$1,240.00
B3.15 - Utility constructibility review at milestone (60, 90)		2		4	2		$810.00
B3.16 - Verification of utility relocations & coordination owner		2		2			$500.00
B3.17 - ADOT style utility clearance letters from each utility stakeholder				2		6	$550.00
B3.18 - Coordination with nearby projects/stakeholders		2					$310.00
Task 120 - Progress Meetings (B4.0)							
B4.1a - Progress meetings at each of 2 milestones (2hrs ea + 2 hrs prep)							$0.00
B4.1b - Comment resolution meetings at each of 2 milestones		10		10			$2,500.00
B4.1c - Utility Coordination Meetings at 30%, 60%							$0.00
B4.2 - Meeting Documentation		6		6		8	$1,980.00
Task 130 - Project Management (B5.0)							
B5.1 - Progress reports, budget/schedule monitoring, stakeholder coordination		36		4		8	$6,440.00
B5.2 - Periodic Schedule update & Invoicing		16		4		8	$3,340.00
Task 140 - Design Surveying (B6.0 -See Subconsultant Services)							
Establish horizontal & vertical control							
Topographic and planimetric survey							
Digital photo log							$0.00
Task 150 - Plans, Specifications and Estimates (B7.0, B8.0, B9.0 & B10.0)							
15% Design/Review							
Prepare Strip Map/Project Prelim. Design		3		16	12	3	$2,885.00
15% City Review		1		1			
60% submittal							
Cover Sheet		2		3	6		$955.00
Horizontal Control		2		8	8		$1,550.00
Water Plan/Profiles		4		40	40		$6,820.00
Traffic Control Plans (not required - per CH)							$0.00
Signage & Striping Plans		4		12	12		$2,480.00
Storm Water Pollution Prevention Plans		2		6	4		$1,120.00
Miscellaneous Details		4		8	16		$2,340.00
Specifications		3		16	4	8	$2,705.00
Estimate of Probable Const Cost		3		16	8	4	$2,705.00
Quality Control/Quality Assurance	1	3		16	8		$2,640.00
90% submittal							
Cover Sheet							$0.00
Horizontal Control							$0.00
Water Plan/Profiles		4		32	40		$6,060.00
Traffic Control Plans (not required - per CH)							$0.00
Signage & Striping Plans		2		8	8		$1,550.00
Storm Water Pollution Prevention Plans							$0.00
Miscellaneous Details		2		4	8		$1,170.00
Specifications		2		8		16	$2,030.00
Estimate of Probable Const Cost		2		8	8	4	$1,790.00
Quality Control/Quality Assurance	1	2					$485.00
100% submittal							
Cover Sheet							$0.00
Horizontal Control							$0.00
Water Plan/Profiles		4		8	20		$2,580.00
Traffic Control Plans (not required - per CH)							$0.00
Signage & Striping Plans		2		4	4		$930.00
Storm Water Pollution Prevention Plans							$0.00
Miscellaneous Details		2		4	8		$1,170.00
Specifications		2		8		16	$2,030.00
Estimate of Probable Const Cost		2		4	4	4	$1,170.00
Quality Control/Quality Assurance	1	2					$485.00
Task 190 - Geotechnical Investigation (B11.0 - See Subconsultant Services)							
Task 200 - Utility Locating Services (Potholing) (B12.0 - See Subconsultant Services)							
Task 300 - Construction Documents (Section C - Printing & Delivery)							
C1.1 & C1.2 - Preliminary (30%) Plans		1		2		2	$465.00
C2.1 & C2.2 - Preliminary (60%) Plans		1		2		2	$465.00
C3.1 & C3.2 - Pre-Final (90%) Plans		1		2		2	$465.00
C4.1 & C4.2 - Final (100%) Construction Documents		1		2		2	$465.00
Task 400 - Post Design Services (Section D)							
D1.0 - Pre-bid meeting preparation & attendance		4					$620.00
D2.0 - RFI responses during bidding process		8		8			$2,000.00
D4.0 - Preparation of as-built drawings (not required - per CH)							$0.00
Total Estimated Man-hours	3	179	0	334	254	108	878
Percentage on job/per employee classification	0%	20%		38%	29%	12%	

Total Contract Design Services Fee **$81,470.00**

Project Expenses	
B6.0 - Surveying	$13,080.00
B11.0 Geotech	$3,500.00
Allowance	$10,000.00
Miscellaneous Printing	$750.00
MCDES Review Fee	$1,200.00
Mileage	$500.00
Project Allowances	
B3.6 - Title Reports, Record Review (9 assumed)	$5,000.00
B3.10 - Utility Esmts, Legal Descriptions (5 assumed)	$3,000.00
Total Project Expenses	**$37,030.00**
Total Contract Design Services Fees + Expenses	**$118,500.00**

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Lee Engineering - Design of a Traffic Signal at Indian School Road and Westwind Parkway

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E., Assistant City Manager (623)333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a professional services agreement with Lee Engineering for the design of a traffic signal at the intersection of Indian School Road and Westwind Parkway in the amount of $49,795 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The current five-year Capital Improvement Program provides for the installation of a traffic signal at the intersection of Indian School Road and Westwind Parkway during FY07-08. The Indian School Road and Westwind Parkway intersection is currently maintained by the Maricopa County Department of Transportation (MCDOT) and is not signalized, but controlled with a STOP sign for the northbound and southbound movements onto Indian School Road.

An Intergovernmental Agreement (IGA) with Maricopa County was approved by Council as Resolution 2691-1007 at the October 15, 2007 Council Meeting. The IGA defined the County's responsibility to participate in the review of the design, ownership, operation and maintenance of the traffic signal upon completion of the Project, and to reimburse the City for 50% of the total Project costs.

DISCUSSION:

Maricopa County completed a warrant analysis which was reviewed by City staff for the above location. The warrant analysis concluded that the signal meets criteria; therefore staff will proceed with the design of the traffic signal and intersection improvements at Indian School Road and Westwind Parkway. Based on the IGA with Maricopa County, the design and construction will be administered by the City of Avondale to MCDOT specifications and standards.

This contract includes two (2) basic components:

- Design of the signal and preparation of construction documents for a new traffic signal.
- Design and preparation of construction documents for the new sidewalk ramps associated with the proposed traffic signal for the appropriate pedestrian.

Lee Engineering was selected from the City's pre-qualified consultant list based on their qualifications and satisfactory performance on previous City of Avondale projects. Staff requested, received, and negotiated a proposal including the scope of work and fees in the amount of $49,795.

BUDGETARY IMPACT:

Funding for this project is available in Street Fund Line Item No. 304-1251-00-8001, Traffic Signal – Indian School and Westwind Parkway.

RECOMENDATION:

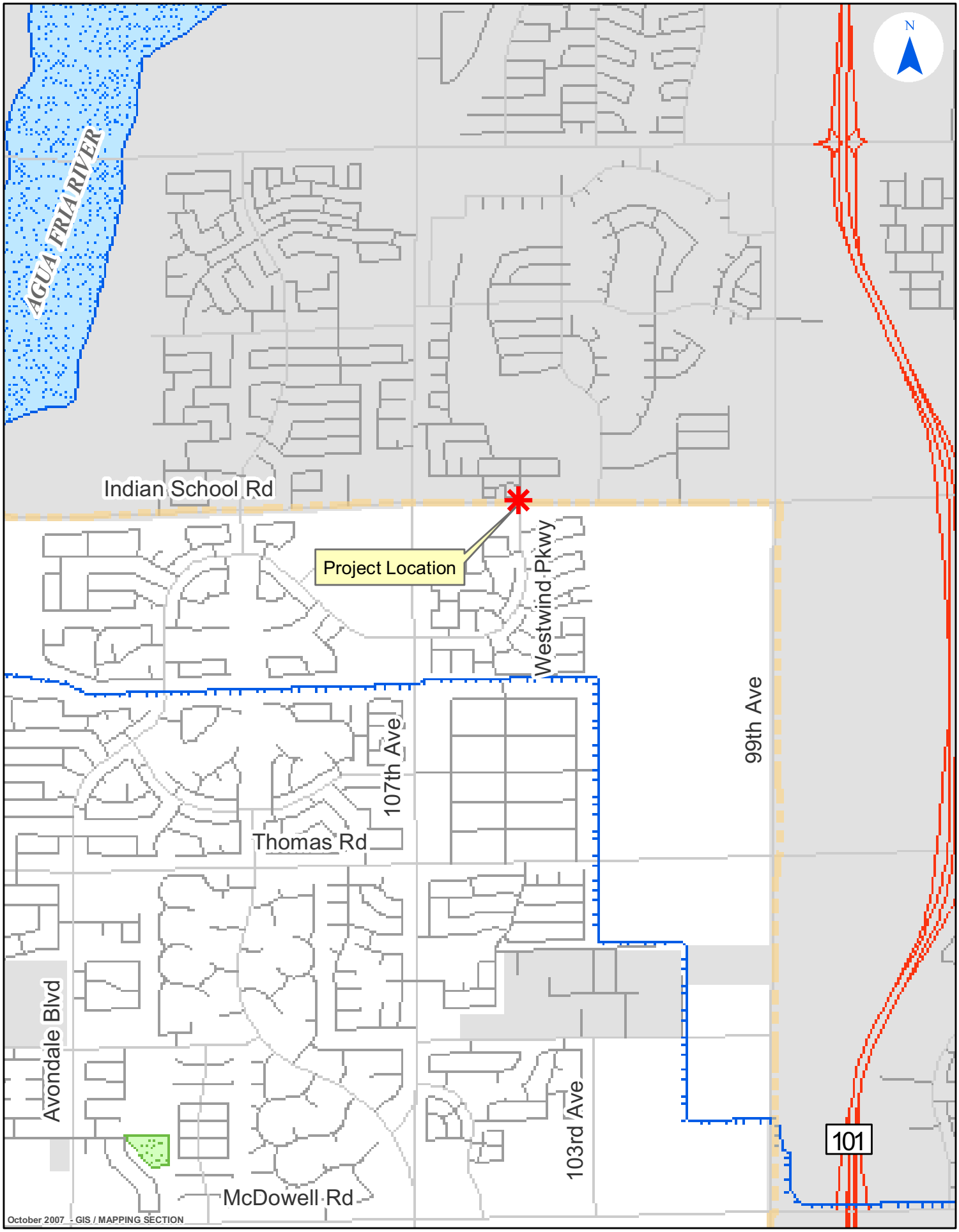
Staff recommends that the City Council approve a professional services agreement with Lee Engineering for the design of a traffic signal at the intersection of Indian School Road and Westwind Parkway in the amount of $49,795 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- PSA - Lee Engineering

VICINITY MAP



CITY OF AVONDALE

Indian School Rd. & Westwind Pkwy. Proposed Signal

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of November 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Lee Engineering, L.L.C., an Arizona limited liability company (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications (the "RFQ") seeking statements of qualifications from consultants for professional design and consulting services in order to be placed on a list of pre-qualified consultants.

B. The Consultant responded to the RFQ and the City desires to enter into an Agreement with the Consultant to design a traffic signal at the intersection of Indian School Road and Westwind Parkway, inclusive of minor civil improvements on each of four corners to provide Americans with Disabilities Act (ADA) compliant curb, ramp and sidewalk features (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall commence on the date that the Notice to Proceed is issued and shall end six months later.

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 $67,094.91 for the Services, as set forth in Exhibit B.

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 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 over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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: 623-333-0100 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:	Lee Engineering 3033 North 44th Street, Suite 375 Phoenix, Arizona 85018 Facsimile: 602-955-7349 Attn: Dave Bruggeman, 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**"

LEE ENGINEERING, L.L.C.,
an Arizona limited liability company

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of LEE ENGINEERING, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

[Scope of Work]

See following pages.

SCOPE OF WORK

PROJECT TITLE: Indian School Road and Westwind Parkway Traffic Signal Design

PROJECT NO.: ST1242

I. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

The project is to design a fully-functioning traffic signal at subject intersection, inclusive of minor civil improvements on each of four corners to provide Americans with Disabilities Act (ADA) compliant curb, ramp and sidewalk features.

Project components shall include coordination with and designing to Maricopa County Department of Transportation (MCDOT) standards, and coordination with the City of Phoenix, recognizing that the NW and NE corners fall within City of Phoenix jurisdiction, and coordination with utilities to ascertain and mitigate potential conflicts.

A. BACKGROUND

The project intersection currently exists in the Maricopa County jurisdiction. In the future, the intersection will be maintained by the City of Avondale. Maricopa County and The City of Avondale are currently seeking an Intergovernmental Agreement (IGA) for the design and installation of the signal system at this intersection. The County previously conducted a traffic signal warrant study which indicated the intersection met warrants. The signal installation project, which will be administered by the City of Avondale, will be designed to MCDOT standards to be consistent with what is currently existing along the Indian School corridor, and has been budgeted to be designed and installed in the Fiscal Year ’07-’08.

B. GENERAL TASKS

B 1.0 GENERAL REQUIREMENTS – The design and all work shall conform to the following:

- The City of Avondale Standard Details and Specifications, 1997 Edition
- The City of Phoenix Traffic Barricade Manual, 2007 Edition
- “MAG Specifications” is more particularly defined as the Maricopa Association of Governments (MAG), *Uniform Standard Specifications and Details for Public Works Construction*, 1998 Edition with latest revisions 2007.
- U.S. Department of Transportation, *Manual on Uniform Traffic Control Devices (MUTCD)*, 2003 Edition

In the event of a conflict between the General Requirements listed above and the Contract language, the Contract language shall prevail.

In the event of a conflict between the Construction Drawings and the Contract language, the Contract language shall prevail.

In the event of a conflict between the City of Avondale standards details and Specifications and the Maricopa Association of Governments (MAG), *Uniform Standard Specifications and Details for Public Works Construction*, the Maricopa Association of Governments (MAG), *Uniform Standard Specifications and Details for Public Works Construction* shall prevail.

In the event of a conflict between the City of Phoenix Traffic Barricade Manual *and* the U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD), the City of Phoenix Traffic Barricade Manual shall prevail.

B 2.0 DATA COLLECTION

1. It shall be the responsibility of the DESIGN CONSULTANT to determine, request and obtain specific data and information needed to perform the work. The DESIGN CONSULTANT shall provide all necessary research and data collection for determining and identifying all existing project utilities.

2. CITY shall provide, upon request, at no cost to DESIGN CONSULTANT the following existing information as available, not necessarily limited to, as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project area.

3. DESIGN CONSULTANT shall keep a log of all documents and information provided by CITY staff and related stakeholders and forward a copy of the log to the City upon request.

B 3.0 PUBLIC UTILITY COORDINATION

1. DESIGN CONSULTANT shall coordinate with utility companies, private development, other agencies and the CITY to incorporate existing and proposed utilities into the construction plans, in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG.) DESIGN CONSULTANT shall show all existing and proposed utilities on the traffic signal plans, civil improvements plans, etc. The City of Avondale will provide DESIGN CONSULTANT with any available list of utility contacts for public projects by the City of Avondale.

2. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.

3. DESIGN CONSULTANT shall work with the CITY's Project Manager and City staff to coordinate the early determination of facilities that may be abandoned or deactivated.

4. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits, based on correlation of field

observations and utility company mapping, prior to the Preliminary (60%) design submittal. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmit them to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.

5. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies, which might affect placement of poles, cabinets or underground facilities and recommend alignment alternatives. Utility conflicts may include but are not limited to overhead, including verifying restrictions of swag and sway, and subsurface which may affect equipment or materials installation.

6. At the 60% plan submittal stage, DESIGN CONSULTANT should review the records and Title Reports obtained by the CITY as needed to and prepare necessary documents and advise City and Utilities of need for new easements.

7. DESIGN CONSULTANT shall send a letter to each utility company notifying them of the project and defining the project scope and timeline, and shall also send the appropriate amount of half-size or full size sets to the utility stakeholders at the 60%, 95%, 100% and final plans to each utility company for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned signal installation. DESIGN CONSULTANT shall incorporate the utility company and private developer construction requirements into the bid documents.

8. DESIGN CONSULTANT shall provide the utility companies with electronic base files or other pertinent information necessary for the utility companies to design the relocation of their facilities. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a time line for relocating their facilities.

9. DESIGN CONSULTANT shall coordinate potholing existing utilities as described in Section B 21.0 "UTILITY LOCATING SERVICES (POTHOLING)"

10. Section deleted.

11. DESIGN CONSULTANT shall identify utility easements and provide legal descriptions to the CITY between the 60% and 95% design completion, to facilitate land acquisition during the design phase.

12. Section deleted.

13. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY'S Project Manager and Utility Coordinator each with a written record of receipt.

14. DESIGN CONSULTANT shall work with the CITY'S Project Manager and City Staff to facilitate utility coordination meetings at each submittal (60%, 95%, 100%) and provide plans showing proposed City and utility/private installations, and existing and proposed easements.

15. Section deleted.

16. Section deleted.

17. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall coordinate project design with any proposed private development improvements proposed adjacent to this project site to insure inclusion of proposed features and to identify and mitigate any conflicts between proposed projects.

18. Prior to submittal of 95% construction documents, DESIGN CONSULTANT shall obtain ADOT style Utility Clearance letters from each utility stakeholder for the project. (This item may not be stricken from contract)

19. DESIGN CONSULTANT shall coordinate with nearby projects/stakeholders.

B 4.0 PROGRESS MEETINGS

1. DESIGN CONSULTANT shall hold the following progress meetings at the City of Avondale's offices or project site.

    a. Progress Meetings will take place after the 60% and the 95% submittals. Design Consultant will coordinate the progress meetings once all comments from the City have been received and evaluated by the Design Consultant.

    b. Comment Resolution Meetings may be held, in lieu of the Progress Meetings no later than two weeks after redlines and text comments are returned to DESIGN CONSULTANT at each plan submittal with comment resolution forms.

    c. Utility Coordination Meetings shall be held at each plan submittal, and as needed.

2. DESIGN CONSULTANT shall take notes, prepare and distribute meeting minutes for each Progress Meeting, including Action Items and Responsible Parties. The minutes are to be reviewed and approved by the CITY'S Project Manager prior to distribution and updated at each Progress Meeting.

B 5.0 PUBLIC MEETINGS

Section deleted.

B 6.0 STAKEHOLDER MEETINGS

Section deleted.

B 7.0 PROJECT MANAGEMENT

1. DESIGN CONSULTANT shall prepare monthly progress reports; perform regular budget and schedule monitoring; coordinate with utilities, CITY representatives and other project stakeholders; and manage sub-consultants.

    a. Project Schedule to be provided in MS Project Manager format at Notice to Proceed, 60% and 95% design stages, and upon significant deviation, in accordance to Section E. PROJECT SCHEDULE.

2. Provide Invoicing statements per City of Avondale requirements

B 8.0 DESIGN SURVEY

DESIGN CONSULTANT shall perform all project survey as detailed below:

1. CONTROL: DESIGN CONSULTANT shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the CITY. Survey control for the project shall be in accordance with CITY requirements:

    a. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983, National Spatial Reference System 2007 (NAD*# NSRS2007), and Arizona Central Zone, International Foot. Bearings shall be Grid.

    b. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot.

    Local Survey control information for National Geodetic Survey (NGS) may be obtained from Maricopa County at: http://www.mcdot.maricopa.gov/survey/. A minimum of two existing NGS monuments will be used for control and referenced on the plans.

2. DESIGN CONSULTANT shall perform a full topographic and planimetric survey of all existing features including but not limited to curb and gutter, median curb, sidewalk, sidewalk ramps, lane striping, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, street light poles, utility boxes & pedestals, ground-mounted transformers and switch cabinets, fences, trees, mailboxes, public and private irrigation, plants, shrubs, adjacent finished floors, ground elevations at R/W line, valve nut elevations, and manhole inverts. Photogrammetric methods may be used where properly controlled, verified and supplemented by conventional ground survey. (see section 6 below)

3. SURVEY LIMITS:

a. DESIGN CONSULTANT shall take pavement elevations at the centerline known or center of (road) at 50 feet intervals. In addition, DESIGN CONSULTANT shall take elevations at the gutter flow line and top of curb for all existing curb and gutter, at the pavement adjacent to median curb and the top of median curb, at the outside edge of pavement where there is no curb and at existing ground at 10 ft intervals beyond the edge of pavement or back of curb to the right-of-way from the centerline of roadway for a minimum of 200' from the extension of the curb on the major street and a minimum of 100' from the extension of the curb on the minor street in each direction of the intersection for signal design.

b. DESIGN CONSULTANT shall take elevations along the centerline and edges of each driveway beginning at the gutter flow line to the right-of-way. DESIGN CONSULTANT shall take ground elevation shots all grade breaks along each driveway centerline and edges.

c. DESIGN CONSULTANT shall take elevations at the rim & inverts of all catch basins, manholes, pipes and all water valve nuts within the project limits. DESIGN CONSULTANT shall establish temporary benchmarks as necessary at 500 feet intervals for the length of the project.

4. DESIGN CONSULTANT shall provide a sketch showing each benchmark and temporary benchmarks with a minimum of 3 ties to features that will not be disturbed by construction.

5. DESIGN CONSULTANT shall provide a digital photo log of the project. The photos shall include intersecting street, driveways, curb ramps, existing above-ground utilities, existing obstructions, drainage features, ditches, railroads, roadway signage, private signage, existing landscaping, streetlights, existing miscellaneous structures, walls and any other features that may impact the design of the project. The photo log shall provide approximate station, offset and/or direction of the picture, or other identifying description, for each picture. DESIGN CONSULTANT shall provide the City two CDs of the photo log.

6. DESIGN CONSULTANT shall provide an aerial photo along the full limits of the topographic survey. The result will provide planimetric detail, including pavement striping. DESIGN CONSULTANT shall provide digital orthophoto with a pixel resolution of 0.15 on a CD ROM. All Photogrammetric mapping will be fully controlled, verified and supplemented with ground control survey.

B 9.0 RIGHT-OF-WAY SURVEY

RESEARCH: DESIGN CONSULTANT shall perform sufficient research to cover the proposed right-of-way corridor prior to start of survey. Research should include but not be limited to public and private records of surveys, Subdivision Plats, Right-of-way maps, record deeds and as-builts on and adjacent to the project. Original documents will be obtained from the County Recorders office. Title reports for all proposed ROW and or parent properties will be obtained by THE CITY. Inquiries will be made at other

agencies such as MCDOT, and affected utilities as necessary, to support the definition of properties in the corridor.

1. SURVEY: A field survey shall be performed. The survey shall conform to the Minimum Standards for Arizona Land boundary surveys as adopted by the State Board of Technical Registration. Survey limits will be sufficient to substantiate ROW acquisition and document existing ROW. If necessary the survey will extend beyond project boundaries to recover sufficient evidence to support ROW documentation. The field survey shall make a reasonable attempt to find any existing corner monumentation relevant to roadway, private property parcels, canal railroad ROW adjacent to the project as well as all street centerline monumentation. Found monuments will be tied to the survey and if not found, so noted. A Preliminary results of survey (ROW Strip map) will be prepared to support the initial design and final Results of survey prepared and submitted with the final plans.

2. At Preliminary (60%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlain on an aerial photograph of the project limits, showing existing property rights for right-of-way, easements, and utilities on Indian School Road between 103rd Avenue and 107th Drive and 400 feet north and 500 feet south on Westwind Parkway which displays all APN# address lot owners. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition, permanent drainage easements TDE's, PUE's, temporary construction easements, and utility easements and shall include a list of identified properties and property rights. DESIGN CONSULTANT shall obtain litigation reports for the parcels where property acquisition is needed.

3. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of new right-of-way, temporary construction easements, drainage tracts, and drainage easements. DESIGN CONSULTANT shall provide right-of-way research and survey to define the boundaries – TDE's, PUE's, of adjacent properties where new right-of-way or easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes, but is not limited to:

    a. The preparation of four (4) written legal descriptions and exhibits, or as many as needed, for the acquisition of permanent right of way. If more than four legal descriptions necessary for right of way acquisition, the cost for such additional work will be paid from the allowance included in the Contract Price.

    b. Section deleted.

    c. The preparation of written legal descriptions and exhibits, as needed, for temporary construction easements. The cost for such work will be paid from the allowance included in the Contract Price.

d. The preparation of written legal descriptions and exhibits, as needed, for utility easements. The cost for such work will be paid from the allowance included in the Contract Price.

4. DESIGN CONSULTANT shall submit final right-of-way documents to the CITY at 60% design completion. These documents shall include legal descriptions, parcel maps, right-of-way strip maps, and 60% design plans for all acquisitions and easements.

5. DESIGN CONSULTANT shall field stake right-of-way twice monumenting the final ROW as shown on the Record of Survey, at the direction of the CITY's Project Manager.

B 10.0 PLANS, SPECIFICATIONS AND ESTIMATES

1. DESIGN CONSULTANT shall prepare plans, specifications and estimates for the project in accordance with MCDOT standards. The plans shall include, but not be limited to:

- Cover Sheet;
- General Notes Sheets;
- Curb/Sidewalk/Ramp Plans/Profiles (1"=20'H/1"=2' V) – See Task 11 for additional information;
- Striping and Signing Plans (1"=40') – See Task 14.5(f) for additional information;
- Traffic Signal Plans – See Task 14 for additional information per city standards;
- Utility Relocation Plans (if required, by others);
- Staking diagram at intersection for construction; and,
- Results of Survey and Control diagram.

2. DESIGN CONSULTANT shall submit plans at the 60% 95% and 100% stages. The plan submittals will follow the checklists provided by the CITY. DESIGN CONSULTANT shall submit plans to the City of Avondale and to MCDOT for review at each of the 60%, 95% and 100% stages.

3. At the final (100%) plan submittal, DESIGN CONSULTANT shall submit a CD containing the complete cost estimate in Microsoft Excel format, and improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

4. At the completion of the design, DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format and scanned .TIF images of each plan sheet (signature set.)

5. Specifications will be in accordance with the MAG Standard Specifications and MCDOT Standard Specifications. DESIGN CONSULTANT shall supply special provisions for all items not adequately covered by the Standard Specifications.

6. Section deleted.

7. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the MCDOT Standard Specifications and Special Provisions.

8. Following each review, DESIGN CONSULTANT shall review MCDOT and the CITY's comments and complete the comment resolution forms provided by the CITY. DESIGN CONSULTANT will provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments will be incorporated unless otherwise authorized by the CITY.

9. DESIGN CONSULTANT shall return redline comments with each plan submittal.

10. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for ensuring constructability of such plans, including, but not limited to, completion of right-of-way, TCE, and drainage easement acquisitions, and completion of utility relocation design**.**

B 11.0 CURB/SIDEWALK/RAMP PLANS

1. DESIGN CONSULTANT shall perform work necessary to create civil improvement Plan & Profile Sheets supporting the design and construction of curb, ramps, and sidewalk on the intersection corners, as directed by the CITY'S Project Manager.

2. DESIGN CONSULTANT shall prepare civil improvement plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, existing turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks and underground utilities.

B 12.0 DRAINAGE PLANS

Section deleted.

B 13.0 STRIPING AND SIGNING PLANS

a. Section deleted. See section B 14.5(f) for signing and striping requirements associated with signal design.

B 14.0 TRAFFIC SIGNAL PLANS

1. DESIGN CONSULTANT shall design traffic signals for all four corners of the intersection of Indian School Road and Westwind Parkway in accordance with applicable MCDOT and City of Avondale Traffic Signal Standards and Specifications.

2. DESIGN CONSULTANT shall perform a site visit and document, to the extent possible the equipment and conditions related to any existing traffic signals, existing traffic control equipment, existing underground conduit, including a digital photo log as described in B 8.5 “DESIGN SURVEY”.

3. DESIGN CONSULTANT shall coordinate traffic signal design with Salt River Project (SRP) and Arizona Public Service (APS), as applicable, to define a power source to serve the new traffic signals at Indian School Road and Westwind Parkway. Consideration and preference shall be given to locating power source on a County corner. Point of service, with address, will be provided at the 60% design submittal.

4. DESIGN CONSULTANT shall design the traffic signal in accordance with applicable MCDOT and City of Avondale Traffic Signal Standards and Specifications.

5. DESIGN CONSULTANT shall design the layout of the signal pole and controller locations for the intersection described above at the 60% and 95% plan stage. The Signal Design Plans shall be produced at a 1” = 20’ scale and include the following sheets, complying with MCDOT standards:

   a. City of Avondale Title Sheet
   b. General Signal Layout Sheet w/MCDOT Standard Notes, including call out for removal of existing ramps and installation of new ramps per the City of Phoenix Standard Detail P1241 (modified).
   c. Signal Interconnect/Fiber Optic Layout Plan Sheet (if applicable)
   d. Special Documents (if applicable)
   e. Traffic Signal Quantity and Detail Sheets including Phasing Diagram, Cameras (as applicable) and Wiring Diagram w/applicable construction notes, conductor schedule, foundations, illuminated street name signs, pole schedule, mast arms, and signal heads.
   f. Signing & marking plans w/construction notes, general plan notes (if applicable), all signs existing to remain, to be removed, relocated and new to be shown. All pavement markings new, obliteration and match lines to be shown. Use MCDOT legend and notation callouts. Signing and marking may be included on the General Signal Layout Sheet.
   g. Sidewalk Ramp Detail Sheet.

B 15.0 STREET LIGHT PLANS

1. Section deleted.

2. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street lighting, the existing lighting control equipment, existing underground conduit and conductor routes for any conflicts or redundancy.

3. DESIGN CONSULTANT shall verify installation of luminaires on the mast arms to not conflict with any existing streetlighting in the intersection. DESIGN CONSULTANT shall coordinate signal design with Salt River Project (SRP) and Arizona Public Service (APS) for the removal or relocation of any existing lighting in conflict with the luminaires used in the signal design.

4. Section deleted.

5. Section deleted.

6. Section deleted.

B 16.0 LANDSCAPE & IRRIGATION PLANS

DESIGN CONSULTANT shall include a plan note to be placed on the plans for the contractor to plug lines that are cut and no longer required. The note will also require the contractor to reestablish irrigation facilities and landscape to all areas previously landscaped, incidental to the contract.

B 17.0 STORM WATER POLLUTION PREVENTION PLANS
Section deleted.

B 18.0 WATERLINE AND SANITARY SEWER PLANS
Section deleted.

B 19.0 GEOTECHNICAL
Section deleted.

B 20.0 PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
Section deleted.

B 21.0 UTILITY LOCATING SERVICES (POTHOLING)

1. During the 60% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT will provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list.

C. CONSTRUCTION DOCUMENTS

DESIGN CONSULTANT shall prepare the construction documents for each design submittal listed in the table below.

Construction Document	60% Stage	95% Stage	100% Stage
Face Sheet	F	F	S
Notes and Details Sheet	P	F	S
Traffic Signal Plans & Details	P	F	S
Pole and Conductor Schedule	P	F	S

Signing and Pavement Marking Plans & Details	P	F	S
Sidewalk Ramp Detail Sheet	P	F	S
Quantity & Cost Estimate	P	F	S
Special Provisions	P	F	S

P – Denotes Preliminary, F – Denotes Final, S – Denotes Sealed

C 1.0 PRELIMINARY (30%) PLANS

Section deleted.

C 3.0 RIGHT-OF-WAY SUBMITTAL

Right-of-Way acquisition is not anticipated for this project. However, if during the 60% design phase it is discovered that easements or right-of-way acquisition are necessary, the DESIGN CONSULTANT shall be responsible for providing legal descriptions and survey datum for such acquisitions.

C 4.0 PRELIMINARY (60%) PLANS

1. DESIGN CONSULTANT shall submit to the CITY one (1) full size set of construction plans, eight (8) half-size sets of construction plans, eight (8) copies of the technical Special Provisions, plan checklists, and eight (8) copies of the Engineer's estimates. In addition, DESIGN CONSULTANT shall send two (2) sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a point of service, with address.

C 5.0 PRE-FINALS (95%) PLANS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the preliminary plan review. DESIGN CONSULTANT shall submit to the CITY 60% redlines, eight (8) copies of 60% plan comments and annotated comment sheets, one (1) full size set of construction plans, eight (8) half size sets of construction plans, plan checklists, and eight (8) Engineer's Estimates. In addition, DESIGN CONSULTANT shall send two (2) sets of construction plans, along with conflict letters to each utility company affected by the project.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

C 6.0 FINAL (100%) CONSTRUCTION DOCUMENTS

1. DESIGN CONSULTANT shall incorporate any changes, corrections and/or additions as a result of the pre-final plan review. DESIGN CONSULTANT shall submit to the CITY 95% redlines, one (1) copy of 95% plan comments and annotated comment sheets, one (1) sealed set of Specifications including technical Special Provisions, one (1) full size set of sealed construction plans on

reproducible 4 mil Mylar with cover sheet signed by ADEQ or Maricopa Environmental Services, if applicable, one (1) copy of the final construction cost estimate and bid schedule, and one (1) Engineer's Estimate.

2. DESIGN CONSULTANT shall submit a CD containing complete improvement base files in AutoCAD .DWG format, and AutoCAD .DWF (Design Web Format) exports of each plan sheet or scanned .TIF images of each plan sheet.

D. POST DESIGN SERVICES

1. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction documents.

2. DESIGN CONSULTANT shall assist the CITY during construction by answering RFIs.

3. Construction Management or observation/inspection, or participation in construction meetings is not included in this Scope of Work.

4. DESIGN CONSULTANT shall prepare as-built drawings, stamped by a licensed surveyor or civil Engineer as applicable to the discipline reflected in the plans, from redlined plans provided by the CITY after the construction is complete.

E. PROJECT SCHEDULE

The following schedule was developed based on past experience and is indexed to the Notice to Proceed date. It has been assumed that all agencies have a three week review period.

Notice to Proceed	0
Data Collection/Survey	NTP + 4 Weeks
Submit 60% Plans	NTP + 10 Weeks
Submit 95% Plans	NTP + 15 Weeks
Submit Final Plans	NTP + 20 Weeks
Bidding	NTP + 22 Weeks

1. DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

F. QUALITY CONTROL

DESIGN CONSULTANT shall institute and comply with a Design Quality Control Plan established for the project. The scope package should include the Design Quality Control Plan that the DESIGN CONSULTANT has established.

G. FEE SCHEDULE

DESIGN CONSULTANT shall submit a fee and person-hours breakdown, by Task, for each team member and their associated billing rate. Person-hour breakdown should include the hours allocated to each team member for each of the Tasks appropriate for the completion of the project, including implementation of the Design Quality Control Plan.

H. PROJECT COMPLETION

The CITY has provided a cursory review of the project scope. The DESIGN CONSULTANT is ultimately responsible to deliver a finalized PS & E package. Any omission of tasks or activities required to deliver the finalized PS & E package will be the responsibility of the DESIGN CONSULTANT.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEE ENGINEERING, L.L.C.

[Consultant's Compensation]

See following pages.

CITY OF AVONDALE
FEE DERIVATION TABLE

CONSULTANT: Lee Engineering

PROJECT NAME: Indian School at Westwind Parkway

CONTRACT NO.: **WORK ASSIGNMENT:**

CHANGE ORDER NO.: ----------

PROJECT LABOR:

CLASSIFICATION	MAN HOURS	HOURLY RATES	LABOR COSTS
Project Principal		$ 70.00	$ -
Project Manager	95	$ 70.00	$ 6,650.00
Sr Designer	82	$ 45.00	$ 3,690.00
Project Engineer	76	$ 34.61	$ 2,630.36
Secretarial/Clerical	23	$ 20.50	$ 471.50
Total Hours	276		

		Subtotal Labor:	$ 13,441.86
Overhead Rate:	168.09%	Labor Overhead:	$ 22,594.42
		Labor Subtotal:	$ 36,036.28

CITY OF AVONDALE
FEE DERIVATION TABLE

CONSULTANT: Lee Engineering

PROJECT NAME: Indian School at Westwind Parkway

CONTRACT NO.: **WORK ASSIGNMENT:**

CHANGE ORDER NO.: ----------

PROJECT LABOR:
PROJECT EXPENSES:

Description	Unit		Unit Rate	Quanitity	Total	
Vehicle Mileage	Miles	$	0.485	800	$	388.00
Civil Design/Utility Coord	(Aztec Engrg)	$	6,694.00	1	$	6,694.00
Survey	(Aztec Engrg)	$	2,973.00	1	$	2,973.00
Survey Supplies	(Aztec Engrg)	$	100.00	1	$	100.00
				Total Project Expenses:	**$**	**10,155.00**
				Total Project Labor:	**$**	**36,036.28**
Profit	10%			**Net Fee (Subtotal Labor X Profit):**	**$**	**3,603.63**
				TOTAL CONTRACT DESIGN SERVICES & EXPENSES:	**$**	**49,794.91**

ALLOWANCES:

B 3.6 - Record Review	$	5,000.00	1	$	5,000.00
B 9.3 - Legal Descriptions	$	4,800.00	1	$	4,800.00
B 21.0 - Potholing	$	7,500.00	1	$	7,500.00
			Allowances Total:	**$**	**17,300.00**

Signature

Title

Date

Signature

City of Avondale

Date

TASK HOURLY ESTIMATE
Indian School at Westwind Parkway
Lee Engineering

Contract No. **Work Assignment** **Change Order**

Task	Description	Project Principal	Project Manager	Sr Designer	Project Engineer	Secretarial/Clerical						Total Hours By Task
B 2.0	**DATA COLLECTION**		**4**	**10**								**14**
	Field Observations/Measure		*4*	*8*								*12*
	Photolog			*2*								*2*
B 3.0	**PUBLIC UTILITY COORDINATION**		**5**	**22**		**4**						**31**
	Contact & Coordinate		*1*	*6*		*2*						*9*
	Field Verify Data, Service Address		*2*	*12*								*14*
	Identify & Mitigate Conflicts		*2*	*4*		*2*						*8*
B 4.0	**PROGRESS MEETINGS**		**8**	**4**								**12**
	Progress/Comment Res Meetings		*6*									*6*
	Utility Coord Meetings		*2*	*4*								*6*
B 7.0	**PROJECT MANAGEMENT**		**14**			**5**						**19**
	Contract Admin		*10*			*4*						*14*
	Scheduling		*4*			*1*						*5*
B 8.0	**DESIGN SURVEY**											
	Expense Item - Subconsultant											
B 9.0	**RIGHT-OF-WAY SURVEY**											
	Expense Item - Subconsultant											
B 10.0	**PLANS, SPECS & ESTIMATES**		**9**	**15**		**6**						**30**
	Comment Response & Resolution		*9*	*15*		*6*						*30*
B 11.0	**CURB/SIDEWALK/RAMP PLANS**											
	Expense Item - Subconsultant											
B 13.0	**STRIPING/SIGNING PLANS**		**5**	**11**	**20**							**36**
	Plans & Notes (Under B14.5.f)		*4*	*8*	*20*							*32*
	Quantities		*1*	*3*								*4*
B 14.0	**TRAFFIC SIGNAL PLANS**		**40**	**14**	**42**							**96**
	Plans & Notes		*38*	*10*	*42*							*90*
	Quantities		*2*	*4*								*6*
B 15.0	**STREET LIGHT PLANS**			**4**	**2**							**6**
	Field Research & Mapping			*4*	*2*							*6*
B 21.0	**UTILITY LOCATING**		**2**									**2**
	Develop Pothole List		*2*									*2*
C	**SUBMITTALS**		**2**		**12**	**8**						**22**
D	**POST DESIGN SERVICES**		**6**	**2**								**8**
Hours by Staff Classification			**95**	**82**	**76**	**23**						**276**

DEVELOPMENT SERVICES

SUBJECT:
Final Plats for Roosevelt Park Phase II, Parcels 7, 8, 9, and 13 (FP-06-8, FP-06-9, FP-06-10, FP-06-11, and FP-07-1)

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Final Plat approval for Roosevelt Park Phase II parcels 7, 8, 9, and 13

PARCEL SIZE: 77.34 acres

LOCATION: Northeast corner of 111th Avenue and Van Buren Street (Exhibits A and B)

APPLICANT: Philip Allred, M2 Group, Inc.

OWNER: Roosevelt Park Development, LLC

BACKGROUND:

The Roosevelt Park PAD (Planned Area Development) was approved by City Council in 2001. It includes a total of 297 acres located north and south of Van Buren Street between 107th Avenue and 111th Avenue. The original development plan showed 176 acres for single-family residential use; 15 acres for multi-family residential use; 35 acres for town home use; and 71 acres for commercial / mixed-use.

A preliminary plat for Roosevelt Park Phase I was approved with the PAD zoning in 2001. This outlined the basic street system and all of the single family lots south of Van Buren Street. The final plat for Phase I was approved by the City Council in July 2004.

A development agreement was approved concurrent with the PAD zoning in 2001. All requirements related to the first phase of the development have been addressed. The Phase II and Phase III requirements will need to be satisfied as those phases develop.

In July 2005, the Council approved a PAD amendment for parcels 7, 8, 9 and 13 of the Roosevelt Park PAD. The amendment replaced conventional single-family houses, town houses, apartments, and condominiums with unique rear loaded single-family units. All of the units are located on individual lots owned in fee title. The units on parcels 7, 8, and 13 are detached houses. The units on parcel 9 are attached duplexes that share one common lot line.

The preliminary plat for Roosevelt Park Phase II was approved on January 17, 2006. The approved preliminary plat included 462 single-family units on 79.30 acres for an overall density of 5.63 units per acre (Exhibit D).

SUMMARY OF REQUEST:

1. Roosevelt Park Phase II is divided into four distinct parcels totaling 462 single-family units. The 79.3 acre development will result in an overall density of 5.63 units per acre. Units will front onto common courtyards and back onto private driveways. Specific sizes and development standards for each of the parcels is shown in the table which is attached separately.

2. Each unit in the Casitas, Laurel, and Savannah sections will share a Use and Benefit Easement with a neighboring lot. This allows for one property owner to use both their side yard setback and the side yard setback from the adjacent lot. No permanent structures or improvements can be placed in the easement. The duplex units will have private patios and balconies in lieu of private yards.

3. Van Buren Street, 111th Avenue, and Corporate Drive will provide access to the site. Roosevelt Parkway North will function as the primary internal collector street.

4. The commonly owned private drives that provide vehicular access to each of the lots will be accessed from a single local street. The private drives are shown as tracts on the final plat. An irrevocable maintenance fund will be established by the CC&Rs to ensure maintenance of the private drives.

5. All private drives will be designated fire lanes and all houses will have fire sprinklers.

6. All water and sewer lines within the public streets and private drives will be owned and maintained by the City. The City will be responsible for any repairs to the water and sewer lines in the private drives. The HOA will be responsible for repaving the private drives after a leak or break is repaired.

7. Weekly refuse pickup will be provided to individual units by the City from the private drives. Bulk trash will be picked up once a week by the HOA as part of the landscape maintenance. The HOA will also contract with a waste management company for quarterly pickup of bulk trash. The City will not collect bulk trash.

8. The subdivision includes 25.71 acres of common open space (33% of the site). Of this, 20.3 acres (79%) qualifies as usable open space. This includes a 35' wide landscape buffer along the eastern edge of the property with an 8' wide multi-use trail; three pools; a full basketball court; two half basketball courts; four tot-lots; and several ramadas, cabanas, covered picnic areas, and turfed play areas.

9. The perimeter roads and Roosevelt Parkway North will be constructed in the first phase. Minor collector streets, such as Polk Street, 110th Avenue, and Filmore Street, will be constructed as part of the model phase. Except where needed earlier for fire access, construction of local streets and private drives will occur after the model phase (Exhibit L).

10. All perimeter walls and landscaping, including the open space buffer along the east boundary of parcels 9 and 13, will be installed with the first phase (Model Phase) of development for each sub area.

11. A homeowners association will maintain all open space areas, landscape tracts, and right-of-way landscaping.

12. Residential units will be constructed in pods. Pod construction will include private drives, landscaping and utilities. All utilities and roads will be installed prior to vertical construction.

PARTICIPATION:

Public notification and a public hearing are not required for final plats.

The Littleton School District and Tolleson Union High School District were notified of the proposed project. School donation agreements between the school districts and the developer of Roosevelt Park were approved in 2000 and 2001. No additional comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

- The approved PAD zoning is consistent with the General Plan and the Freeway Corridor Specific Plan designations of Medium Density Residential (2.5 – 4.0 du/ac), Medium High Density Residential (4-8

du/ac), and High Density Residential (8-12 du/ac).

- The final plat is consistent with the approved PAD and preliminary plat and meets all stipulations of these prior approvals.
- Final landscape plans for this project have been approved. The approved landscape plans are consistent with the preliminary landscape plan submitted as part of the preliminary plat approval. All stipulations of zoning and preliminary plat approval pertaining to landscaping were satisfied in the final landscape plan submittal.
- As stipulated at the time of preliminary plat approval, the applicant is required to convey water rights associated with this property to the City of Avondale to ensure that the City will have an adequate water supply in the future. The State of Arizona is processing this application and the Avondale Water Resources Department is satisfied that this obligation has been satisfied.
- Stipulation 5 of preliminary plat approval requires the developer to construct the north half of Van Buren Street from 111th Avenue to 107th Avenue, the east half of 111th Avenue, the full width of Roosevelt Parkway North from Van Buren Street to the east boundary and the south half of Corporate Drive from 111th Avenue to the east boundary of the site in the initial (Offsite) phase of development. This stipulation has been carried over to final plat approval.
- Stipulation 6 of preliminary plat approval requires that all perimeter walls and landscaping be installed with the first phase (Model Phase) of development of each subarea. Stipulation 7 required the open space buffer along the east boundary to be constructed in the initial phase of development for Parcels 9 and 13. Both of these stipulation have been clarified and carried over to final plat approval.
- Stipulation 12 of preliminary plat approval requires the developer to work with the Building Division to finalize addressing plans for this development prior to recordation of the final plat. This stipulation has been carried over to the final plat approval.

FINDINGS:

With recommended stipulations, the proposed final plats meet the following findings:

- They conform to the Avondale General Plan.
- They meet the requirements of the Roosevelt Park PAD zoning.
- They conform to the City's Subdivision Regulations.
- They conform 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 July 5, 2007 (Parcels 7 and 9) or September 7, 2007 (Parcels 8, 13, and master), except as modified by these stipulations.

2. The developer shall construct the north half of Van Buren Street from 111th Avenue to 107th Avenue, the east half of 111th Avenue, the full width of Roosevelt Parkway North from Van Buren Street to the east boundary and the south half of Corporate Drive from 111th Avenue to the east boundary of the site in the initial phase of development. Phasing of all public streets and private drives shall conform to the phasing plan date stamped September 7, 2007.

3. All perimeter walls and landscaping shall be developed in the first phase (model phase) of development for each subarea, as shown on the phasing plan.

4. The open space buffer along the east boundary shall be constructed in the initial phase of development for Parcels 9 and 13, as shown on the phasing plan.

5. All private drives shall be designated as fire lanes.

6. The developer will work with the Building Division to achieve proper addressing prior to final plat approval.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** applications FP-06-8, FP-06-9, FP-06-10, FP-06-11, and FP-07-1, requests for final plat approval for Roosevelt Park Phase II, subject to the 6 stipulations recommended by staff.

ATTACHMENTS:

Click to download

- Exhibits A-L
- Lot Data Table

FULL SIZE COPIES (Council Only):

Proposed Final Plat for Roosevelt Park Phase II (11x17)

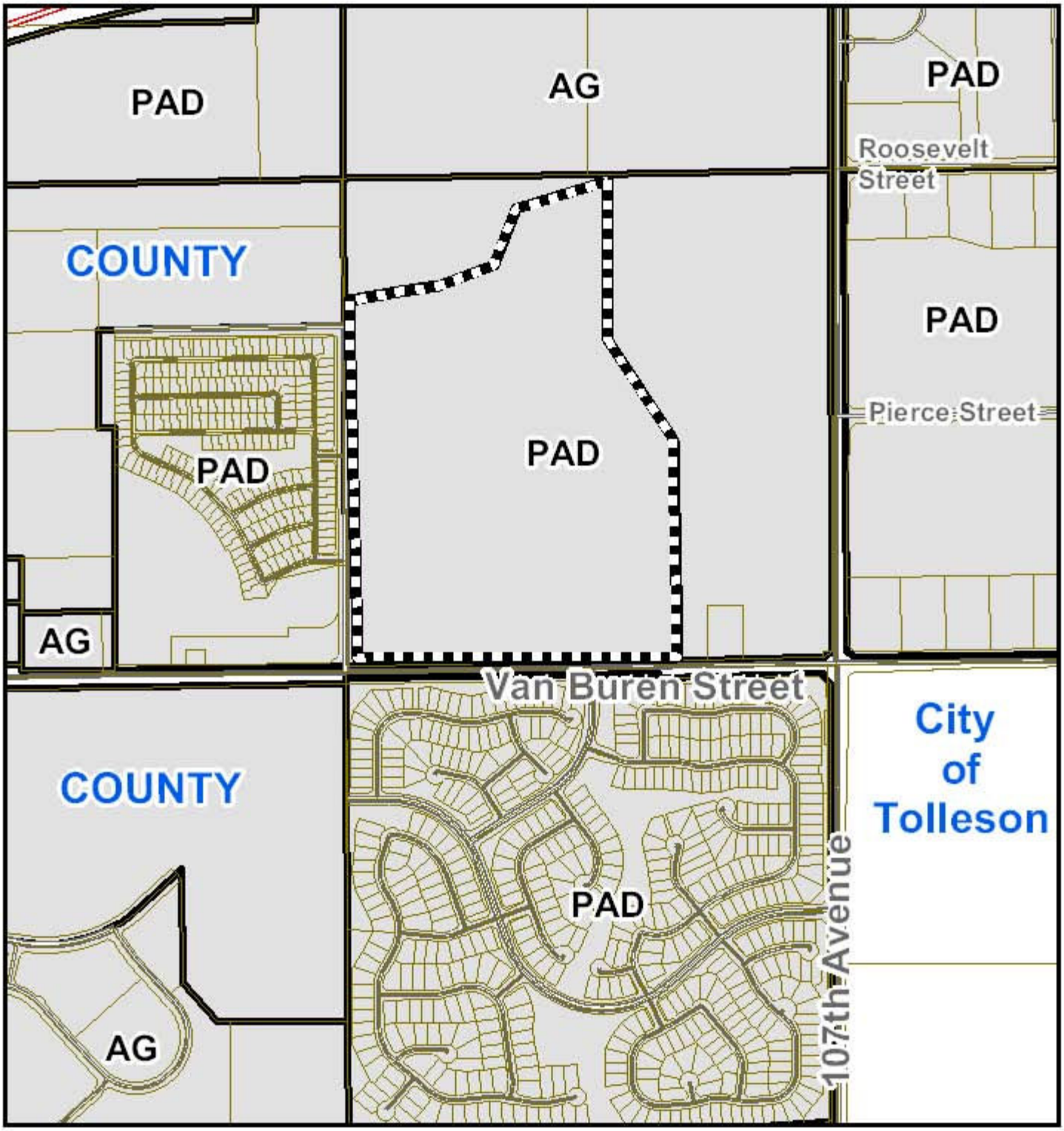
PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

ATTACHMENTS:

Exhibit A - Zoning Vicinity Map
Exhibit B - Air Photo 2007
Exhibit C - Summary of Related Facts
Exhibit D - Approved Preliminary Plat
Exhibit E - Preliminary Plat approval letter dated January 19, 2006
Exhibit F - City Council Meeting Minutes of January 17, 2006
Exhibit G - Proposed Final Plat for Roosevelt Park Phase II, date stamped September 7, 2007
Exhibit H - Proposed Final Plat for Roosevelt Park Parcel 7, date stamped July 5, 2007
Exhibit I - Proposed Final Plat for Roosevelt Park Parcel 8, date stamped September 7, 2007
Exhibit J - Proposed Final Plat for Roosevelt Park Parcel 9, date stamped July 5, 2007
Exhibit K - Proposed Final Plat for Roosevelt Park Parcel 13, date stamped September 7, 2007
Exhibit L - Phasing Exhibit, date stamped September 7, 2007

Exhibit A



Zoning Vicinity Map

Avondale

Subject Property

Exhibit B

2007 Aerial Photograph

Avondale

Subject Property

EXHIBIT C

SUMMARY OF RELATED FACTS
APPLICATION FP-06-8, FP-06-9, FP-06-10, FP-06-11, & FP-07-1

THE PROPERTY	
PARCEL SIZE	77.3 acres
LOCATION	Northeast corner of 111th Avenue and Van Buren Street
PHYSICAL CHARACTERISTICS	None
EXISTING LAND USE	Vacant
EXISTING ZONING	PAD, Planned Area Development (Mixed Use)
ZONING HISTORY	Rezoned from R-43 to PADD in July 2001; amended in July 2005
DEVELOPMENT AGREEMENT	A pre-annexation development agreement was approved by the City Council in 2001
PRELIMINARY PLAT	Approved by the City Council on January 17, 2006

SURROUNDING ZONING AND LAND USE	
NORTH	AG, Agricultural (Vacant)
EAST	PAD (Universal Technical Institute and Vacant Parcels)
SOUTH	PAD Single Family Residential (Roosevelt Park Phase I)
WEST	PAD, Single Family Residential & Multi Family Residential (Waterford Square)

GENERAL PLAN
Freeway Corridor Specific Plan, Medium Density Residential, Medium High Density Residential, and High Density Residential

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District, Tolleson Union High School District
ELEMENTARY SCHOOL	Littleton Elementary, Underdown Junior High
HIGH SCHOOL	Westview High School

STREETS	
Van Buren Street	
Classification	Arterial
Existing half street ROW	65 feet
Standard half street ROW	65 feet
Existing half street improvements	One traffic lane in each direction.
Standard half street improvements	2 traffic lanes in each direction with ½ center turn lane, curb, gutter, sidewalk,

	landscaping and streetlights.

STREETS	
111th Avenue	
Classification	Collector
Existing half street ROW	None
Standard half street ROW	40 Feet
Existing full street improvements	None
Standard half street improvements	One traffic lane in each direction bike lane, curb and sidewalk.
Roosevelt Parkway North	
Classification	Collector
Existing half street ROW	None
Standard half street ROW	40 Feet
Existing full street improvements	None
Standard half street improvements	1 traffic lane in each direction, median, curb, gutter, sidewalk, bike lane, landscaping, and streetlights.
Corporate Drive	
Classification	Collector
Existing half street ROW	None
Standard half street ROW	30 Feet
Existing full street improvements	None
Standard half street improvements	1 traffic lane in each direction, curb, gutter, sidewalk, landscaping, and streetlights.

Utilities
There is a 12” waterline along 111th Avenue and 12” waterline along Van Buren Street. There is an 18” sewer service line that runs along Van Buren Street.

PRELIMINARY PLAT
FOR
ROOSEVELT PARK PHASE 2
PARCELS: 7, 8, 9 &13
PLANNED AREA DEVELOPMENT

* PRECISE STREET ALIGNMENTS AND LOT LAYOUTS WILL BE ESTABLISHED THROUGH FINAL ENGINEERING

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER/ DEVELOPER

Siena Development
890 WEST ELLIOT ROAD
SUITE 110
GILBERT, ARIZONA 85233
PH: (480) 821-8000
FAX: (480) 821-8300

ENGINEER

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539-7497
FAX: (480) 539-2810
PROJECT MANAGER: MEL BODILY

UTILITIES

WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
ELECTRIC	SALT RIVER PROJECT
TELEPHONE	QWEST COMMUNICATIONS
REFUSE	CITY OF AVONDALE
CABLE TV	COX CABLE
IRRIGATION	SALT RIVER PROJECT

SITE DATA

GROSS SITE AREA	79.27 AC
NET SITE AREA	67.97 AC
TOTAL DWELLING UNITS	462
DENSITY	5.83 DU/AC (GROSS)
OPEN SPACE/RETENTION	35.02 AC (44% GROSS)

BASIS OF BEARING

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SEC. 6, T1N,R1E, WHICH BEARS N 88°52'28" E BASED ON GEODETIC NORTH ACQUIRED BY GLOBAL POSITIONING SYSTEM.

BENCHMARK

ELEVATIONS ARE BASED ON CITY OF AVONDALE BENCHMARK # 4 BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 107TH AVENUE AND VAN BUREN.
ELEVATION = 1008.37 (CITY OF AVONDALE)

FLOOD NOTE

BASED ON FLOOD INSURANCE RATE MAP NO. 04013C2085F, REVISED DATED JULY 19, 2001, THE PROPERTY DESCRIBED HEREON LIES IN ZONE X DESCRIBED AS AREAS OF 500 YEAR FLOOD; AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEEVES FROM 100 YEAR FLOOD.

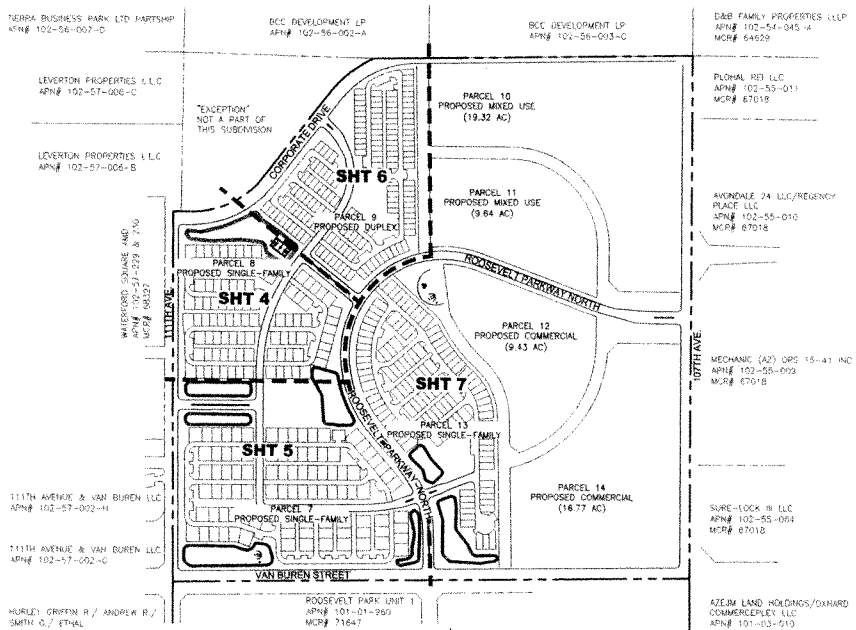
LEGAL DESCRIPTION: (PHASE 2)

THAT PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 6, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS SOUTH 88°52'29" WEST, A DISTANCE OF 2613.82 FEET.
THENCE SOUTH 88°52'29" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2613.82 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6;
THENCE NORTH 00°29'20" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 1793.32 FEET;
THENCE NORTH 89°30'40" EAST A DISTANCE OF 95.00 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY, WHOSE RADIUS IS 540.00 FEET;
THENCE NORTHEASTERNLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°30'49", AN ARC DISTANCE OF 485.50 FEET;
THENCE NORTH 37°59'51" EAST A DISTANCE OF 557.98 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHERLY, WHOSE RADIUS IS 460.00 FEET;
THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50°48'52", AN ARC DISTANCE OF 407.70 FEET TO A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE NORTH 88°48'43" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 41.49 FEET;
THENCE SOUTH 01°13'17" EAST A DISTANCE OF 1079.12 FEET;
THENCE SOUTH 28°42'33" EAST A DISTANCE OF 251.52 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 760.00 FEET;
THENCE SOUTHEASTERLY, ALONGSAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°19'47", AN ARC DISTANCE OF 256.40 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE WESTERLY, WHOSE RADIUS IS 380.00 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46°54'49", AN ARC DISTANCE OF 311.14 FEET;
THENCE SOUTH 01°07'31" EAST A DISTANCE OF 755.38 FEET TO A LINE PARALLEL WITH AND 65.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16;
THENCE NORTH 88°52'29" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 932.07 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 00°10'21" EAST A DISTANCE OF 65.01 FEET TO THE POINT OF BEGINNING.

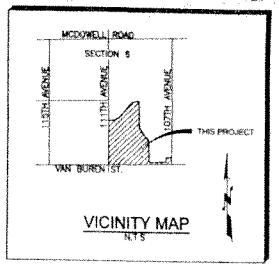
SAID PARCEL CONTAINING 79.27 ACRES, MORE OR LESS.

TRACT TABLE

TRACT NO.	ACRES	DESCRIPTION
A	0.33	LANDSCAPE
B	0.53	LANDSCAPE
C	4.07	LANDSCAPE/RETENTION/AMENITIES
D	0.21	LANDSCAPE
E	0.18	LANDSCAPE
F	2.19	LANDSCAPE
G	1.03	LANDSCAPE/AMENITIES
H	0.18	LANDSCAPE
I	0.35	LANDSCAPE
J	0.21	LANDSCAPE
K	0.36	LANDSCAPE
L	0.21	LANDSCAPE
M	3.56	LANDSCAPE/RETENTION/AMENITIES
N	3.50	LANDSCAPE/RETENTION/AMENITIES
O	0.29	LANDSCAPE
P	0.60	LANDSCAPE
Q	0.37	LANDSCAPE
R	0.44	LANDSCAPE
S	0.25	LANDSCAPE
T	0.25	LANDSCAPE
U	0.25	LANDSCAPE
V	2.28	LANDSCAPE/RETENTION/AMENITIES
W	0.31	LANDSCAPE
X	0.29	LANDSCAPE
Y	0.28	LANDSCAPE
Z	5.63	LANDSCAPE/RETENTION
TOTAL	28.15	

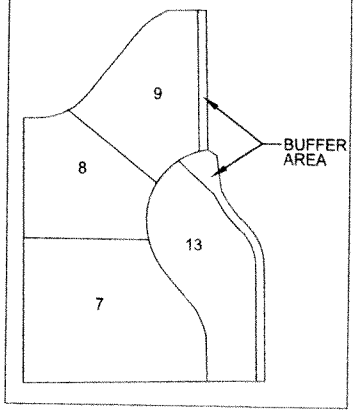


KEY MAP
SCALE: 1" = 300'



VICINITY MAP
N.T.S.

ZONING DISTRICTS



GENERAL NOTES:

1. ALL STREETS CONSTRUCTED SHALL MEET CITY OF AVONDALE DESIGN STANDARDS.
2. A PROPERTY OWNERS ASSOCIATION INCLUDING ALL PROPERTY OWNERS IN ROOSEVELT PARK WILL BE FORMED AND HAVE THE RESPONSIBILITY OF MAINTAINING ALL COMMON AREAS NOTED AS TRACTS, INCLUDING DRAINAGE FACILITIES AND RECREATION FACILITIES.
3. ALL LOTS AND RETENTION AREAS WILL BE MASS GRADED.
4. ALL PROPOSED UTILITIES WILL BE INSTALLED UNDERGROUND.
5. ALL LOTS IN PARCELS 7, 8 & 13 HAVE SIDE YARD USE & BENEFIT EASEMENTS.
6. STREET LIGHTS WILL BE INSTALLED ON ALL PUBLIC STREETS PER CITY OF AVONDALE STANDARDS.
7. INTERNAL COLLECTOR STREETS (ROOSEVELT PARKWAY NORTH & SOUTH) TO MEET AASHTO FOR POSTED 35 MPH SPEED LIMIT.
8. THIS DEVELOPMENT LIES WITHIN THE CITY OF AVONDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
9. WATER AND SEWER SERVICES TO BE INSTALLED PER CITY OF AVONDALE DESIGN STANDARDS.
10. ALL WATER AND SEWER LINES TO BE SIZED PER CITY APPROVED WATER MASTER PLAN AND SEWER MASTER PLAN FOR ROOSEVELT PARK.
11. ALL ELECTRIC POWER LINES LESS THAN 69KV TO BE UNDERGROUND, LINES 69 KV AND LARGER TO BE ON CORTEN POLES, OR AS REQUIRED BY THE UTILITY COMPANY.
12. WATER & SEWER EASEMENT WIDTHS PER PAD IN ALLEYS.
13. ALL ENTRY MONUMENTS SHALL BE LOCATED ON BOTH SIDES OF ENTRY DRIVE WHERE PROVIDED AND SHALL MEET ALL CITY OF AVONDALE STANDARDS.
14. PRELIMINARY PLAT SHALL MEET ALL ENGINEERING DEPARTMENT REQUIREMENTS.
15. THE PUBLIC REPORT SUBMITTED TO THE ARIZONA DEPARTMENT OF REAL ESTATE SHALL INCLUDE A NOTICE TO THE EFFECT THAT NEIGHBORING LAND NORTH OF ROOSEVELT ST. ARE ZONED FOR NONRESIDENTIAL USES.
16. A MASTER SEWER PLAN SHALL BE SUBMITTED PRIOR TO FINAL PLAT APPROVAL AND SHALL BE APPROVED PRIOR TO THE FINAL PLAT APPROVAL. NO TEMPORARY SEWER PLAN INCLUDING LIFT STATIONS OR FORCE MAIN SHALL BE REVIEWED AND/OR APPROVED UNTIL A MASTER SEWER PLAN HAS BEEN SUBMITTED AND REVIEWED.
17. A MASTER WATER PLAN SHALL BE SUBMITTED PRIOR TO FINAL PLAT APPROVAL AND SHALL BE APPROVED PRIOR TO FINAL PLAT APPROVAL.
18. ALL OVERHEAD LINES LESS THAN 69KV WILL BE REQUIRED TO BE UNDERGROUND.
19. THE H.O.A. WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE DRIVES, INCLUDING REPAVING THE PRIVATE DRIVES AFTER A LEAK OR BREAK IS REPAIRED.

LEGEND

MATCH SHEET LINE
DISTRICT BOUNDARY

PRODUCT DATA

TYPE OF BUILDING	NUMBER OF BUILDINGS/ UNITS	PERCENT OF TOTAL BUILDINGS/UNITS
1300 SERIES (DUPLEX)	78/156	20%/34%
1200 SERIES (LAUREL)	97/97	25%/21%
800 SERIES (SAVANNAH)	115/115	30%/25%
900 SERIES (CASITA)	94/94	25%/20%
TOTAL	384/462	100%/100%

PRE-PLAT DATA TABLE

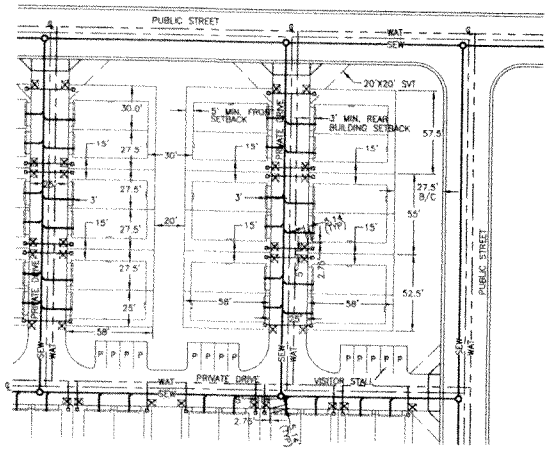
AREA	PARCEL	PRODUCT TYPE	MIN. LOT AREA (S.F)	ZONING	GROSS DISTRICT AREA (AC.)	NET DISTRICT AREA (AC.)	PROPOSED NUMBER OF DWELLING UNITS	DENSITY BASED ON GROSS AREA (DU/AC)	OPEN SPACE		
									TRACT (AC)	LOTS (AC)	TOTAL
1	9	1300 SERIES (DUPLEX)	1,450	PAD	17.21	13.26	156	9.06	5.25	2.06	7.31
2	8	1200 SERIES (LAUREL)	2,560	PAD	15.17	14.39	97	6.39	4.63	1.54	6.17
3	7	900 SERIES (CASITA)	3,650	PAD	26.95	24.09	94	3.49	9.48	1.92	11.40
4	13	800 SERIES (SAVANNAH)	2,250	PAD	19.94	16.23	115	5.77	8.79	1.35	10.14
RESIDENTIAL TOTALS					79.27	67.97	462	5.83	28.15	6.87	35.02

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
Tel: (480) 539-7497
Fax: (480) 539-2810
Civil Engineering

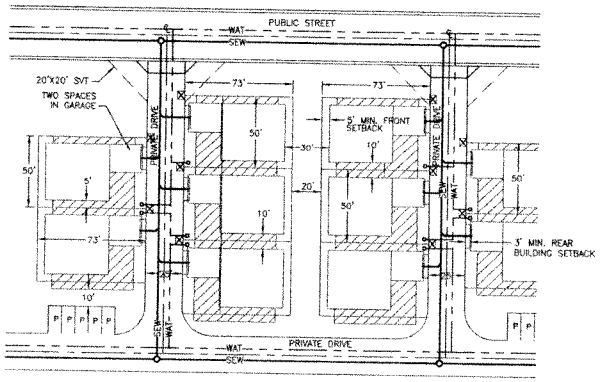
PRELIMINARY PLAT
PROJECT: ROOSEVELT PARK
AVONDALE, ARIZONA

CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

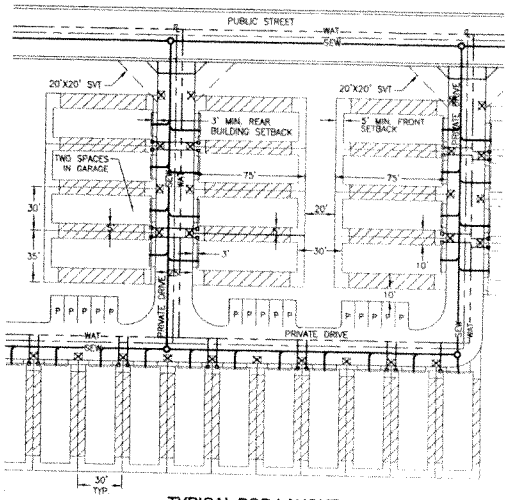
JOB NO.
03048TH
3048PPCS.DWG
SHEET NO.
1
1 OF 7



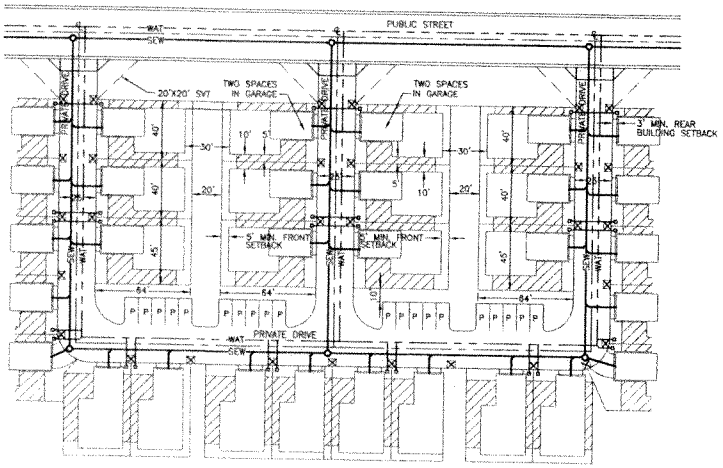
TYPICAL POD LAYOUT
DUPLEX (1300 SERIES) - (2 & 3 STORY UNITS)
N.T.S.



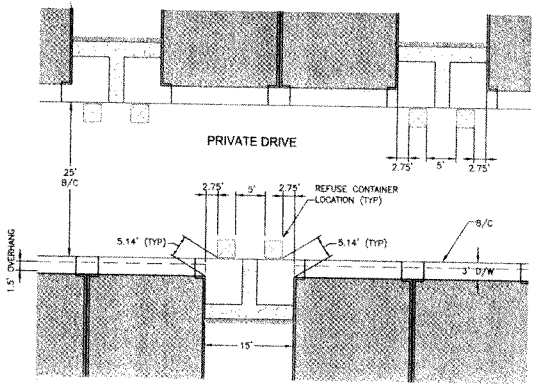
TYPICAL POD LAYOUT
CASITA (900 SERIES) - (2 STORY UNITS)
N.T.S.



TYPICAL POD LAYOUT
SAVANNAH (600 SERIES) - (2 STORY UNITS)
N.T.S.



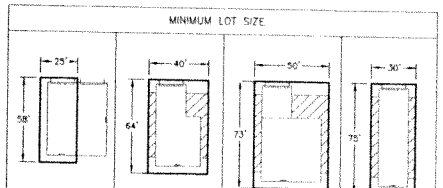
TYPICAL POD LAYOUT
LAUREL (1200 SERIES) - (2 STORY UNITS)
N.T.S.



TYPICAL REFUSE DETAIL
FOR 1300 SERIES (DUPLEX)
SCALE: 1:10

LEGEND

- INDICATES PRIVATE SIDEYARD
- REFUSE BIN
- WATER METER
- SEWER MANHOLE
- WATER TAP
- SEWER TAP



	AREA 1 1300 SERIES DUPLEX	AREA 2 1200 SERIES LAUREL	AREA 3 900 SERIES - CASITA	AREA 4 600 SERIES SAVANNAH
DEVELOPMENT STANDARDS				
PRODUCT	DUPLEX	LAUREL	CASITA	SAVANNAH
FRONT SETBACK	5'	5'	5'	5'
REAR SETBACK	3'*	3'	3'	3'*
INTERNAL SIDE SETBACK	0'/7.5'	5'	5'	5'
STREET SETBACK	10'	10'	10'	10'
LOT COVERAGE	70%	60%	60%	60%
MAX BUILDING HEIGHT	3 STORY-43'	2 STORY-30'	1 STORY-30'	2 STORY-30'

* SECOND STORY MAY CANTILEVER OUT 18" ON DUPLEX, AND 12" ON SAVANNAH

MINIMUM LOT SIZES

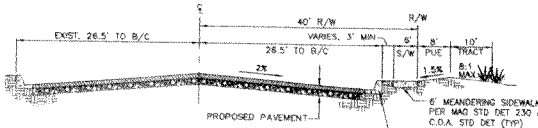
M2 Group, Inc.
4164 E. Baseline Road
Suite 104
Mesa, Arizona 85206
Tel: (480) 538-7497

M2 group
Civil Engineering

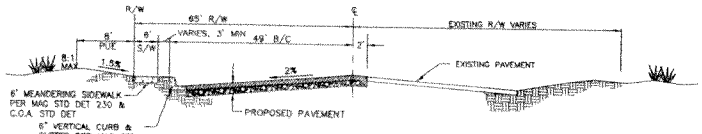
PRELIMINARY PLAT
PROJECT: ROOSEVELT PARK
APPROVED 1" = 40'/1" Max

Call Two Working Days
Before You Dig
263-1100
1-800-STAKE-IT
(Outside Maricopa County)

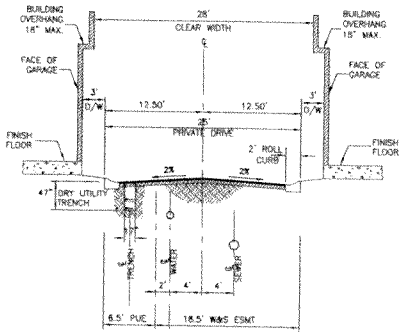
JOB NO.
0304BTH
3048PPD01.DWG
SHEET NO.
2
2 OF 7



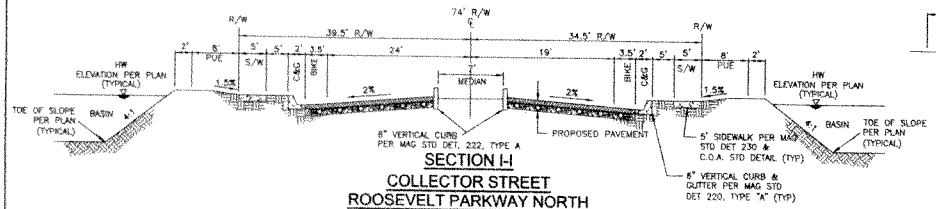
SECTION A-A
111TH AVENUE 1/2 STREET
N.T.S.



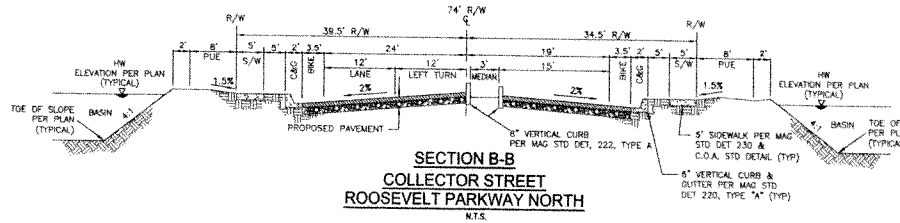
SECTION C-C
VAN BUREN STREET 1/2 STREET
N.T.S.



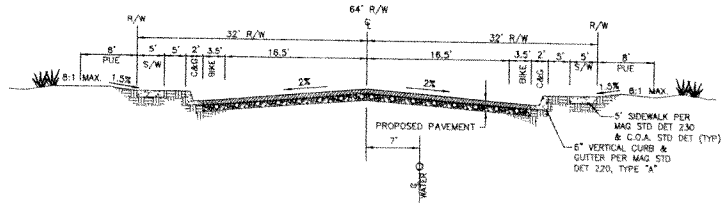
SECTION F-F
PRIVATE DRIVE SECTION
N.T.S.



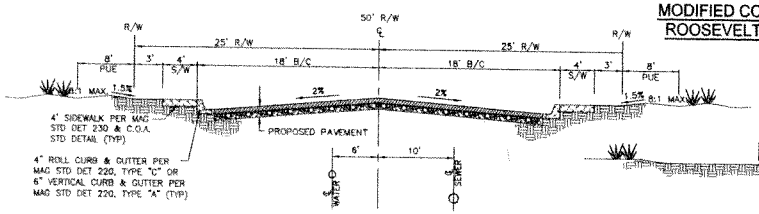
SECTION I-I
COLLECTOR STREET
ROOSEVELT PARKWAY NORTH
N.T.S.



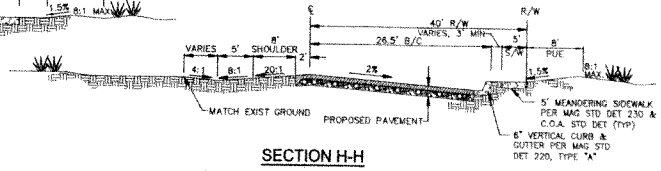
SECTION B-B
COLLECTOR STREET
ROOSEVELT PARKWAY NORTH
N.T.S.



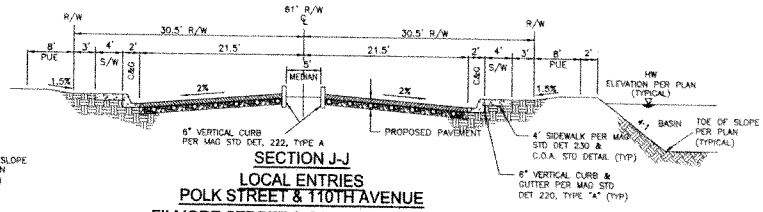
SECTION D-D
MODIFIED COLLECTOR STREETS
ROOSEVELT PARKWAY NORTH
N.T.S.



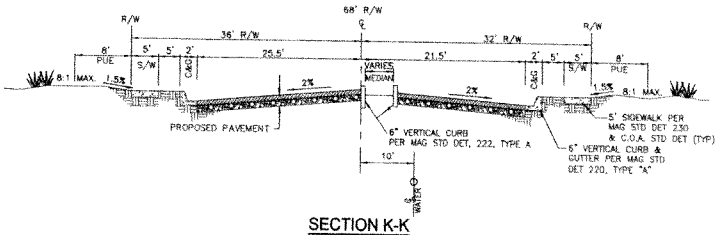
SECTION G-G
LOCAL STREETS
N.T.S.



SECTION H-H
CORPORATE DRIVE 1/2 STREET
N.T.S.



SECTION J-J
LOCAL ENTRIES
POLK STREET & 110TH AVENUE
FILMORE STREET & GARFIELD STREET
N.T.S.



SECTION K-K
MODIFIED COLLECTOR STREETS
ROOSEVELT PARKWAY NORTH
N.T.S.

BACK OF CURB & CENTERLINE CURVE DATA

CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	1.50	4.71	179°59'55"	3.00
C2	50.00	15.68	17°58'40"	15.60
C3	1.50	4.71	180°0'0"	3.00
C4	50.00	14.19	16°15'37"	14.14
C5	50.00	11.11	12°44'9"	11.09
C6	50.00	13.56	15°32'28"	13.52
C7	1.00	3.14	180°0'0"	2.00
C8	2.50	7.85	180°0'0"	5.00
C9	50.00	12.85	14°43'49"	12.82
C10	2.50	7.85	180°36'28"	5.00
C11	20.00	33.80	96°49'47"	29.92
C12	676.50	55.15	4°40'16"	55.14
C13	723.50	63.85	5°3'23"	63.83
C14	697.50	36.04	2°57'38"	36.03
C15	702.50	36.27	2°57'39"	36.27
C16	499.50	66.68	7°38'48"	66.81
C17	503.50	47.46	5°24'4"	47.45
C18	20.00	33.01	94°33'42"	29.39
C19	475.50	131.98	15°54'13"	131.56
C20	496.50	140.92	16°15'43"	140.45
C21	20.00	29.51	84°32'49"	26.91
C22	523.50	123.39	13°30'19"	123.11
C23	472.50	102.29	12°24'11"	102.09
C24	502.50	108.06	12°19'17"	107.85
C25	497.50	58.16	6°41'53"	58.13
C26	500.50	24.82	2°49'6"	24.82
C27	20.00	31.42	90°0'0"	28.28
C28	20.00	30.12	86°16'40"	27.35
C29	524.50	152.25	16°37'55"	151.72
C30	500.00	343.07	39°18'46"	336.39
C31	20.00	38.52	110°21'15"	32.84
C32	20.00	24.31	68°39'45"	22.84
C33	831.50	83.50	5°45'13"	83.46
C34	768.50	85.85	6°24'1"	85.80
C35	800.00	285.88	20°28'28"	284.36
C36	42.50	66.76	90°0'0"	60.10
C37	42.50	13.67	18°25'50"	13.61
C38	967.50	320.34	20°27'0"	318.64
C39	42.50	25.02	33°43'52"	24.66
C40	42.50	79.48	107°9'21"	68.40
C41	42.50	29.33	39°33'23"	28.75
C42	42.50	45.12	60°49'34"	43.03
C43	437.50	91.72	12°0'45"	91.56
C44	42.50	23.69	31°56'25"	23.39
C45	50.00	20.75	23°46'53"	20.60
C46	42.50	49.36	66°32'55"	46.64
C47	42.50	55.37	74°38'40"	51.54
C48	42.50	37.13	50°3'3"	35.96
C49	42.50	21.12	28°27'58"	20.90
C50	42.50	29.83	39°58'57"	29.04
C51	42.50	14.29	19°16'6"	14.23
C52	42.50	14.76	19°54'16"	14.69
C53	242.50	198.56	46°54'50"	193.06
C54	43.50	69.12	91°2'17"	62.07
C55	455.50	317.59	39°58'57"	311.20
C56	355.50	276.78	44°36'29"	269.84
C57	32.50	11.12	19°36'28"	11.07
C58	718.00	139.91	11°9'54"	139.69
C59	682.00	132.90	11°9'54"	132.69
C60	700.00	248.67	20°21'15"	247.37
C61	20.00	31.67	90°43'10"	28.46
C62	301.50	88.68	16°51'7"	88.38
C63	20.00	31.22	89°27'1"	28.15
C64	348.50	103.53	17°1'18"	103.16
C65	327.50	35.27	6°10'11"	35.25
C66	322.50	34.73	6°10'11"	34.71
C67	323.00	598.39	105°29'37"	517.38
C68	850.00	580.63	39°8'18"	569.40
C69	500.00	966.83	110°47'27"	823.09
C70	600.00	418.35	39°58'57"	409.92
C71	38.00	60.11	90°36'10"	54.04
C72	869.75	215.13	14°10'26"	214.58
C73	307.00	302.96	56°32'30"	290.81
C74	343.00	338.38	56°31'13"	324.80
C75	521.50	246.90	27°7'34"	244.60
C76	478.50	48.24	5°46'36"	48.22
C77	478.50	178.30	21°20'58"	177.27
C78	473.50	419.66	50°46'52"	406.06
C79	526.50	67.81	7°22'45"	67.76
C80	526.50	405.58	44°9'3"	395.60
C81	20.00	31.08	89°2'50"	28.05
C82	20.00	31.64	90°38'10"	28.44
C83	20.00	31.25	89°31'24"	28.17
C84	868.00	347.77	22°57'22"	345.45
C85	5.00	15.71	180°0'0"	10.00
C86	20.00	32.14	92°4'19"	28.79
C87	20.00	27.49	78°45'25"	25.38
C88	56.00	88.59	90°36'10"	79.63
C89	832.00	570.44	39°17'1"	559.34
C90	3.00	9.42	180°0'0"	6.00
C91	72.50	18.40	14°32'41"	18.36
C92	42.50	60.54	81°37'5"	55.55
C93	42.50	50.41	67°57'15"	47.50
C94	620.50	216.95	20°1'38"	215.85
C95	521.50	189.35	20°48'14"	188.32
C96	521.50	250.88	27°33'50"	248.47
C97	521.50	148.98	16°22'3"	148.47
C98	478.50	136.68	16°22'3"	136.23
C99	521.50	88.82	9°45'30"	88.71
C100	478.50	81.50	9°45'30"	81.40
C101	478.50	480.53	57°32'19"	460.59
C102	621.50	433.34	39°56'57"	424.81
C103	578.50	403.35	39°56'57"	395.23

M2 Group, Inc.
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Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810
m2 group
Civil Engineering

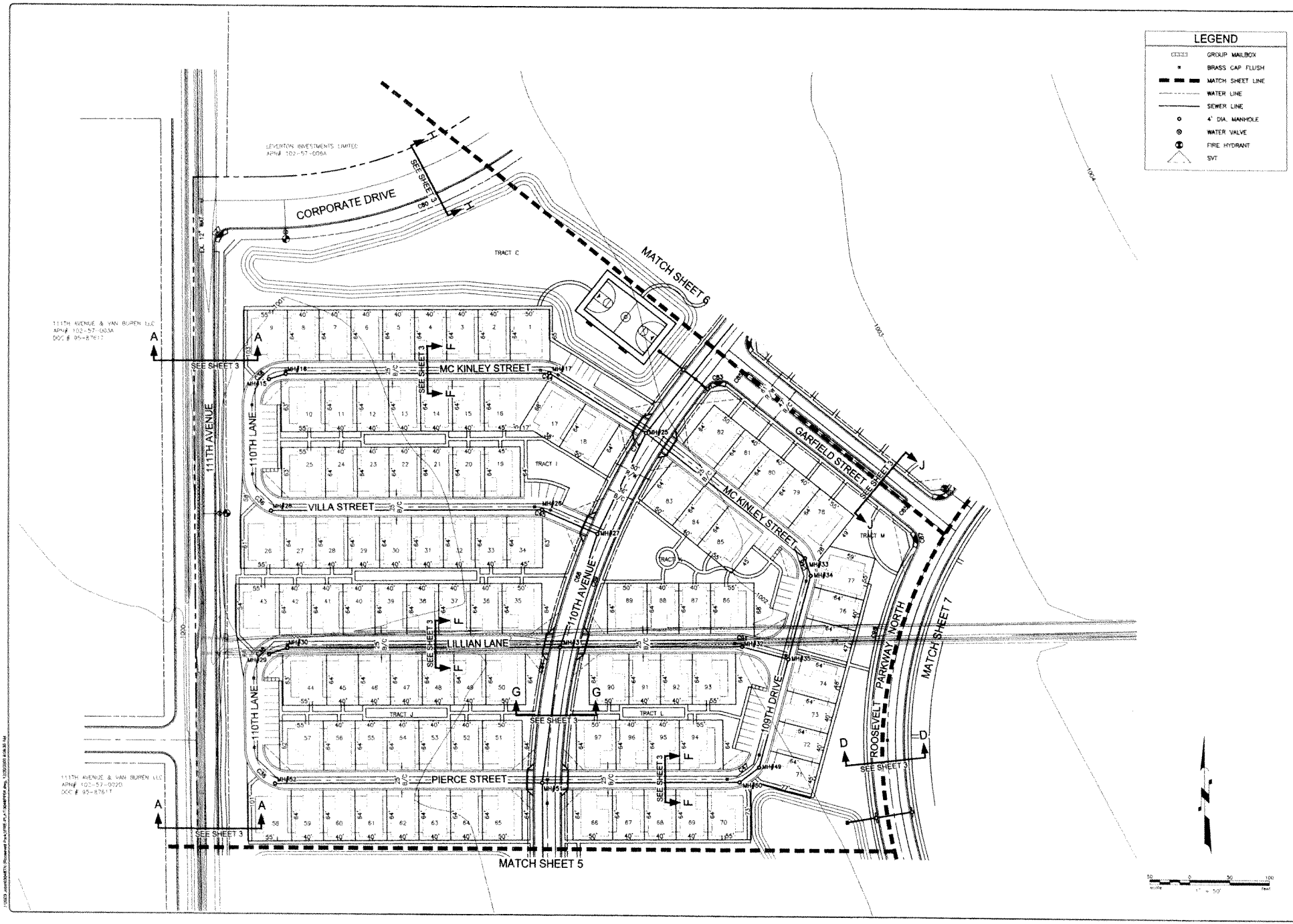
PRELIMINARY PLAT

PROJECT:
ROOSEVELT PARK
AVONDALE, ARIZONA

JOB NO.
03048TH

3048PPD02.DWG

SHEET NO.
3



M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-4487

m2 group

PRELIMINARY PLAT

PROJECT:
ROOSEVELT PARK

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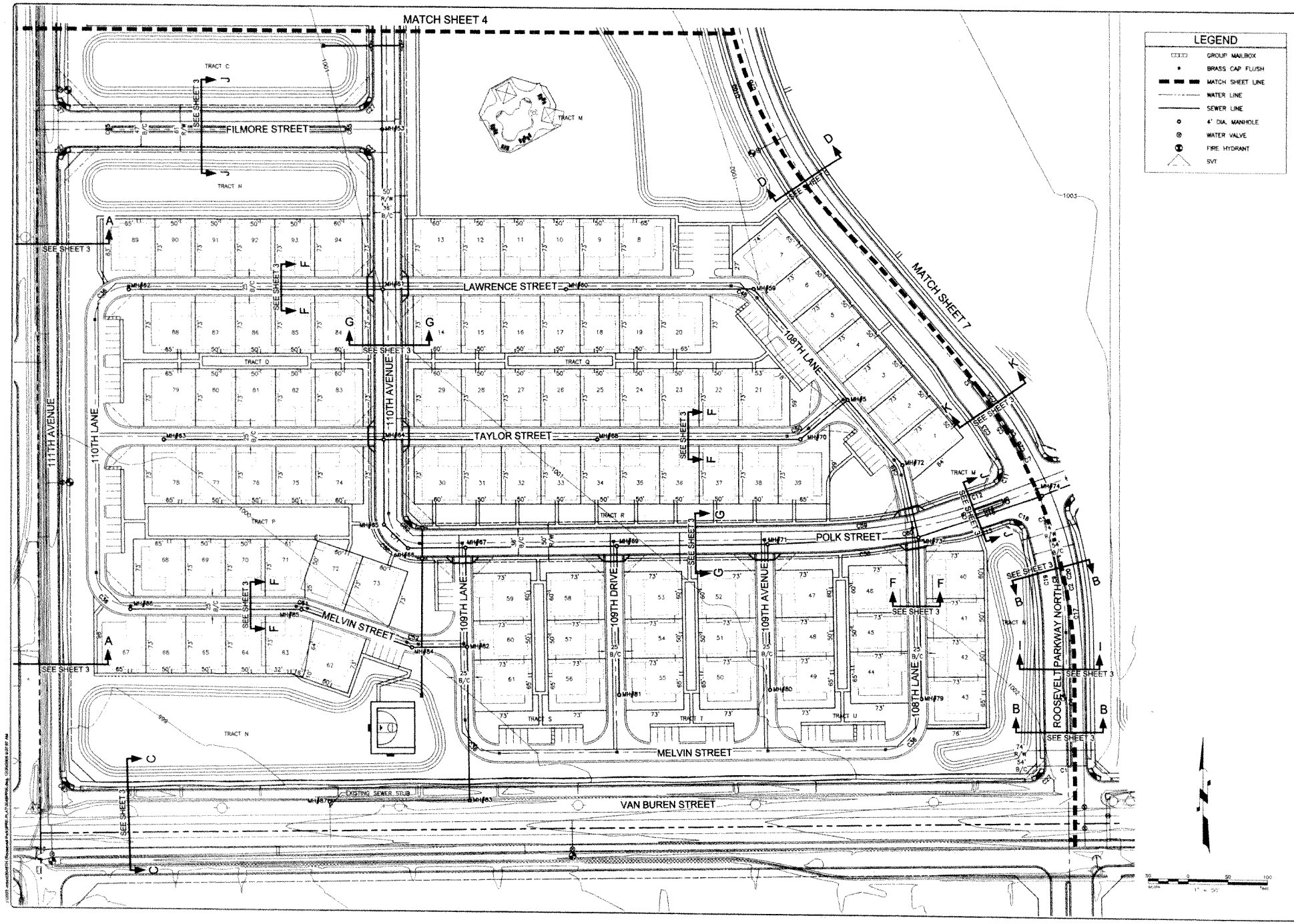
1-800-STAKE-IT
(Outside Maricopa County)

JOB NO.
03048TH

3048PP04.DWG

SHEET NO.
4

4 OF 7



M2 Group, inc.
Civil Engineering
4654 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-4487
fax: (480) 539-2810

PRELIMINARY PLAT

PROJECT:
ROOSEVELT PARK
AVONDALE, ARIZONA

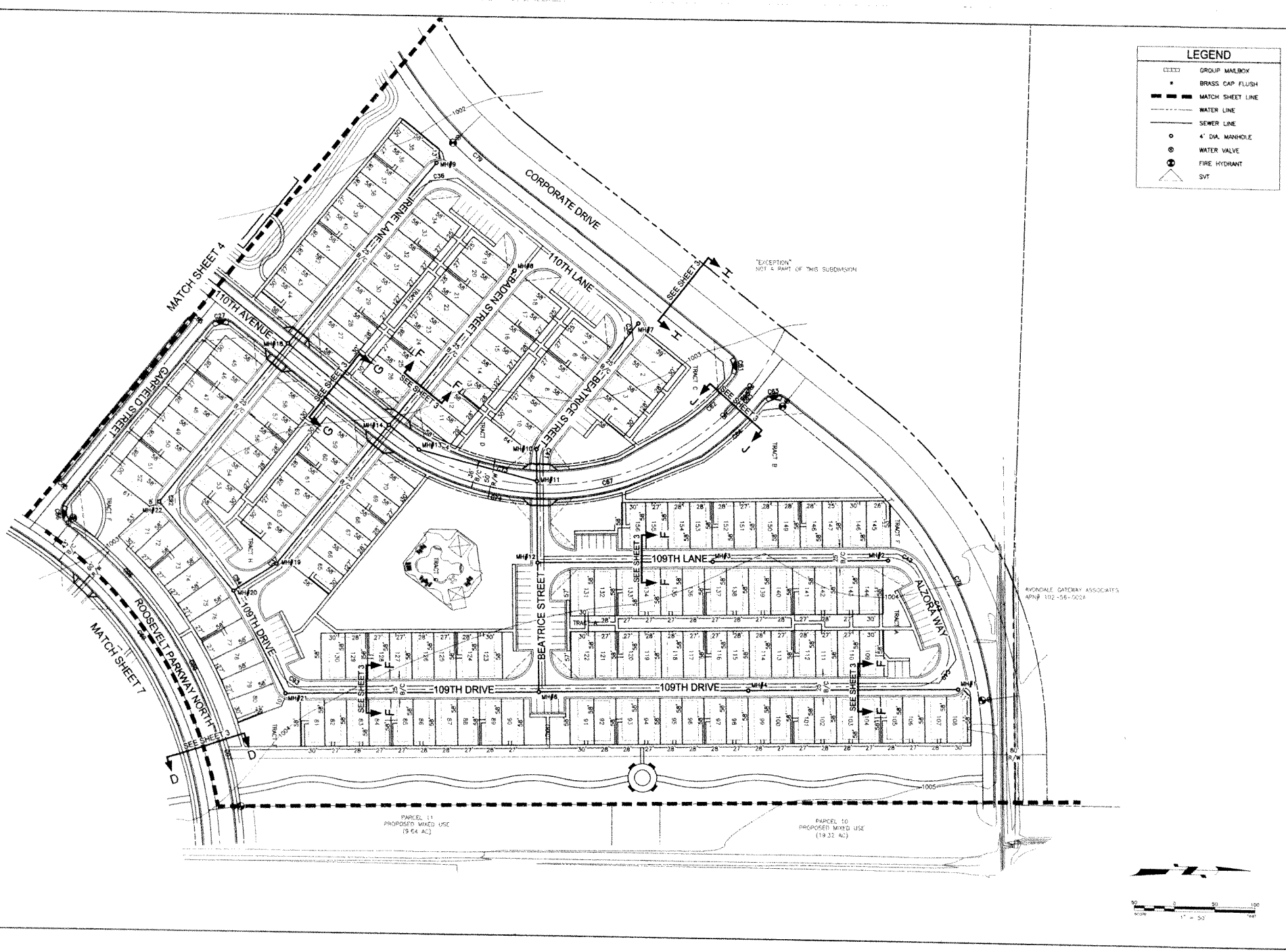
CALL TWO WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(NOTHING MUNICIPAL COUNTY)

JOB NO.
03048TH

3048PP05.DWG

SHEET NO.
5

5 OF 7



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4654 E. Baseline Road
Suite 104
Mesa, Arizona 85206
Tel. (480) 539-7497

PRELIMINARY PLAT

PROJECT:
ROOSEVELT PARK

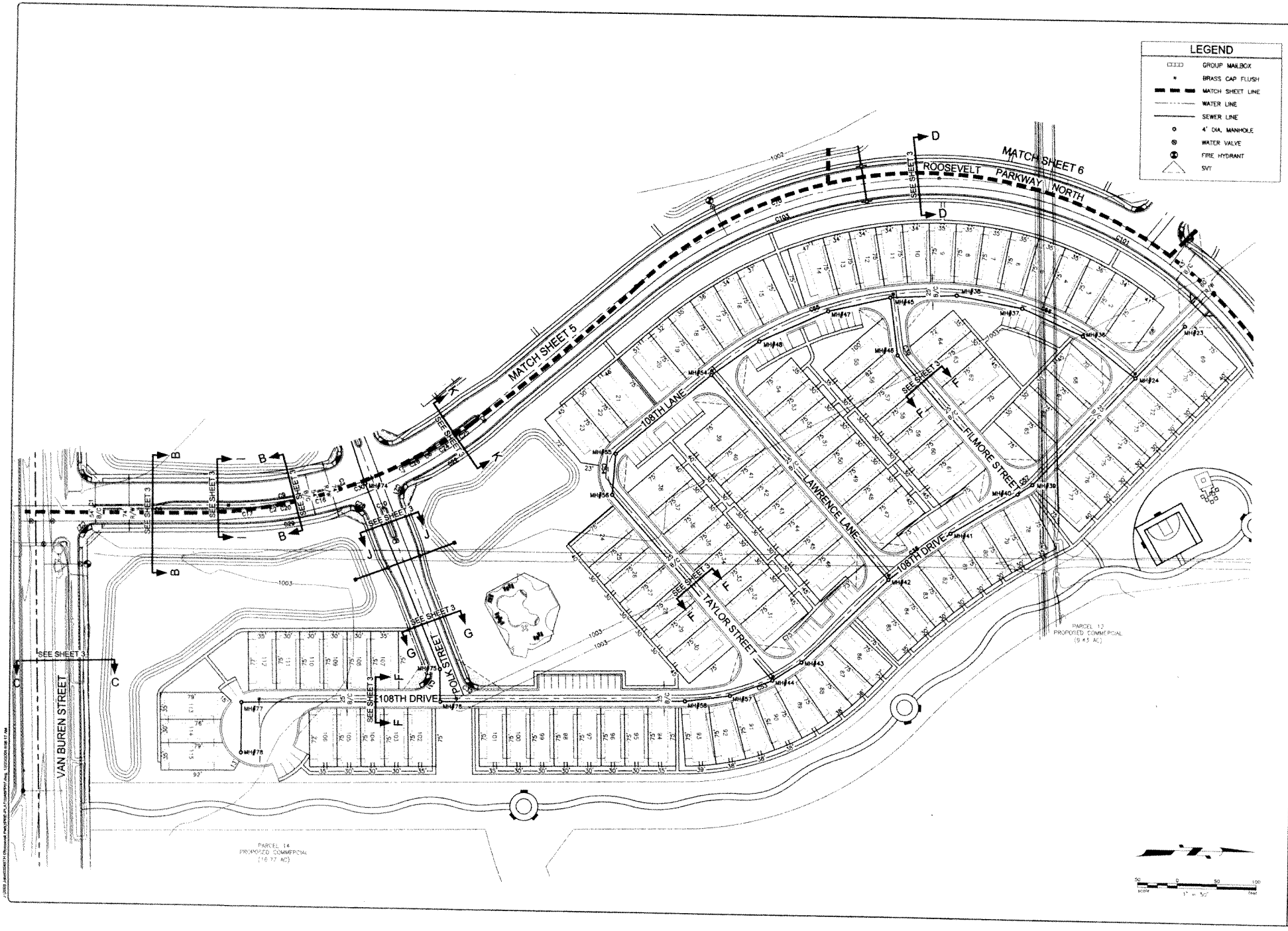
263-1100
1-800-STAKE-IT

JOB NO.
03048TH

3048PP06.DWG

SHEET NO.
6

6 OF 7



M2 group Civil Engineering

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
Tel. (480) 539-0097
Fax. (480) 539-2819

PRELIMINARY PLAT

PROJECT

ROOSEVELT PARK

AVONDALE, ARIZONA

J 263-1100 1-800-STAKE-IT

JOB NO.
03048TH

3048PP07.DWG

SHEET NO.
7

7 OF 7

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
Website: www.avondale.org

January 19, 2006

Mr. Mel Bodily
M2 Group Inc.
4854 E Baseline Rd., Suite 104
Mesa, AZ 85206

RE: Roosevelt Park North Preliminary-Plat
Case PP-05-01

Dear Mr. Bodily:

I am pleased to inform you that on January 17, 2006 your request for preliminary plat approval for the Roosevelt Park North was approved by the City Council subject to the following stipulations:

1. Development shall conform to the Roosevelt Park Preliminary Plat date stamped October 11, 2005 and the Roosevelt Park Preliminary Landscape Plan date stamped August 11, 2005, except as modified by these stipulations.
2. Private drive signage, monument signs, building addressing and permanent directional signage shall conform to the Comprehensive Sign Plan dated October 11, 2005 except that (1) all entry monuments shall be lighted as determined at the time of final plat approval and (2) all address signs shall have a monument-style base as determined at the time of final landscape plan approval.
3. All water rights associated with the property shall be conveyed to the City of Avondale prior to the final plat recording.
4. A note shall be added to the Final Plat and the Covenants, Conditions, and Restrictions stating the Homer Owner's Association shall be responsible for the maintenance of all private drives including repaving the private drives after a leak or break is repaired.
5. The developer shall construct the north half of Van Buren Street from 111th Avenue to 107th Avenue, the east half of 111th Avenue, the full width of Roosevelt Parkway North from Van Buren Street to the east boundary and the south half of Corporate Drive from 111th Avenue to the east boundary of the site in the initial phase of development.

6. All perimeter walls and landscaping shall be developed in the first phase of development for each subarea.
7. The open space buffer along the east boundary shall be constructed in the initial phase of development for Parcels 9 and 13.
8. The location of water and sewer lines in relation to lot lines and building foundations shall be reviewed by the Engineering Department and Building Division with the civil improvement plans to ensure adequate spacing and appropriate locations.
9. All private drives shall be designated as fire lanes and shall be shown as tracts on the final plat.
10. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:
    a. Ownership and maintenance of private drives.
    b. Responsibility for repairing private drives after utility maintenance.
    c. Parking restrictions for residents and visitors.
    d. Uncontained trash restrictions.
    e. Ownership and maintenance responsibility for all recreation areas and common areas.
    f. The proximity of the Interstate 10 freeway and future employment and commercial uses to the north.
    g. The location of future commercial and residential land uses to the east.
    h. The location of the Civic Center and the public safety facility.
11. The developer shall continue to work with the Building Division to achieve proper addressing prior to final plat approval.
12. Staff shall review the CC&Rs prior to final plat approval.
13. Specimen trees shall be planted at primary and secondary entrances as determined at the time of final landscape plan approval.

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) 478-3335.

Sincerely,

Scott Wilken, AICP
Planner II

Enclosures
Copy of Approved Pre-Plat, Landscape Plan, and Master Sign Plan

Exhibit F

City Council Meeting Minutes, from January 17, 2006

PRELIMINARY PLAT APPROVAL FOR ROOSEVELT PARK PHASE II (PP-05-1)

A request from Mel Bodily for M2 Group, Inc. for preliminary plat approval for Roosevelt Park Phase II, 79.30 acres located on the northeast corner of 111th Avenue and Van Buren Street.

Dean Svoboda, Planning and Building Services Director, explained this is the second phase of the original Roosevelt Pa rk development which was approved by the Council in 2001. He said the southern area is being developed with single family homes and the northern portion is still being farmed at this time. He stated the original development proposal included a traditional single family product on 50 foot wide lots, a series of multi-family residential apartments and condominiums, town homes and mixed-use and commercial uses. He explained the PAD amendment approved by Council last summer replaced conventional single family houses, townhouses, apartments and condominiums with a unique, rear-loaded single family product. He said all of the units are located on individual lots and three portions of the project will have detached units while one portion will have attached duplexes. He stated the approved amendment significantly reduced the number of units and density and changed the total concept from a ranch style house to houses that front onto a common open space and are served from the rear by a shared private driveway. He reported an overall density for the project of 5.8 units per acre and lot sizes that range from 1,400 to 3,600 square feet. He noted the first phase of development will begin with the Casitas portion in the southwest corner. He explained the overall development will be served by a combination of public and private roadways and a number of major and minor amenities spread throughout the project. He pointed out all of the private drives will be marked as fire lanes and all units will be sprinklered. He stated the perimeter streets and Roosevelt Parkway North will be completed in Phase I, while the perimeter walls and landscaping for each sub-area will be done as that sub-area develops. He said the residential units and improvements associated with the units will be done on a plat basis and the buffer area along the eastern boundary of Phase II will be installed as Parcels 9 and 13 are developed.

Mr. Svoboda reported the Planning Commission and staff reviewed the project and believe it meets the intent of the city's General Plan and is consistent with the PAD amendment approved last summer. He said the project meets all of the city's subdivision requirements and both staff and the Planning Commission recommend approval subject to 13 stipulations.

1. Development shall conform to the Roosevelt Park Preliminary Plat date stamped October 11, 2005 and the Roosevelt Park Preliminary Landscape Plan date stamped August 11, 2005, except as modified by these stipulations.

2. Private drive signage, monument signs, building addressing and permanent directional signage shall conform to the Comprehensive Sign Plan dated October 11, 2005 except that (1) all entry monuments shall be lighted as determined at the time of final plat approval and (2) all address signs shall have a monument-style base as determined at the time of final landscape plan approval.
3. All water rights associated with the property shall be conveyed to the City of Avondale prior to the final plat recording.
4. A note shall be added to the Final Plat and the Covenants, Conditions, and Restrictions stating the Homer Owner's Association shall be responsible for the maintenance of all private drives including repaving the private drives after a leak or break is repaired.
5. The developer shall construct the north half of Van Buren Street from 111th Avenue to 107th Avenue, the east half of 111th Avenue, the full width of Roosevelt Parkway North from Van Buren Street to the east boundary and the south half of Corporate Drive from 111th Avenue to the east boundary of the site in the initial phase of development.
6. All perimeter walls and landscaping shall be developed in the first phase of development for each subarea.
7. The open space buffer along the east boundary shall be constructed in the initial phase of development for Parcels 9 and 13.
8. The location of water and sewer lines in relation to lot lines and building foundations shall be reviewed by the Engineering Department and Building Division with the civil improvement plans to ensure adequate spacing and appropriate locations.
9. All private drives shall be designated as fire lanes and shall be shown as tracts on the final plat.
10. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:

    a. Ownership and maintenance of private drives.

    b. Responsibility for repairing private drives after utility maintenance.

    c. Parking restrictions for residents and visitors.

    d. Uncontained trash restrictions.

    e. Ownership and maintenance responsibility for all recreation areas and common areas.

    f. The proximity of the Interstate 10 freeway and future employment and commercial uses to the north.

g. The location of future commercial and residential land uses to the east.

h. The location of the Civic Center and the public safety facility.

11. The developer shall continue to work with the Building Division to achieve proper addressing prior to final plat approval.
12. Staff shall review the CC&Rs prior to final plat approval.
13. Specimen trees shall be planted at primary and secondary entrances as determined at the time of final landscape plan approval.

Council Member Lynch thanked Mr. Svoboda for taking them on the tour last summer, stating without going on that journey she never would have understood the project. She said the tour let her know the city would be finally able to meet the needs of some of its empty-nesters, its upcoming professionals and its families. She expressed her opinion the project is one of the most exciting in Avondale, noting the site is in the middle of everything and will set Avondale aside.

Council Member Buster asked about the square footages of the individual dwellings. Dave Prescott, Applicant's representative, said the smallest units will measure about 1,600 square feet and the larger units will be about 2,600 square feet.

Vice Mayor Wolf said the site is located in an area where investment purchases are popular. He asked what the potential for investor ownership is and has the applicant built in measures to help control investor purchases. Mr. Prescott said they do not sell units to anyone who does not intend to use the unit as their primary residence.

Council Member Lynch moved to approve the Preliminary Plat, subject to the staff recommended stipulations. Vice Mayor Wolf seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

Council Member Earp	Aye
Council Member Scott	Aye
Council Member Buster	Aye
Mayor Lopez Rogers	Aye
Vice Mayor Wolf	Aye
Council Member Lynch	Aye

Motion carried unanimously.

FINAL PLAT

FOR

"ROOSEVELT PARK PHASE II"

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6,
T1N, R1E, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

OWNER/DEVELOPER

ROOSEVELT PARK DEVELOPMENT, L.L.C.
890 WEST ELLIOT ROAD
SUITE 110
GILBERT, ARIZONA 85233
PH: (480) 821-8000
FAX: (480) 821-8300
CONTACT: TERRY BRAFFORD

ENGINEER

M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F-6020
AVONDALE, ARIZONA 85323
PHONE: (480) 396-1840
FAX: (623) 643-9850
CONTACT: PHILLIP ALLRED

SURVEYOR

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539-7497
FAX: (480) 539-2810
CONTACT: SCOTT A. NELSON

LEGEND

————————	SECTION LINE
————————	SUBDIVISION BOUNDARY
— — — — —	CENTERLINE
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
OUPDE	OVERHEAD AND UNDERGROUND POWER DISTRIBUTION EASEMENT
R/W	RIGHT OF WAY
◆	SECTION CORNER, AS NOTED
⊡	SURVEY MONUMENT – SET BRASS CAP FLUSH AFTER STREET PAVING COMPLETED
◬	CORNER OF SUBDIVISION – SET SURVEY MONUMENT WITH CAP OR TAG UNLESS NOTED OTHERWISE

LAND AREA TABLE

GROSS AREA OF PROJECT	77.34 ACRES
RIGHT-OF-WAY AREA	10.29 ACRES
PARCEL AREAS	67.05 ACRES

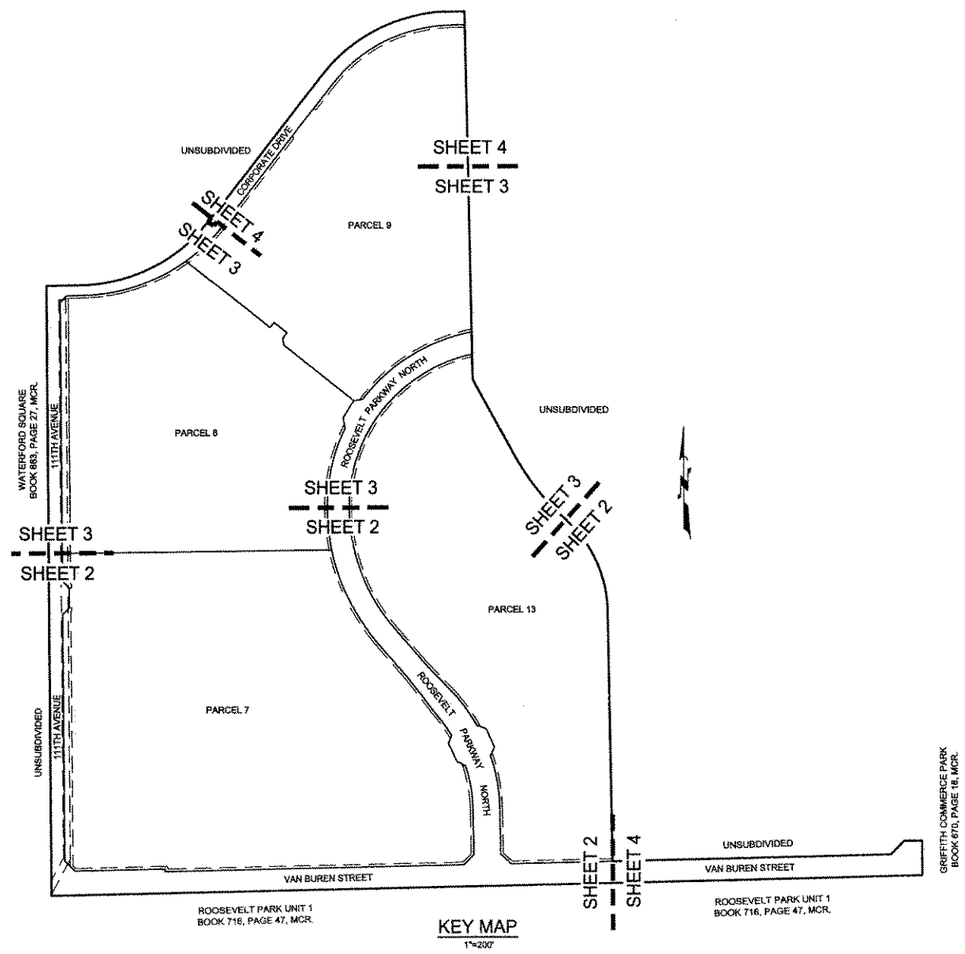
NOTES

1. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
3. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
4. ALL LANDSCAPING WITHIN THE COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION".
5. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

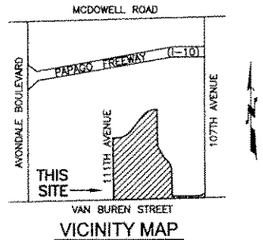
LEGAL DESCRIPTION

A portion of the southeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found City of Avondale brass cap in handhole at the southeast corner of said Section 6, from which a found Maricopa County Highway Department brass cap in handhole at the south quarter corner of said Section 6 bears South 88°52'29" West, a distance of 2,613.62 feet;
THENCE along the south line of said southeast quarter, South 88°52'29" West, a distance of 2,613.62 feet, to said south quarter corner;
THENCE leaving said south line, along the west line of said southeast quarter, North 00°29'20" West, a distance of 1,835.32 feet;
THENCE leaving said west line, North 89°30'40" East, a distance of 95.00 feet, to the beginning of a curve;
THENCE northeasterly along said curve, having a radius of 498.00 feet, concave northwesterly, through a central angle of 51°30'49", a distance of 447.74 feet, to the curve's end;
THENCE North 37°59'51" East, a distance of 557.98 feet, to the beginning of a curve;
THENCE northeasterly along said curve, having a radius of 502.00 feet, concave southeasterly, through a central angle of 45°39'54", a distance of 400.10 feet, to the north line of said southeast quarter and to a point of intersection with a non-tangent line;
THENCE along said north line, North 88°46'43" East, a distance of 86.25 feet;
THENCE leaving said north line, South 01°13'17" East, a distance of 1,110.12 feet;
THENCE South 28°42'33" East, a distance of 251.52 feet, to the beginning of a curve;
THENCE southeasterly along said curve, having a radius of 760.00 feet, concave northeasterly, through a central angle of 19°19'48", a distance of 256.40 feet, to a point of reverse curvature;
THENCE southeasterly along said curve, having a radius of 380.00 feet, concave southwesterly, through a central angle of 46°54'50", a distance of 311.14 feet, to the curve's end;
THENCE South 01°07'31" East, a distance of 755.38 feet, to the north line of the south 65.00 feet of said southeast quarter;
THENCE along said north line, North 88°52'29" East, a distance of 837.07 feet;
THENCE leaving said north line, North 44°21'04" East, a distance of 57.04 feet, to the west line of the east 55.00 feet of said southeast quarter;
THENCE leaving said west line, North 89°49'39" East, a distance of 55.00 feet, to the east line of said southeast quarter;
THENCE along said east line, South 00°10'21" East, a distance of 104.09 feet, to the POINT OF BEGINNING.



KEY MAP
1"=200'



VICINITY MAP
N.T.S.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2007.

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

BASIS OF BEARING

THE SOUTH LINE OF THE SE ¼ OF SEC. 6, T1N, R1E, WHICH BEARS N 88°52'29" E BASED ON THE FINAL PLAT OF ROOSEVELT PARK UNIT 1 RECORDED IN BOOK 716, PAGE 47, MCR.

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS FINAL PLAT UNDER THE NAME OF "ROOSEVELT PARK PHASE II", LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE STREETS, PARCELS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH STREET AND PARCEL SHALL BE KNOWN BY THE NAME OR NUMBER GIVEN EACH ON SAID FINAL PLAT AND ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON SAID FINAL PLAT.
IN WITNESS WHEREOF:
ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2007.

BY: ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF _____, 2007, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY'S INTEREST UNDER DEED OF TRUST DATED _____, _____ AND RECORDED ON _____ AS DOCUMENT NO. _____ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AND DOES HEREBY RATIFY THE FINAL PLAT, THIS _____ DAY OF _____, 2007.

KEYBANK NATIONAL ASSOCIATION

BY:_____

TITLE:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF _____, 2007, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF KEYBANK NATIONAL ASSOCIATION, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

PLANNING
RECEIVED
SEPT 2006
DIVISION

CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF FOUR (4) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 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 CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A.
NELSON
ARIZONA, U.S.A.

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT
PROJECT: ROOSEVELT PARK PHASE II
AVONDALE, ARIZONA

FP07-1

JOB NO.
06133TH

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SHEET NO.
1

1 OF 4

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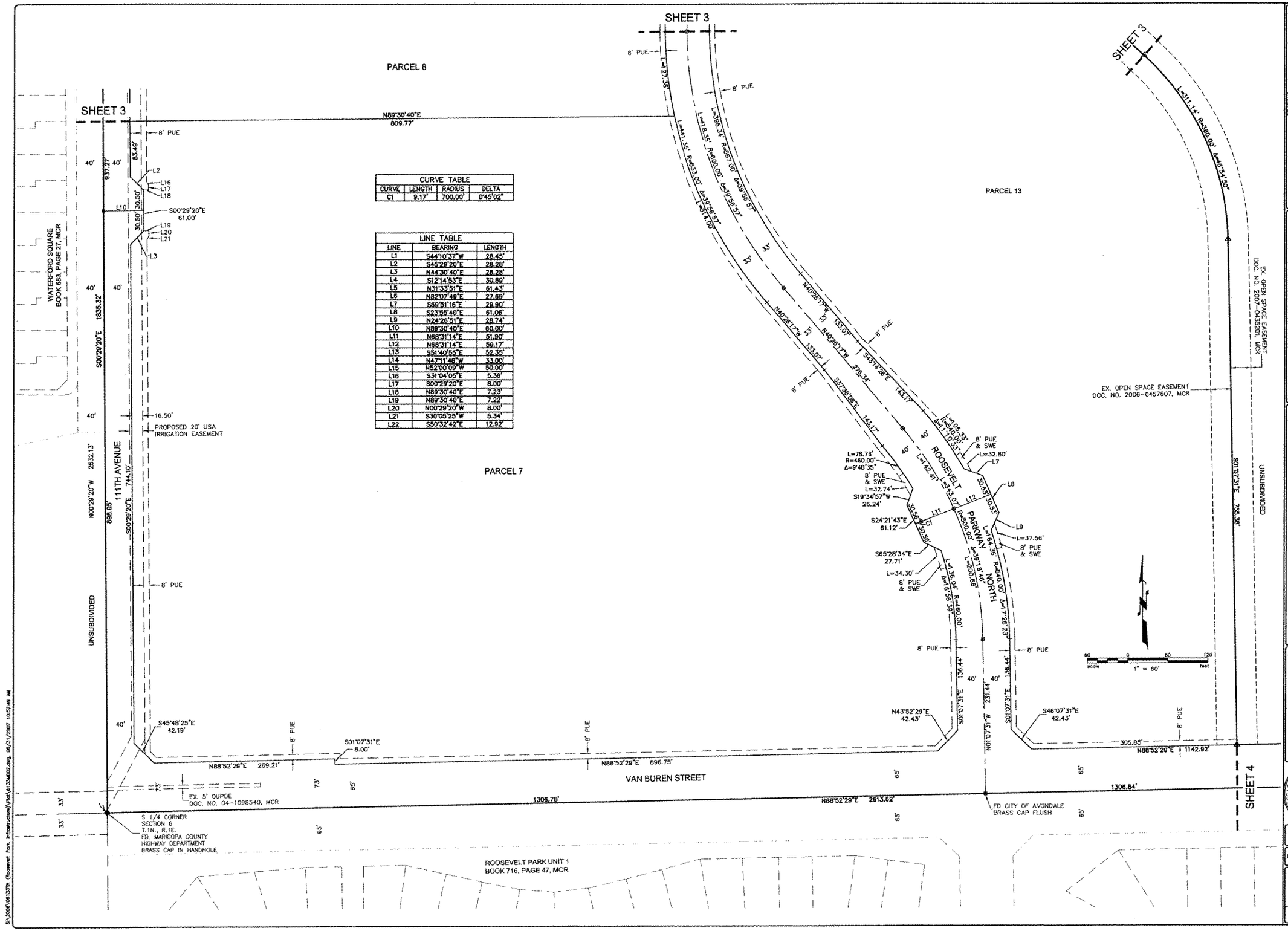

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	9.17'	700.00'	0°45'02"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S44°10'37"W	28.45'
L2	S45°29'20"E	28.28'
L3	N44°30'40"E	28.28'
L4	S12°14'53"E	30.69'
L5	N31°33'51"E	61.43'
L6	N82°07'49"E	27.69'
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L11	N68°31'14"E	51.90'
L12	N68°31'14"E	59.17'
L13	S51°40'55"E	52.35'
L14	N47°11'46"W	33.00'
L15	N52°00'09"W	50.00'
L16	S31°04'05"E	5.36'
L17	S00°29'20"E	8.00'
L18	N89°30'40"E	7.23'
L19	N89°30'40"E	7.22'
L20	N00°29'20"W	8.00'
L21	S30°05'25"W	5.34'
L22	S50°32'42"E	12.92'

REVISIONS

M2 Group, Inc.
4654 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK PHASE II
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 4-11-07
ARIZONA, U.S.A.

JOB NO.
06133TH

6133MD02.DWG

SHEET NO.
2

2 OF 4

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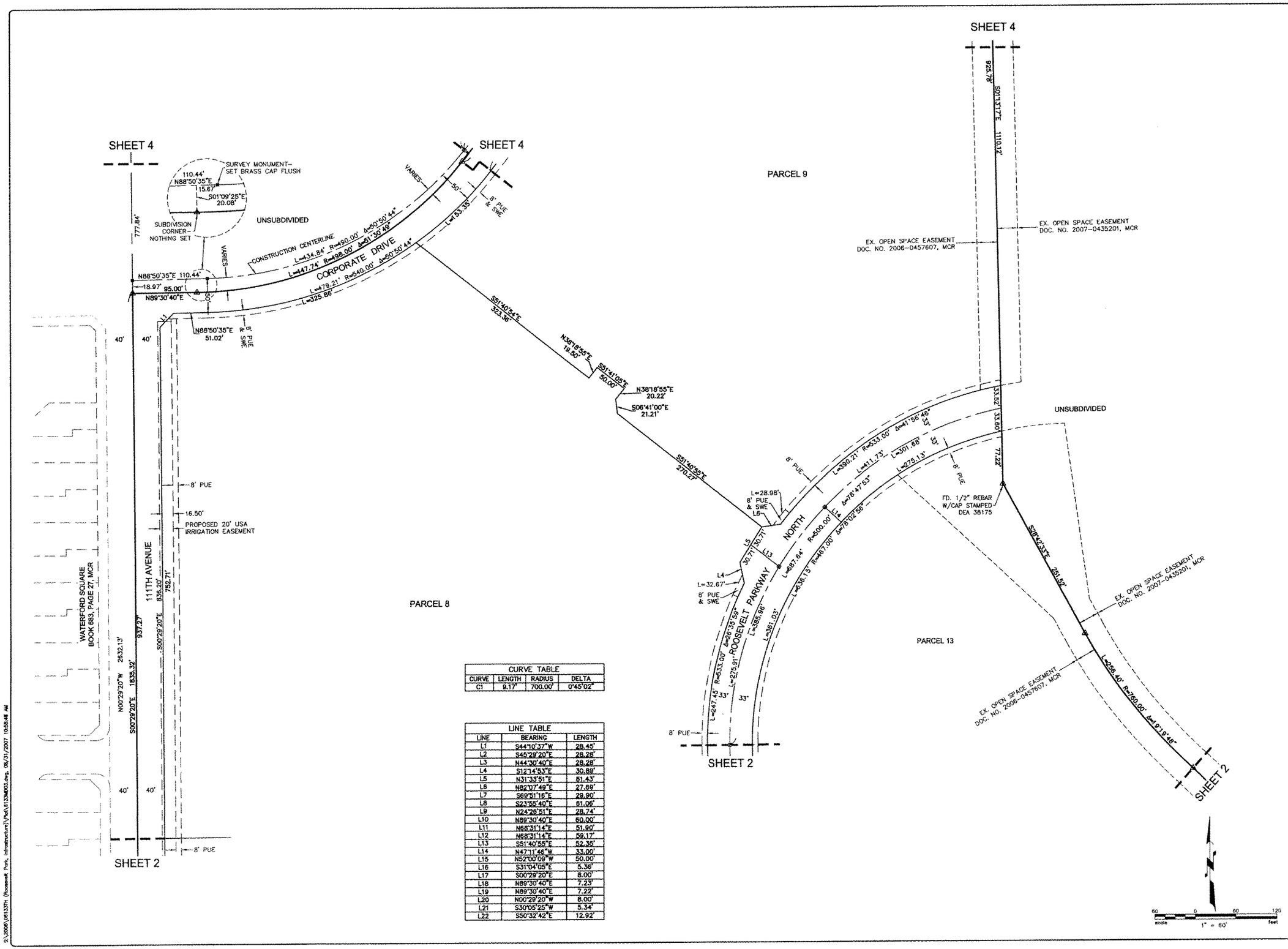

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FINAL PLAT

PROJECT:
ROOSEVELT PARK PHASE II
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06133TH

6133MD03.DWG

SHEET NO.
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3 OF 4

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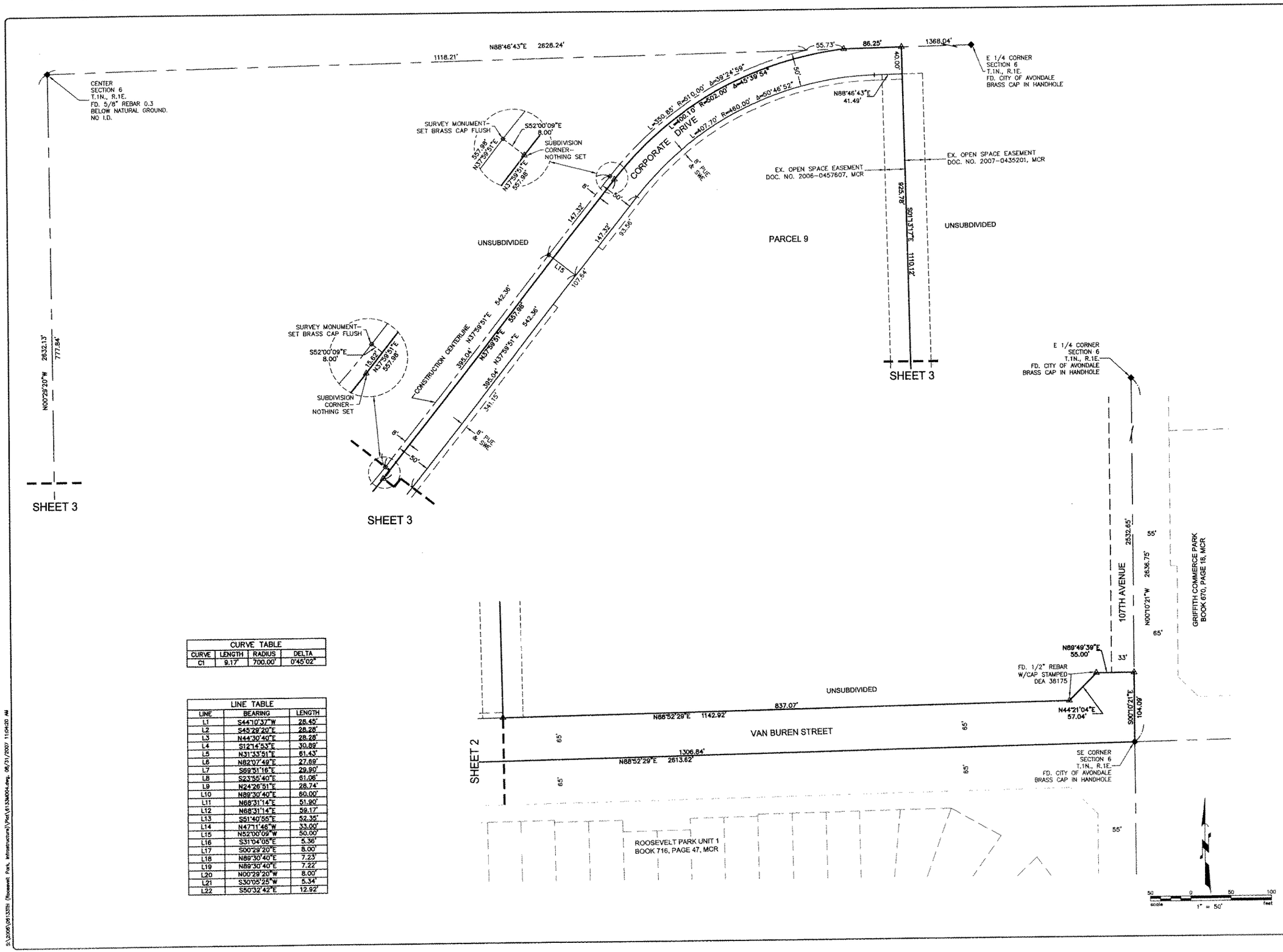

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REVISIONS:

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FINAL PLAT

PROJECT: ROOSEVELT PARK PHASE II
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
MARICOPA CO.
21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06133TH

6133MD04.DWG

SHEET NO.
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4 OF 4

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FINAL PLAT

FOR

"ROOSEVELT PARK, PARCEL 7"

A SUBDIVISION OF PARCEL 7 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK __, PAGE__, M.C.R., LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, T1N, R1E OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ROOSEVELT PARK, PARCEL 7", A SUBDIVISION OF PARCEL 7 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK ___, PAGE___, M.C.R., LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ROOSEVELT PARK, PARCEL 7" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DEDICATES TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES.

THE PUBLIC STREETS (FILLMORE STREET, POLK STREET AND 110TH AVENUE) SHOWN HEREON ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC AND SHALL BE MAINTAINED BY THE CITY. THE PUBLIC UTILITY EASEMENTS (PUE) SHOWN HEREON ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC.

TRACTS "K" AND "L" ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION AS PRIVATE DRIVES OVER WHICH IS HEREBY DEDICATED AN EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES, WATER, SEWER, REFUSE COLLECTION AND EMERGENCY AND SERVICE TYPE VEHICLES. THE ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF TRACTS "K" AND "L".

IN WITNESS WHEREOF:
ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2007.

BY: ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY _____, DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF _____, 2007, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY'S INTEREST UNDER DEED OF TRUST DATED _____, _____ AND RECORDED ON _____ AS DOCUMENT NO. _____-_____ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AND DOES HEREBY RATIFY THE FINAL PLAT, THIS _____ DAY OF _____, 2007.

KEYBANK NATIONAL ASSOCIATION

BY:_____

TITLE:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF _____, 2007, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF KEYBANK NATIONAL ASSOCIATION, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

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NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

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RESIDENTIAL FUNDING CORPORATION

BY:_____

TITLE:_____

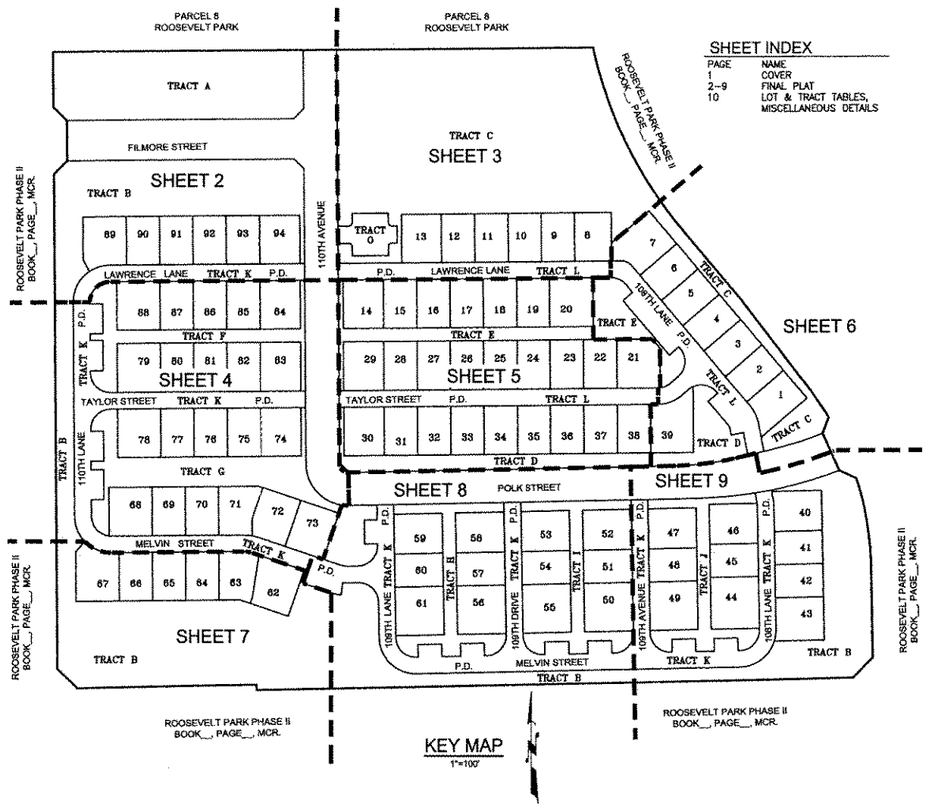
ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

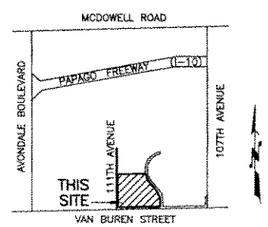
BEFORE ME THIS THE ___ DAY OF _____, 2007, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF RESIDENTIAL FUNDING CORPORATION, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:



KEY MAP
1"=100'



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

PARCEL 7 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK ___, PAGE ___, MCR.

BENCHMARK

ELEVATIONS ARE BASED ON CITY OF AVONDALE BENCHMARK #122 BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 107TH AVENUE AND VAN BUREN.
ELEVATION: 1005.43 (CITY OF AVONDALE) (SHOT ON 7/11/06)

BASIS OF BEARING

THE SOUTH LINE OF THE SE ¼ OF SEC. 6, T1N, R1E, WHICH BEARS N 88°52'29" E BASED ON THE FINAL PLAT OF ROOSEVELT PARK UNIT 1 RECORDED IN BOOK 716, PAGE 47, MCR.

FLOOD ZONING

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 04013C2085G, DATED SEPTEMBER 30, 2005. FLOOD ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

SHEET INDEX

PAGE	NAME
1	COVER
2–9	FINAL PLAT
10	LOT & TRACT TABLES, MISCELLANEOUS DETAILS

OWNER/DEVELOPER

ROOSEVELT PARK DEVELOPMENT, L.L.C.
890 WEST ELLIOT ROAD
SUITE 110
GILBERT, ARIZONA 85233
PH: (480) 821-8000
FAX: (480) 821-8300
CONTACT: TERRY BRAFFORD

ENGINEER

M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F-6020
AVONDALE, ARIZONA 85323
PHONE: (480) 396-1840
FAX: (623) 643-9850
CONTACT: PHILLIP ALLRED

SURVEYOR

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539-7497
FAX: (480) 539-2810
CONTACT: SCOTT A. NELSON

NOTES

1. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVES IS TO BE MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION".

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR 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 BASINS INTO COMPLIANCE.

8. PRIVATE DRIVES WILL REMAIN OPEN TO THE SKY.

9. THE CITY OF AVONDALE IS NOT RESPONSIBLE FOR PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS ON PRIVATE DRIVES.

10. ALL PRIVATE DRIVES ARE DESIGNATED FIRE LANES.

11. THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE DRIVES INCLUDING PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS.

12. ALL UTILITIES AND STREETS FOR EACH POD SHALL BE INSTALLED PRIOR TO VERTICAL CONSTRUCTION.

13. SIGHT VISIBILITY TRIANGLE EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 2' IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'.

14. TRACTS A THROUGH J AND TRACT O ARE COMMON AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" FOR THE PURPOSES SHOWN HERE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ROOSEVELT PARK PHASE II TO BE RECORDED HEREAFTER.

15. WATER EASEMENT DETAIL, TRACT USES, LOT AREA TABLES, LAND USE TABLE, MINIMUM LOT SIZES DETAIL, TYPICAL LOT SETBACK DETAIL AND TYPICAL USE BENEFIT EASEMENT AND COMMON OPEN SPACE EASEMENT DETAIL ARE LOCATED ON SHEET 10.

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.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2007.

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

LEGEND

	SECTION LINE
	SUBDIVISION BOUNDARY
	CENTERLINE
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
R/W	RIGHT OF WAY
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
SVT1	20' X 20' SIGHT VISIBILITY TRIANGLE EASEMENT
SVT2	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
CSE	COMMON OPEN SPACE EASEMENT
UBE	USE AND BENEFIT EASEMENT
WSE	WATER AND SEWER EASEMENT
MCR	MARICOPA COUNTY RECORDS
WE	WATER EASEMENT
P.D.	PRIVATE DRIVE
VNAE	VEHICULAR NON-ACCESS EASEMENT
EX.	EXISTING
◆	SECTION CORNER, AS NOTED
⊞	SURVEY MONUMENT
◬	CORNER OF SUBDIVISION, SURVEY MONUMENT W/CAP OR TAG RLS 21782 UNLESS NOTED OTHERWISE
FP	FINAL PLAT OF ROOSEVELT PARK PHASE II BOOK _____, PAGE _____, MCR

CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF TEN (10) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 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 CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR CERTIFICATE NO. 21782 SCOTT A. NELSON ARIZONA, U.S.A.

DATE PREPARED: 6/28/07

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT
PROJECT: ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

FP-06-8

RECEIVED
JUL 2006

JOB NO. 06134TH
6134FP01.DWG
SHEET NO. 1
1 OF 10

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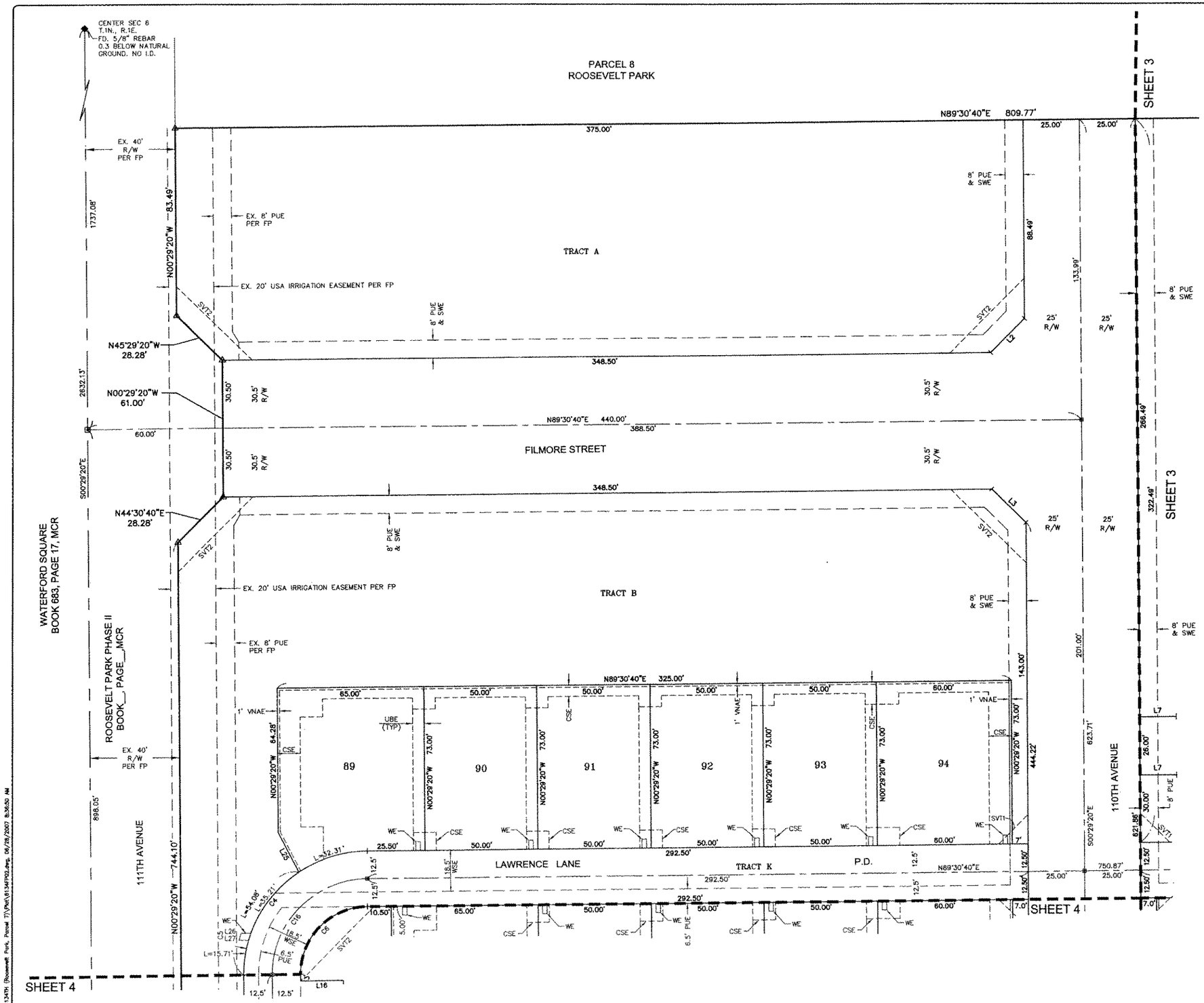

LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°30'40"E	4.03'
L2	N44°30'40"E	21.21'
L3	S45°29'20"E	21.21'
L4	S45°48'25"E	21.10'
L5	S86°21'18"W	30.04'
L6	N44°30'40"E	4.05'
L7	N89°30'40"E	16.77'
L8	N89°30'40"E	8.00'
L9	S00°29'20"E	14.00'
L10	N49°33'43"E	19.00'
L11	N78°52'29"E	19.00'
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L23	N40°13'38"E	20.71'
L24	S00°29'20"E	25.05'
L25	S27°09'11"E	20.08'
L26	N89°30'40"E	4.23'
L27	N89°30'40"E	4.16'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	17.47'	20.00'	50°03'03"
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C6	47.12'	30.00'	90°00'00"
C7	8.05'	55.00'	08°23'08"
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REVISIONS

M2 Group, Inc.
4654 E. Baseline Road
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Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06134TH

6134FP02.DWG

SHEET NO. 2

2 OF 10

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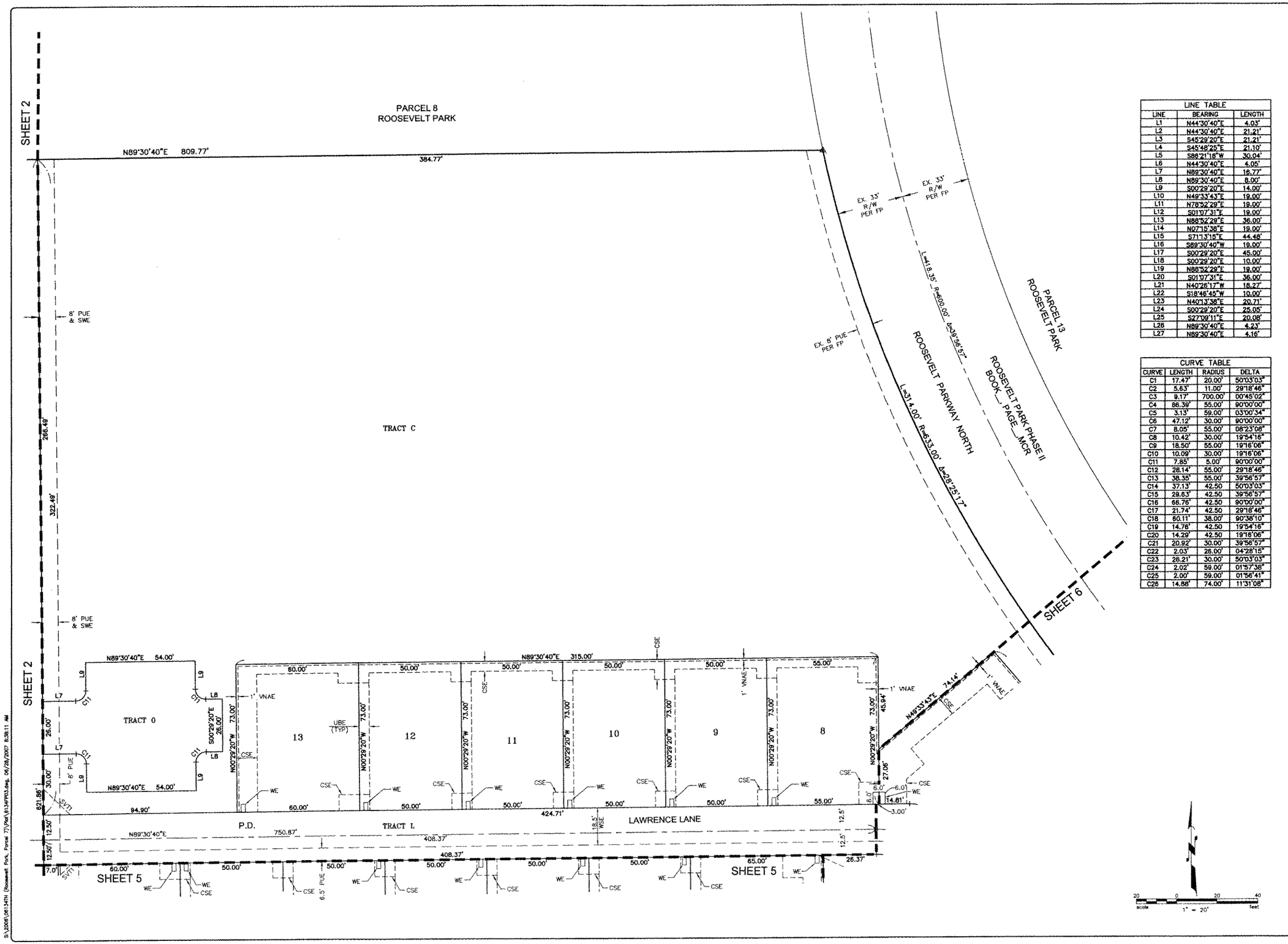

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FINAL PLAT

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ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06134TH

6134FP03.DWG

SHEET NO.
3

3 OF 10

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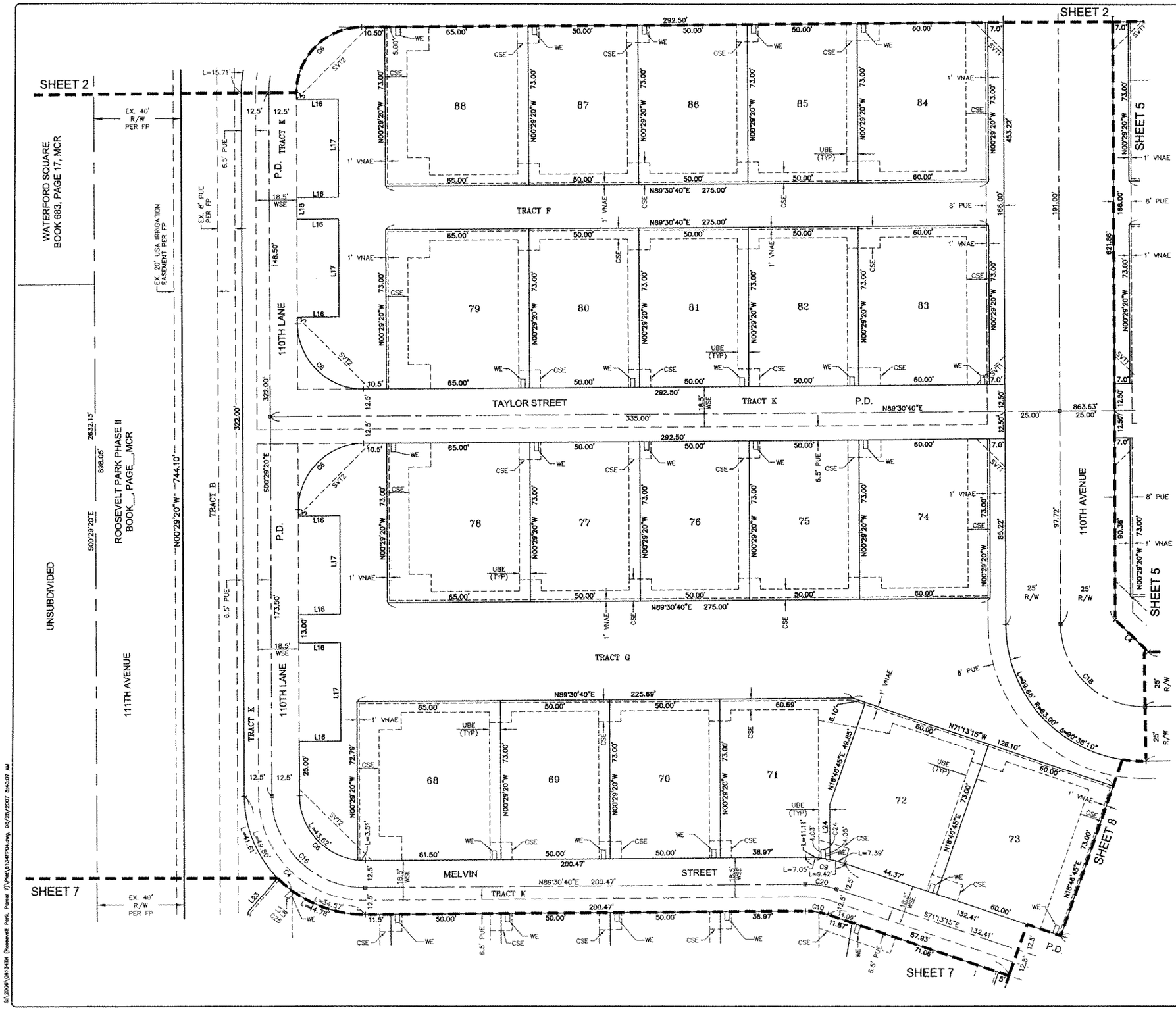

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scale 1" = 20' feet

REVISIONS

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FINAL PLAT

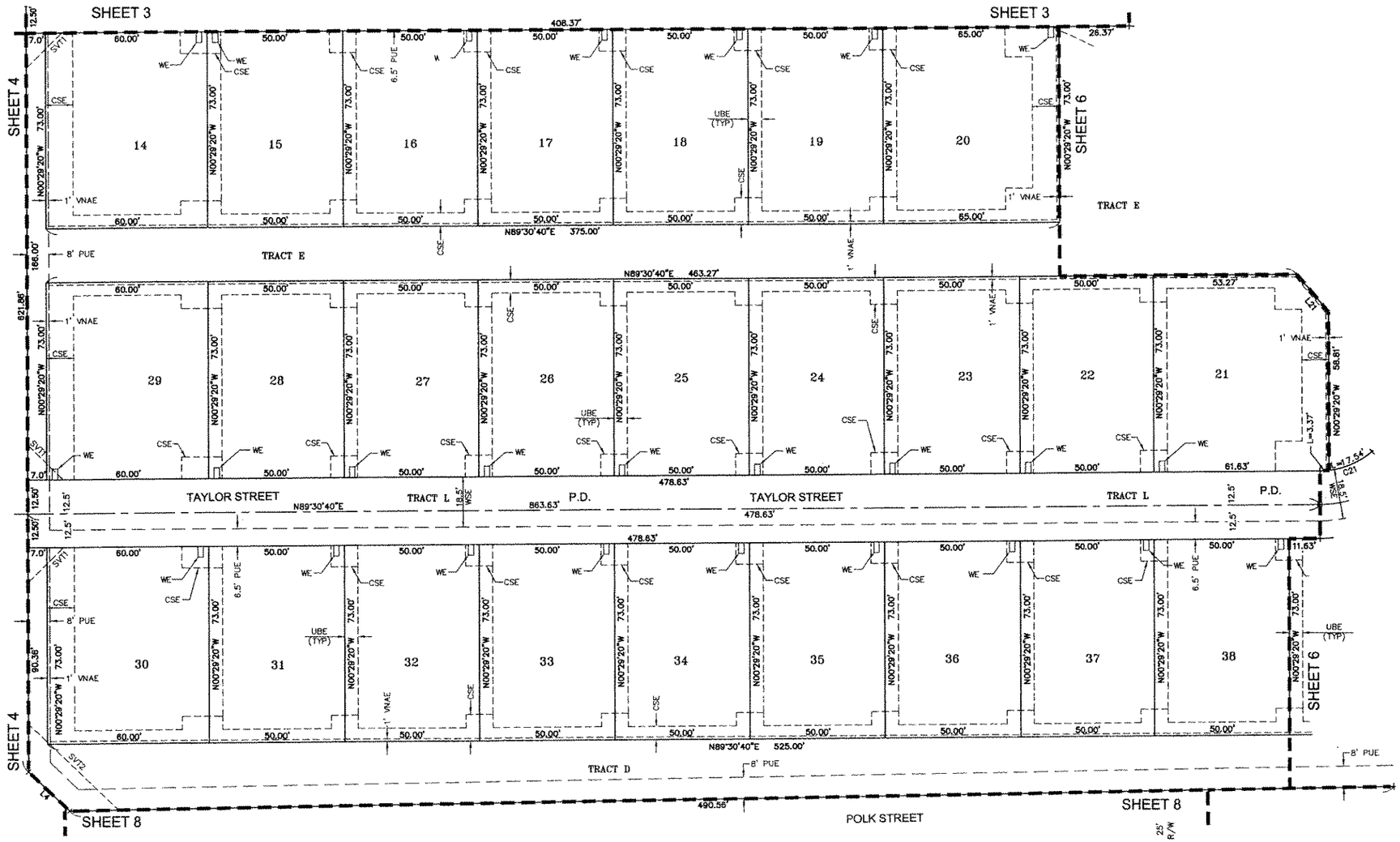
PROJECT:
ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06134TH

6134FP04.DWG

SHEET NO.
4



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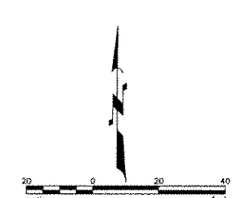
L27	N89°30'40"E	4.16'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	17.47'	20.00'	50°03'03"
C2	5.63'	11.00'	29°18'46"
C3	9.17'	700.00'	00°45'02"
C4	86.39'	55.00'	90°00'00"
C5	3.13'	59.00'	03°00'34"
C6	47.12'	30.00'	90°00'00"
C7	8.05'	55.00'	08°23'08"
C8	10.42'	30.00'	19°54'16"
C9	18.50'	55.00'	19°16'06"
C10	10.09'	30.00'	19°16'06"
C11	7.85'	5.00'	90°00'00"
C12	28.14'	55.00'	29°18'46"
C13	36.35'	55.00'	39°56'57"
C14	37.13'	42.50	50°03'03"
C15	29.63'	42.50	39°56'57"
C16	66.76'	42.50	90°00'00"
C17	21.74'	42.50	29°18'46"
C18	60.11'	38.00'	90°38'10"
C19	14.76'	42.50	19°54'16"
C20	14.29'	42.50	19°16'06"
C21	20.92'	30.00'	39°56'57"
C22	2.03'	26.00'	04°28'15"
C23	26.21'	30.00'	50°03'03"
C24	2.02'	59.00'	01°57'38"
C25	2.00'	59.00'	01°56'41"
C26	14.88'	74.00'	11°31'08"



REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21792
SCOTT A. NELSON
Date Signed 10/13/07
ARIZONA, U.S.A.

JOB NO.
06134TH

6134FP05.DWG

SHEET NO.
5

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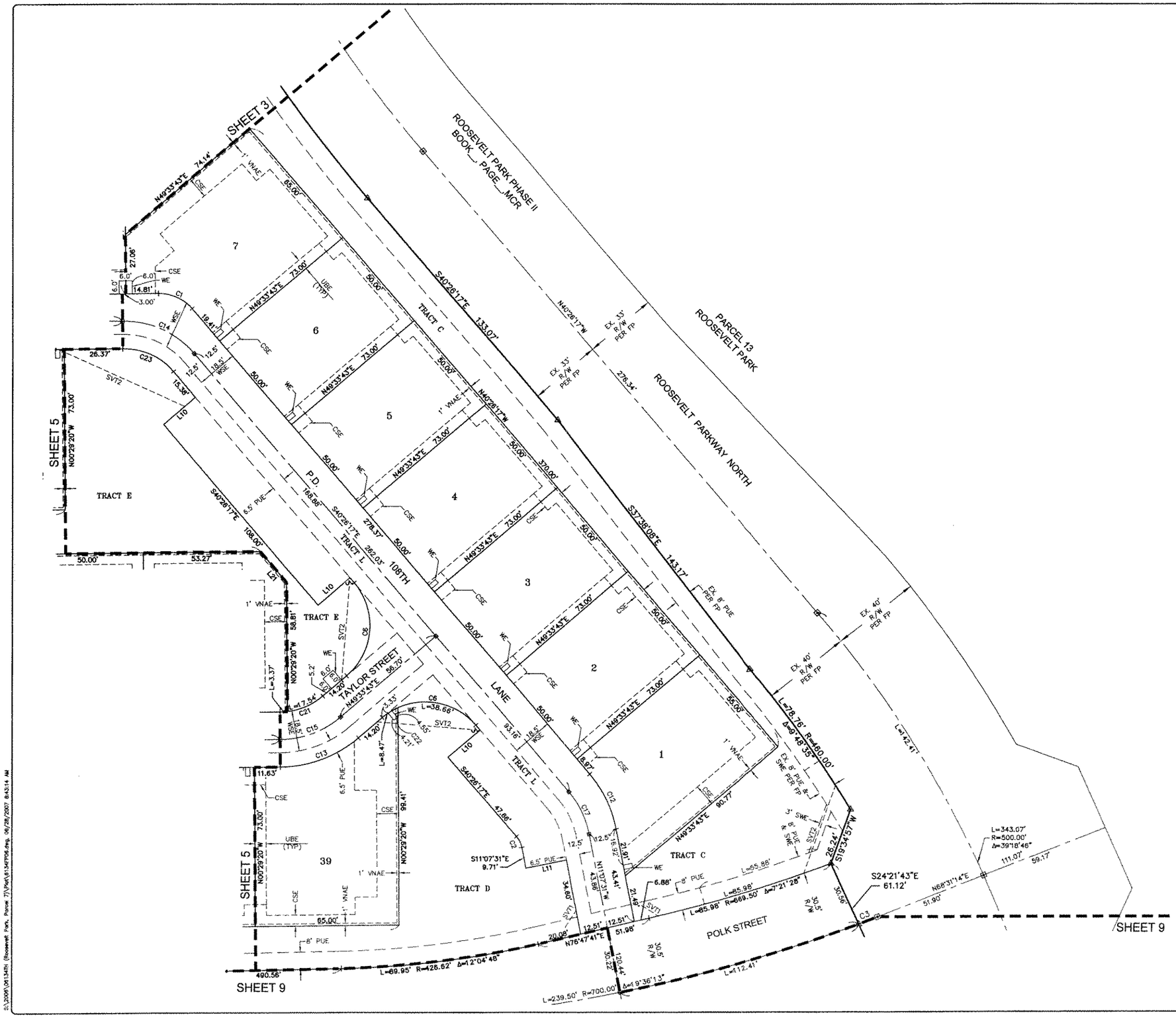

LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°30'40"E	4.03'
L2	N44°30'40"E	21.21'
L3	S45°29'20"E	21.21'
L4	S45°48'25"E	21.10'
L5	S86°21'18"W	30.04'
L6	N44°30'40"E	4.05'
L7	N89°30'40"E	16.77'
L8	N89°30'40"E	8.00'
L9	S00°29'20"E	14.00'
L10	N49°33'43"E	19.00'
L11	N78°52'29"E	19.00'
L12	S01°07'31"E	19.00'
L13	N88°52'29"E	36.00'
L14	N07°15'38"E	19.00'
L15	S71°13'15"E	44.46'
L16	S89°30'40"W	19.00'
L17	S00°29'20"E	45.00'
L18	S00°29'20"E	10.00'
L19	N88°52'29"E	19.00'
L20	S01°07'31"E	36.00'
L21	N40°26'17"W	18.27'
L22	S18°46'45"W	10.00'
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CURVE TABLE			
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M2 Group, Inc.
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FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

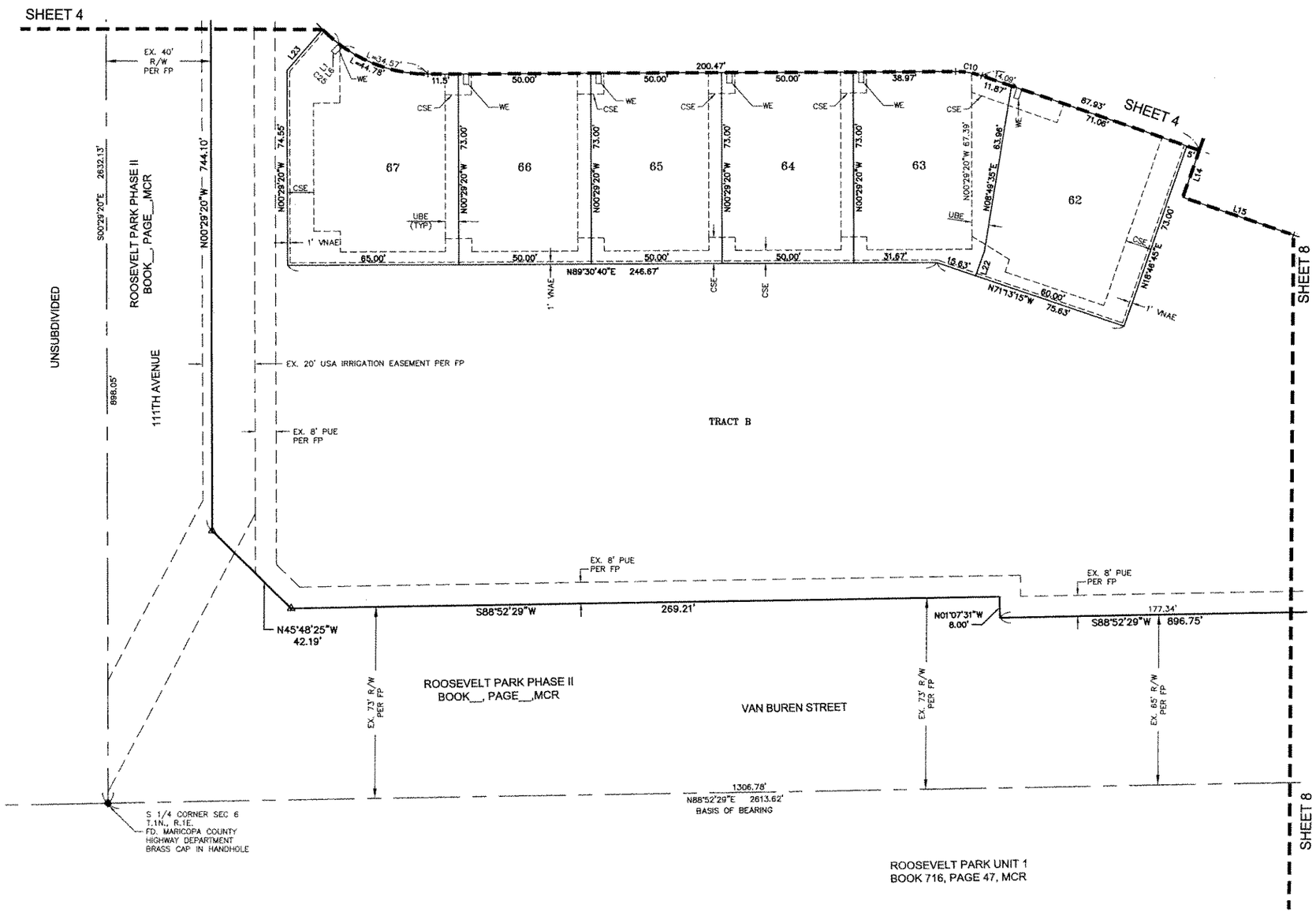
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06134TH

6134FP06.DWG

SHEET NO. 6

6 OF 10



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L8	N89°30'40"E	8.00'
L9	S00°29'20"E	14.00'
L10	N49°33'43"E	19.00'
L11	N78°52'29"E	19.00'
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L13	N88°52'29"E	36.00'
L14	N07°15'38"E	19.00'
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L20	S01°07'31"E	36.00'
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AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06134TH

6134FP07.DWG

SHEET NO. 7

7 OF 10

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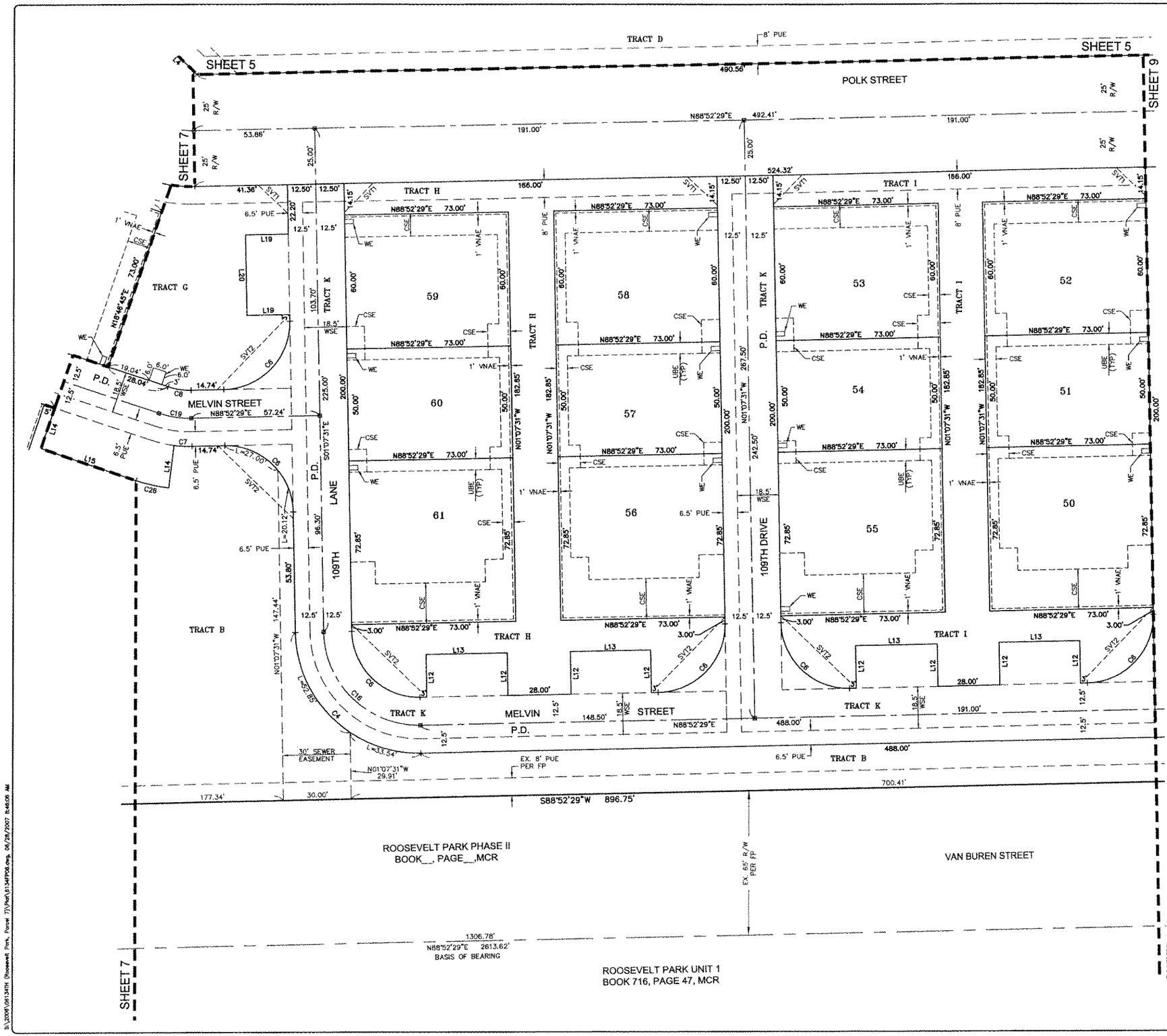

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REVISIONS:

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FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06134TH

6134FP08.DWG

SHEET NO. 8

8 OF 10

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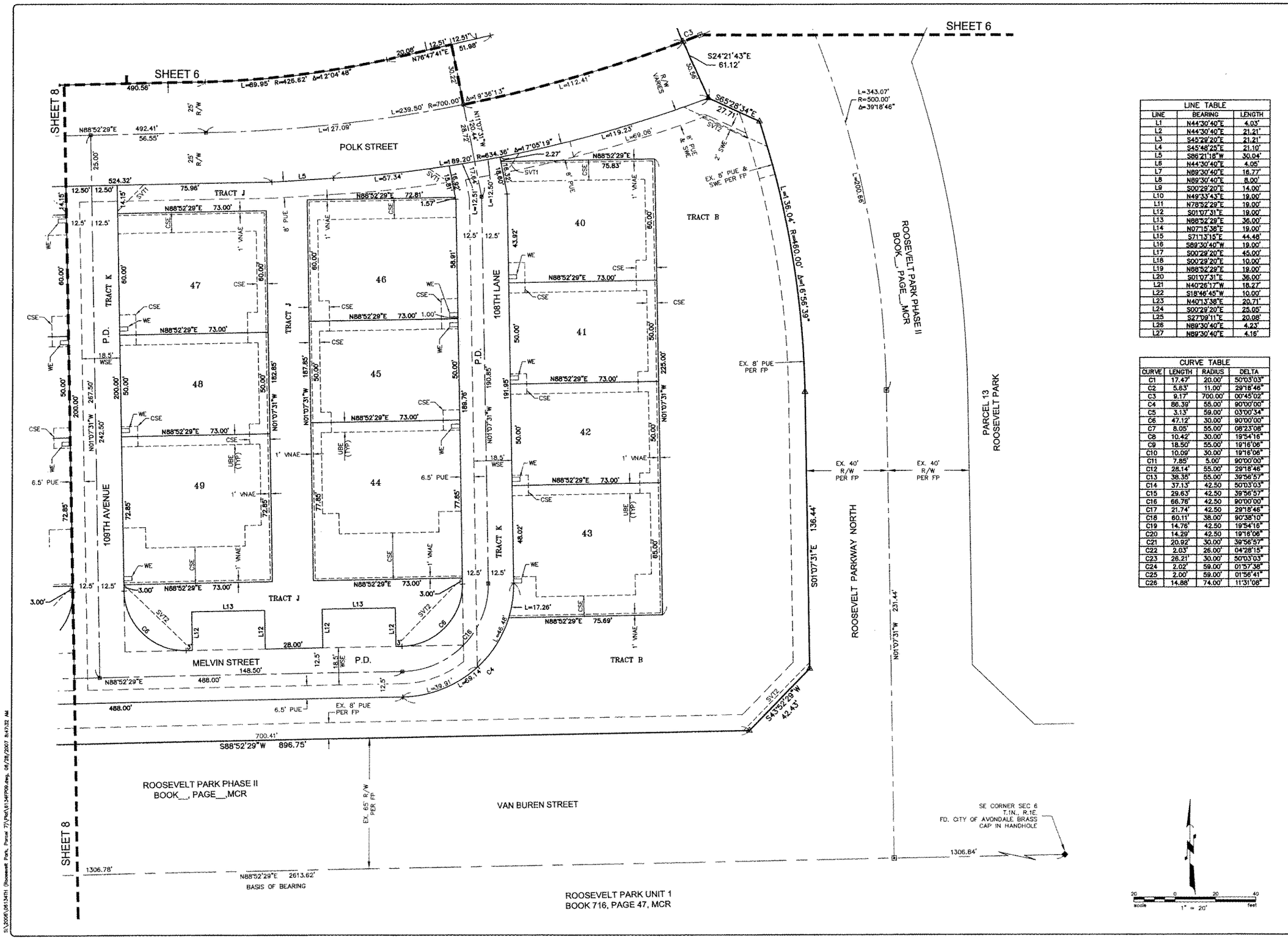

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FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed
ARIZONA, U.S.A.

JOB NO. 06134TH

6134FP09.DWG

SHEET NO. 9

9 OF 10

LOT AREA TABLE

DESCRIPTION	AREA		WIDTH	DEPTH
LOT 1	4,314 SQ. FT.	0.0990 ACRES	55.00 FT.	73.00 FT.
LOT 2	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 3	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 4	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 5	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 6	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 7	5,104 SQ. FT.	0.1172 ACRES	65.00 FT.	73.00 FT.
LOT 8	4,015 SQ. FT.	0.0922 ACRES	55.00 FT.	73.00 FT.
LOT 9	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 10	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 11	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 12	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 13	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 14	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 15	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 16	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 17	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 18	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 19	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 20	4,745 SQ. FT.	0.1089 ACRES	65.00 FT.	73.00 FT.
LOT 21	4,663 SQ. FT.	0.1070 ACRES	65.00 FT.	73.00 FT.
LOT 22	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 23	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 24	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 25	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 26	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 27	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 28	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 29	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 30	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 31	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 32	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 33	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 34	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 35	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 36	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 37	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 38	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 39	5,253 SQ. FT.	0.1206 ACRES	65.00 FT.	73.00 FT.
LOT 40	4,403 SQ. FT.	0.1011 ACRES	60.00 FT.	73.00 FT.
LOT 41	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 42	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 43	4,760 SQ. FT.	0.1093 ACRES	65.00 FT.	73.00 FT.
LOT 44	5,683 SQ. FT.	0.1305 ACRES	77.85 FT.	73.00 FT.
LOT 45	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 46	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 47	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 48	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 49	5,318 SQ. FT.	0.1221 ACRES	72.85 FT.	73.00 FT.
LOT 50	5,318 SQ. FT.	0.1221 ACRES	72.85 FT.	73.00 FT.
LOT 51	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 52	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 53	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 54	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 55	5,318 SQ. FT.	0.1221 ACRES	72.85 FT.	73.00 FT.
LOT 56	5,318 SQ. FT.	0.1221 ACRES	72.85 FT.	73.00 FT.
LOT 57	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 58	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 59	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 60	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 61	5,318 SQ. FT.	0.1221 ACRES	72.85 FT.	73.00 FT.
LOT 62	4,728 SQ. FT.	0.1085 ACRES	60.00 FT.	73.00 FT.
LOT 63	4,007 SQ. FT.	0.0920 ACRES	47.30 FT.	73.00 FT.
LOT 64	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 65	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 66	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 67	5,065 SQ. FT.	0.1167 ACRES	65.00 FT.	73.00 FT.
LOT 68	4,745 SQ. FT.	0.1089 ACRES	65.00 FT.	73.00 FT.
LOT 69	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 70	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 71	4,068 SQ. FT.	0.0934 ACRES	50.00 FT.	73.00 FT.
LOT 72	4,288 SQ. FT.	0.0984 ACRES	60.00 FT.	73.00 FT.
LOT 73	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 74	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 75	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 76	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 77	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 78	4,745 SQ. FT.	0.1089 ACRES	65.00 FT.	73.00 FT.
LOT 79	4,745 SQ. FT.	0.1089 ACRES	65.00 FT.	73.00 FT.
LOT 80	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 81	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 82	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 83	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 84	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.
LOT 85	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 86	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 87	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 88	4,745 SQ. FT.	0.1089 ACRES	65.00 FT.	73.00 FT.
LOT 89	4,838 SQ. FT.	0.1111 ACRES	65.00 FT.	73.00 FT.
LOT 90	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 91	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 92	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 93	3,650 SQ. FT.	0.0838 ACRES	50.00 FT.	73.00 FT.
LOT 94	4,380 SQ. FT.	0.1006 ACRES	60.00 FT.	73.00 FT.

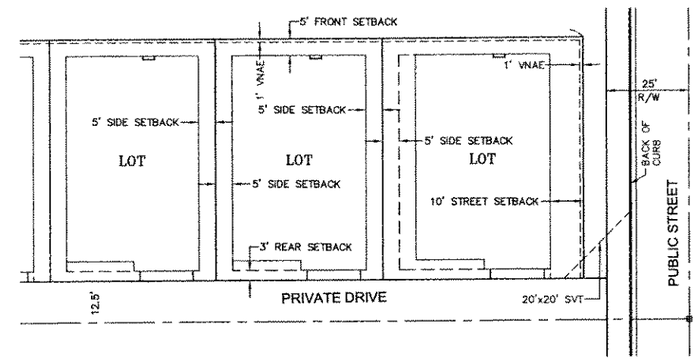
TOTAL AREA 381,974 SQ. FT. OR 8.7689 ACRES MORE OR LESS

LAND USE TABLE

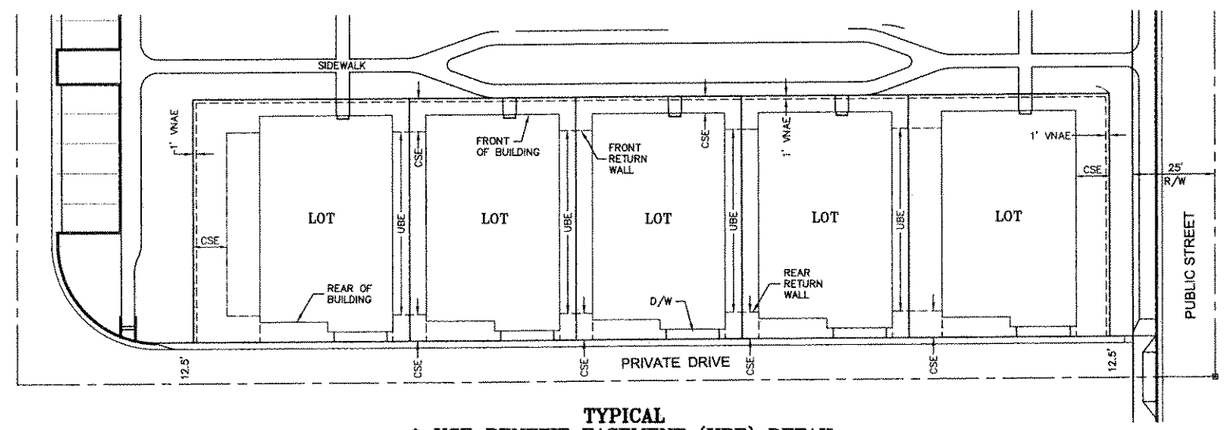
GROSS ACREAGE AREA	23.32 ACRES
RIGHT-OF-WAY	2.17 ACRES
NET ACREAGE	21.15 ACRES
AREA OF TRACTS	12.39 ACRES
AREA OF LOTS	8.77 ACRES
TOTAL NUMBER OF LOTS	94 LOTS
OVERALL DENSITY	4.03 DU/GROSS AC
AVERAGE AREA PER LOT	4,063 SF
MINIMUM LOT AREA	3,650 SF

900 SERIES CASITA		
	DEVELOPMENT STANDARDS	MINIMUM LOT SIZE
PRODUCT	CASITA	FRONT
FRONT SETBACK	5'	73'
REAR SETBACK	3'	
INTERNAL SIDE SETBACK	5'	
STREET SETBACK	10'	
LOT COVERAGE	60%	50' REAR
MAX BUILDING HEIGHT	1 STORY-30'	

MINIMUM LOT SIZES



TYPICAL LOT SETBACK DETAIL
(N.T.S.)

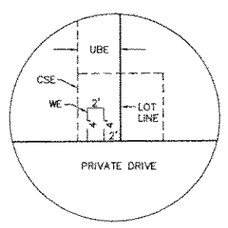


TYPICAL
* USE BENEFIT EASEMENT (UBE) DETAIL
* COMMON OPEN SPACE EASEMENT (CSE) DETAIL

TRACT TABLE

TRACT	AREA (acres)	DESCRIPTION OF USE
A	0.884	RETENTION/LANDSCAPE/IRRIGATION/PUE/SWE/SVT
B	3.518	RETENTION/LANDSCAPE/IRRIGATION/AMENITIES/PUE/SWE/SVT
C	2.797	RETENTION/LANDSCAPE/AMENITIES/PUE/SWE/SVT
D	0.422	LANDSCAPE/PUE/SVT
E	0.370	LANDSCAPE/WE/DRAINAGE/PUE/SVT
F	0.259	LANDSCAPE/DRAINAGE/PUE/SVT
G	0.572	LANDSCAPE/DRAINAGE/PUE/SVT
H	0.223	LANDSCAPE/DRAINAGE/PUE/SVT
I	0.223	LANDSCAPE/DRAINAGE/PUE/SVT
J	0.220	LANDSCAPE/DRAINAGE/PUE/SVT
K	1.952	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/REFUSE COLLECTION
L	0.848	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/REFUSE COLLECTION
O	0.100	PARKING/DRAINAGE/PUE/SWE
TOTAL	12.388	

NOTE: NOT ALL OF THE EASEMENTS LISTED IN THE TRACT SUMMARY TABLE ENCOMPASS THE ENTIRE TRACT.



TYPICAL WATER EASEMENT POPOUT DETAIL
N.T.S.

COMMON OPEN SPACE EASEMENT

1. PEDESTRIAN INGRESS AND EGRESS FOR LOTS SHOWN ON SAID PLAT IS PROVIDED BY A COMMON OPEN SPACE EASEMENT (CSE), EXTENDING INTO EACH LOT FROM THE LOT LINE TO THE FRONT OR SIDE OF THE BUILDING OR THE FRONT, SIDE OR REAR RETURN WALL, AS SHOWN ON THE TYPICAL COMMON OPEN SPACE EASEMENT DETAIL.
2. THE CSE MAY BE USED FOR PEDESTRIAN INGRESS AND EGRESS, DRAINAGE CONVEYANCE, LANDSCAPE AND MAINTENANCE ACCESS.
3. PARKING IS PROHIBITED WITHIN THE CSE.
4. PUBLIC UTILITY EASEMENTS (PUE), MAY CROSS PORTIONS OF THE CSE, AS SHOWN ON THIS PLAT.
5. ADDITIONAL USES, TERMS, CONDITIONS AND RESTRICTIONS GOVERNING THE CSE ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS PLAT TO BE RECORDED HEREAFTER.
6. THE ACTUAL CSE WIDTH WILL VARY AND BE DETERMINED BY THE LOCATION OF THE BUILDINGS AND RETURN WALLS CONSTRUCTED ON THE LOTS AS THE WIDTH OF THE CSE SHALL EXTEND FROM THE LOT LINE TO THE OUTSIDE FACE OF THE BUILDING AND THE OUTSIDE FACE OF THE RETURN WALL.

USE AND BENEFIT EASEMENT

1. LOTS SHOWN ON SAID PLAT SHALL HAVE A PRIVATE USE AND BENEFIT EASEMENT (UBE) OF NOT LESS THAN FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE TO THE EXTERIOR BUILDING STEM WALL OF THE AFFECTED LOT) AND EXTENDING FROM THE FRONT RETURN WALL OF THE AFFECTED LOT TO THE REAR RETURN WALL OF THE AFFECTED LOT, ALL AS ILLUSTRATED ON THE TYPICAL USE BENEFIT EASEMENT DETAIL.
2. THE UBE MAY BE USED (1) BY THE BENEFITED LOT FOR LANDSCAPING, DRAINAGE CONVEYANCE AND MAINTENANCE PURPOSES AND (2) BY THE AFFECTED LOT FOR DRAINAGE CONVEYANCE AND FOR MAINTENANCE OF THE SIDE YARD RETURN WALL AND THE EXTERIOR PORTION OF THE RESIDENCE AND RETURN.
3. PERMANENT HARDSCAPE STRUCTURES (EXCEPT SIDEYARD WALLS) AS DEFINED BY THE COVENANTS, CONDITIONS, RESTRICTIONS ARE PROHIBITED WITHIN THE UBE.
4. USES AND TERMS, CONDITIONS AND RESTRICTIONS GOVERNING THE UBE'S ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS PLAT TO BE RECORDED HEREAFTER.
5. THE ACTUAL UBE LENGTH SHALL BE DETERMINED BY THE LOCATION OF THE RETURN WALLS CONSTRUCTED ON THE LOTS AS THE LENGTH OF THE UBE SHALL EXTEND FROM THE OUTSIDE FACE OF THE FRONT RETURN WALL TO THE OUTSIDE FACE OF THE REAR RETURN WALL.

REVISIONS

M2 Group, Inc.
4654 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7487
fax: (480) 539-2810

FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 7
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21762
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06134TH

6134FP10.DWG

SHEET NO. 10

10 OF 10

S:\2006\06134TH (Roosevelt Park, Parcel 7)\Plat\6134FP10.dwg, 06/28/2007 8:46:35 AM

FINAL PLAT
FOR
"ROOSEVELT PARK, PARCEL 8"
A SUBDIVISION OF PARCEL 8 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK __, PAGE__, M.C.R., LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, T1N, R1E OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ROOSEVELT PARK, PARCEL 8", A SUBDIVISION OF PARCEL 8 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK ___, PAGE___, M.C.R., LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ROOSEVELT PARK, PARCEL 8" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DEDICATES TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES.

THE PUBLIC STREETS (GARFIELD STREET AND 110TH AVENUE) SHOWN HEREON ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC AND SHALL BE MAINTAINED BY THE CITY. THE PUBLIC UTILITY EASEMENTS (PUE) SHOWN HEREON ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC.

TRACTS "I", "J" AND "K" ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION AS PRIVATE DRIVES OVER WHICH IS HEREBY DEDICATED AN EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES, WATER, SEWER, REFUSE COLLECTION AND EMERGENCY AND SERVICE TYPE VEHICLES. THE ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACTS "I", "J" AND "K".

IN WITNESS WHEREOF:
ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ______________ DAY OF ______________, 2007.

BY: ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY ______________________________ DATE ________

ITS ______________________

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF ______________, 2007, ______________
PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE ______________ OF ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:______________________________
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY'S INTEREST UNDER DEED OF TRUST DATED __________, _____ AND RECORDED ON __________, _____ AS DOCUMENT NO. _____-________ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AND DOES HEREBY RATIFY THE FINAL PLAT, THIS _____ DAY OF __________, 2007.

KEYBANK NATIONAL ASSOCIATION

BY:______________________________

TITLE:______________________________

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE ___ DAY OF ______________, 2007, ______________
PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE ______________ OF KEYBANK NATIONAL ASSOCIATION, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:______________________________
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

FLOOD ZONING

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 0413C2085G, DATED SEPTEMBER 30, 2005. FLOOD ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

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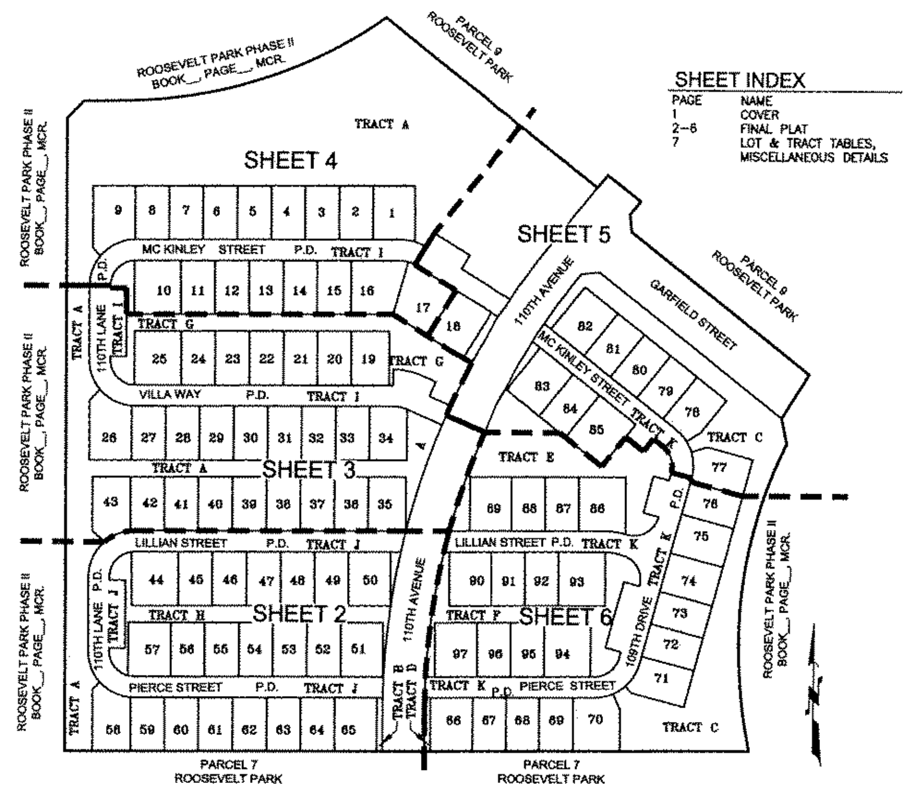
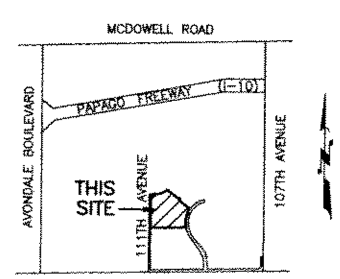


KEY MAP
1"=100'

SHEET INDEX

PAGE	NAME
1	COVER
2–6	FINAL PLAT
7	LOT & TRACT TABLES, MISCELLANEOUS DETAILS



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

PARCEL 8 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK ____, PAGE ___, MCR.

BENCHMARK

ELEVATIONS ARE BASED ON CITY OF AVONDALE BENCHMARK #122 BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 107TH AVENUE AND VAN BUREN.
ELEVATION: 1005.43 (CITY OF AVONDALE) (SHOT ON 7/11/06)

BASIS OF BEARING

THE SOUTH LINE OF THE SE ¼ OF SEC. 6, T1N, R1E, WHICH BEARS N 88°52'29" E BASED ON THE FINAL PLAT OF ROOSEVELT PARK UNIT 1 RECORDED IN BOOK 716, PAGE 47, MCR.

OWNER/DEVELOPER
ROOSEVELT PARK DEVELOPMENT, L.L.C.
890 WEST ELLIOT ROAD
SUITE 110
GILBERT, ARIZONA 85233
PH: (480) 821-8000
FAX: (480) 821-8300
CONTACT: TERRY BRAFFORD

ENGINEER
M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F-6020
AVONDALE, ARIZONA 85323
PHONE: (480) 396-1840
FAX: (623) 643-9850
CONTACT: PHILLIP ALLRED

SURVEYOR
M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539-7497
FAX: (480) 539-2810
CONTACT: SCOTT A. NELSON

NOTES

1. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVES IS TO BE MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION".

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR 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 BASINS INTO COMPLIANCE.

8. PRIVATE DRIVES WILL REMAIN OPEN TO THE SKY.

9. THE CITY OF AVONDALE IS NOT RESPONSIBLE FOR PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS ON PRIVATE DRIVES.

10. ALL PRIVATE DRIVES ARE DESIGNATED FIRE LANES.

11. THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE DRIVES INCLUDING PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS.

12. ALL UTILITIES AND STREETS FOR EACH POD SHALL BE INSTALLED PRIOR TO VERTICAL CONSTRUCTION.

13. SIGHT VISIBILITY TRIANGLE EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPE (MATURE) OVER 2' IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7.

14. TRACTS A THROUGH H ARE COMMON AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" FOR THE PURPOSES SHOWN HEREON SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ROOSEVELT PARK PHASE II TO BE RECORDED HEREAFTER.

15. WATER EASEMENT DETAIL, TRACT USES, LOT AREA TABLES, LAND USE TABLE, MINIMUM LOT SIZES DETAIL, TYPICAL LOT SETBACK DETAIL AND TYPICAL USE BENEFIT EASEMENT AND COMMON OPEN SPACE EASEMENT DETAIL ARE LOCATED ON SHEET 7.

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.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF __________, 2007.

______________________________ ________
MAYOR DATE

______________________________ ________
ATTEST, CITY CLERK DATE

______________________________ ________
CITY ENGINEER DATE

LEGEND

(line)	SECTION LINE
(heavy line)	SUBDIVISION BOUNDARY
(dashed line)	CENTERLINE
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
R/W	RIGHT OF WAY
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
SVT1	20'x20' SIGHT VISIBILITY TRIANGLE EASEMENT
SVT2	33'x33' SIGHT VISIBILITY TRIANGLE EASEMENT
CSE	COMMON OPEN SPACE EASEMENT
UBE	USE AND BENEFIT EASEMENT
WSE	WATER AND SEWER EASEMENT
MCR	MARICOPA COUNTY RECORDS
WE	WATER EASEMENT
◆	SECTION CORNER, AS NOTED
▣	SURVEY MONUMENT
△	CORNER OF SUBDIVISION, SURVEY MONUMENT W/CAP OR TAG RLS 21782 UNLESS NOTED OTHERWISE
FP	FINAL PLAT OF ROOSEVELT PARK PHASE II BOOK ______, PAGE ______ MCR
P.D.	PRIVATE DRIVE
VNAE	VEHICULAR NON-ACCESS EASEMENT

CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF SEVEN (7) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 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 CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR CERTIFICATE NO. 21782 SCOTT A. NELSON ARIZONA, U.S.A.

REVISIONS:

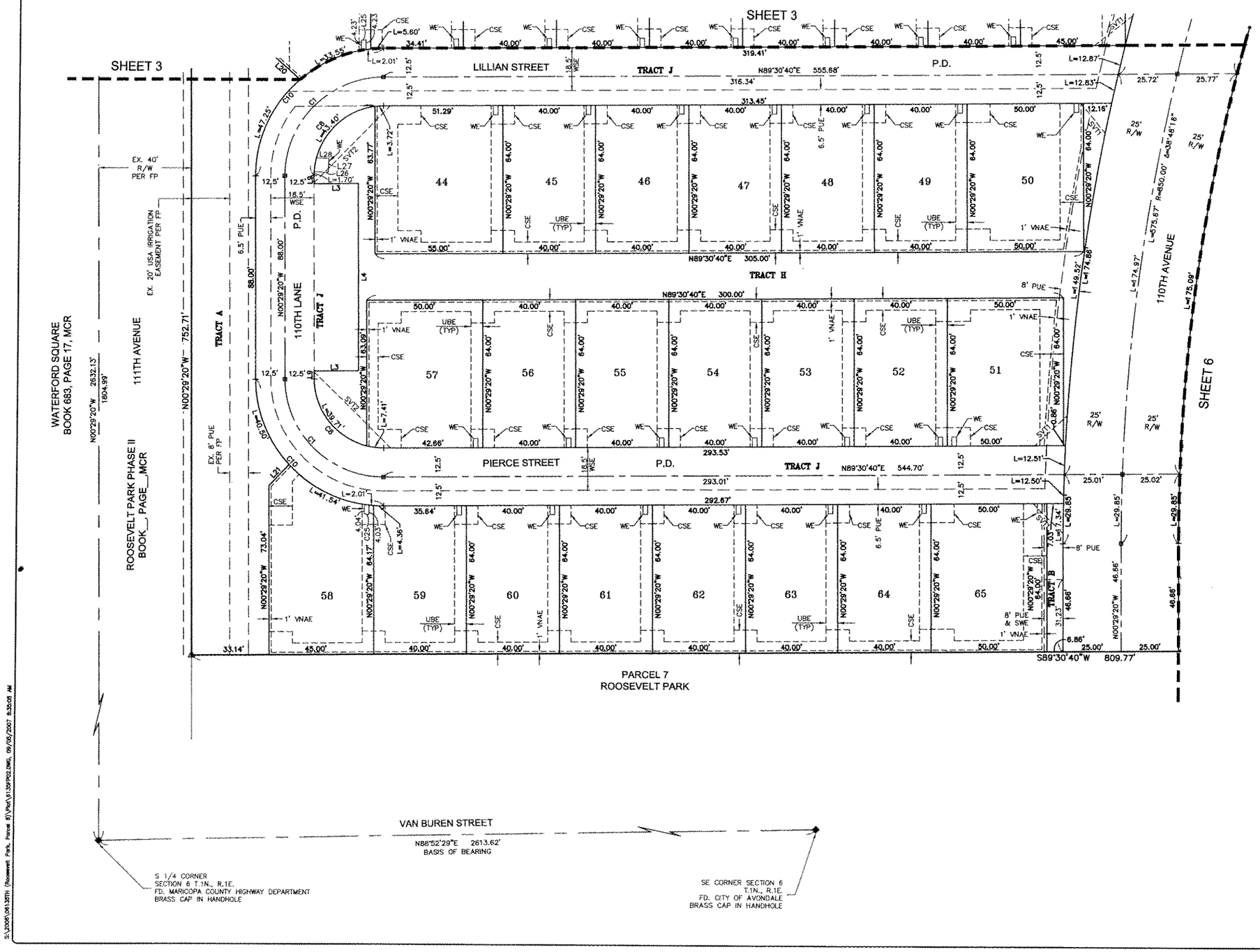
M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT
PROJECT: ROOSEVELT PARK, PARCEL 8
AVONDALE, ARIZONA

FP-06-

DATE PREPARED: 9/05/07

JOB NO. 06135TH
6135FP01.DWG
SHEET NO. 1
1 OF 7



LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°27'05"W	19.00'
L2	S58°32'49"E	50.00'
L3	S89°30'40"W	19.00'
L4	S00°29'20"E	81.00'
L5	N00°29'20"W	19.00'
L6	S89°30'40"W	0.50'
L7	S66°42'28"E	19.06'
L8	N23°17'32"E	19.00'
L9	S00°29'20"E	3.50'
L10	S75°08'00"E	19.00'
L11	S14°52'00"W	81.00'
L12	S75°08'00"E	4.77'
L13	S14°52'00"W	45.00'
L14	N38°18'05"E	19.00'
L15	N51°40'55"W	27.00'
L16	N83°43'37"E	21.38'
L17	S44°37'09"E	13.24'
L18	S57°44'21"W	20.00'
L19	N43°50'20"E	17.99'
L20	S48°09'28"E	19.83'
L21	N43°09'19"E	12.47'
L22	N24°02'11"W	20.00'
L23	N41°50'20"W	10.63'
L24	S72°17'36"W	20.00'
L25	N80°45'43"E	2.02'
L26	N87°53'58"W	6.00'
L27	S02°06'02"W	6.00'
L28	N87°53'58"W	5.32'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	86.76'	42.50'	90°00'00"
C2	30.66'	55.00'	31°56'25"
C3	34.84'	30.00'	66°32'55"
C4	63.88'	55.00'	66°32'55"
C5	39.08'	30.00'	74°38'40"
C6	71.65'	55.00'	74°38'40"
C7	16.72'	30.00'	31°56'25"
C8	47.12'	30.00'	90°00'00"
C9	15.56'	37.50'	23°46'53"
C10	86.39'	55.00'	90°00'00"
C11	33.83'	81.50'	23°46'53"
C12	49.36'	42.50'	66°32'55"
C13	55.37'	42.50'	74°38'40"
C14	23.69'	42.50'	31°56'25"
C15	20.75'	50.00'	23°46'53"
C16	19.43'	72.50'	15°21'20"
C17	16.06'	60.00'	15°21'20"
C18	22.78'	85.00'	15°21'20"
C19	2.00'	59.00'	01°56'41"
C20	2.00'	33.50'	03°25'36"
C21	2.01'	59.00'	01°56'50"
C22	2.02'	59.00'	01°57'30"
C23	6.00'	61.00'	05°38'17"
C24	2.05'	59.00'	01°59'29"
C25	2.02'	59.00'	01°57'27"

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
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tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 8
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 8-29-07
ARIZONA, U.S.A.

JOB NO.
06135TH

6135FP02.DWG

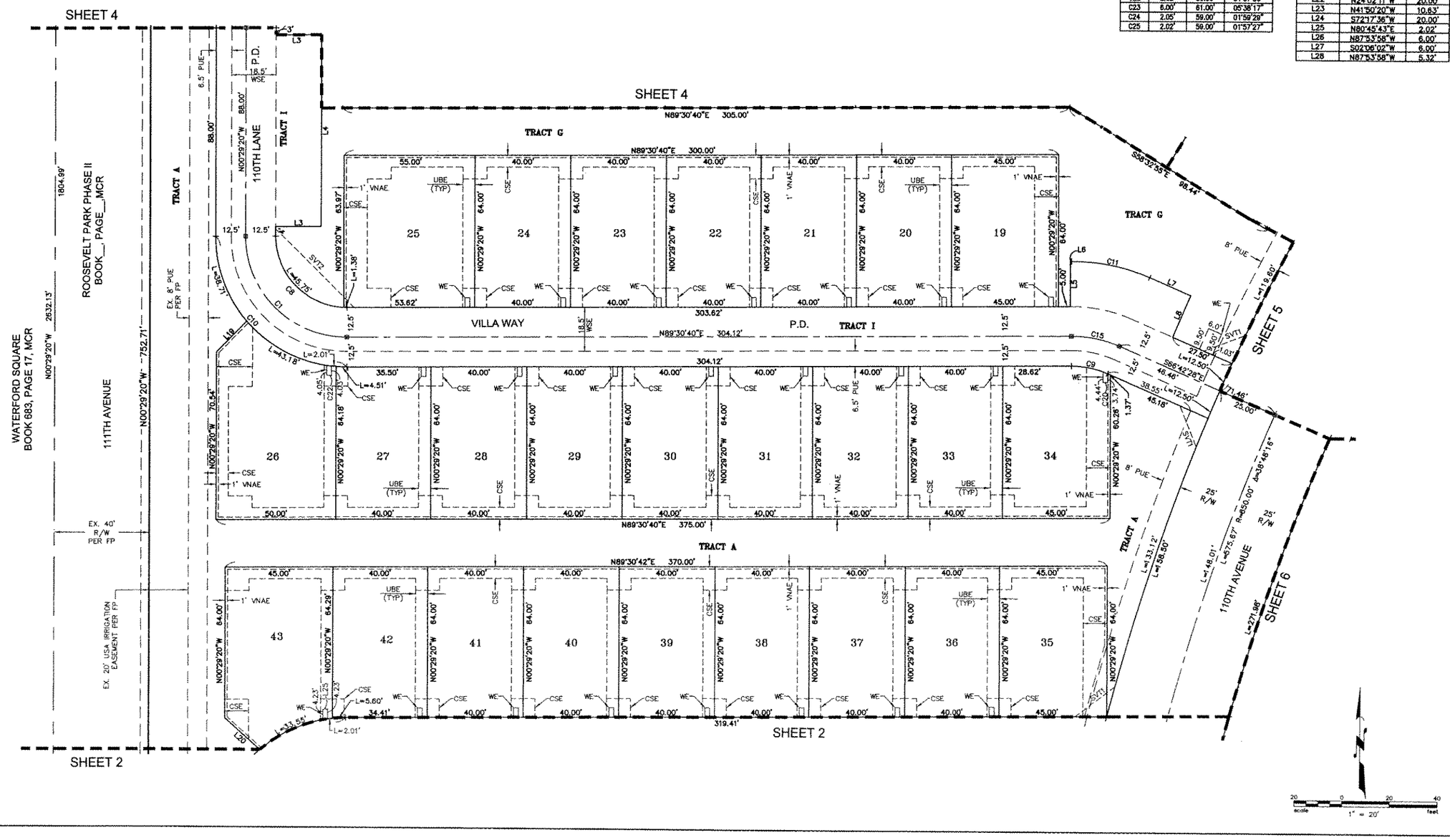
SHEET NO.
2

2 OF 7

S:\2006\06135TH (Roosevelt Park, Parcel 8)\Plat\6135FP02.DWG, 09/05/2007 8:30:05 AM

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	86.76'	42.50'	90°00'00"
C2	30.66'	55.00'	31°56'25"
C3	34.84'	30.00'	66°32'55"
C4	63.88'	55.00'	66°32'55"
C5	39.08'	30.00'	74°38'40"
C6	71.85'	55.00'	74°38'40"
C7	16.72'	30.00'	31°56'25"
C8	47.12'	30.00'	90°00'00"
C9	15.56'	37.50'	23°46'53"
C10	86.39'	55.00'	90°00'00"
C11	33.83'	81.50'	23°46'53"
C12	49.36'	42.50'	66°32'55"
C13	55.37'	42.50'	74°38'40"
C14	23.69'	42.50'	31°56'25"
C15	20.75'	50.00'	23°46'53"
C16	19.43'	72.50'	15°21'20"
C17	16.08'	60.00'	15°21'20"
C18	22.78'	85.00'	15°21'20"
C19	2.00'	59.00'	01°56'41"
C20	2.00'	33.50'	03°25'38"
C21	2.01'	59.00'	01°56'50"
C22	2.02'	59.00'	01°57'30"
C23	6.00'	61.00'	05°38'17"
C24	2.05'	59.00'	01°59'29"
C25	2.02'	59.00'	01°57'27"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°27'05"W	19.00'
L2	S58°32'49"E	50.00'
L3	S89°30'40"W	19.00'
L4	S00°29'20"E	81.00'
L5	N00°29'20"W	19.00'
L6	S89°30'40"W	0.50'
L7	S66°42'28"E	19.06'
L8	N23°17'32"E	19.00'
L9	S00°29'20"E	3.50'
L10	S75°08'00"E	19.00'
L11	S14°52'00"W	81.00'
L12	S75°08'00"E	4.77'
L13	S14°52'00"W	45.00'
L14	N36°19'05"E	19.00'
L15	N51°40'55"W	27.00'
L16	N83°43'37"E	21.36'
L17	S44°37'09"E	13.24'
L18	S57°44'21"W	20.00'
L19	N43°50'20"E	17.99'
L20	S48°09'28"E	19.83'
L21	N43°09'19"E	12.47'
L22	N24°02'11"W	20.00'
L23	N41°50'20"W	10.63'
L24	S72°17'36"W	20.00'
L25	N80°45'43"E	2.02'
L26	N87°53'58"W	6.00'
L27	S02°06'02"W	6.00'
L28	N87°53'58"W	5.32'



REVISIONS

M2 Group, Inc.
4654 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 8
AVONDALE, ARIZONA

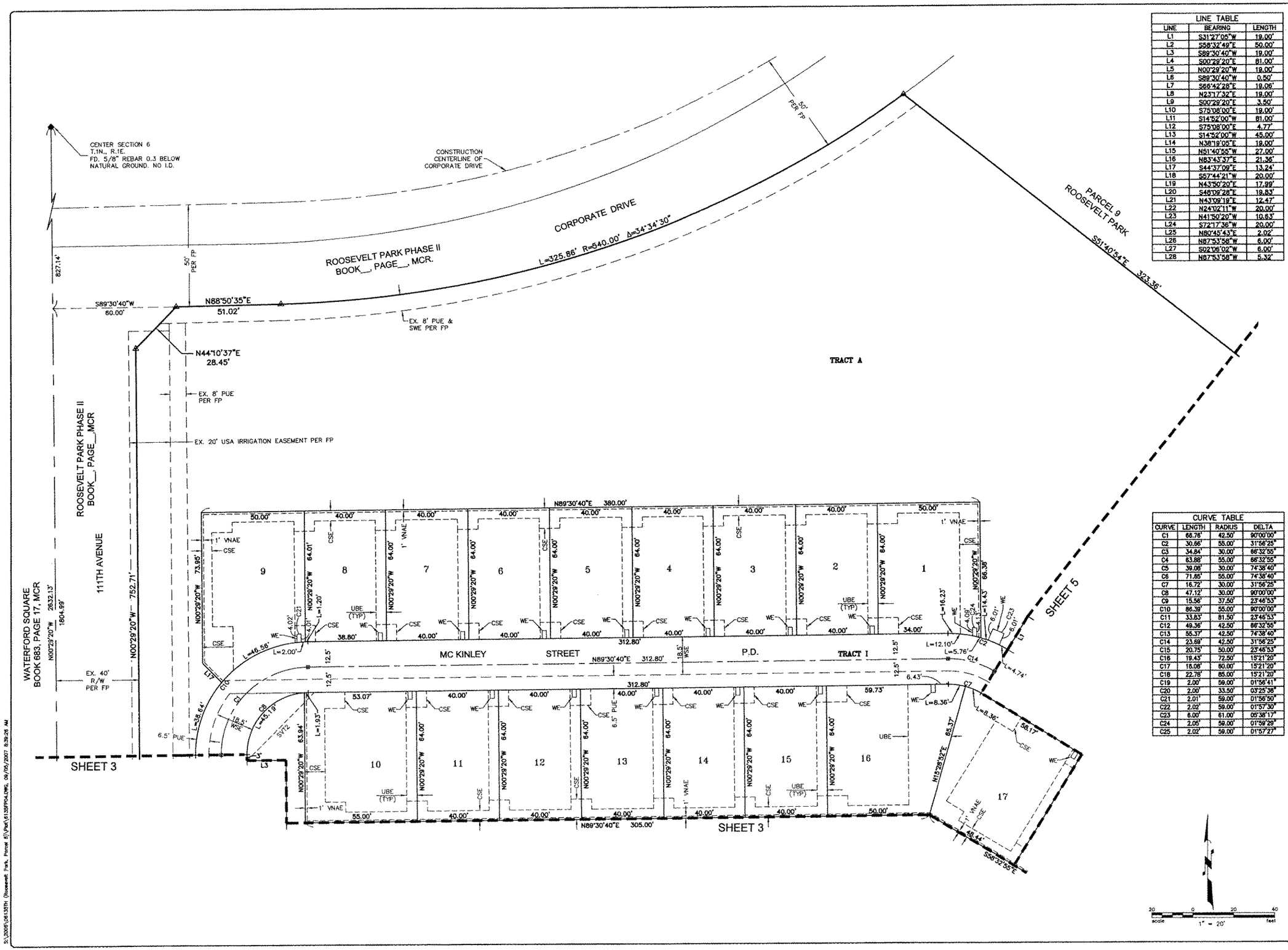
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06135TH

6135FP03.DWG

SHEET NO.
3

3 OF 7



LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°27'05"W	19.00'
L2	S59°32'49"E	50.00'
L3	S89°30'40"W	19.00'
L4	S00°29'20"E	81.00'
L5	N00°29'20"W	19.00'
L6	S89°30'40"W	0.50'
L7	S66°42'28"E	19.06'
L8	N23°17'32"E	19.00'
L9	S00°29'20"E	3.50'
L10	S75°08'00"E	19.00'
L11	S14°52'00"W	81.00'
L12	S75°08'00"E	4.77'
L13	S14°52'00"W	45.00'
L14	N38°19'05"E	19.00'
L15	N51°40'55"W	27.00'
L16	N83°43'37"E	21.36'
L17	S44°37'09"E	13.24'
L18	S57°44'21"W	20.00'
L19	N43°50'20"E	17.99'
L20	S48°09'28"E	19.83'
L21	N43°09'19"E	12.47'
L22	N24°02'11"W	20.00'
L23	N41°50'20"W	10.63'
L24	S72°17'36"W	20.00'
L25	N80°45'43"E	2.02'
L26	N87°53'58"W	6.00'
L27	S02°06'02"W	6.00'
L28	N87°53'58"W	5.32'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	66.76'	42.50'	90°00'00"
C2	30.66'	55.00'	31°56'25"
C3	34.84'	30.00'	66°32'55"
C4	63.88'	55.00'	66°32'55"
C5	39.06'	30.00'	74°38'40"
C6	71.65'	55.00'	74°38'40"
C7	16.72'	30.00'	31°56'25"
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C9	15.56'	37.50'	23°46'53"
C10	86.39'	55.00'	90°00'00"
C11	33.83'	81.50'	23°46'53"
C12	49.36'	42.50'	66°32'55"
C13	55.37'	42.50'	74°38'40"
C14	23.69'	42.50'	31°56'25"
C15	20.75'	50.00'	23°46'53"
C16	19.43'	72.50'	15°21'20"
C17	18.08'	80.00'	15°21'20"
C18	22.78'	85.00'	15°21'20"
C19	2.00'	59.00'	01°56'41"
C20	2.00'	33.50'	03°25'38"
C21	2.01'	59.00'	01°56'50"
C22	2.02'	59.00'	01°57'30"
C23	6.00'	61.00'	05°38'17"
C24	2.05'	59.00'	01°59'29"
C25	2.02'	59.00'	01°57'27"

REVISIONS:

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FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 8
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 4-4-07
ARIZONA, U.S.A.

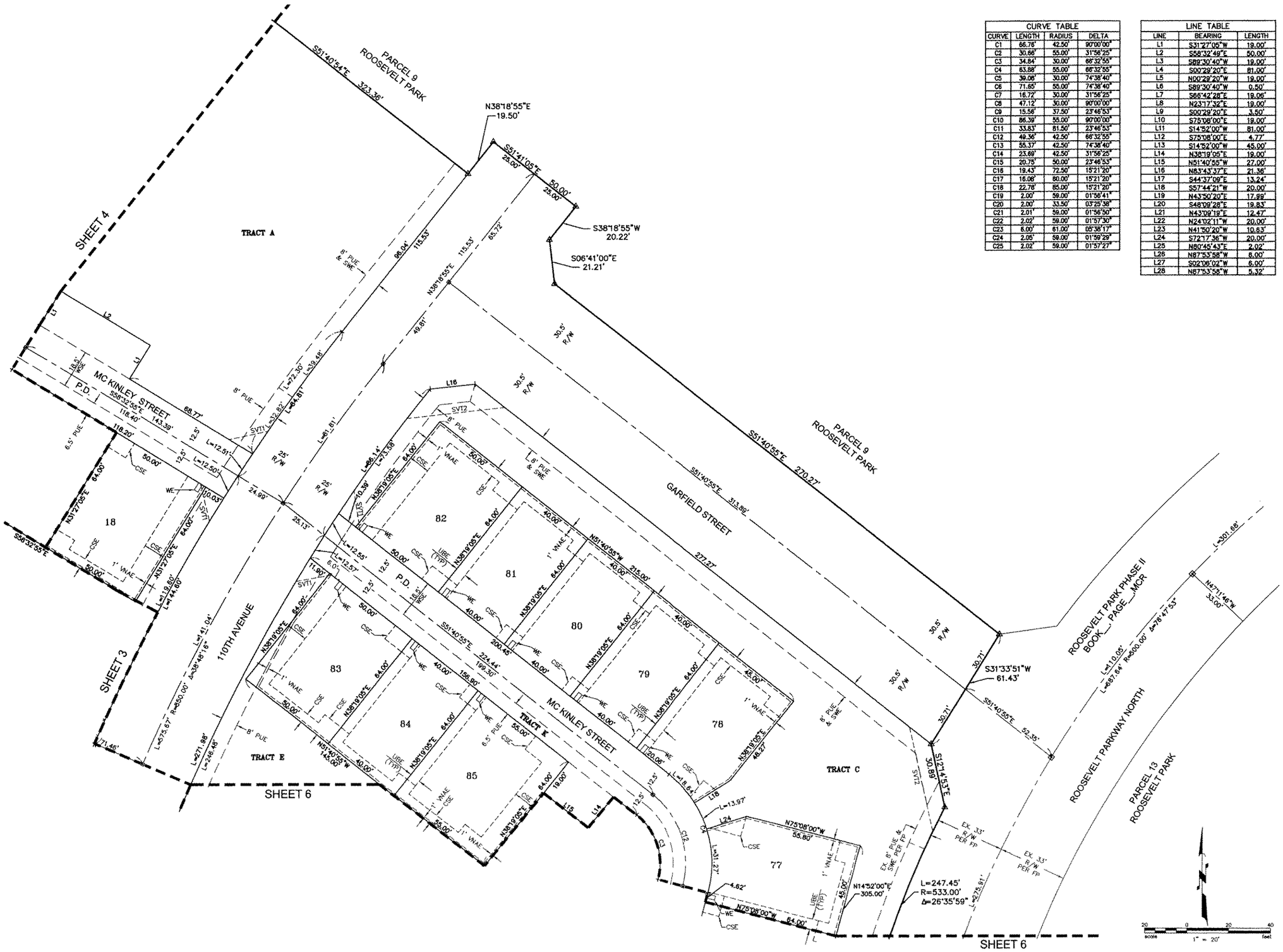
JOB NO.
06135TH

6135FP04.DWG

SHEET NO.
4

4 OF 7

S:\2006\06135TH (Roosevelt Park, Parcel 8)\Plat\6135FP04.DWG, 09/05/2007 8:39:26 AM



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	86.76'	42.50'	90°00'00"
C2	30.86'	55.00'	31°56'25"
C3	34.84'	30.00'	66°32'55"
C4	63.88'	55.00'	66°32'55"
C5	39.08'	30.00'	74°38'40"
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C18	22.78'	85.00'	15°21'20"
C19	2.00'	59.00'	01°56'41"
C20	2.00'	33.50'	03°25'38"
C21	2.01'	59.00'	01°56'50"
C22	2.02'	59.00'	01°57'30"
C23	6.00'	61.00'	05°36'17"
C24	2.05'	59.00'	01°59'29"
C25	2.02'	59.00'	01°57'27"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°27'05"W	19.00'
L2	S58°32'49"E	50.00'
L3	S89°30'40"W	19.00'
L4	S00°29'20"E	81.00'
L5	N00°29'20"W	19.00'
L6	S89°30'40"W	0.50'
L7	S66°42'28"E	19.06'
L8	N23°17'32"E	19.00'
L9	S00°29'20"E	3.50'
L10	S75°08'00"E	19.00'
L11	S14°52'00"W	81.00'
L12	S75°08'00"E	4.77'
L13	S14°52'00"W	45.00'
L14	N38°19'05"E	19.00'
L15	N51°40'55"W	27.00'
L16	N83°43'37"E	21.36'
L17	S44°37'09"E	13.24'
L18	S57°44'21"W	20.00'
L19	N43°50'20"E	17.99'
L20	S48°09'28"E	19.83'
L21	N43°09'19"E	12.47'
L22	N24°02'11"W	20.00'
L23	N41°50'20"W	10.83'
L24	S72°17'36"W	20.00'
L25	N80°45'43"E	2.02'
L26	N87°53'58"W	6.00'
L27	S02°06'02"W	6.00'
L28	N87°53'58"W	5.32'

REVISIONS:

M2 Group, Inc.
4654 E. Baseline Road
Suite 7
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 8
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A. NELSON
ARIZONA, U.S.A.

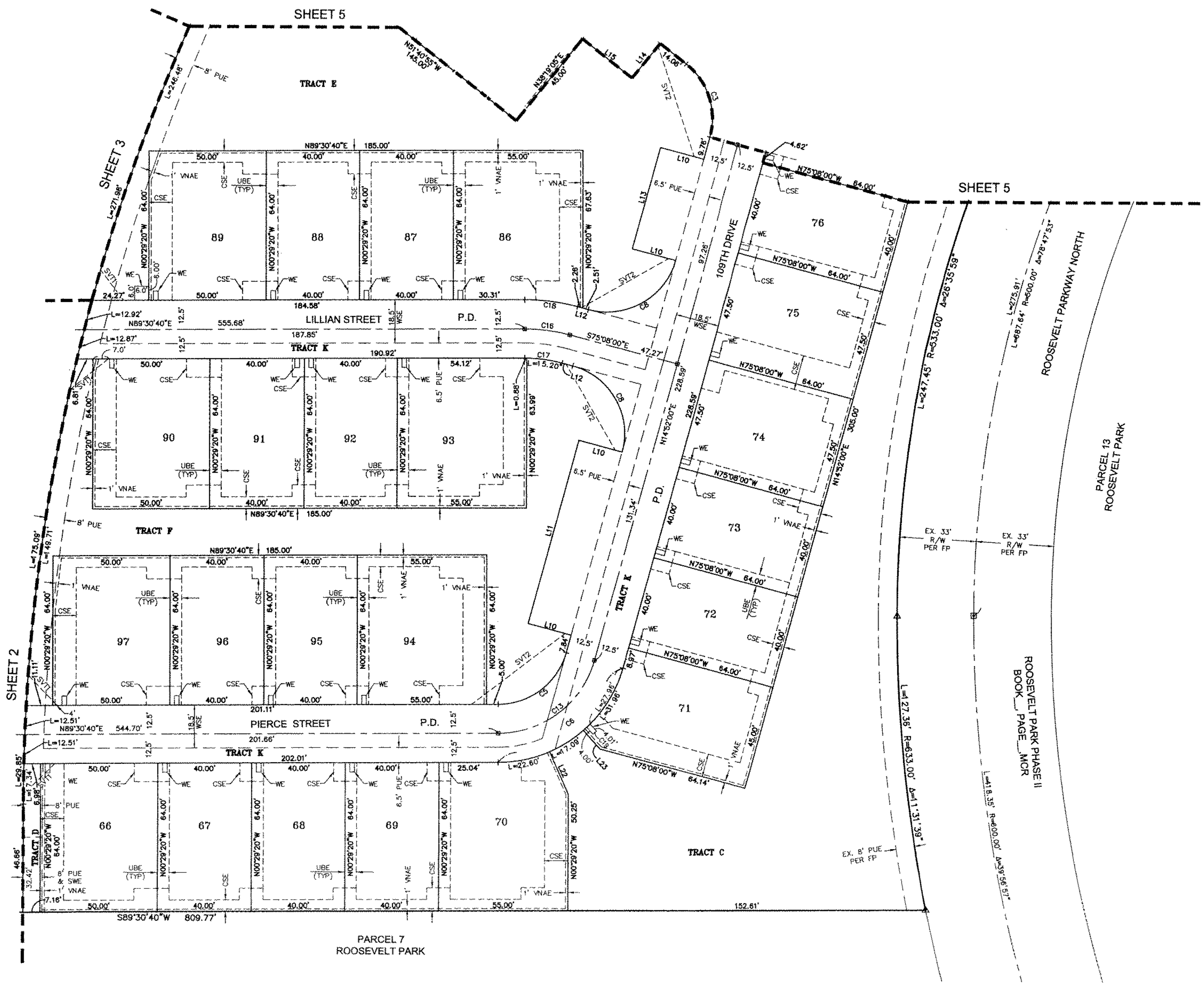
JOB NO.
06135TH

6135FP05.DWG

SHEET NO.
5

5 OF 7

S:\2006\06135TH (Roosevelt Park, Parcel 8)\Plat\6135FP05.DWG, 06/05/2007 8:40:38 AM



LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°27'05"W	19.00'
L2	S58°32'49"E	50.00'
L3	S89°30'40"W	19.00'
L4	S00°29'20"E	81.00'
L5	N00°29'20"W	19.00'
L6	S89°30'40"W	0.50'
L7	S66°42'28"E	19.06'
L8	N23°17'32"E	19.00'
L9	S00°29'20"E	3.50'
L10	S75°08'00"E	19.00'
L11	S14°52'00"W	81.00'
L12	S75°08'00"E	4.77'
L13	S14°52'00"W	45.00'
L14	N38°19'05"E	19.00'
L15	N51°40'55"W	27.00'
L16	N83°43'37"E	21.36'
L17	S44°37'09"E	13.24'
L18	S57°44'21"W	20.00'
L19	N43°50'20"E	17.99'
L20	S48°09'28"E	19.83'
L21	N43°09'19"E	12.47'
L22	N24°02'11"W	20.00'
L23	N41°50'20"W	10.63'
L24	S72°17'36"W	20.00'
L25	N80°45'43"E	2.02'
L26	N87°53'58"W	6.00'
L27	S02°06'02"W	6.00'
L28	N87°53'58"W	5.32'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	66.76'	42.50'	90°00'00"
C2	30.66'	55.00'	31°56'25"
C3	34.84'	30.00'	66°32'55"
C4	63.88'	55.00'	66°32'55"
C5	39.08'	30.00'	74°38'40"
C6	71.65'	55.00'	74°38'40"
C7	16.72'	30.00'	31°56'25"
C8	47.12'	30.00'	90°00'00"
C9	15.56'	37.50'	23°46'53"
C10	86.39'	55.00'	90°00'00"
C11	33.83'	81.50'	23°46'53"
C12	49.36'	42.50'	66°32'55"
C13	55.37'	42.50'	74°38'40"
C14	23.69'	42.50'	31°56'25"
C15	20.75'	50.00'	23°46'53"
C16	19.43'	72.50'	15°21'20"
C17	16.08'	60.00'	15°21'20"
C18	22.78'	85.00'	15°21'20"
C19	2.00'	59.00'	01°56'41"
C20	2.00'	33.50'	03°25'38"
C21	2.01'	59.00'	01°56'50"
C22	2.02'	59.00'	01°57'30"
C23	6.00'	61.00'	05°38'17"
C24	2.05'	59.00'	01°59'29"
C25	2.02'	59.00'	01°57'27"

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FINAL PLAT

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CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06135TH

6135FP06.DWG

SHEET NO. 6

6 OF 7

S:\2006\06135TH (Roosevelt Park, Parcel 8)\Plat\6135FP06.DWG, 09/05/2007 8:44:43 AM

LOT AREA TABLE

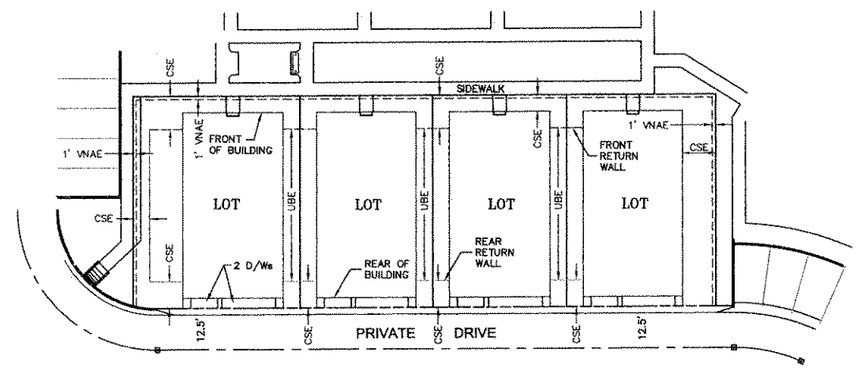
DESCRIPTION	AREA		WIDTH	DEPTH
LOT 1	3,213 SQ. FT.	0.0738 ACRES	50.00 FT.	64.00 FT.
LOT 2	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 3	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 4	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 5	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 6	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 7	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 8	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 9	3,585 SQ. FT.	0.0823 ACRES	50.00 FT.	64.01 FT.
LOT 10	3,520 SQ. FT.	0.0808 ACRES	55.00 FT.	64.00 FT.
LOT 11	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 12	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 13	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 14	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 15	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 16	3,783 SQ. FT.	0.0868 ACRES	50.00 FT.	64.00 FT.
LOT 17	3,683 SQ. FT.	0.0846 ACRES	48.44 FT.	64.00 FT.
LOT 18	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 19	2,880 SQ. FT.	0.0661 ACRES	45.00 FT.	64.00 FT.
LOT 20	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 21	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 22	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 23	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 24	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 25	3,520 SQ. FT.	0.0808 ACRES	55.00 FT.	64.00 FT.
LOT 26	3,611 SQ. FT.	0.0829 ACRES	50.00 FT.	64.18 FT.
LOT 27	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 28	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 29	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 30	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 31	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 32	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 33	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 34	2,860 SQ. FT.	0.0657 ACRES	45.00 FT.	64.00 FT.
LOT 35	2,880 SQ. FT.	0.0661 ACRES	45.00 FT.	64.00 FT.
LOT 36	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 37	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 38	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 39	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 40	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 41	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 42	2,561 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 43	3,129 SQ. FT.	0.0718 ACRES	45.00 FT.	64.28 FT.
LOT 44	3,520 SQ. FT.	0.0808 ACRES	55.00 FT.	64.00 FT.
LOT 45	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 46	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 47	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 48	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 49	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 50	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 51	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 52	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 53	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 54	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 55	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 56	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 57	3,198 SQ. FT.	0.0734 ACRES	50.00 FT.	64.00 FT.
LOT 58	3,223 SQ. FT.	0.0740 ACRES	45.00 FT.	64.17 FT.
LOT 59	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 60	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 61	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 62	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 63	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 64	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 65	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 66	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 67	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 68	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 69	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 70	3,516 SQ. FT.	0.0807 ACRES	55.00 FT.	64.00 FT.
LOT 71	2,994 SQ. FT.	0.0687 ACRES	45.00 FT.	64.00 FT.
LOT 72	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 73	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 74	3,040 SQ. FT.	0.0698 ACRES	47.50 FT.	64.00 FT.
LOT 75	3,040 SQ. FT.	0.0698 ACRES	47.50 FT.	64.00 FT.
LOT 76	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 77	2,965 SQ. FT.	0.0681 ACRES	45.00 FT.	64.00 FT.
LOT 78	2,857 SQ. FT.	0.0656 ACRES	45.00 FT.	64.00 FT.
LOT 79	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 80	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 81	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 82	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 83	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 84	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 85	3,520 SQ. FT.	0.0808 ACRES	55.00 FT.	64.00 FT.
LOT 86	3,550 SQ. FT.	0.0815 ACRES	55.00 FT.	64.00 FT.
LOT 87	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 88	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 89	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 90	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.
LOT 91	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 92	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 93	3,520 SQ. FT.	0.0808 ACRES	55.00 FT.	64.00 FT.
LOT 94	3,520 SQ. FT.	0.0808 ACRES	55.00 FT.	64.00 FT.
LOT 95	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 96	2,560 SQ. FT.	0.0588 ACRES	40.00 FT.	64.00 FT.
LOT 97	3,200 SQ. FT.	0.0735 ACRES	50.00 FT.	64.00 FT.

TOTAL AREA 272,408 SQ. FT. OR 6.2536 ACRES MORE OR LESS

TRACT TABLE

TRACT	AREA (acres)	DESCRIPTION OF USE
A	2.778	RETENTION/LANDSCAPE/IRRIGATION/PUE/AMENITIES/ DRAINAGE/SWE/WE/SVT
B	0.010	LANDSCAPE/PUE/SWE/SVT
C	0.728	RETENTION/LANDSCAPE/AMENITIES/PUE/SVT
D	0.010	LANDSCAPE/PUE/SWE/SVT
E	0.359	LANDSCAPE/AMENITIES/DRAINAGE/PUE/SWE/SVT
F	0.210	LANDSCAPE/DRAINAGE/PUE/SWE/SVT
G	0.325	LANDSCAPE/DRAINAGE/PUE/SWE/WE/SVT
H	0.193	LANDSCAPE/DRAINAGE/PUE/SWE
I	0.680	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/REFUSE COLLECTION
J	0.512	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/REFUSE COLLECTION
K	0.636	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/REFUSE COLLECTION
TOTAL	6.441	

NOTE: NOT ALL OF THE EASEMENTS LISTED IN THE TRACT SUMMARY TABLE ENCOMPASS THE ENTIRE TRACT.



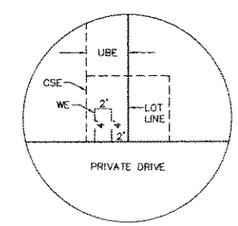
TYPICAL
*** USE BENEFIT EASEMENT (UBE) DETAIL**
*** COMMON OPEN SPACE EASEMENT (CSE) DETAIL**

COMMON OPEN SPACE EASEMENT

1. PEDESTRIAN INGRESS AND EGRESS FOR LOTS SHOWN ON SAID PLAT IS PROVIDED BY A COMMON OPEN SPACE EASEMENT (CSE), EXTENDING INTO EACH LOT FROM THE LOT LINE TO THE FRONT OR SIDE OF THE BUILDING OR THE FRONT, SIDE OR REAR RETURN WALL, AS SHOWN ON THE TYPICAL COMMON OPEN SPACE EASEMENT DETAIL.
2. THE CSE MAY BE USED FOR PEDESTRIAN INGRESS AND EGRESS, DRAINAGE CONVEYANCE, LANDSCAPE AND MAINTENANCE ACCESS.
3. PARKING IS PROHIBITED WITHIN THE CSE.
4. PUBLIC UTILITY EASEMENTS (PUE), MAY CROSS PORTIONS OF THE CSE, AS SHOWN ON THIS PLAT.
5. ADDITIONAL USES, TERMS, CONDITIONS AND RESTRICTIONS GOVERNING THE CSE ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS PLAT TO BE RECORDED HEREAFTER.
6. THE ACTUAL CSE WIDTH WILL VARY AND BE DETERMINED BY THE LOCATION OF THE BUILDINGS AND RETURN WALLS CONSTRUCTED ON THE LOTS AS THE WIDTH OF THE CSE SHALL EXTEND FROM THE LOT LINE TO THE OUTSIDE FACE OF THE BUILDING AND THE OUTSIDE FACE OF THE RETURN WALL.

USE AND BENEFIT EASEMENT

1. LOTS SHOWN ON SAID PLAT SHALL HAVE A PRIVATE USE AND BENEFIT EASEMENT (UBE) OF NOT LESS THAN FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE TO THE EXTERIOR BUILDING STEM WALL OF THE AFFECTED LOT) AND EXTENDING FROM THE FRONT RETURN WALL OF THE AFFECTED LOT TO THE REAR RETURN WALL OF THE AFFECTED LOT, ALL AS ILLUSTRATED ON THE TYPICAL USE BENEFIT EASEMENT DETAIL.
2. THE UBE MAY BE USED (1) BY THE BENEFITED LOT FOR LANDSCAPING, DRAINAGE CONVEYANCE AND MAINTENANCE PURPOSES AND (2) BY THE AFFECTED LOT FOR DRAINAGE CONVEYANCE AND FOR MAINTENANCE OF THE SIDE YARD RETURN WALL AND THE EXTERIOR PORTION OF THE RESIDENCE AND RETURN.
3. PERMANENT HARDSCAPE STRUCTURES (EXCEPT SIDEYARD WALLS) AS DEFINED BY THE COVENANTS, CONDITIONS, RESTRICTIONS ARE PROHIBITED WITHIN THE UBE.
4. USES AND TERMS, CONDITIONS AND RESTRICTIONS GOVERNING THE UBE'S ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS PLAT TO BE RECORDED HEREAFTER.
5. THE ACTUAL UBE LENGTH SHALL BE DETERMINED BY THE LOCATION OF THE RETURN WALLS CONSTRUCTED ON THE LOTS AS THE LENGTH OF THE UBE SHALL EXTEND FROM THE OUTSIDE FACE OF THE FRONT RETURN WALL TO THE OUTSIDE FACE OF THE REAR RETURN WALL.



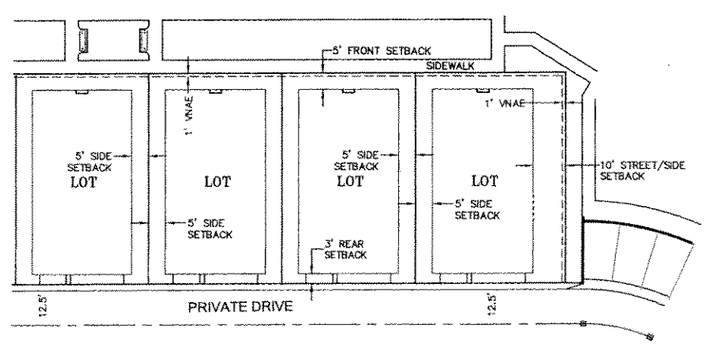
TYPICAL WATER EASEMENT POPOUT DETAIL
N.T.S.

LAND USE TABLE

GROSS ACREAGE AREA	13.95 ACRES
RIGHT-OF-WAY	1.26 ACRES
NET ACREAGE	12.69 ACRES
AREA OF TRACTS	6.44 ACRES
AREA OF LOTS	6.25 ACRES
TOTAL NUMBER OF LOTS	97 LOTS
OVERALL DENSITY	6.95 DU/GROSS AC
AVERAGE AREA PER LOT	2,808 SF
MINIMUM LOT AREA	2,560 SF

1200 SERIES LAUREL		
	DEVELOPMENT STANDARDS	MINIMUM LOT SIZE
PRODUCT	LAUREL	FRONT
FRONT SETBACK	5'	
REAR SETBACK	3'	64'
INTERNAL SIDE SETBACK	5'	
STREET SETBACK	10'	
LOT COVERAGE	63%	40' REAR
MAX BUILDING HEIGHT	2 STORY-30'	

MINIMUM LOT SIZES



TYPICAL LOT SETBACK DETAIL
(N.T.S.)

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2910

FINAL PLAT
PROJECT: ROOSEVELT PARK, PARCEL 8
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06135TH
6135FP07.DWG
SHEET NO. 7
7 OF 7

S:\2006\06135TH (Roosevelt Park, Parcel 8)\Plat\6135FP07.DWG, 09/06/2007 8:46:21 AM

FINAL PLAT
FOR
"ROOSEVELT PARK, PARCEL 9"

A SUBDIVISION OF PARCEL 9 OF ROOSEVELT PARK PHASE II
RECORDED IN BOOK __, PAGE__, M.C.R., LOCATED IN
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6,
T1N, R1E OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ROOSEVELT PARK, PARCEL 9", A SUBDIVISION OF PARCEL 9 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK ___, PAGE___ M.C.R., LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ROOSEVELT PARK, PARCEL 9" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DEDICATES TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES.

THE PUBLIC STREET (110TH AVENUE) SHOWN HEREON IS HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC AND SHALL BE MAINTAINED BY THE CITY. THE PUBLIC UTILITY EASEMENTS (PUE) SHOWN HEREON ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC.

TRACTS "J" AND "K" ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION AS PRIVATE DRIVES OVER WHICH IS HEREBY DEDICATED AN EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES, WATER, SEWER, REFUSE COLLECTION AND EMERGENCY AND SERVICE TYPE VEHICLES. THE ROOSEVELT PARK PHASE II COMMUNTY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF TRACTS "J" AND "K".

IN WITNESS WHEREOF:
ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2007.

BY: ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE __ DAY OF _____, 2007, _____
PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY'S INTEREST UNDER DEED OF TRUST DATED _____, _____ AND RECORDED ON _____, _____ AS DOCUMENT NO. _____-_____ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AND DOES HEREBY RATIFY THE FINAL PLAT, THIS _____ DAY OF _____, 2007.

KEYBANK NATIONAL ASSOCIATION

BY:_____

TITLE:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE __ DAY OF _____, 2007, _____
PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF KEYBANK NATIONAL ASSOCIATION, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY'S INTEREST UNDER DEED OF TRUST DATED _____, _____ AND RECORDED ON _____, _____ AS DOCUMENT NO. _____-_____ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AND DOES HEREBY RATIFY THE FINAL PLAT, THIS _____ DAY OF _____, 2007.

RESIDENTIAL FUNDING CORPORATION

BY:_____

TITLE:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE __ DAY OF _____, 2007, _____
PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF RESIDENTIAL FUNDING CORPORATION, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

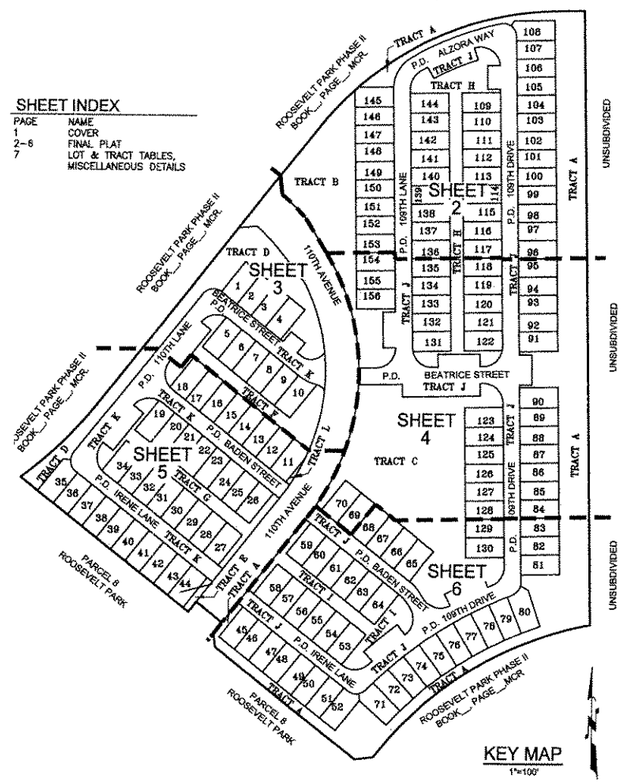
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

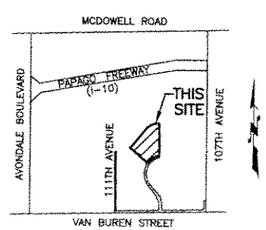
S:\2006\06136TH (Roosevelt Park, Parcel 9)\Plat\6136FP01.DWG, 06/28/2007 3:44:28 PM

SHEET INDEX

PAGE	NAME
1	COVER
2-6	FINAL PLAT
7	LOT & TRACT TABLES, MISCELLANEOUS DETAILS



KEY MAP
1"=100'



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

PARCEL 9 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK ____, PAGE __, MCR.

BENCHMARK

ELEVATIONS ARE BASED ON CITY OF AVONDALE BENCHMARK #122 BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 107TH AVENUE AND VAN BUREN.
ELEVATION: 1005.43 (CITY OF AVONDALE) (SHOT ON 7/11/06)

BASIS OF BEARING

THE SOUTH LINE OF THE SE ¼ OF SEC. 6, T1N, R1E, WHICH BEARS N 88°52'29" E BASED ON THE FINAL PLAT OF ROOSEVELT PARK UNIT 1 RECORDED IN BOOK 716, PAGE 47, MCR.

FLOOD ZONING

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 0413C2085G, DATED SEPTEMBER 30, 2005. FLOOD ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

OWNER/DEVELOPER

ROOSEVELT PARK DEVELOPMENT, L.L.C.
890 WEST ELLIOT ROAD
SUITE 110
GILBERT, ARIZONA 85233
PH: (480) 821-8000
FAX: (480) 821-8300
CONTACT: TERRY BRAFFORD

ENGINEER

M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F-6020
AVONDALE, ARIZONA 85323
PHONE: (480) 396-1840
FAX: (623) 643-9850
CONTACT: PHILLIP ALLRED

SURVEYOR

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539-7497
FAX: (480) 539-2810
CONTACT: SCOTT A. NELSON

NOTES

1. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVES IS TO BE MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION".

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR 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 BASINS INTO COMPLIANCE.

8. PRIVATE DRIVES WILL REMAIN OPEN TO THE SKY.

9. THE CITY OF AVONDALE IS NOT RESPONSIBLE FOR PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS ON PRIVATE DRIVES.

10. ALL PRIVATE DRIVES ARE DESIGNATED FIRE LANES.

11. THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE DRIVES INCLUDING PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS.

12. ALL UTILITIES AND STREETS FOR EACH POD SHALL BE INSTALLED PRIOR TO VERTICAL CONSTRUCTION.

13. SIGHT VISIBILITY TRIANGLE EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 2' IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'.

14. TRACTS A THROUGH I AND TRACT L ARE COMMON AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" FOR THE PURPOSES SHOWN HEREON SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ROOSEVELT PARK PHASE II TO BE RECORDED HEREAFTER.

15. WATER EASEMENT DETAIL, TRACT USES, LOT AREA TABLES, LAND USE TABLE, MINIMUM LOT SIZES DETAIL, TYPICAL LOT SETBACK DETAIL AND TYPICAL COMMON OPEN SPACE EASEMENT DETAIL ARE LOCATED ON SHEET 7.

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.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2007.

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

LEGEND

	SECTION LINE
	SUBDIVISION BOUNDARY
	CENTERLINE
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
R/W	RIGHT OF WAY
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
SVT1	20' X 20' SIGHT VISIBILITY TRIANGLE EASEMENT
SVT2	33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT
CSE	COMMON OPEN SPACE EASEMENT
WSE	WATER AND SEWER EASEMENT
MCR	MARICOPA COUNTY RECORDS
WE	WATER EASEMENT
SE	SEWER EASEMENT
◆	SECTION CORNER, AS NOTED
⊠	SURVEY MONUMENT
△	CORNER OF SUBDIVISION, SURVEY MONUMENT W/CAP OR TAG RLS 21782 UNLESS NOTED OTHERWISE
FP	FINAL PLAT OF ROOSEVELT PARK PHASE II BOOK _____, PAGE _____, MCR
P.D.	PRIVATE DRIVE
VNAE	VEHICULAR NON-ACCESS EASEMENT

CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CONSISTING OF SEVEN (7) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 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 CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR CERTIFICATE NO. 21782 SCOTT A. NELSON ARIZONA, U.S.A.

PLANNING RECEIVED JUL 2006 DIVISION

FP-06-10

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT
PROJECT: ROOSEVELT PARK, PARCEL 9
AVONDALE, ARIZONA

JOB NO. 06136TH
6136FP01.DWG
SHEET NO. 1
1 OF 7

DATE PREPARED: 6/28/07

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°18'55"W	19.50'
L2	N38°18'55"E	20.22'
L3	N83°40'58"E	27.94'
L4	N06°26'06"W	28.56'
L5	N52°00'09"W	2.96'
L6	S31°15'53"E	61.74'
L7	S38°19'05"W	19.00'
L8	S51°40'55"E	27.00'
L9	N51°40'55"W	19.00'
L10	S38°19'05"W	72.00'
L11	N38°19'05"E	4.00'
L12	N42°37'45"W	19.00'
L13	S36°55'36"E	19.00'
L14	N28°58'12"W	19.00'
L15	S23°16'02"E	19.00'
L16	N88°46'43"E	4.50'
L17	N01°13'16"W	19.00'
L18	N01°13'17"W	19.00'
L19	N88°46'43"E	19.00'
L20	N01°13'17"W	54.00'
L21	N29°11'21"W	19.00'
L22	N18°22'38"W	19.00'
L23	N88°46'43"E	18.94'
L24	N01°13'17"W	45.00'
L25	N12°50'50"E	4.01'
L26	S84°51'38"E	11.06'
L27	N05°52'31"W	10.34'
L28	N63°02'54"W	12.91'
L29	S34°12'56"W	9.32'
L30	S63°02'54"E	4.03'
L31	S63°02'54"E	4.00'
L32	S24°21'00"E	4.00'
L33	S25°06'14"E	4.00'
L34	S30°01'59"E	4.00'
L35	S30°47'13"E	4.00'
L36	S35°42'57"E	4.00'
L37	S36°28'11"E	4.00'
L38	S41°23'55"E	4.00'
L39	S42°09'09"E	4.00'
L40	S05°52'31"E	4.20'
L41	S05°52'31"E	4.09'
L42	S05°42'31"E	4.00'
L43	N12°50'50"E	4.00'
L44	N84°51'38"E	4.02'
L45	N45°55'19"E	4.02'
L46	N45°55'19"E	4.00'
L47	N84°51'38"E	4.07'
L48	N29°30'51"W	5.97'
L49	N60°29'09"E	6.00'
L50	N29°30'51"W	6.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	35.23'	20.00'	100°55'39"
C2	47.12'	30.00'	90°00'00"
C3	24.47'	20.00'	70°05'26"
C4	72.01'	406.00'	10°09'42"
C5	64.93'	652.00'	05°42'21"
C6	6.66'	633.00'	00°36'10"
C7	7.41'	633.00'	00°40'15"
C8	29.45'	20.00'	84°22'00"
C9	31.42'	20.00'	90°00'00"
C10	1.10'	6.19'	10°10'51"
C11	5.12'	25.55'	11°29'24"
C12	48.46'	355.50'	07°48'35"
C13	56.02'	294.50'	10°53'54"
C14	9.65'	30.00'	18°25'50"
C15	17.69'	55.00'	18°25'50"
C16	13.67'	42.50'	18°25'50"
C17	45.20'	30.00'	86°19'29"
C18	40.15'	25.00'	92°00'23"
C19	17.33'	25.00'	39°43'02"
C20	24.45'	55.00'	25°28'15"
C21	29.33'	42.50'	39°32'22"
C22	13.51'	425.00'	01°49'19"
C23	2.01'	24.00'	04°47'16"
C24	2.01'	26.00'	04°28'17"
C25	35.58'	30.00'	67°57'15"
C26	7.95'	604.00'	00°45'14"
C27	8.18'	604.00'	00°46'35"
C28	2.06'	24.00'	04°54'58"
C29	2.00'	24.00'	04°46'34"
C30	2.00'	59.00'	01°56'41"
C31	2.01'	26.00'	04°25'18"
C32	3.07'	59.00'	02°58'54"
C33	20.45'	55.00'	21°18'01"
C34	2.00'	55.00'	02°05'02"
C35	2.00'	24.00'	04°46'51"

scale 1" = 20' feet

REVISIONS

M2 Group, Inc.
4654 E. Baseline Road
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tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 9
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06136TH

6136FP02.DWG

SHEET NO.
2

S:\2006\06136TH (Roosevelt Park, Parcel 9)\Port\61136FP02.DWG, 10/26/2007 3:48:32 PM

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°18'55"W	19.50'
L2	N38°18'55"E	20.22'
L3	N83°40'58"E	27.84'
L4	N06°26'06"W	28.56'
L5	N52°00'09"W	2.96'
L6	S31°15'53"E	61.74'
L7	S38°19'05"W	19.00'
L8	S51°40'55"E	27.00'
L9	N51°40'55"W	19.00'
L10	S38°19'05"W	72.00'
L11	N38°19'05"E	4.00'
L12	N42°37'45"W	19.00'
L13	S36°55'36"E	19.00'
L14	N26°58'12"W	19.00'
L15	S23°16'02"E	19.00'
L16	N88°46'43"E	4.50'
L17	N01°13'18"W	19.00'
L18	N01°13'17"W	19.00'
L19	N88°46'43"E	19.00'
L20	N01°13'17"W	54.00'
L21	N29°11'21"W	19.00'
L22	N18°22'38"W	19.00'
L23	N88°46'43"E	18.94'
L24	N01°13'17"W	45.00'
L25	N12°50'50"E	4.01'
L26	S84°31'38"E	11.06'
L27	N05°52'31"W	10.34'
L28	N63°02'54"W	12.91'
L29	S34°12'56"W	9.32'
L30	S63°02'54"E	4.03'
L31	S63°02'54"E	4.00'
L32	S24°21'00"E	4.00'
L33	S25°06'14"E	4.00'
L34	S30°01'59"E	4.00'
L35	S30°47'13"E	4.00'
L36	S35°42'57"E	4.00'
L37	S36°28'11"E	4.00'
L38	S41°23'55"E	4.00'
L39	S42°09'09"E	4.00'
L40	S05°52'31"E	4.20'
L41	S05°52'31"E	4.09'
L42	S03°42'31"E	4.00'
L43	N12°50'50"E	4.00'
L44	N84°51'38"E	4.02'
L45	N45°55'19"E	4.02'
L46	N45°55'19"E	4.00'
L47	N84°51'38"E	4.07'
L48	N29°30'51"W	5.97'
L49	N60°29'09"E	6.00'
L50	N29°30'51"W	6.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	35.23'	20.00'	100°55'39"
C2	47.12'	30.00'	90°00'00"
C3	24.47'	20.00'	70°05'26"
C4	72.01'	406.00'	10°09'42"
C5	64.93'	652.00'	05°42'21"
C6	6.86'	633.00'	00°36'10"
C7	7.41'	633.00'	00°40'15"
C8	29.45'	20.00'	84°22'00"
C9	31.42'	20.00'	90°00'00"
C10	1.10'	6.19'	10°10'51"
C11	5.12'	25.55'	11°29'24"
C12	48.46'	355.50'	07°48'35"
C13	56.02'	294.50'	10°53'54"
C14	9.65'	30.00'	18°25'50"
C15	17.69'	55.00'	18°25'50"
C16	13.67'	42.50'	18°25'50"
C17	45.20'	30.00'	86°19'29"
C18	40.15'	25.00'	92°00'23"
C19	17.33'	25.00'	39°43'02"
C20	24.45'	55.00'	25°28'15"
C21	29.33'	42.50'	39°32'22"
C22	13.51'	425.00'	01°49'19"
C23	2.01'	24.00'	04°47'16"
C24	2.01'	26.00'	04°26'17"
C25	35.58'	30.00'	67°57'15"
C26	7.95'	604.00'	00°45'14"
C27	8.18'	604.00'	00°46'35"
C28	2.06'	24.00'	04°54'58"
C29	2.00'	24.00'	04°46'34"
C30	2.00'	59.00'	01°56'41"
C31	2.01'	26.00'	04°25'18"
C32	3.07'	59.00'	02°58'54"
C33	20.45'	55.00'	21°18'01"
C34	2.00'	55.00'	02°05'02"
C35	2.00'	24.00'	04°46'51"

REVISIONS

M2 Group, Inc.
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fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 9
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06136TH

6136FP03.DWG

SHEET NO.
3

S:\2006\06136TH (Roosevelt Park, Parcel 9)\Plat\6136FP03.dwg, 06/28/2007 3:48:48 PM

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°18'55"W	19.50'
L2	N38°18'55"E	20.22'
L3	N83°40'58"E	27.94'
L4	N06°26'06"W	28.56'
L5	N52°00'09"W	2.96'
L6	S31°15'53"E	61.74'
L7	S38°19'05"W	19.00'
L8	S51°40'55"E	27.00'
L9	N51°40'55"W	19.00'
L10	S38°19'05"W	72.00'
L11	N38°19'05"E	4.00'
L12	N42°37'45"W	19.00'
L13	S36°55'36"E	19.00'
L14	N26°58'12"W	19.00'
L15	S23°16'02"E	19.00'
L16	N88°46'43"E	4.50'
L17	N01°13'18"W	19.00'
L18	N01°13'17"W	19.00'
L19	N88°46'43"E	19.00'
L20	N01°13'17"W	54.00'
L21	N29°11'21"W	19.00'
L22	N18°22'38"W	19.00'
L23	N88°46'43"E	18.94'
L24	N01°13'17"W	45.00'
L25	N12°50'50"E	4.01'
L26	S84°51'38"E	11.06'
L27	N05°52'31"W	10.34'
L28	N63°02'54"W	12.91'
L29	S34°12'56"W	9.32'
L30	S63°02'54"E	4.03'
L31	S63°02'54"E	4.00'
L32	S24°21'00"E	4.00'
L33	S25°06'14"E	4.00'
L34	S30°01'59"E	4.00'
L35	S30°47'13"E	4.00'
L36	S35°42'57"E	4.00'
L37	S36°28'11"E	4.00'
L38	S41°23'52"E	4.00'
L39	S42°09'08"E	4.00'
L40	S05°52'31"E	4.20'
L41	S05°52'31"E	4.09'
L42	S03°42'31"E	4.00'
L43	N12°50'50"E	4.00'
L44	N84°51'38"E	4.02'
L45	N45°55'19"E	4.02'
L46	N45°55'19"E	4.00'
L47	N84°51'38"E	4.07'
L48	N29°30'51"W	5.97'
L49	N60°29'09"E	6.00'
L50	N29°30'51"W	6.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	35.23'	20.00'	100°55'39"
C2	47.12'	30.00'	90°00'00"
C3	24.47'	20.00'	70°05'26"
C4	72.01'	406.00'	10°09'42"
C5	64.93'	852.00'	05°42'21"
C6	6.66'	633.00'	00°36'10"
C7	7.41'	633.00'	00°40'15"
C8	29.45'	20.00'	84°22'00"
C9	31.42'	20.00'	90°00'00"
C10	1.10'	6.19'	10°10'51"
C11	5.12'	25.55'	11°29'24"
C12	48.46'	355.50'	07°48'35"
C13	56.02'	294.50'	10°53'54"
C14	9.65'	30.00'	18°25'50"
C15	17.69'	55.00'	18°25'50"
C16	13.67'	42.50'	18°25'50"
C17	45.20'	30.00'	86°19'29"
C18	40.15'	25.00'	92°00'23"
C19	17.33'	25.00'	39°43'02"
C20	24.45'	55.00'	25°28'15"
C21	29.33'	42.50'	39°32'22"
C22	13.51'	425.00'	01°49'19"
C23	2.01'	24.00'	04°47'16"
C24	2.01'	26.00'	04°26'17"
C25	35.58'	30.00'	67°57'15"
C26	7.95'	604.00'	00°45'14"
C27	8.18'	604.00'	00°46'35"
C28	2.06'	24.00'	04°54'58"
C29	2.00'	24.00'	04°46'34"
C30	2.00'	59.00'	01°56'41"
C31	2.01'	26.00'	04°25'18"
C32	3.07'	59.00'	02°58'54"
C33	20.45'	55.00'	21°18'01"
C34	2.00'	55.00'	02°05'02"
C35	2.00'	24.00'	04°46'51"

scale 1" = 20' feet

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
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tel: (480) 539-7497
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FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 9
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06136TH

6136FP04.DWG

SHEET NO. 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°18'55"W	19.50'
L2	N38°18'55"E	20.22'
L3	N83°40'58"E	27.94'
L4	N06°26'06"W	28.56'
L5	N52°00'09"W	2.96'
L6	S31°15'53"E	61.74'
L7	S38°19'05"W	19.00'
L8	S51°40'55"E	27.00'
L9	N51°40'55"W	19.00'
L10	S38°19'05"W	72.00'
L11	N38°19'05"E	4.00'
L12	N42°37'45"W	19.00'
L13	S36°55'36"E	19.00'
L14	N28°58'12"W	19.00'
L15	S23°18'02"E	19.00'
L16	N88°46'43"E	4.50'
L17	N01°13'18"W	19.00'
L18	N01°13'17"W	19.00'
L19	N88°46'43"E	19.00'
L20	N01°13'17"W	54.00'
L21	N29°11'21"W	19.00'
L22	N18°22'38"W	19.00'
L23	N88°46'43"E	18.94'
L24	N01°13'17"W	45.00'
L25	N12°50'50"E	4.01'
L26	S84°51'38"E	11.06'
L27	N05°52'31"W	10.34'
L28	N63°02'54"W	12.91'
L29	S34°12'56"W	9.32'
L30	S63°02'54"E	4.03'
L31	S63°02'54"E	4.00'
L32	S24°21'00"E	4.00'
L33	S25°06'14"E	4.00'
L34	S30°01'59"E	4.00'
L35	S30°47'13"E	4.00'
L36	S35°42'57"E	4.00'
L37	S36°28'11"E	4.00'
L38	S41°23'55"E	4.00'
L39	S42°09'09"E	4.00'
L40	S05°52'31"E	4.20'
L41	S05°52'31"E	4.09'
L42	S03°42'31"E	4.00'
L43	N12°50'50"E	4.00'
L44	N84°51'38"E	4.02'
L45	N45°55'19"E	4.02'
L46	N45°55'19"E	4.00'
L47	N84°51'38"E	4.07'
L48	N29°30'51"W	5.97'
L49	N60°29'09"E	6.00'
L50	N29°30'51"W	6.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	35.23'	20.00'	100°55'39"
C2	47.12'	30.00'	90°00'00"
C3	24.47'	20.00'	70°05'26"
C4	72.01'	406.00'	10°09'42"
C5	64.93'	652.00'	05°42'21"
C6	6.66'	633.00'	00°36'10"
C7	7.41'	633.00'	00°40'15"
C8	29.45'	20.00'	84°22'00"
C9	31.42'	20.00'	90°00'00"
C10	1.10'	6.19'	10°10'51"
C11	5.12'	25.55'	11°29'24"
C12	48.46'	355.50'	07°48'35"
C13	56.02'	294.50'	10°53'54"
C14	9.65'	30.00'	18°25'50"
C15	17.69'	55.00'	18°25'50"
C16	13.67'	42.50'	18°25'50"
C17	45.20'	30.00'	86°19'29"
C18	40.15'	25.00'	92°00'23"
C19	17.33'	25.00'	39°43'02"
C20	24.45'	55.00'	25°28'15"
C21	29.33'	42.50'	39°32'22"
C22	13.51'	425.00'	01°49'19"
C23	2.01'	24.00'	04°47'16"
C24	2.01'	26.00'	04°26'17"
C25	35.56'	30.00'	67°57'15"
C26	7.95'	604.00'	00°45'14"
C27	8.18'	604.00'	00°48'35"
C28	2.06'	24.00'	04°54'58"
C29	2.00'	24.00'	04°46'34"
C30	2.00'	59.00'	01°56'41"
C31	2.01'	26.00'	04°25'18"
C32	3.07'	59.00'	02°58'54"
C33	20.45'	55.00'	21°18'01"
C34	2.00'	55.00'	02°05'02"
C35	2.00'	24.00'	04°46'51"

scale 1" = 20' feet

REVISIONS

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FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 9
AVONDALE, ARIZONA

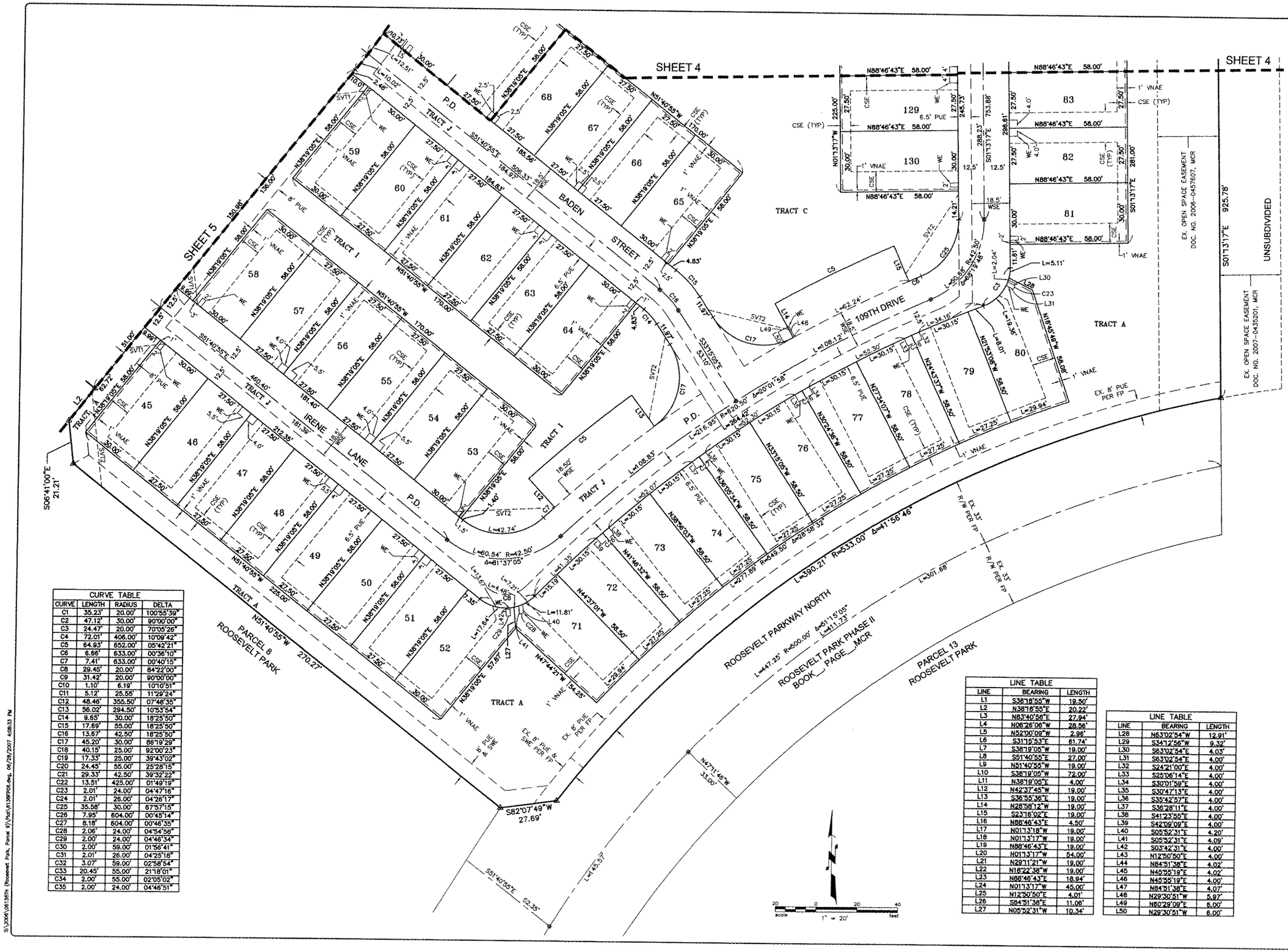
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06136TH

6136FP05.DWG

SHEET NO.
5

S:\2006\06136TH (Roosevelt Park, Parcel 9)\Plat\6136FP05.dwg, 06/28/2007 4:04:38 PM



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	35.23'	20.00'	100°55'39"
C2	47.12'	30.00'	90°00'00"
C3	24.47'	20.00'	70°05'26"
C4	72.01'	406.00'	10°09'42"
C5	64.93'	652.00'	05°42'21"
C6	6.66'	633.00'	00°36'10"
C7	7.41'	633.00'	00°40'15"
C8	29.45'	20.00'	84°22'00"
C9	31.42'	20.00'	90°00'00"
C10	1.10'	6.19'	10°10'51"
C11	5.12'	25.55'	11°29'24"
C12	48.46'	355.50'	07°48'35"
C13	56.02'	294.50'	10°53'54"
C14	9.65'	30.00'	18°25'50"
C15	17.69'	55.00'	18°25'50"
C16	13.67'	42.50'	18°25'50"
C17	45.20'	30.00'	86°19'29"
C18	40.15'	25.00'	92°00'23"
C19	17.33'	25.00'	39°43'02"
C20	24.45'	55.00'	25°28'15"
C21	29.33'	42.50'	39°32'22"
C22	13.51'	425.00'	01°49'19"
C23	2.01'	24.00'	04°47'16"
C24	2.01'	26.00'	04°26'17"
C25	35.58'	30.00'	67°57'15"
C26	7.95'	604.00'	00°45'14"
C27	8.18'	604.00'	00°46'35"
C28	2.06'	24.00'	04°54'58"
C29	2.00'	24.00'	04°46'34"
C30	2.00'	59.00'	01°56'41"
C31	2.01'	26.00'	04°25'18"
C32	3.07'	59.00'	02°58'54"
C33	20.45'	55.00'	21°18'01"
C34	2.00'	55.00'	02°05'02"
C35	2.00'	24.00'	04°46'51"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°18'55"W	19.50'
L2	N38°18'55"E	20.22'
L3	N83°40'58"E	27.94'
L4	N06°26'06"W	28.56'
L5	N52°00'09"W	2.96'
L6	S31°15'53"E	61.74'
L7	S38°19'05"W	19.00'
L8	S51°40'55"E	27.00'
L9	N51°40'55"W	19.00'
L10	S38°19'05"W	72.00'
L11	N38°19'05"E	4.00'
L12	N42°37'45"W	19.00'
L13	S36°55'36"E	19.00'
L14	N28°58'12"W	19.00'
L15	S23°16'02"E	19.00'
L16	N88°46'43"E	4.50'
L17	N01°13'18"W	19.00'
L18	N01°13'17"W	19.00'
L19	N88°46'43"E	19.00'
L20	N01°13'17"W	54.00'
L21	N29°11'21"W	19.00'
L22	N18°22'38"W	19.00'
L23	N88°46'43"E	18.94'
L24	N01°13'17"W	45.00'
L25	N12°50'50"E	4.01'
L26	S84°51'38"E	11.06'
L27	N05°52'31"W	10.34'

LINE TABLE		
LINE	BEARING	LENGTH
L28	N63°02'54"W	12.91'
L29	S34°12'56"W	9.32'
L30	S63°02'54"E	4.03'
L31	S63°02'54"E	4.00'
L32	S24°21'00"E	4.00'
L33	S25°06'14"E	4.00'
L34	S30°01'59"E	4.00'
L35	S30°47'13"E	4.00'
L36	S35°42'57"E	4.00'
L37	S36°28'11"E	4.00'
L38	S41°23'55"E	4.00'
L39	S42°09'09"E	4.00'
L40	S05°52'31"E	4.20'
L41	S05°52'31"E	4.09'
L42	S03°42'31"E	4.00'
L43	N12°50'50"E	4.00'
L44	N84°51'38"E	4.02'
L45	N45°55'19"E	4.02'
L46	N45°55'19"E	4.00'
L47	N84°51'38"E	4.07'
L48	N29°30'51"W	5.97'
L49	N60°29'09"E	6.00'
L50	N29°30'51"W	6.00'

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 9
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06136TH

6136FP06.DWG

SHEET NO. 6

6 OF 7

LOT AREA TABLE

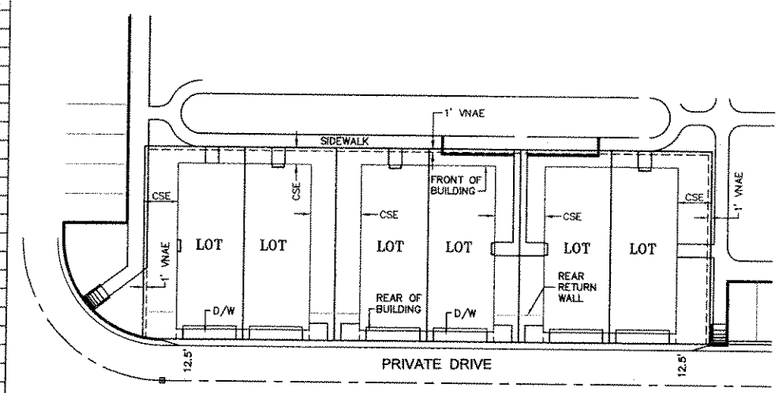
DESCRIPTION	AREA		WIDTH	DEPTH
LOT 1	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 2	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 3	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 4	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 5	1,739 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 6	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 7	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 8	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 9	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 10	1,797 SQ. FT.	0.0413 ACRES	30.00 FT.	58.00 FT.
LOT 11	1,781 SQ. FT.	0.0409 ACRES	31.00 FT.	58.00 FT.
LOT 12	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 13	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 14	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 15	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 16	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 17	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 18	1,739 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 19	1,739 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 20	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 21	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 22	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 23	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 24	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 25	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 26	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 27	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 28	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 29	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 30	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 31	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 32	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 33	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 34	1,739 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 35	1,841 SQ. FT.	0.0423 ACRES	30.00 FT.	58.00 FT.
LOT 36	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 37	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 38	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 39	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 40	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 41	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 42	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 43	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 44	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 45	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 46	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 47	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 48	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 49	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 50	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 51	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 52	1,800 SQ. FT.	0.0413 ACRES	30.00 FT.	58.00 FT.
LOT 53	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 54	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 55	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 56	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 57	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 58	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 59	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 60	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 61	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 62	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 63	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 64	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 65	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 66	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 67	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 68	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 69	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 70	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 71	1,855 SQ. FT.	0.0426 ACRES	29.94 FT.	58.50 FT.
LOT 72	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 73	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 74	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 75	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 76	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 77	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 78	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 79	1,679 SQ. FT.	0.0385 ACRES	27.25 FT.	58.50 FT.
LOT 80	1,925 SQ. FT.	0.0442 ACRES	29.94 FT.	58.50 FT.
LOT 81	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 82	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 83	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 84	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 85	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 86	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 87	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 88	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 89	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 90	1,798 SQ. FT.	0.0413 ACRES	31.00 FT.	58.00 FT.
LOT 91	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 92	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 93	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 94	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 95	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 96	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 97	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 98	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 99	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 100	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 101	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 102	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 103	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 104	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 105	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 106	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 107	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 108	1,824 SQ. FT.	0.0419 ACRES	30.00 FT.	58.00 FT.
LOT 109	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 110	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 111	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 112	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 113	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 114	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 115	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 116	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 117	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 118	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 119	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 120	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 121	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 122	1,739 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 123	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 124	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 125	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 126	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 127	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 128	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 129	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 130	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 131	1,739 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 132	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 133	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 134	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 135	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 136	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 137	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 138	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 139	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 140	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 141	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 142	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 143	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 144	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.
LOT 145	1,729 SQ. FT.	0.0397 ACRES	30.00 FT.	58.00 FT.
LOT 146	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 147	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 148	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 149	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 150	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 151	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 152	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 153	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 154	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 155	1,595 SQ. FT.	0.0366 ACRES	27.50 FT.	58.00 FT.
LOT 156	1,740 SQ. FT.	0.0399 ACRES	30.00 FT.	58.00 FT.

TOTAL AREA 254,961 SQ. FT. OR 5.8531 ACRES MORE OR LESS

TRACT TABLE

TRACT	AREA (acres)	DESCRIPTION OF USE
A	1.503	RETENTION/LANDSCAPE/PUE/WE/SVT
B	0.534	RETENTION/LANDSCAPE/PUE/SWE/SVT
C	1.022	LANDSCAPE/AMENITIES/PUE/SWE/SVT
D	0.447	LANDSCAPE/PUE/SWE/WE/SE/SVT
E	0.013	LANDSCAPE/PUE/SWE/SVT
F	0.187	LANDSCAPE/SWE/DRAINAGE/PUE/SVT
G	0.173	LANDSCAPE/DRAINAGE/PUE/WE/SVT
H	0.334	LANDSCAPE/WE/SVT
I	0.191	LANDSCAPE/DRAINAGE/PUE/SVT
J	1.641	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/ REFUSE COLLECTION
K	0.708	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/ REFUSE COLLECTION
L	0.004	LANDSCAPE/PUE/SVT
TOTAL	6.757	

NOTE: NOT ALL OF THE EASEMENTS LISTED IN THE TRACT SUMMARY TABLE ENCOMPASS THE ENTIRE TRACT.



TYPICAL * COMMON OPEN SPACE EASEMENT (CSE) DETAIL

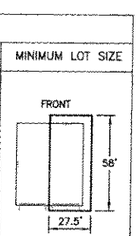
COMMON OPEN SPACE EASEMENT

1. PEDESTRIAN INGRESS AND EGRESS FOR LOTS SHOWN ON SAID PLAT IS PROVIDED BY A COMMON OPEN SPACE EASEMENT (CSE), EXTENDING INTO EACH LOT FROM THE LOT LINE TO THE FRONT OR SIDE OF THE BUILDING, AS SHOWN ON THE TYPICAL COMMON OPEN SPACE EASEMENT DETAIL.
2. THE CSE MAY BE USED FOR PEDESTRIAN INGRESS AND EGRESS, DRAINAGE CONVEYANCE, LANDSCAPE AND MAINTENANCE ACCESS.
3. PARKING IS PROHIBITED WITHIN THE CSE.
4. PUBLIC UTILITY EASEMENTS (PUE), MAY CROSS PORTIONS OF THE CSE, AS SHOWN ON THIS PLAT.
5. ADDITIONAL USES, TERMS, CONDITIONS AND RESTRICTIONS GOVERNING THE CSE ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS PLAT TO BE RECORDED HEREAFTER.
6. THE ACTUAL CSE WIDTH WILL VARY AND BE DETERMINED BY THE LOCATION OF THE BUILDINGS CONSTRUCTED ON THE LOTS AS THE WIDTH OF THE CSE SHALL EXTEND FROM THE LOT LINE TO THE OUTSIDE FACE OF THE BUILDING.

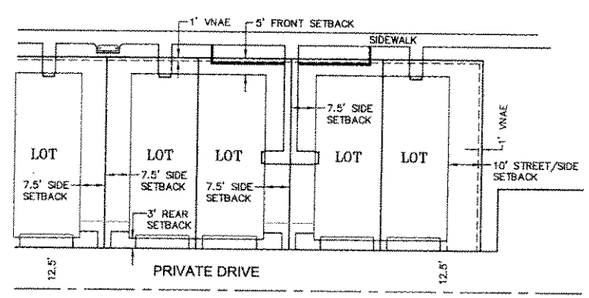
LAND USE TABLE

GROSS ACREAGE AREA	13.47 ACRES
RIGHT-OF-WAY	0.86 ACRES
NET ACREAGE	12.61 ACRES
AREA OF TRACTS	6.76 ACRES
AREA OF LOTS	5.85 ACRES
TOTAL NUMBER OF LOTS	156 LOTS
OVERALL DENSITY	11.58 DU/GROSS AC
AVERAGE AREA PER LOT	1,634 SF
MINIMUM LOT AREA	1,595 SF

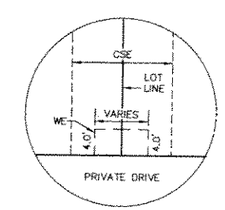
1300 SERIES DUPLEX		
	DEVELOPMENT STANDARDS	MINIMUM LOT SIZE
PRODUCT	DUPLEX	
FRONT SETBACK	5'	
REAR SETBACK	3'*	
INTERNAL SIDE SETBACK	0'/7.5'	
STREET SETBACK	10'	
LOT COVERAGE	70%	
MAX BUILDING HEIGHT	3 STORY-43'	



MINIMUM LOT SIZES



TYPICAL LOT SETBACK DETAIL
(N.T.S.)



TYPICAL WATER EASEMENT POPOUT DETAIL
N.T.S.

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 9
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06136TH

6136FP07.DWG

SHEET NO. 7

7 OF 7

S:\2006\06136TH (Roosevelt Park, Parcel 9)\Plat\6136FP07.DWG, 06/28/2007 4:09:38 PM

FINAL PLAT
FOR
"ROOSEVELT PARK, PARCEL 13"

A SUBDIVISION OF PARCEL 13 OF ROOSEVELT PARK PHASE II
RECORDED IN BOOK __, PAGE__, M.C.R., LOCATED IN
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6,
T1N, R1E OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ROOSEVELT PARK, PARCEL 13", A SUBDIVISION OF PARCEL 13 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK __, PAGE__, M.C.R., LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ROOSEVELT PARK, PARCEL 13" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DEDICATES TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES.

THE PUBLIC STREET (POLK STREET) SHOWN HEREON IS HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC AND SHALL BE MAINTAINED BY THE CITY. THE PUBLIC UTILITY EASEMENTS (PUE) SHOWN HEREON ARE HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC.

TRACT "F" IS HEREBY DEDICATED BY ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO THE ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION AS A PRIVATE DRIVE OVER WHICH IS HEREBY DEDICATED AN EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES, WATER, SEWER, REFUSE COLLECTION AND EMERGENCY AND SERVICE TYPE VEHICLES. THE ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF TRACT "F".

IN WITNESS WHEREOF:
ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2007.

BY: ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY _____, DATE _____

ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

BEFORE ME THIS THE __ DAY OF _____, 2007, _____
PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF ROOSEVELT PARK DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

LIENHOLDER RATIFICATION

THE UNDERSIGNED IS THE HOLDER OF THE BENEFICIARY'S INTEREST UNDER DEED OF TRUST DATED _____, _____ AND RECORDED ON _____ AS DOCUMENT NO. _____-_____ IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA AND DOES HEREBY RATIFY THE FINAL PLAT, THIS _____ DAY OF _____, 2007.

KEYBANK NATIONAL ASSOCIATION

BY:_____

TITLE:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

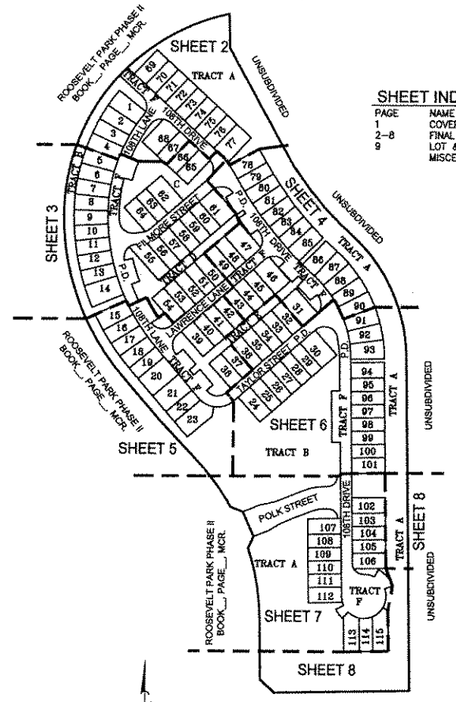
BEFORE ME THIS THE __ DAY OF _____, 2007, _____
PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF KEYBANK NATIONAL ASSOCIATION, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

FLOOD ZONING

THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 0413C2085G, DATED SEPTEMBER 30, 2005. FLOOD ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

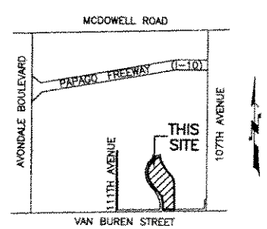


ROOSEVELT PARK PHASE II
BOOK__, PAGE__, MCR.

SHEET INDEX

PAGE	NAME
1	COVER
2-8	FINAL PLAT
9	LOT & TRACT TABLES, MISCELLANEOUS DETAILS

KEY MAP
1"=150'



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

PARCEL 13 OF ROOSEVELT PARK PHASE II RECORDED IN BOOK ____, PAGE ____ MCR.

BENCHMARK

ELEVATIONS ARE BASED ON CITY OF AVONDALE BENCHMARK #122 BRASS CAP IN HANDHOLE AT THE INTERSECTION OF 107TH AVENUE AND VAN BUREN.
ELEVATION: 1005.43 (CITY OF AVONDALE) (SHOT ON 7/11/06)

BASIS OF BEARING

THE SOUTH LINE OF THE SE ¼ OF SEC. 6, T1N, R1E, WHICH BEARS N 88°52'29" E BASED ON THE FINAL PLAT OF ROOSEVELT PARK UNIT 1 RECORDED IN BOOK 716, PAGE 47, MCR.

OWNER/DEVELOPER

ROOSEVELT PARK DEVELOPMENT, L.L.C.
890 WEST ELLIOT ROAD
SUITE 110
GILBERT, ARIZONA 85233
PH: (480) 821-8000
FAX: (480) 821-8300
CONTACT: TERRY BRAFFORD

ENGINEER

M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F-8020
AVONDALE, ARIZONA 85323
PHONE: (480) 396-1840
FAX: (623) 643-9850
CONTACT: PHILLIP ALLRED

SURVEYOR

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539-7497
FAX: (480) 539-2810
CONTACT: SCOTT A. NELSON

NOTES

1. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVES IS TO BE MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION".

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR 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 BASINS INTO COMPLIANCE.

8. PRIVATE DRIVES WILL REMAIN OPEN TO THE SKY.

9. THE CITY OF AVONDALE IS NOT RESPONSIBLE FOR PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS ON PRIVATE DRIVES.

10. ALL PRIVATE DRIVES ARE DESIGNATED FIRE LANES.

11. THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE DRIVES INCLUDING PAVEMENT REPAIR FOLLOWING WATER/SEWER REPAIRS.

12. ALL UTILITIES AND STREETS FOR EACH POD SHALL BE INSTALLED PRIOR TO VERTICAL CONSTRUCTION.

13. SIGHT VISIBILITY TRIANGLE EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 2' IN HEIGHT IN NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7.

14. TRACTS A THROUGH E ARE COMMON AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE "ROOSEVELT PARK PHASE II COMMUNITY ASSOCIATION" FOR THE PURPOSES SHOWN HEREON SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ROOSEVELT PARK PHASE II TO BE RECORDED HEREAFTER.

15. WATER EASEMENT DETAIL, TRACT USES, LOT AREA TABLES, LAND USE TABLE, MINIMUM LOT SIZES DETAIL, TYPICAL LOT SETBACK DETAIL AND TYPICAL USE BENEFIT EASEMENT AND COMMON OPEN SPACE EASEMENT DETAIL ARE LOCATED ON SHEET 9.

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.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2007.

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

LEGEND

	SECTION LINE
	SUBDIVISION BOUNDARY
	CENTERLINE
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
R/W	RIGHT OF WAY
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
SVT1	20'x20' SIGHT VISIBILITY TRIANGLE EASEMENT
SVT2	33'x33' SIGHT VISIBILITY TRIANGLE EASEMENT
CSE	COMMON OPEN SPACE EASEMENT
UBE	USE AND BENEFIT EASEMENT
WSE	WATER AND SEWER EASEMENT
MCR	MARICOPA COUNTY RECORDS
WE	WATER EASEMENT (IF # AFTER WE, DENOTES DETAIL ON SHEET 9)
◆	SECTION CORNER, AS NOTED
⊠	SURVEY MONUMENT
⊠	CORNER OF SUBDIVISION, SURVEY MONUMENT W/CAP OR TAG RLS 21782 UNLESS NOTED OTHERWISE
FP	FINAL PLAT OF ROOSEVELT PARK PHASE II BOOK _____, PAGE _____, MCR
P.D.	PRIVATE DRIVE
VNAE	VEHICULAR NON-ACCESS EASEMENT

FP.06 11

CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP CONSISTING OF NINE (9) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 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 CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR CERTIFICATE NO. 21782 SCOTT A. NELSON ARIZONA, U.S.A.

REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT
PROJECT: ROOSEVELT PARK, PARCEL 13
AVONDALE, ARIZONA

JOB NO. 061377H
6137FP01.DWG
SHEET NO. 1
1 OF 9

S:\2006\061377H (Roosevelt Park, Parcel 13)\Plat\6137FP01.DWG, 09/06/2007 10:34:39 AM

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°52'29"E	5.99'
L2	S01°07'31"E	4.48'
L3	S01°07'31"E	4.18'
L4	S77°04'20"W	36.99'
L5	S59°58'08"W	36.99'
L6	N88°52'29"E	7.01'
L7	N88°52'29"E	19.00'
L8	S49°33'43"W	19.00'
L9	N40°26'17"W	45.00'
L10	S56°25'00"W	19.00'
L11	S63°42'52"W	19.00'
L12	S69°03'04"W	19.00'
L13	S76°20'55"W	19.00'
L14	N76°11'08"W	19.00'
L15	N68°13'38"W	19.00'
L16	N58°41'44"E	19.00'
L17	S55°51'44"W	19.00'
L18	S55°18'42"W	19.00'
L19	N52°26'42"E	19.00'
L20	N46°24'51"E	19.00'
L21	S43°34'52"W	19.00'
L22	S42°39'01"W	19.00'
L23	N50°26'37"E	19.00'
L24	N27°48'53"E	19.00'
L25	S69°17'38"W	19.00'
L26	S43°59'30"W	19.00'
L27	S64°43'52"W	19.00'
L28	N08°14'27"E	22.23'
L29	S33°54'33"E	2.77'
L30	N80°01'00"W	13.11'
L31	S01°07'31"E	4.13'
L32	N88°52'29"E	5.04'
L33	N89°49'33"E	6.00'
L34	N00°10'27"W	6.00'
L35	N89°49'33"E	5.95'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	45.94'	929.00'	02°50'00"
C2	11.18'	929.00'	00°41'22"
C3	31.24'	211.00'	08°28'57"
C4	33.49'	809.50'	02°22'13"
C5	17.66'	30.00'	33°43'52"
C6	45.01'	324.00'	07°57'32"
C7	10.43'	443.00'	01°20'58"
C8	25.02'	42.50'	33°43'52"
C9	32.38'	55.00'	33°43'52"
C10	52.45'	30.00'	100°10'18"
C11	50.12'	30.00'	95°43'12"
C12	50.22'	30.00'	95°54'23"
C13	46.17'	30.00'	88°10'16"
C14	45.37'	30.00'	86°38'44"
C15	51.26'	30.00'	97°53'34"
C16	46.56'	30.00'	88°55'39"
C17	45.52'	30.00'	86°55'55"
C18	62.09'	30.00'	118°35'20"
C19	36.13'	23.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	25.25'	50.00'	28°55'49"
C22	21.07'	50.00'	24°08'21"
C23	67.53'	42.50'	91°02'17"
C24	47.67'	30.00'	91°02'17"
C25	26.64'	75.00'	20°21'15"
C26	35.52'	100.00'	20°21'15"
C27	44.53'	30.00'	85°03'01"
C28	50.42'	30.00'	96°17'56"
C29	66.89'	212.50'	18°02'08"
C30	62.96'	200.00'	18°02'08"
C31	17.33'	200.00'	04°57'52"
C32	54.00'	424.00'	07°17'52"
C33	5.96'	455.50'	00°45'00"
C34	7.97'	881.00'	00°31'06"
C35	8.10'	259.00'	01°47'32"
C36	8.07'	472.00'	00°58'46"
C37	8.09'	372.00'	01°14'44"
C38	2.07'	54.00'	02°11'49"
C39	8.56'	54.00'	09°05'05"
C40	6.02'	56.00'	06°09'27"
C41	198.56'	242.50'	46°54'50"
C42	2.02'	59.00'	01°57'55"
C43	2.03'	259.00'	00°26'58"
C44	5.20'	259.00'	01°09'01"
C45	2.00'	472.00'	00°14'34"
C46	8.00'	472.00'	00°58'16"
C47	2.00'	472.00'	00°14'34"
C48	44.41'	125.00'	20°21'15"
C49	2.02'	372.00'	00°18'41"
C50	2.27'	28.00'	04°99'52"
C51	6.49'	881.00'	00°25'18"
C52	2.85'	881.00'	00°11'08"
C53	2.00'	881.00'	00°07'48"
C54	35.46'	23.00'	88°20'40"
C55	2.02'	472.00'	00°14'41"

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-1477
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 13
AVONDALE, ARIZONA

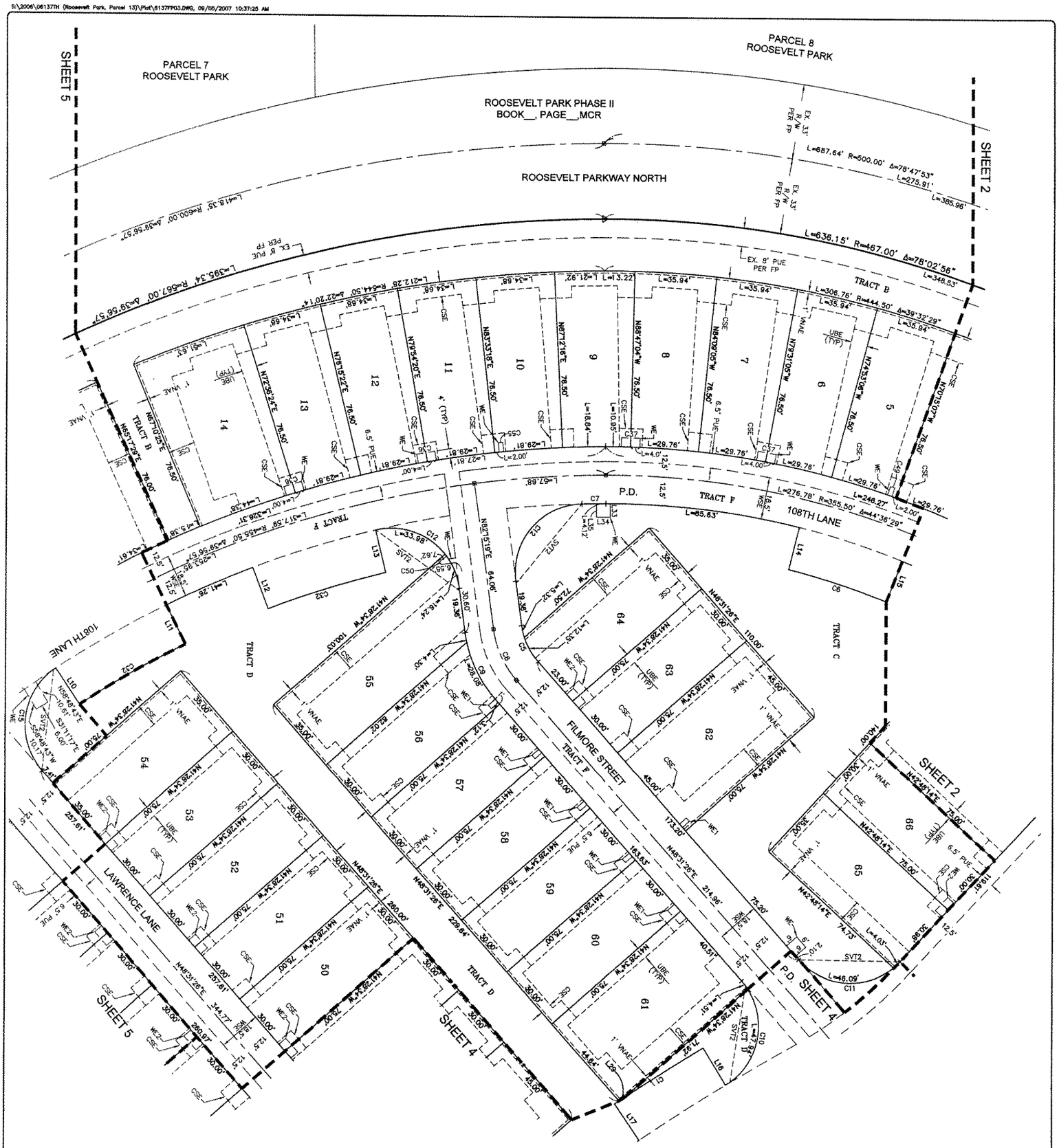
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

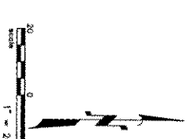
JOB NO.
06137TH

6137FP02.DWG

SHEET NO.
2

S:\2006\061377H (Roosevelt Park, Parcel 13)\Plat\6137FP03.DWG, 09/05/2007 10:37:25 AM





CURVE	LENGTH	RADIUS	DELTA
C1	46.94'	929.00'	02°50'00"
C2	11.18'	929.00'	00°41'22"
C3	31.24'	211.00'	08°28'57"
C4	33.49'	869.50'	02°22'13"
C5	17.66'	30.00'	33°43'52"
C6	143.01'	324.00'	07°37'52"
C7	42.39'	30.00'	80°52'55"
C8	32.38'	35.00'	53°43'58"
C9	236.02'	42.50'	318°07'08"
C10	52.45'	30.00'	100°10'18"
C11	50.12'	30.00'	95°43'12"
C12	50.22'	30.00'	95°54'23"
C13	46.11'	30.00'	88°10'18"
C14	45.37'	30.00'	86°38'44"
C15	46.97'	30.00'	89°39'53"
C16	62.09'	30.00'	118°35'02"
C17	46.52'	30.00'	88°50'53"
C18	62.09'	30.00'	118°35'02"
C19	36.13'	23.00'	90°00'00"
C20	36.27'	25.00'	83°07'01"
C21	50.00'	50.00'	57°17'58"
C22	225.25'	50.00'	258°05'49"
C23	50.00'	50.00'	57°17'58"
C24	47.67'	30.00'	91°02'17"
C25	28.64'	30.00'	54°41'03"
C26	355.52'	100.00'	203°71'15"
C27	44.53'	30.00'	85°03'01"
C28	50.42'	30.00'	96°17'58"
C29	66.89'	212.50'	18°03'08"
C30	62.48'	200.00'	18°03'08"
C31	62.48'	200.00'	18°03'08"
C32	94.00'	424.00'	01°42'52"
C33	5.96'	455.50'	00°45'00"
C34	7.97'	881.00'	00°31'08"
C35	6.10'	259.00'	01°47'32"
C36	8.09'	372.00'	01°14'44"
C37	8.09'	372.00'	01°14'44"
C38	54.10'	50.00'	62°00'48"
C39	6.02'	58.00'	06°00'27"
C40	196.56'	242.50'	46°54'50"
C41	2.03'	59.00'	01°57'55"
C42	2.03'	259.00'	00°26'59"
C43	2.00'	259.00'	01°06'01"
C44	5.20'	259.00'	01°09'34"
C45	2.00'	472.00'	00°14'34"
C46	2.00'	472.00'	00°58'16"
C47	44.41'	125.00'	20°21'15"
C48	2.02'	372.00'	00°18'41"
C49	2.27'	26.00'	04°59'52"
C50	6.49'	881.00'	00°25'18"
C51	2.85'	881.00'	00°11'08"
C52	2.00'	881.00'	00°07'48"
C53	2.00'	881.00'	00°07'48"
C54	2.02'	372.00'	00°18'41"

LINE	BEARING	LENGTH
L1	N88°52'28"E	5.89'
L2	S01°07'31"E	4.46'
L3	S01°07'31"E	4.18'
L4	S77°34'20"W	36.89'
L5	N88°36'06"W	36.89'
L6	N88°36'06"W	36.89'
L7	N88°52'28"E	19.00'
L8	S49°33'43"W	19.00'
L9	N40°28'17"W	45.00'
L10	S56°26'00"W	19.00'
L11	S83°32'52"W	19.00'
L12	S88°33'34"W	19.00'
L13	S88°33'34"W	19.00'
L14	N72°11'08"W	19.00'
L15	N88°13'36"W	19.00'
L16	N58°41'44"E	19.00'
L17	S55°51'44"W	19.00'
L18	S85°15'42"W	19.00'
L19	N52°26'42"E	19.00'
L20	N46°24'51"E	19.00'
L21	S01°07'31"E	19.00'
L22	S14°29'01"W	19.00'
L23	N50°28'37"E	19.00'
L24	N27°48'53"E	19.00'
L25	S89°17'38"W	19.00'
L26	S43°39'30"W	19.00'
L27	S64°43'52"W	19.00'
L28	S08°14'47"E	22.49'
L29	N88°14'47"W	22.49'
L30	N88°01'00"W	13.11'
L31	S01°07'31"E	4.13'
L32	N88°52'28"E	6.04'
L33	N88°49'33"E	6.00'
L34	N00°10'27"W	6.00'
L35	N88°49'33"E	5.89'

SHEET NO. 3 OF 9

6137FP03.DWG

JOB NO. 061377H

REGISTERED LAND SURVEYOR — ARIZONA — U.S.A. — 31772 — NELSON A. WEBB

FINAL PLAT

PROJECT:

ROOSEVELT PARK, PARCEL 13

AVONDALE, ARIZONA

M2 group

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

REVISIONS:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°52'29"E	5.99'
L2	S01°07'31"E	4.48'
L3	S01°07'31"E	4.18'
L4	S77°04'20"W	36.99'
L5	S59°58'06"W	36.99'
L6	N88°52'29"E	7.01'
L7	N88°52'29"E	19.00'
L8	S49°33'43"W	19.00'
L9	N40°26'17"W	45.00'
L10	S56°25'00"W	19.00'
L11	S63°42'52"W	19.00'
L12	S69°03'04"W	19.00'
L13	S76°20'55"W	19.00'
L14	N76°11'08"W	19.00'
L15	N68°13'36"W	19.00'
L16	N58°41'44"E	19.00'
L17	S55°31'44"W	19.00'
L18	S55°16'42"W	19.00'
L19	N52°26'42"E	19.00'
L20	N48°24'51"E	19.00'
L21	S43°34'52"W	19.00'
L22	S42°39'01"W	19.00'
L23	N50°26'37"E	19.00'
L24	N27°48'53"E	19.00'
L25	S69°17'38"W	19.00'
L26	S43°59'30"W	19.00'
L27	S64°43'52"W	19.00'
L28	N08°14'27"E	22.23'
L29	S33°54'33"E	2.77'
L30	N60°01'00"W	13.11'
L31	S01°07'31"E	4.13'
L32	N88°52'29"E	6.04'
L33	N89°49'33"E	6.00'
L34	N00°10'27"W	6.00'
L35	N89°49'33"E	5.95'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	45.94'	929.00'	02°50'00"
C2	11.18'	929.00'	00°41'22"
C3	31.24'	211.00'	08°28'57"
C4	33.49'	809.50'	02°22'13"
C5	17.66'	30.00'	33°43'52"
C6	45.01'	324.00'	07°57'32"
C7	10.43'	443.00'	01°20'58"
C8	25.02'	42.50'	33°43'52"
C9	32.38'	55.00'	33°43'52"
C10	52.45'	30.00'	100°10'18"
C11	50.12'	30.00'	95°43'12"
C12	50.22'	30.00'	95°54'23"
C13	46.17'	30.00'	88°10'18"
C14	45.37'	30.00'	86°36'44"
C15	51.26'	30.00'	97°53'34"
C16	46.56'	30.00'	88°55'39"
C17	45.52'	30.00'	86°55'55"
C18	62.09'	30.00'	118°35'20"
C19	36.13'	23.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	25.25'	50.00'	28°55'49"
C22	21.07'	50.00'	24°08'21"
C23	67.53'	42.50'	91°02'17"
C24	47.67'	30.00'	91°02'17"
C25	26.84'	75.00'	20°21'15"
C26	35.52'	100.00'	20°21'15"
C27	44.53'	30.00'	85°03'01"
C28	50.42'	30.00'	96°17'56"
C29	66.89'	212.50'	18°02'08"
C30	62.96'	200.00'	18°02'08"
C31	17.33'	200.00'	04°57'52"
C32	54.00'	424.00'	07°17'52"
C33	5.96'	455.50'	00°45'00"
C34	7.97'	881.00'	00°31'06"
C35	8.10'	259.00'	01°47'32"
C36	8.07'	472.00'	00°58'46"
C37	8.09'	372.00'	01°14'44"
C38	2.07'	54.00'	02°11'49"
C39	8.56'	54.00'	09°05'05"
C40	6.02'	56.00'	06°09'27"
C41	198.56'	242.50'	46°54'50"
C42	2.02'	59.00'	01°57'55"
C43	2.03'	259.00'	00°26'58"
C44	5.20'	259.00'	01°09'01"
C45	2.00'	472.00'	00°14'34"
C46	8.00'	472.00'	00°58'16"
C47	2.00'	472.00'	00°14'34"
C48	44.41'	125.00'	20°21'15"
C49	2.02'	372.00'	00°18'41"
C50	2.27'	28.00'	04°59'52"
C51	6.49'	881.00'	00°25'18"
C52	2.85'	881.00'	00°11'06"
C53	2.00'	881.00'	00°07'48"
C54	35.46'	23.00'	88°20'40"
C55	2.02'	472.00'	00°14'41"

REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 13
AVONDALE, ARIZONA

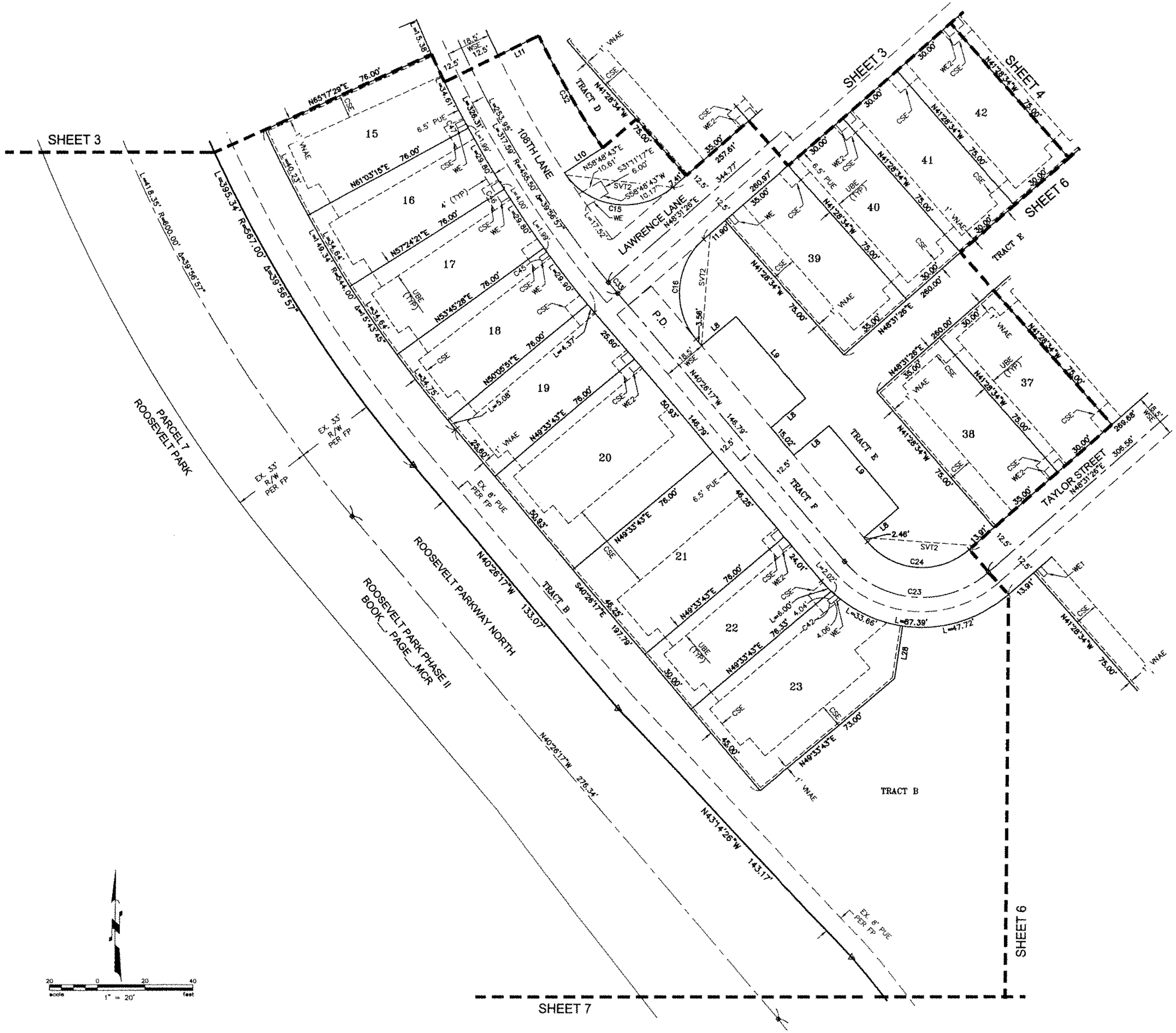
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Expires 12/31/08
ARIZONA, U.S.A.

JOB NO.
06137TH

6137FP04.DWG

SHEET NO.
4

S:\2006\06137TH (Roosevelt Park, Parcel 13)\Plat\6137FP04.DWG, 09/06/2007 10:38:15 AM



LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°52'29"E	5.99'
L2	S01°07'31"E	4.46'
L3	S01°07'31"E	4.18'
L4	S77°04'20"W	36.99'
L5	S59°58'08"W	36.99'
L6	N88°52'29"E	7.01'
L7	N88°52'29"E	19.00'
L8	S49°33'43"W	19.00'
L9	N40°26'17"W	45.00'
L10	S56°25'00"W	19.00'
L11	S63°42'52"W	19.00'
L12	S69°03'04"W	19.00'
L13	S76°20'55"W	19.00'
L14	N76°11'08"W	19.00'
L15	N68°13'36"W	19.00'
L16	N58°41'44"E	19.00'
L17	S55°51'44"W	19.00'
L18	S55°16'42"W	19.00'
L19	N52°28'42"E	19.00'
L20	N46°24'51"E	19.00'
L21	S43°34'52"W	19.00'
L22	S42°39'01"W	19.00'
L23	N50°26'37"E	19.00'
L24	N27°48'53"E	19.00'
L25	S69°17'38"W	19.00'
L26	S43°59'30"W	19.00'
L27	S64°43'52"W	19.00'
L28	N08°14'27"E	22.23'
L29	S33°54'33"E	2.77'
L30	N60°01'00"W	13.11'
L31	S01°07'31"E	4.13'
L32	N88°52'29"E	6.04'
L33	N89°49'33"E	6.00'
L34	N00°10'27"W	6.00'
L35	N89°49'33"E	5.95'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	45.94'	929.00'	02°50'00"
C2	11.18'	929.00'	00°41'22"
C3	31.24'	211.00'	08°28'57"
C4	33.49'	809.50'	02°22'13"
C5	17.66'	30.00'	33°43'52"
C6	45.01'	324.00'	07°57'32"
C7	10.43'	443.00'	01°20'58"
C8	25.02'	42.50'	33°43'52"
C9	32.38'	55.00'	33°43'52"
C10	52.45'	30.00'	100°10'18"
C11	50.12'	30.00'	95°43'12"
C12	50.22'	30.00'	95°54'23"
C13	46.17'	30.00'	88°10'16"
C14	45.37'	30.00'	86°38'44"
C15	51.26'	30.00'	97°53'34"
C16	46.56'	30.00'	88°55'39"
C17	45.52'	30.00'	86°55'55"
C18	62.09'	30.00'	118°35'20"
C19	36.13'	23.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	25.25'	50.00'	28°55'49"
C22	21.07'	50.00'	24°08'21"
C23	67.53'	42.50'	91°02'17"
C24	47.67'	30.00'	91°02'17"
C25	26.64'	75.00'	20°21'15"
C26	35.52'	100.00'	20°21'15"
C27	44.53'	30.00'	85°03'01"
C28	50.42'	30.00'	96°17'56"
C29	66.89'	212.50'	18°02'08"
C30	62.96'	200.00'	18°02'08"
C31	17.33'	200.00'	04°57'52"
C32	54.00'	424.00'	07°17'52"
C33	5.96'	455.50'	00°45'00"
C34	7.97'	881.00'	00°31'06"
C35	8.10'	259.00'	01°47'32"
C36	8.07'	472.00'	00°58'46"
C37	8.09'	372.00'	01°14'44"
C38	2.07'	54.00'	02°11'49"
C39	8.56'	54.00'	09°05'05"
C40	6.02'	56.00'	06°09'27"
C41	198.56'	242.50'	46°54'50"
C42	2.02'	59.00'	01°57'55"
C43	2.03'	259.00'	00°26'58"
C44	5.20'	259.00'	01°09'01"
C45	2.00'	472.00'	00°14'34"
C46	8.00'	472.00'	00°58'16"
C47	2.00'	472.00'	00°14'34"
C48	44.41'	125.00'	20°21'15"
C49	2.02'	372.00'	00°18'41"
C50	2.27'	26.00'	04°59'52"
C51	6.49'	881.00'	00°25'18"
C52	2.85'	881.00'	00°11'08"
C53	2.00'	881.00'	00°07'48"
C54	35.46'	23.00'	88°20'40"
C55	2.02'	472.00'	00°14'41"

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 13
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO. 06137TH

6137FP05.DWG

SHEET NO. 5

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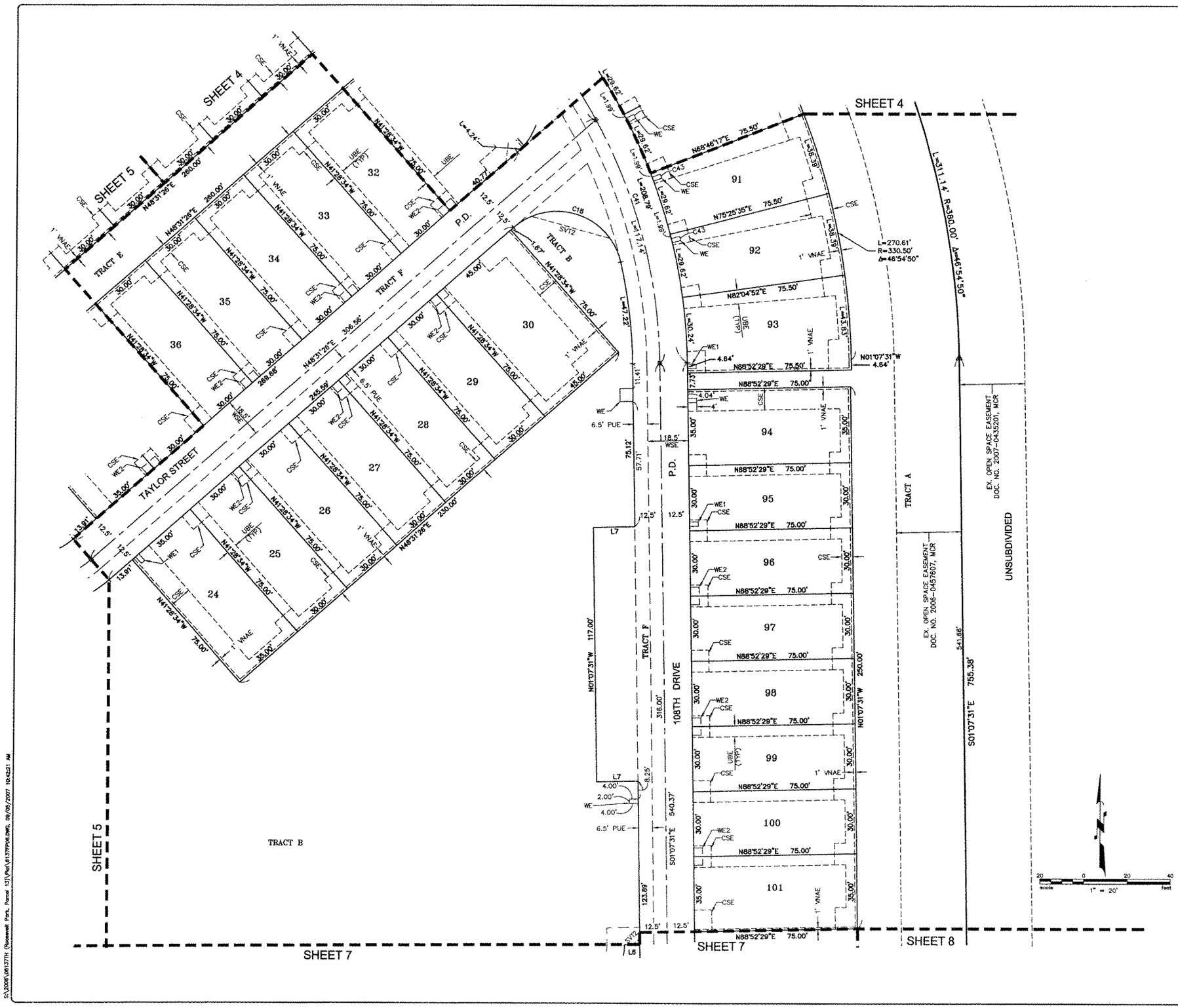

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°52'29"E	5.99'
L2	S01°07'31"E	4.46'
L3	S01°07'31"E	4.18'
L4	S77°04'20"W	36.99'
L5	S59°58'08"W	36.99'
L6	N88°52'29"E	7.01'
L7	N88°52'29"E	19.00'
L8	S49°33'43"W	19.00'
L9	N40°28'17"W	45.00'
L10	S56°25'00"W	19.00'
L11	S63°42'52"W	19.00'
L12	S69°03'04"W	19.00'
L13	S76°20'55"W	19.00'
L14	N76°11'08"W	19.00'
L15	N68°13'38"W	19.00'
L16	N58°41'44"E	19.00'
L17	S55°51'44"W	19.00'
L18	S55°15'42"W	19.00'
L19	N52°28'42"E	19.00'
L20	N46°24'51"E	19.00'
L21	S43°34'52"W	19.00'
L22	S42°39'01"W	19.00'
L23	N50°28'37"E	19.00'
L24	N27°48'53"E	19.00'
L25	S89°17'38"W	19.00'
L26	S43°59'30"W	19.00'
L27	S64°43'52"W	19.00'
L28	N05°14'27"E	22.23'
L29	S33°54'33"E	2.77'
L30	N60°01'00"W	13.11'
L31	S01°07'31"E	4.13'
L32	N88°52'29"E	6.04'
L33	N89°49'33"E	6.00'
L34	N00°10'27"W	6.00'
L35	N89°49'33"E	5.95'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	45.94'	929.00'	02°50'00"
C2	11.18'	929.00'	00°41'22"
C3	31.24'	211.00'	08°28'57"
C4	33.49'	609.50'	02°22'13"
C5	17.66'	30.00'	33°43'52"
C6	45.01'	324.00'	07°57'32"
C7	10.43'	443.00'	01°20'58"
C8	25.02'	42.50'	33°43'52"
C9	32.38'	55.00'	33°43'52"
C10	52.45'	30.00'	100°10'18"
C11	50.12'	30.00'	95°43'12"
C12	50.22'	30.00'	95°54'23"
C13	46.17'	30.00'	88°10'16"
C14	45.37'	30.00'	86°38'44"
C15	51.26'	30.00'	97°53'34"
C16	46.56'	30.00'	88°55'39"
C17	45.52'	30.00'	86°55'55"
C18	62.09'	30.00'	118°35'20"
C19	36.13'	23.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	25.25'	50.00'	28°55'49"
C22	21.07'	50.00'	24°08'21"
C23	67.53'	42.50'	91°02'17"
C24	47.67'	30.00'	91°02'17"
C25	28.64'	75.00'	20°21'15"
C26	35.52'	100.00'	20°21'15"
C27	44.53'	30.00'	85°03'01"
C28	50.42'	30.00'	96°17'56"
C29	66.89'	212.50'	18°02'08"
C30	62.96'	200.00'	18°02'08"
C31	17.33'	200.00'	04°57'52"
C32	54.00'	424.00'	07°17'52"
C33	5.96'	455.50'	00°45'00"
C34	7.97'	881.00'	00°31'06"
C35	8.10'	259.00'	01°47'32"
C36	8.07'	472.00'	00°58'46"
C37	8.09'	372.00'	01°14'44"
C38	2.07'	54.00'	02°11'49"
C39	8.56'	54.00'	09°05'05"
C40	6.02'	56.00'	06°09'27"
C41	198.56'	242.50'	46°54'50"
C42	2.02'	59.00'	01°57'55"
C43	2.03'	259.00'	00°26'58"
C44	5.20'	259.00'	01°09'01"
C45	2.00'	472.00'	00°14'34"
C46	8.00'	472.00'	00°58'16"
C47	2.00'	472.00'	00°14'34"
C48	44.41'	125.00'	20°21'15"
C49	2.02'	372.00'	00°18'41"
C50	2.27'	26.00'	04°59'52"
C51	6.49'	881.00'	00°25'18"
C52	2.85'	881.00'	00°11'06"
C53	2.00'	881.00'	00°07'48"
C54	35.46'	23.00'	88°20'40"
C55	2.02'	472.00'	00°14'41"

REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7407
fax: (480) 539-2810

FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 13
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06137TH

6137FP06.DWG

SHEET NO.
6

6 OF 9

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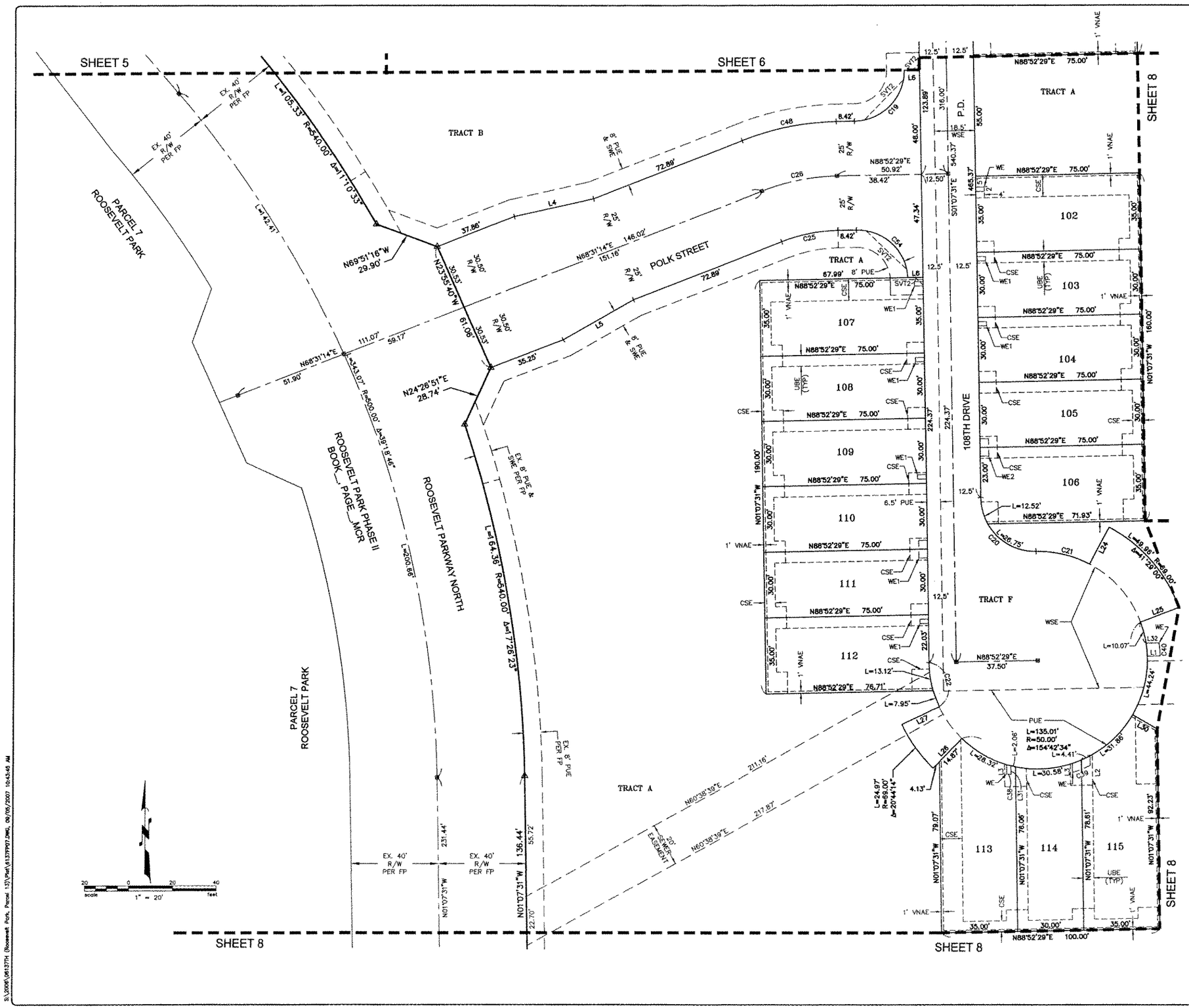

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°52'29"E	5.99'
L2	S01°07'31"E	4.46'
L3	S01°07'31"E	4.18'
L4	S77°04'20"W	36.99'
L5	S59°58'06"W	36.99'
L6	N88°52'29"E	7.01'
L7	N88°52'29"E	19.00'
L8	S49°33'43"W	19.00'
L9	N40°26'17"W	45.00'
L10	S56°25'00"W	19.00'
L11	S63°42'52"W	19.00'
L12	S69°03'04"W	19.00'
L13	S76°20'55"W	19.00'
L14	N76°11'06"W	19.00'
L15	N68°13'36"W	19.00'
L16	N58°41'44"E	19.00'
L17	S55°51'44"W	19.00'
L18	S55°16'42"W	19.00'
L19	N52°26'42"E	19.00'
L20	N46°24'51"E	19.00'
L21	S43°34'52"W	19.00'
L22	S42°39'01"W	19.00'
L23	N50°26'37"E	19.00'
L24	N27°48'53"E	19.00'
L25	S69°17'38"W	19.00'
L26	S43°59'30"W	19.00'
L27	S64°43'52"W	19.00'
L28	N08°14'27"E	22.23'
L29	S33°54'33"E	2.77'
L30	N80°01'00"W	13.11'
L31	S01°07'31"E	4.13'
L32	N88°52'29"E	6.04'
L33	N89°49'33"E	6.00'
L34	N00°10'27"W	6.00'
L35	N89°49'33"E	5.95'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	45.94'	929.00'	02°50'00"
C2	11.18'	929.00'	00°41'22"
C3	31.24'	211.00'	08°28'57"
C4	33.49'	809.50'	02°22'13"
C5	17.66'	30.00'	33°43'52"
C6	45.01'	324.00'	07°57'32"
C7	10.43'	443.00'	01°20'58"
C8	25.02'	42.50'	33°43'52"
C9	32.38'	55.00'	33°43'52"
C10	52.45'	30.00'	100°10'18"
C11	50.12'	30.00'	95°43'12"
C12	50.22'	30.00'	95°54'23"
C13	46.17'	30.00'	88°10'16"
C14	45.37'	30.00'	86°38'44"
C15	51.26'	30.00'	97°53'34"
C16	46.56'	30.00'	88°55'39"
C17	45.52'	30.00'	86°55'55"
C18	62.09'	30.00'	118°35'20"
C19	36.13'	23.00'	90°00'00"
C20	39.27'	25.00'	90°00'00"
C21	25.25'	50.00'	28°55'49"
C22	21.07'	50.00'	24°08'21"
C23	67.53'	42.50'	91°02'17"
C24	47.67'	30.00'	91°02'17"
C25	26.64'	75.00'	20°21'15"
C26	35.52'	100.00'	20°21'15"
C27	44.53'	30.00'	85°03'01"
C28	50.42'	30.00'	96°17'56"
C29	66.89'	212.50'	18°02'08"
C30	62.96'	200.00'	18°02'08"
C31	17.33'	200.00'	04°57'52"
C32	54.00'	424.00'	07°17'52"
C33	5.96'	455.50'	00°45'00"
C34	7.97'	881.00'	00°31'06"
C35	8.10'	259.00'	01°47'32"
C36	8.07'	472.00'	00°58'46"
C37	8.09'	372.00'	01°14'44"
C38	2.07'	54.00'	02°11'49"
C39	8.56'	54.00'	09°05'05"
C40	6.02'	56.00'	06°09'27"
C41	198.56'	242.50'	46°54'50"
C42	2.02'	59.00'	01°57'55"
C43	2.03'	259.00'	00°26'58"
C44	5.20'	259.00'	01°09'01"
C45	2.00'	472.00'	00°14'34"
C46	8.00'	472.00'	00°58'16"
C47	2.00'	472.00'	00°14'34"
C48	44.41'	125.00'	20°21'15"
C49	2.02'	372.00'	00°18'41"
C50	2.27'	26.00'	04°59'52"
C51	8.49'	881.00'	00°35'18"
C52	2.85'	881.00'	00°11'08"
C53	2.00'	881.00'	00°07'48"
C54	35.46'	23.00'	88°20'40"
C55	2.02'	472.00'	00°14'41"

REVISIONS:

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FINAL PLAT

PROJECT:
ROOSEVELT PARK, PARCEL 13
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06137TH

6137FP07.DWG

SHEET NO.
7

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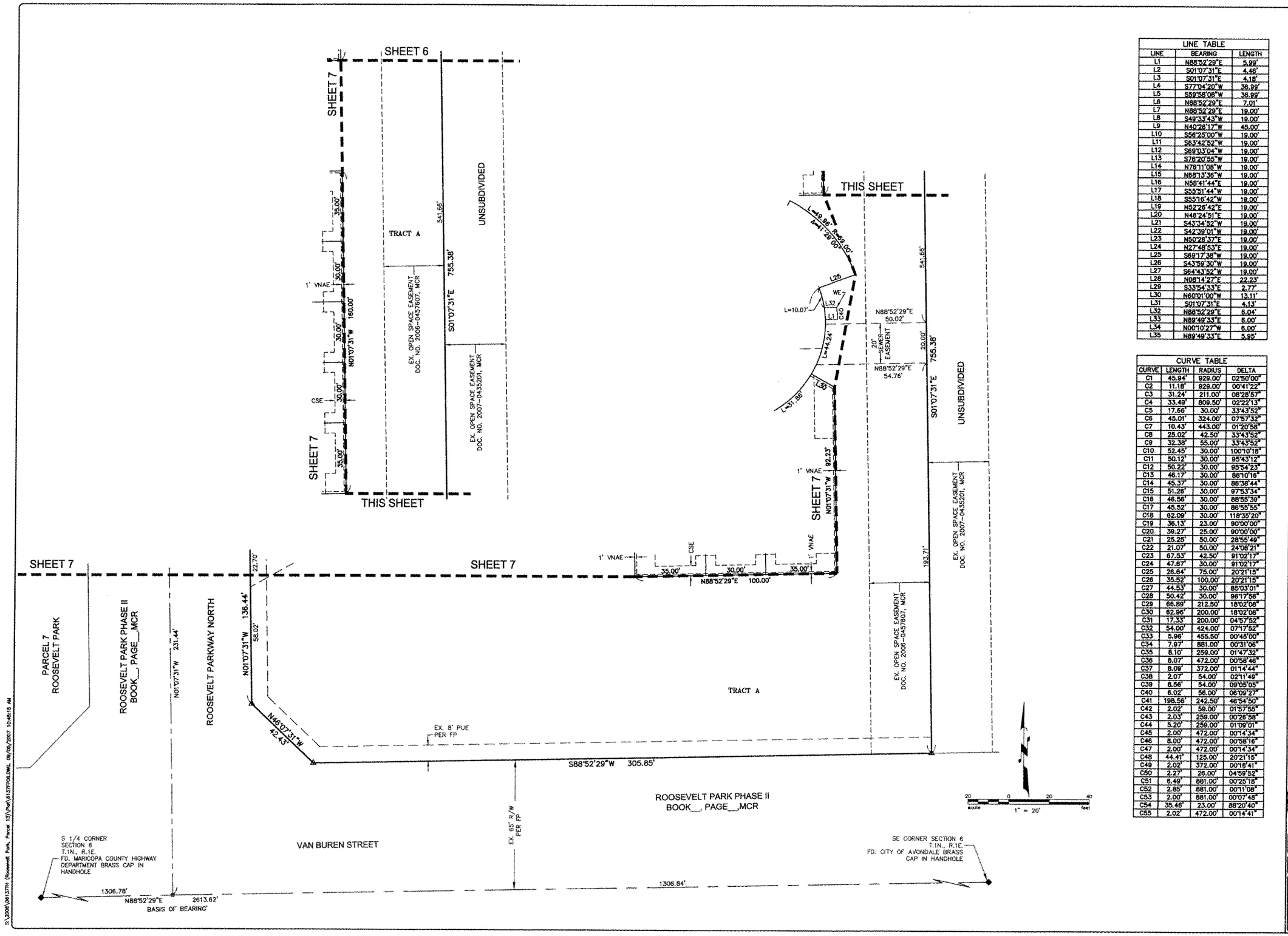

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°52'29"E	5.89'
L2	S01°07'31"E	4.46'
L3	S01°07'31"E	4.18'
L4	S77°04'20"W	36.99'
L5	S59°58'08"W	36.99'
L6	N88°52'29"E	7.01'
L7	N88°52'29"E	19.00'
L8	S49°33'43"W	19.00'
L9	N40°26'17"W	45.00'
L10	S56°25'00"W	19.00'
L11	S83°42'52"W	19.00'
L12	S69°03'04"W	19.00'
L13	S76°20'55"W	19.00'
L14	N76°11'08"W	19.00'
L15	N58°13'36"W	19.00'
L16	N56°41'44"E	19.00'
L17	S55°51'44"W	19.00'
L18	S55°16'42"W	19.00'
L19	N52°26'42"E	19.00'
L20	N46°24'51"E	19.00'
L21	S43°34'52"W	19.00'
L22	S42°39'01"W	19.00'
L23	N50°26'37"E	19.00'
L24	N27°46'53"E	19.00'
L25	S69°17'38"W	19.00'
L26	S43°59'30"W	19.00'
L27	S84°43'52"W	19.00'
L28	N08°14'27"E	22.23'
L29	S33°54'33"E	2.77'
L30	N80°01'00"W	13.11'
L31	S01°07'31"E	4.13'
L32	N88°52'29"E	6.04'
L33	N89°49'33"E	6.00'
L34	N00°10'27"W	6.00'
L35	N89°49'33"E	5.95'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	45.94'	929.00'	02°50'00"
C2	11.18'	929.00'	00°41'22"
C3	31.24'	211.00'	08°28'57"
C4	33.49'	809.50'	02°22'13"
C5	17.66'	30.00'	33°43'52"
C6	45.01'	324.00'	07°57'32"
C7	10.43'	443.00'	01°20'58"
C8	25.02'	42.50'	33°43'52"
C9	32.38'	55.00'	33°43'52"
C10	52.45'	30.00'	100°10'18"
C11	50.12'	30.00'	95°43'12"
C12	50.22'	30.00'	95°54'23"
C13	46.17'	30.00'	88°10'16"
C14	45.37'	30.00'	86°38'44"
C15	51.26'	30.00'	97°53'34"
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C24	47.67'	30.00'	91°02'17"
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C33	5.96'	455.50'	00°45'00"
C34	7.97'	881.00'	00°31'06"
C35	8.10'	259.00'	01°47'32"
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C38	2.07'	54.00'	02°11'49"
C39	8.56'	54.00'	09°05'05"
C40	6.02'	56.00'	06°09'27"
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C42	2.02'	59.00'	01°57'55"
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C44	5.20'	259.00'	01°09'01"
C45	2.00'	472.00'	00°14'34"
C46	8.00'	472.00'	00°58'16"
C47	2.00'	472.00'	00°14'34"
C48	44.41'	125.00'	20°21'15"
C49	2.02'	372.00'	00°16'41"
C50	2.27'	26.00'	04°59'52"
C51	6.49'	881.00'	00°25'18"
C52	2.85'	881.00'	00°11'08"
C53	2.00'	881.00'	00°07'48"
C54	35.46'	23.00'	88°20'40"
C55	2.02'	472.00'	00°14'41"

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FINAL PLAT

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SCOTT A. NELSON
ARIZONA, U.S.A.

JOB NO.
06137TH

6137FP08.DWG

SHEET NO.
8

8 OF 9

LOT AREA TABLE

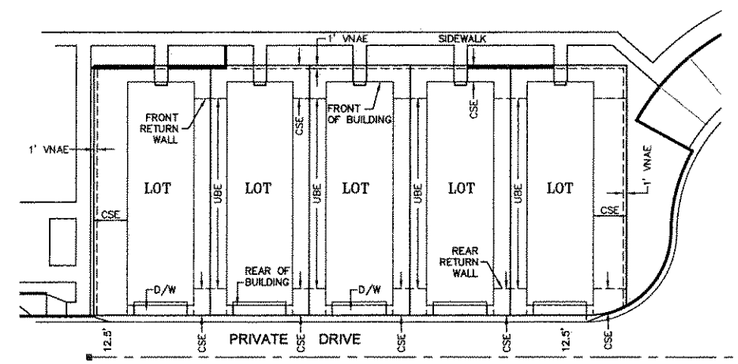
DESCRIPTION	AREA		WIDTH	DEPTH
LOT 1	2,929 SQ. FT.	0.0672 ACRES	38.27 FT.	76.50 FT.
LOT 2	2,513 SQ. FT.	0.0577 ACRES	32.81 FT.	76.50 FT.
LOT 3	2,513 SQ. FT.	0.0577 ACRES	32.81 FT.	76.50 FT.
LOT 4	2,513 SQ. FT.	0.0577 ACRES	32.81 FT.	76.50 FT.
LOT 5	2,513 SQ. FT.	0.0577 ACRES	32.81 FT.	76.50 FT.
LOT 6	2,513 SQ. FT.	0.0577 ACRES	32.81 FT.	76.50 FT.
LOT 7	2,513 SQ. FT.	0.0577 ACRES	32.81 FT.	76.50 FT.
LOT 8	2,513 SQ. FT.	0.0577 ACRES	32.81 FT.	76.50 FT.
LOT 9	2,484 SQ. FT.	0.0570 ACRES	32.44 FT.	76.50 FT.
LOT 10	2,467 SQ. FT.	0.0566 ACRES	32.22 FT.	76.50 FT.
LOT 11	2,467 SQ. FT.	0.0566 ACRES	32.22 FT.	76.50 FT.
LOT 12	2,467 SQ. FT.	0.0566 ACRES	32.22 FT.	76.50 FT.
LOT 13	2,467 SQ. FT.	0.0566 ACRES	32.22 FT.	76.50 FT.
LOT 14	3,672 SQ. FT.	0.0843 ACRES	47.93 FT.	76.50 FT.
LOT 15	2,844 SQ. FT.	0.0653 ACRES	37.39 FT.	76.00 FT.
LOT 16	2,449 SQ. FT.	0.0562 ACRES	32.20 FT.	76.00 FT.
LOT 17	2,449 SQ. FT.	0.0562 ACRES	32.20 FT.	76.00 FT.
LOT 18	2,457 SQ. FT.	0.0564 ACRES	32.30 FT.	76.00 FT.
LOT 19	2,305 SQ. FT.	0.0529 ACRES	30.33 FT.	76.00 FT.
LOT 20	3,871 SQ. FT.	0.0889 ACRES	50.93 FT.	76.00 FT.
LOT 21	3,515 SQ. FT.	0.0807 ACRES	46.25 FT.	76.00 FT.
LOT 22	2,281 SQ. FT.	0.0524 ACRES	30.00 FT.	76.00 FT.
LOT 23	3,654 SQ. FT.	0.0839 ACRES	45.00 FT.	76.33 FT.
LOT 24	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 25	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 26	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 27	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 28	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 29	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 30	3,375 SQ. FT.	0.0775 ACRES	45.00 FT.	75.00 FT.
LOT 31	3,375 SQ. FT.	0.0775 ACRES	45.00 FT.	75.00 FT.
LOT 32	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 33	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 34	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 35	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 36	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 37	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 38	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 39	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 40	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 41	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 42	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 43	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 44	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 45	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 46	3,368 SQ. FT.	0.0773 ACRES	45.00 FT.	75.00 FT.
LOT 47	3,370 SQ. FT.	0.0774 ACRES	45.00 FT.	75.00 FT.
LOT 48	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 49	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 50	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 51	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 52	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 53	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 54	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 55	3,245 SQ. FT.	0.0745 ACRES	35.00 FT.	82.02 FT.
LOT 56	2,311 SQ. FT.	0.0531 ACRES	30.00 FT.	75.00 FT.
LOT 57	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 58	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 59	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 60	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 61	3,374 SQ. FT.	0.0775 ACRES	45.00 FT.	75.00 FT.
LOT 62	3,375 SQ. FT.	0.0775 ACRES	45.00 FT.	75.00 FT.
LOT 63	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 64	2,615 SQ. FT.	0.0600 ACRES	35.00 FT.	75.00 FT.
LOT 65	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 66	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 67	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 68	3,349 SQ. FT.	0.0769 ACRES	45.00 FT.	75.00 FT.
LOT 69	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 70	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 71	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 72	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 73	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 74	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 75	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 76	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 77	3,398 SQ. FT.	0.0780 ACRES	45.29 FT.	75.00 FT.
LOT 78	2,679 SQ. FT.	0.0615 ACRES	35.48 FT.	75.50 FT.
LOT 79	2,354 SQ. FT.	0.0540 ACRES	31.18 FT.	75.50 FT.
LOT 80	2,354 SQ. FT.	0.0540 ACRES	31.18 FT.	75.50 FT.
LOT 81	2,354 SQ. FT.	0.0540 ACRES	31.18 FT.	75.50 FT.
LOT 82	2,354 SQ. FT.	0.0540 ACRES	31.18 FT.	75.50 FT.
LOT 83	2,354 SQ. FT.	0.0540 ACRES	31.18 FT.	75.50 FT.
LOT 84	2,354 SQ. FT.	0.0540 ACRES	31.18 FT.	75.50 FT.
LOT 85	2,762 SQ. FT.	0.0634 ACRES	36.57 FT.	75.50 FT.
LOT 86	2,744 SQ. FT.	0.0630 ACRES	36.34 FT.	75.50 FT.
LOT 87	2,543 SQ. FT.	0.0584 ACRES	33.61 FT.	75.50 FT.
LOT 88	2,567 SQ. FT.	0.0589 ACRES	33.93 FT.	75.50 FT.
LOT 89	2,567 SQ. FT.	0.0589 ACRES	33.93 FT.	75.50 FT.
LOT 90	2,567 SQ. FT.	0.0589 ACRES	33.93 FT.	75.50 FT.
LOT 91	2,567 SQ. FT.	0.0589 ACRES	33.93 FT.	75.50 FT.
LOT 92	2,567 SQ. FT.	0.0589 ACRES	33.93 FT.	75.50 FT.
LOT 93	2,971 SQ. FT.	0.0682 ACRES	39.24 FT.	75.50 FT.
LOT 94	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 95	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 96	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 97	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 98	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 99	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 100	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 101	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 102	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 103	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 104	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 105	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 106	2,613 SQ. FT.	0.0600 ACRES	35.00 FT.	75.00 FT.
LOT 107	2,625 SQ. FT.	0.0603 ACRES	35.00 FT.	75.00 FT.
LOT 108	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 109	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 110	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 111	2,250 SQ. FT.	0.0517 ACRES	30.00 FT.	75.00 FT.
LOT 112	2,632 SQ. FT.	0.0604 ACRES	35.00 FT.	75.00 FT.
LOT 113	2,877 SQ. FT.	0.0660 ACRES	35.00 FT.	76.06 FT.
LOT 114	2,273 SQ. FT.	0.0522 ACRES	30.00 FT.	76.06 FT.
LOT 115	3,132 SQ. FT.	0.0719 ACRES	35.00 FT.	78.61 FT.

TOTAL AREA 290,459 SQ. FT. OR 6.6680 ACRES MORE OR LESS

TRACT TABLE

TRACT	AREA (acres)	DESCRIPTION OF USE
A	4.047	RETENTION/LANDSCAPE/AMENITIES/PUE
B	2.172	LANDSCAPE/SWE/DRAINAGE/PUE
C	0.311	LANDSCAPE/SWE/DRAINAGE
D	0.285	LANDSCAPE/SWE/DRAINAGE
E	0.287	LANDSCAPE/SWE/DRAINAGE
F	2.255	WATER & SEWER EASEMENT/PUE/DRAINAGE/INGRESS & EGRESS/EMERGENCY/PARKING/REFUSE COLLECTION
TOTAL	9.357	

NOTE: NOT ALL OF THE EASEMENTS LISTED IN THE TRACT SUMMARY TABLE ENCOMPASS THE ENTIRE TRACT.



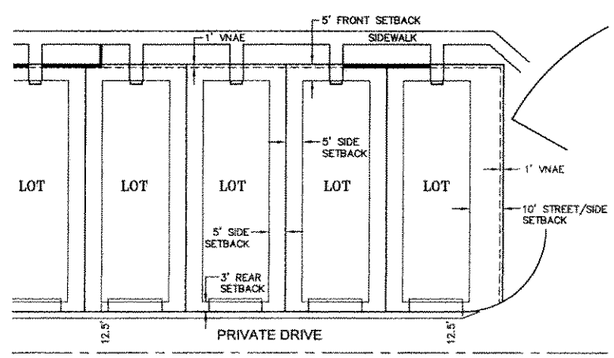
TYPICAL
*** USE BENEFIT EASEMENT (UBE) DETAIL**
*** COMMON OPEN SPACE EASEMENT (CSE) DETAIL**

LAND USE TABLE

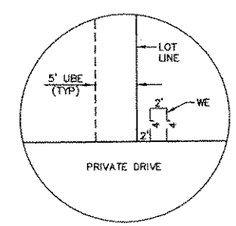
GROSS ACREAGE AREA	16.30 ACRES
RIGHT-OF-WAY	0.28 ACRES
NET ACREAGE	16.02 ACRES
AREA OF TRACTS	9.36 ACRES
AREA OF LOTS	6.67 ACRES
TOTAL NUMBER OF LOTS	115 LOTS
OVERALL DENSITY	7.06 DU/GROSS AC
AVERAGE AREA PER LOT	2,526 SF
MINIMUM LOT AREA	2,250 SF

600 SERIES SAVANNAH		
	DEVELOPMENT STANDARDS	MINIMUM LOT SIZE
PRODUCT	SAVANNAH	FRONT
FRONT SETBACK	5'	
REAR SETBACK	3'*	
INTERNAL SIDE SETBACK	5'	75'
STREET SETBACK	10'	
LOT COVERAGE	60%	
MAX BUILDING HEIGHT	2 STORY-30'	30' REAR

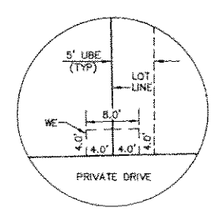
* SECOND STORY MAY CANTILEVER OUT 18" ON DUPLEX, AND 12" ON SAVANNAH



TYPICAL LOT SETBACK DETAIL
(N.T.S.)



TYPICAL WATER EASEMENT (WE1)
POPOUT DETAIL 1
N.T.S.



TYPICAL WATER EASEMENT (WE2)
POPOUT DETAIL 2
N.T.S.

COMMON OPEN SPACE EASEMENT

1. PEDESTRIAN INGRESS AND EGRESS FOR LOTS SHOWN ON SAID PLAT IS PROVIDED BY A COMMON OPEN SPACE EASEMENT (CSE), EXTENDING INTO EACH LOT FROM THE LOT LINE TO THE FRONT OR SIDE OF THE BUILDING ON THE FRONT, SIDE OR REAR RETURN WALL, AS SHOWN ON THE TYPICAL COMMON OPEN SPACE EASEMENT DETAIL.
2. THE CSE MAY BE USED FOR PEDESTRIAN INGRESS AND EGRESS, DRAINAGE CONVEYANCE, LANDSCAPE AND MAINTENANCE ACCESS.
3. PARKING IS PROHIBITED WITHIN THE CSE.
4. PUBLIC UTILITY EASEMENTS (PUE), MAY CROSS PORTIONS OF THE CSE, AS SHOWN ON THIS PLAT.
5. ADDITIONAL USES, TERMS, CONDITIONS AND RESTRICTIONS GOVERNING THE CSE ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS PLAT TO BE RECORDED HEREAFTER.
6. THE ACTUAL CSE WIDTH WILL VARY AND BE DETERMINED BY THE LOCATION OF THE BUILDINGS AND RETURN WALLS CONSTRUCTED ON THE LOTS AS THE WIDTH OF THE CSE SHALL EXTEND FROM THE LOT LINE TO THE OUTSIDE FACE OF THE BUILDING AND THE OUTSIDE FACE OF THE RETURN WALL.

USE AND BENEFIT EASEMENT

1. LOTS SHOWN ON SAID PLAT SHALL HAVE A PRIVATE USE AND BENEFIT EASEMENT (UBE) OF NOT LESS THAN FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE TO THE EXTERIOR BUILDING STEM WALL OF THE AFFECTED LOT) AND EXTENDING FROM THE FRONT RETURN WALL OF THE AFFECTED LOT TO THE REAR RETURN WALL OF THE AFFECTED LOT, ALL AS ILLUSTRATED ON THE TYPICAL USE BENEFIT EASEMENT DETAIL.
2. THE UBE MAY BE USED (1) BY THE BENEFITED LOT FOR LANDSCAPING, DRAINAGE CONVEYANCE AND MAINTENANCE PURPOSES AND (2) BY THE AFFECTED LOT FOR DRAINAGE CONVEYANCE AND FOR MAINTENANCE OF THE SIDE YARD RETURN WALL AND THE EXTERIOR PORTION OF THE RESIDENCE AND RETURN.
3. PERMANENT HARDSCAPE STRUCTURES (EXCEPT SIDEYARD WALLS) AS DEFINED BY THE COVENANTS, CONDITIONS, RESTRICTIONS ARE PROHIBITED WITHIN THE UBE.
4. USES AND TERMS, CONDITIONS AND RESTRICTIONS GOVERNING THE UBE'S ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS PLAT TO BE RECORDED HEREAFTER.
5. THE ACTUAL UBE LENGTH SHALL BE DETERMINED BY THE LOCATION OF THE RETURN WALLS CONSTRUCTED ON THE LOTS AS THE LENGTH OF THE UBE SHALL EXTEND FROM THE OUTSIDE FACE OF THE FRONT RETURN WALL TO THE OUTSIDE FACE OF THE REAR RETURN WALL.

REVISIONS:

M2 Group, Inc.
4654 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT: ROOSEVELT PARK, PARCEL 13
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

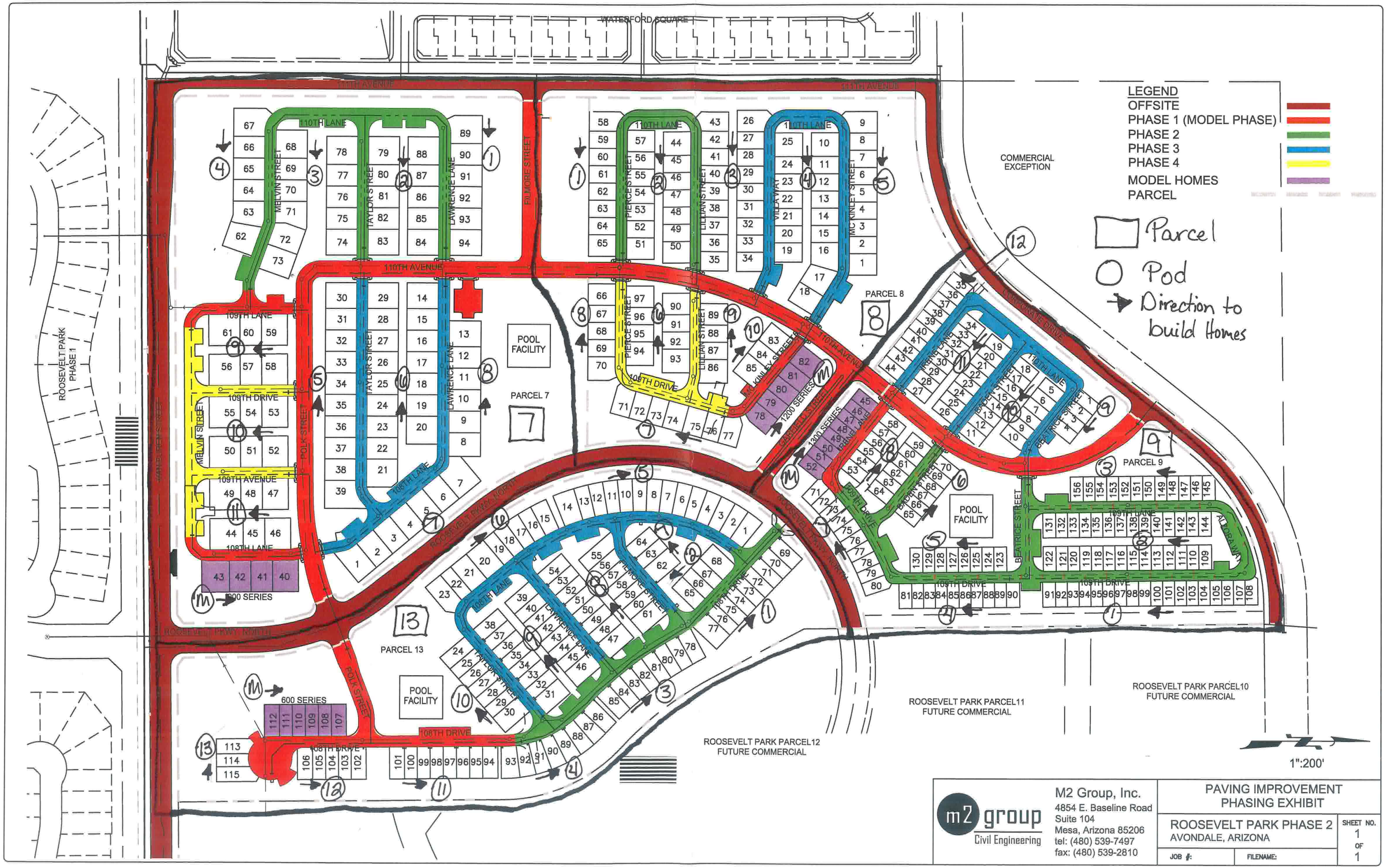
JOB NO. 06137TH

6137FP09.DWG

SHEET NO. 9

9 OF 9

5:\2006\06137TH (Roosevelt Park, Parcel 13)\Plat\6137FP09.DWG, 09/05/2007 11:09:15 AM



m2 group
Civil Engineering

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

PAVING IMPROVEMENT PHASING EXHIBIT

ROOSEVELT PARK PHASE 2
AVONDALE, ARIZONA

JOB #:

FILENAME:

SHEET NO. 1 OF 1

	Parcel 7	Parcel 8	Parcel 9	Parcel 13
	Casitas	**Laurel**	**Duplex**	**Savannah**
Net Acres	23	14	14	18
Units	94	97	156	115
Net Density	4.03	6.95	11.58	6.67
Min. Lot Width	50 ft.	40 ft.	27.5 ft.	30 ft.
Min. Lot Depth	73 ft.	64 ft.	58 ft.	75 ft.
Min. Lot Area	3,650 sq. ft.	2,560 sq. ft.	1,450 sq. ft.	2,250 sq. ft.
Front Setback	5’	5’	5’	5’
Rear Setback	3’	3’	3’	3’
Side Setback	5’	5’	0’/7.5’	5’
Street Side Setback	10’	10’	10’	10’
Lot Coverage	60%	63%	70%.	60%

CITY COUNCIL REPORT

SUBJECT:
Amendment No. 3 to the Professional Services agreement with Coe and Van Loo for the Del Rio Booster Facility

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 3 to the Professional Services Agreement with Coe and Van Loo, LLC., for additional design and construction management services associated with the Del Rio Booster Facility, in an amount not to exceed $129,239 for a revised total contract amount of $509,789, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The 2005 Water Master Plan identified the need for the development of the Del Rio Water Facility, which will ultimately include 7.0 million gallons (MG) of storage and a booster pump station with a capacity of 12,000 gallons per minute (gpm). The first phase includes a 3.5 million gallon reservoir and booster pump capacity of 8,000 gpm.

On September 7, 2004, the City Council approved a professional services agreement with CVL to design the Del Rio Ranch Reservoir and Booster Pump Station Improvement Project (Del Rio Water Facility) to ensure adequate water pressures and flows in the growing southern section of the City. The original scope of services required CVL to perform field investigations, develop a preliminary design report, and produce construction drawings and specifications.

City Council approved amendment No. 1 to the agreement on November 14, 2005. This amendment allowed the consultant to provide staff assistance during the selection of a Construction Manager at Risk and construction administration services during pre-construction and the construction phase of the project.

City Council awarded a Construction Manager at Risk contract to Felix Construction on May 15, 2006 to provide pre-construction related services. GMP No.1 authorizing construction of the 3.5 MG reservoir was awarded to Felix by the City Council on September 18, 2006. GMP No. 2 includes the construction of the remaining infrastructure within the booster facility and was approved by Council on April 2, 2007.

The construction of the first phase, a 3.5 MG storage reservoir was completed in June 2007. The Construction Manager at Risk, Felix Construction, began construction of the second phase, the booster pump facilities in April 2007 with a final completion date of June 2008.

Amendment No. 2 to Coe and Van Loo's contract was approved on January 4, 2007 and was within the City Managers signing authority. This amendment addressed additional services required to complete the security system design, changes to the air conditioning system and additional architectural reviews necessary to complete the facility design.

DISCUSSION:

The initial water source for the Del Rio Water Facility will be Well 21, located at the southeast corner of

Durango Street and El Mirage Road. A second well is being planned in conjunction with Salt River Project and will be sited within the booster facility. The Water Master Plan recommends developing additional wells to supply the Del Rio Water Facility, as the property to the south of Lower Buckeye is converted from agricultural to urban uses.

To meet water demands due to growth and to provide necessary back-up supply, it is necessary to expedite construction of well 21. The well will be completed in conjunction with the Del Rio Water Facility. To expedite construction, additional design and construction management services is necessary from Coe & Van Loo. These services will include:

- Draft Storm Water Protection Plan for the Booster Facility, as required by City Design Standards
- Finalizing the well and well site design
- Preparing construction documents and well equipment technical specifications
- Additional construction inspection services related to the construction of the booster facility and well site

SCHEDULE:

City Council Approval:	November 5, 2007
Complete wellhead design:	December 20, 2007
Construction starts:	January 5, 2008
Substantial completion:	May 2, 2008
Final acceptance:	June 2, 2008

BUDGETARY IMPACT:

Funding for Amendment No. 3 is available in the Capital Improvement Budget, Southeast Reservoir and Booster (514-1077-00-8520).

RECOMENDATION:

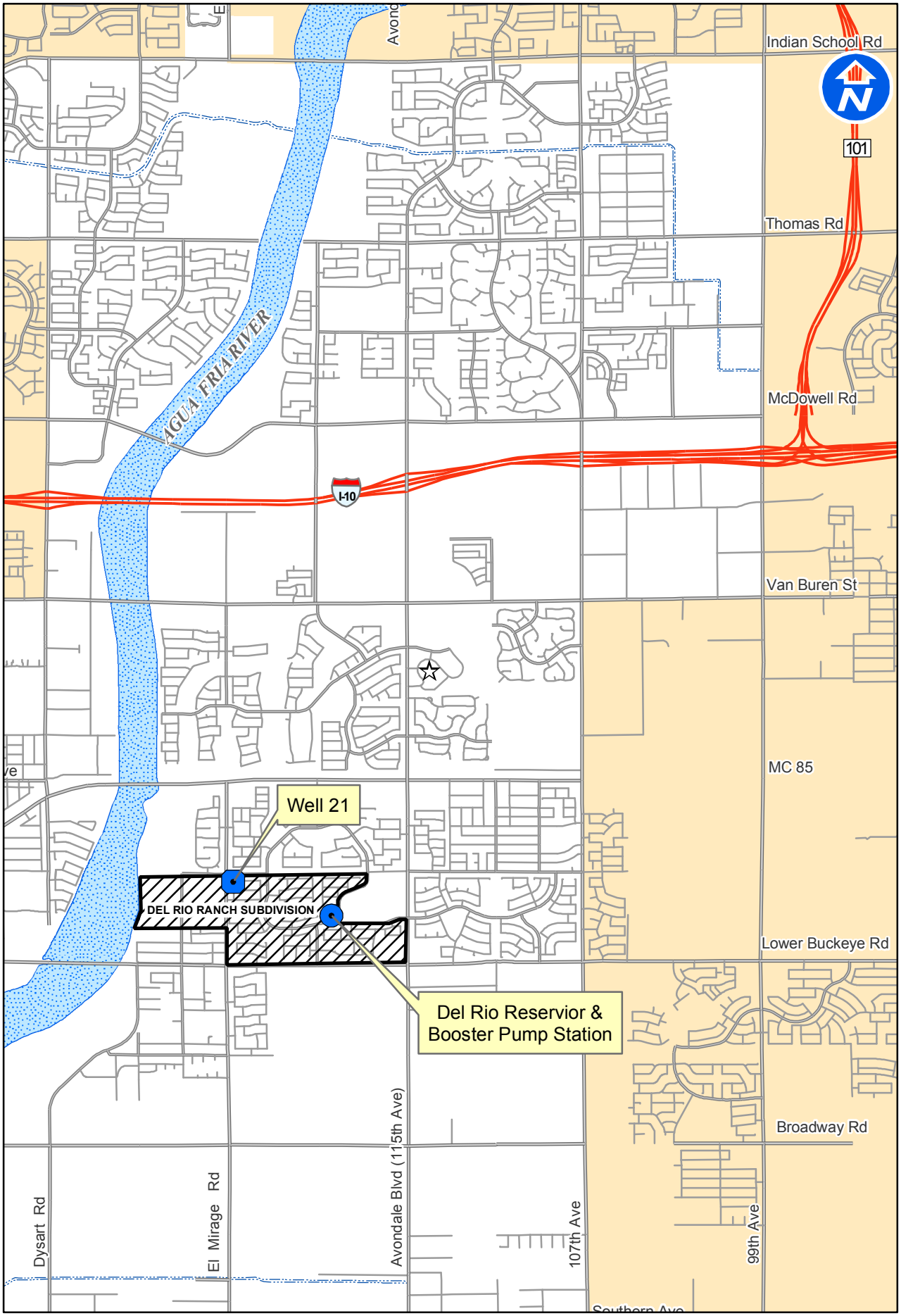
Staff recommends that the City Council approve Amendment No. 3 to the Professional Services Agreement with Coe and Van Loo, LLC., for additional design and construction management services associated with the Del Rio Booster Facility, in an amount not to exceed $129,239 for a revised total contract amount of $509,789, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Well 21 & Booster Station vicinity map
- PSA - CVL Del Rio Booster

VICINITY MAP



July 2006 - GIS / MAPPING SECTION

CITY OF AVONDALE

Del Rio Reservior & Booster Pump Station

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
COE AND VAN LOO L.L.C.

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is made as of November 5, 2007, between the City of Avondale, an Arizona municipal corporation (the "City") and Coe and Van Loo L.L.C., an Arizona limited liability company (the "Contractor").

RECITALS

A. The City and the Contractor entered into a Professional Services Agreement, dated September 7, 2004, to provide professional design services for the City's Del Rio Ranch Booster Pump Station and Reservoir Facility project (the "Initial Agreement").

B. The Initial Agreement was amended on November 14, 2005 for the purpose of providing additional design and construction management services for the project (the "First Amendment") and on January 4, 2007 for the purpose of providing additional electrical, mechanical and architectural services for the project (the "Second Amendment"). The Initial Agreement, the First Amendment and the Second Amendment are collectively referred to herein as the "Agreement."

C. The City has determined that additional services by the Contractor are necessary to complete the project (the "Additional Services").

D. The City and the Contractor desire to enter into this Third Amendment to provide for the Additional Services and extend the term.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement shall be extended from August 1, 2007 to July 15, 2008.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Scope and Fee Proposals attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Contractor's total compensation under the Agreement shall be increased by no more than $129,239, from $380,550 to $509,789 as consideration for the Additional Services as set forth in Exhibit A.

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

5. Non-Default. By executing this Third Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement.

6. Conflict of Interest. This Third Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**Contractor**"

COE AND VAN LOO L.L.C.,
an Arizona limited liability company

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, 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 _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2007, by _____ as _____ of COE AND VAN LOO L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
COE AND VAN LOO L.L.C.

[Scope and Fee Proposals]

See following pages.

Coe and Van Loo L.L.C.
4550 North 12th Street
Phoenix, Arizona 85014-4291
Phone: (602)264-6831 Fax: (602)264-0928

CHANGE ORDER

Mr. Steve Ruppenthal
City of Avondale
399 E. Lower Buckeye
Avondale, AZ. 85323

Re: Del Rio Rancho Booster Pump Station
Project No. 1.07.1037113

Dear Mr. Ruppenthal:

Coe and Van Loo L.L.C. (CVL) is pleased to submit this Change Order for professional services regarding the subject project. For the fees as listed, we will perform the following services:

Phase Code	Phase Description	Bill Type	Previous Budget	Change in Labor Budget	Change in Consultant Budget	Revised Total Budget
8.001	Well No. 21 Engineering Design Services See Attached Scope	L.S.	-	$47,970	-	$47,970
8.909	Well Reimbursables See Attached Scope	L.S.	-	$2,100	-	$2,100
9.001	Del Rio WBS SWPPP - See attached Scope	L.S.	-	$9,000	-	$9,000
9.909	Del Rio WBS SWPPP - Reimbursables See Attached Scope	L.S.	-	$1,000	-	$1,000
					Total this Change Order	$60,070
					Previous approved Change Orders	-
					Original Contract Total	$380,550
					Revised Contract Total	$440,620

We would expect to start our services promptly after receipt of your acceptance and complete our services in a timely manner. All terms contained in the original contract for Del Rio Rancho Reservoir and Booster Pump Station shall remain in effect for this Change Order.

If this proposal is agreeable to you, we would appreciate your signing the enclosed copy in the space provided below and returning it to the undersigned. The proposal will be open for acceptance for sixty (60) days unless changed by us in writing.

Coe and Van Loo L.L.C.

Les F. Olson

By: Les F. Olson, P.E., R.L.S.
Title: Director
Date: August 17, 2007

By:
Title:
Date:

N:\037113\05 Del Rio Ranch WBS\Admin\072407-CO.doc

DEL RIO RESERVOIR & BOOSTER PUMP STATION
WELL NO 21 CHANGE ORDER REQUEST
SCOPE OF WORK
JULY 2007

PROJECT DESCRIPTION

CVL will prepare contract documents for the well site using hydraulic and pumping rate recommendations provided by City of Avondale Hydrogeologic Consultanrt. Recommended well pumping rates will be the basis for the design and used to size the well pump.

This project consists of a new domestic water well located near the southeast corner of El Mirage Road and Durango that will supply water to the storage reservoir located at the Del Rio Booster Pump Station (BPS) (currently under design). Logic in the PLC at Del Rio BPS will include the logic to control Well 21 based on reservoir level.

The well pump will contain a solenoid operated water valve(s) that will open to waste the initial well water discharge. A cyclonic de-sander will be added to the above ground well discharge piping.

480V, 3-Phase power for the well site will be derived from a new SRP electrical service.

A diesel powered standby generator and automatic transfer switch will be designed to serve power to the facility during a utility power failure. The transfer switch will automatically transfer power from utility to the generator and back again when utility power resumes. The generator will be specified with a sound-attenuated enclosure.

A flowmeter will be provided on the well pump discharge to monitor and totalize well pump flow.

A microwave radio, antenna and tower will be provided to monitor and control the well site from Del Rio BPS through the City's wide area network (WAN). Status and alarm signals from the well site will be transmitted to Field Operations, where it will be re-transmitted to City Hall, Del Rio BPS and the SCADA master located at the Cold Water Springs Booster Pump Station.

The microwave communication tower will also contain a video camera and motion sensor for site security. The security system will be designed as a separate set of plans and is included as part of this proposal.

One or two pole mounted area lights will be provided for task lighting near the well pump and the electrical equipment. Site lighting will be controlled by an On-Off-Photocell, three-position selector switch located on the electrical switchgear.

There will be no disinfection system at the well site. Well water disinfection will be occur at the Del Rio Ranch Reservoir and Booster Pump Station by others.

- CVL will obtain appropriate well test information and design pumps, control system, and ancillary equipment, based in hyrogeologic and pumping rate recommendations provided by AMEC.

- Under this task, design criteria will be developed: equipment will be sized and selected; detailed hydraulic, process, and structural calculations prepared; and electrical facilities sized. CVL will coordinate with utility companies as needed. Equipment evaluations, (i.e. pump type, piping systems, valves, controls) will be performed and recommendations made. A preliminary site plan will be prepared.

- Results of the preliminary design will be presented in a Design Report, which will include calculations, design criteria, equipment data sheets, preliminary site plan, and a written report on recommendations for equipment and siting, as well as permit status and requirements. Copies will also be provided to the client for distribution to the City of Avondale and other regulatory agencies. Provide written control descriptions for the RTU programming at the well site and SCADA system modifications to the PC workstation at Cold Water Springs Booster Pump Station.

- After the Design Report is approved by the client and the City of Avondale, CVL will prepare all drawings reasonably required for the design and construction of the facility. The plans shall be prepared on "D" sized drawings using Microstation CAD software. Technical specifications will be prepared consisting of bidding documents, contract forms, general and special conditions.

- An opinion of probable construction cost will be prepared and submitted to the client at the 90% design completion level.

- CVL will submit the Contract Documents to the appropriate reviewing agencies for review and approval and revise the documents as necessary.

- CVL will assist the client in the bidding process as described below:
  - CVL will provide contract documents to the client for bidding purposes.
  - Pre-bid Conference – CVL will orchestrate a pre-bid conference to be held at the City of Avondale offices. We will issue meeting minutes.
  - Answering Bidder's Questions – CVL will field bidder's questions during the bid phase.
  - Addenda – It is assumed that up to two (2) addenda will be necessary to address bidder's questions during this phase.

- Evaluation of Bids – CVL will evaluate all bids received and recommend award to the client.

- Temporary Construction Easement (TCE) legal and exhibit.

- Temporary Construction Easement (TCE) boundary staking for AMEC well drilling tasks.

CLARIFICATIONS AND EXCLUSIONS

- Construction staking not included.

- The City of Avondale standards will form the basis of the well system design.

- All Electrical engineering, instrumentations, controls, and power system design will be performed by DARcor & Associates, Inc. as subconsultants to CVL.

- Reimbursables including travel, printing and MCESD expedited review, are included in our proposed fee.

REIMBURSABLES

Prints, Reproductions, and Travel:
All charges for prints, deliveries, mileage, reproductions, and photo work will be billed as a lump sum fee.

Other Reimbursable Expenses:
All charges for filing fees, permits, title reports, bond premiums, soils investigations, aerial mapping, and other charges not paid directly by the client will be billed on a time and materials basis in accordance with the attached fee schedule.

COE AND VAN LOO L.L.C.

CURRENT FEE SCHEDULE - January 1, 2006

A. PERSONNEL SERVICES

	RATE/HOUR
ENGINEERING	
Principal Engineer	$140.00
Director	135.00
Project Manager	130.00
Senior Project Engineer	115.00
Project Engineer/Assistant Project Manager	110.00
Staff Engineer	100.00
PLANNING/LANDSCAPE ARCHITECTURE	
Principal Planner/Principal Landscape Architect	140.00
Director	135.00
Project Manager	130.00
Senior Project Planner/Senior Project Landscape Architect	115.00
Project Planner/Project Landscape Architect/Assistant Project Manager	110.00
Staff Planner/Staff Landscape Architect	100.00
ENGINEERING/PLANNING/LANDSCAPE ARCHITECTURE	
Senior Designer	95.00
Project Designer	85.00
Designer	80.00
Senior Drafter	75.00
Project Drafter	65.00
Drafter	60.00
CONSTRUCTION SERVICES	
Director	135.00
Senior Manager	120.00
Manager	110.00
Supervisor	100.00
Observer	75.00
SURVEYING	
Survey Manager	135.00
Senior Land Surveyor	95.00
Project Land Surveyor	90.00
Staff Land Surveyor/Crew Chief	85.00
3-Person Regular Survey Crew	155.00
GPS Equipped Survey Crew	210.00
SPECIAL	
Project Coordinator	$65.00/hour
Typist/Clerical (identifiable work, legal descriptions, reports, specifications, etc.)	60.00/hour
Plans Coordinator/Expediter	65.00/hour
Deliveries	55.00/hour
Deliveries (by outside service)	At Actual Cost
Court Testimony (1 day minimum, in court time, depositions, preparation, etc.)	$1,500.00/day

OVERTIME PREMIUM

For client authorized overtime, non-exempt employees and survey crews will be billed at 1.5 times the rate/hour fees above.

B. TRAVEL & TRANSPORTATION EXPENSES

1. Travel expenses, lodging and subsistence ..... At Actual Cost
2. Auto or Truck ..... I.R.S Allowable Rate/mile
3. Equipment Rental ..... At Actual Cost

C. OTHER REIMBURSABLE COSTS

1. Long distance communications and postage ..... At Actual Cost
2. Filing fees and permits ..... At Actual Cost
3. Prints, reproductions and photo work ..... At Actual Cost

D. OUTSIDE CONSULTANTS

All outside consultants required in the course of the work will be charged at actual cost plus 15%

E. SALES TAX

The above fees and charges do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.

Fees and all other charges will be billed monthly as the work progresses, and the amount of each billing shall be due and payable ten (10) days after the date of such billing. Any portion of a billing not paid within thirty (30) days of the billing shall be considered delinquent and shall bear a delinquency charge of one and one-half (1 ½) percent per month (annual percentage rate 18 percent) on the unpaid balance, but in no event shall said delinquency charge or the payment thereof extend the due date.

Should legal action be necessary to enforce the provisions of any contract or agreement entered into in which this schedule is a part, the client agrees to pay all attorney's fees and court costs incurred in the prosecuting thereof.

All fees set forth in any contract or agreement entered into, in which this schedule is a part, are subject to reasonable escalation as required to offset inflationary increases in our cost of doing business.

CVL Construction Services, LLC

July 25, 2007

Mr. Brad Richards
Coe & Van Loo Consultants, Inc.
4550 North 12th Street
Phoenix, Arizona 85014

Re: Del Rio Reservoir and Booster Pump Station – SWPPP

Dear Mr. Richards:

CVL Construction Services, LLC (CCS) is pleased to submit this revised proposal detailing CCS' scope of Storm Water Pollution Prevention Plan (SWPPP) services for the Del Rio Reservoir and BPS project.

As part of CCS' commitment to "Service First" and our goal of continuing our long term trade partnership with City of Avondale, CCS is prepared to provide the following services in the management of the SWPPP for the Del Rio Reservoir & BPS Project:

- Provide an initial on-site visit to assure the accuracy of the design and to define the correct scope of SWPPP work.
- Prepare and provide a SWPPP Report and/or Map or Map revision as required.
- Provide SWPPP Map revisions as directed by the client to assure the project's conformance to the Plan, the most current standards of practice and to the project's construction status.
- Provide value engineering of Best Management Practices (BMPs) facilities.
- Create a strong cost efficient program through continuous inspections, and recommended maintenance, with distribution of Inspection/Maintenance Checklists and Corrective Action Reports to City of Avondale's staff and Contractor.
- Provide preparation and submission of the Notice of Intent (NOI) and Notice of Termination (NOT).
- Coordinate the installation of a combination lock box at the site for maintenance of SWPPP plans, maps and inspection reports.

The fees for these services are defined as follows and outlined on the attached Exhibit A (Del Rio BPS SWPPP Investigation/Remediation Fee Summary).

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

SCOPE OF WORK:

1.001 Initial Site Visit **Lump Sum Fee: $300**

- CCS will provide one (1) initial project site visit to assure that the SWPPP Map preparation conforms to needed and applicable standards.

1.002 SWPPP Reports, Maps and Revisions **Lump Sum Fee: $4,500**

- CCS will prepare and provide a Site SWPPP Report and Map, which includes the Notice of Intent (NOI) and Notice of Termination (NOT), as is required for the project. This Report and Map will be prepared based on information provided by the City of Avondale and from the electronic data base design plans prepared by Coe & Van Loo Consultants, Inc. (CVL). This subject Plan is to be installed and maintained by others (Contractor) under contract to the City of Avondale. CCS will revise the Site Map if so directed by the City of Avondale.

1.003 SWPPP Site Services **Lump Sum Fee: $4,200**

- CCS will visit the project site on a fourteen (14) calendar day interval or post rain event (greater than or equal to .50 in.), whichever occurs sooner. During these visits, CCS will prepare reports fulfilling the requirements of the Arizona Pollution Discharge Elimination System General Permit for Discharge from Construction Activities to Waters of the United States (Permit No. AZG 2003-001), as required by the statutory jurisdictional regulatory agency Arizona Department of Environmental Quality (ADEQ). CCS' reports will include appropriate site remediation recommendations. These reports will be distributed to City of Avondale Management, site files, CCS office and the Corrective Action Remediation Contractor. We currently estimate this fee to be $125 per site visit.

- CCS will monitor the project site to assure that installed BMPs are working effectively, that project maintenance is adequate and to assist in managing corrective action remediation throughout the term of this proposal and agreement.

- CCS recommends that all reports be maintained by the City of Avondale at the site in a notebook. These files/notebook will include copies of the Master Report, all site visit reports and all remediation recommendations and completion documentation. CCS will maintain the site files.

- This Proposal shall be for a five-month period beginning July 2007, including twenty-eight (28) site visits through May 2008. CCS has included eight (8) rain days.

Reimbursable Expenses

1.901 Prints, Reproductions, Deliveries, etc. **Lump Sum Fee: $1,000**

- Charges for prints, deliveries, mileage, computer services, reproductions, and photo work will be billed for the lump sum fee listed.

- All charges for filing fees, permits, title reports, bond premiums, soils investigations, aerial mapping, and other charges shall be paid directly by City of Avondale to the entity involved.

The detailed computation and outline of these fees is found on the attached Exhibit "A" and as follows:

FEE SUMMARY

Description		Fee Type	Fee
1.001	SWPPP Initial Site Visit	Lump Sum Fee	$ 300
1.002	SWPPP Report and Map	Lump Sum Fee	$4,500
1.003	SWPPP Site Visits	Lump Sum Fee	$4,200
1.901	Reimbursables – Prints, Reproductions, Deliveries, etc.	Lump Sum Fee	$1,000
		TOTAL FEES:	**$10,000**
			Plus Time and Materials Fees

Lump Sum Fee: CCS will perform the above described services on a lump sum basis. The lump sum fee will be billed monthly as a percent complete.

In preparing this scope of work, the following assumptions have been made and are included as part of this contract:

This proposal is based on the SWPPP program requirements and documentation required by the jurisdictional agency at the time this proposal is submitted to the Client. Any change in agency policy that requires substantial modification or addition to the scope of services detailed in this proposal will be considered extra to this contract. The Client will be billed on a time and materials basis in accordance with the attached Fee Schedule for the required modifications and/or additions. CCS will obtain Client's approval prior to proceeding with the required modifications and/or additions.

CCS will prepare and submit the SWPPP Report, Maps, Notice of Intent (NOI) and Notice of Termination (NOT) to the applicable jurisdictional agency. Upon receipt of any comments from the approving agency requiring corrections, modifications and resubmittal of the NOI or NOT,

CCS will bring any such disputed agency comments to the Client for direction before making any such requested modifications to the documents. This proposal includes one submittal of each of the SWPPP Report, Maps, NOI and NOT documents. All work for corrections and modifications to any of these documents beyond that first submittal may be considered extra to this contract depending upon the nature of the requested modifications.

This SWPPP and its maintenance shall evolve and expand with the project's development. As the project progresses, this Proposal must expand to meet the project's needs, including if necessary timely revisions to Reports, Maps and Site Visits and their associated additional services fees.

CCS' SWPPP Report and Map will define the scope of required site controls to be constructed and maintained by the Contractor. CCS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, or for the acts or omissions of the Contractor, subcontractors or any other person performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

No extra work will be performed or billed without your authorization. Billings will be based on the fee schedule attached hereto and by this reference made a part hereof.

If there are protracted delays beyond our control, and if it is not possible for us to complete the work set out herein within one (1) year from the date of your acceptance, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indexes, pay scales, and our fee schedule applicable to the period when services are in fact being rendered.

This proposal represents the entire understanding between you and us in regard to the work set out herein and may only be modified in writing, signed by both parties.

The Client warrants and represents that he has the right to enter upon the real property involved herein, and extends this right to CCS. CCS agrees to exercise due care in the performance of all services pursuant hereto. CCS shall at all times have access to the work whether it is in preparation or progress.

If the services included hereunder are terminated for any reason, CCS shall be paid for all services rendered to the date of termination in accordance with the attached fee schedule, together with reasonable termination expenses and charges for authorized extra work.

The Client shall designate a person to act with authority on his behalf in respect to all aspects of the services pursuant hereto. He shall respond promptly to CCS's submissions and shall give prompt written notice to CCS whenever he observes or otherwise becomes aware of any defect in the work.

Neither party hereto shall be considered in default of the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

CCS shall perform the services hereunder in accordance with generally accepted professional methods and standards in the Phoenix area. The parties acknowledge the difficulties, inconveniences and nonfeasibility of foreseeing, anticipating or proving damages, although they may be substantial, that may be caused by CCS's breach or negligent performance of this agreement and, therefore, the parties expressly agree that CCS's liability, including any liability to indemnify Client, shall not exceed the sum of $25,000, including all consequential or incidental damages, and the payment of said amount shall constitute a fulfillment and complete satisfaction of all of CCS's liabilities, obligations, representations or warranties, expressed or implied. CCS will waive this limitation (to a maximum of $1,000,000) upon the Client's request, provided that the Client agrees to pay for this waiver an additional consideration of five percent (5%) of the contract amount. Client agrees to defend, indemnify and hold harmless CCS and CCS's agents, representatives, affiliates and subsidiaries from and against any and all claims, loss, damage, cost and expense, including reasonable attorney's fees incurred in defending any such claims, caused or alleged to be caused in whole or in part by the negligent acts, errors or omissions of Client, its agents, employees or representatives.

CCS has not provided any environmental investigations on this site/project, has no knowledge of any adverse environmental conditions on the site/project, and is not responsible for and has no liability for any such environmental condition should one be found. It is the responsibility of the Client to investigate and make these environmental determinations prior to directing or ordering the preparation of any engineering documents.

Client hereby agrees that the balance as stated on the billing from CCS to Client is correct, conclusive and binding on the Client, unless Client within thirty (30) days from the date of the receipt of the billing notifies CCS in writing of the particular item that is alleged to be incorrect.

Fees and all other charges will be billed monthly as the work progresses, and the amount of each billing shall be due and payable ten (10) days after the date of such billing. Any portion of a billing not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and one-half (1½) percent per month (annual percentage rate 18 percent) on the unpaid balance, but in no event shall said delinquency charge or the payment thereof extend the due date.

Should legal action be necessary to enforce the provisions hereof, the Client agrees to pay all collection fees, attorney's fees, and court costs incurred in the prosecution thereof.

The Client recognizes that CCS is an affiliate of Coe & Van Loo Consultants, Inc. ("CVL"); that CCS may utilize (and is permitted to utilize) CVL as a subconsultant for the services to be performed hereunder; and that CVL is not liable to the Client for the obligations of CCS hereunder.

It is understood that neither party hereto shall assign, sublet, or transfer any interest herein, and further, that each party binds himself and his partners, successors, executors, administrators, and assigns to the other party in all covenants hereto.

If this proposal is agreeable to you, we would appreciate your signing the enclosed copy in the space provided below and returning it to the undersigned. The proposal will be open for acceptance for sixty (60) days unless changed by CCS in writing.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

CVL Construction Services, LLC

Ken L. Knickerbocker, P.E.
Director

WM:cc

Enclosure

CVL Construction Services, LLC

CURRENT FEE SCHEDULE – January 1, 2006

A. PERSONNEL SERVICES

RATE/HOUR

CONSTRUCTION SERVICES

Director	$135.00
Senior Manager	120.00
Manager	110.00
Supervisor	100.00
Observer	75.00

SPECIAL	RATE
Project Coordinator	$65.00/hour
Typist/Clerical (identifiable work, reports, etc.)	60.00/hour
Plans Coordinator/Expediter	65.00/hour
Deliveries	55.00/hour
Deliveries (by outside service)	At Actual Cost
Court Testimony (1 day minimum, in court time, depositions, preparation, etc.)	$1,500.00/day

OVERTIME PREMIUM

For client authorized overtime, non-exempt employees and survey crews will be billed 1.5 times the rate/hour fees above.

B. TRAVEL & TRANSPORTATION EXPENSES

1.	Travel expenses, lodging and subsistence	At Actual Cost
2.	Auto or Truck	I.R.S. Allowable Rate/mile
3.	Equipment Rental	At Actual Cost

C. OTHER REIMBURSABLE COSTS

1.	Long distance communications and postage	At Actual Cost
2.	Filing fees and permits	At Actual Cost
3.	Prints, reproductions and photowork	At Actual Cost

D. OUTSIDE CONSULTANTS

All outside consultants required in the course of the work will be charged at actual cost plus 15%

E. SALES TAX

The above fees and charges do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.

Fees and all other charges will be billed monthly as the work progresses, and the amount of each billing shall be due and payable ten (10) days after the date of such billing. Any portion of a billing not paid within thirty (30) days of the billing shall be considered delinquent and shall bear a delinquency charge of one and one-half (1 ½) percent per month (annual percentage rate 18 percent) on the unpaid balance, but in no event shall said delinquency charge or the payment thereof extend the due date.

Should legal action be necessary to enforce the provisions of any contract or agreement entered into in which this schedule is a part, the client agrees to pay all attorney's fees and court costs incurred in the prosecuting thereof.

All fees set forth in any contract or agreement entered into, in which this schedule is a part, are subject to reasonable escalation as required to offset inflationary increases in our cost of doing business.

Coe and Van Loo L.L.C.
4550 North 12th Street
Phoenix, Arizona 85014-4291
Phone: (602)264-6831 Fax: (602)264-0928

CHANGE ORDER

Mr. Steve Ruppenthal
City of Avondale
399 E. Lower Buckeye
Avondale, AZ. 85323

Re: Del Rio Rancho Booster Pump Station
Project No. 1.07.1037113

Dear Mr. Ruppenthal:

Coe and Van Loo L.L.C. (CVL) is pleased to submit this Change Order for professional services regarding the subject project. For the fees as listed, we will perform the following services:

Phase Code	Phase Description	Bill Type	Previous Budget	Change in Labor Budget	Change in Consultant Budget	Revised Total Budget
10.001	Well No. 21 CRS See Attached Scope	L.S.	-	$46,469	-	$46,469
10.909	Well No. 21 CRS Reimbursables See Attached Scope	L.S.	-	$860	-	$860
					Total this Change Order	$47,329
					Previous approved Change Orders	-
					Original Contract Total	$440,620
					Revised Contract Total	$487,949

We would expect to start our services promptly after receipt of your acceptance and complete our services in a timely manner. All terms contained in the original contract for Del Rio Rancho Reservoir and Booster Pump Station shall remain in effect for this Change Order.

If this proposal is agreeable to you, we would appreciate your signing the enclosed copy in the space provided below and returning it to the undersigned. The proposal will be open for acceptance for sixty (60) days unless changed by us in writing.

Coe and Van Loo L.L.C.

By: Les F. Olson, P.E., R.L.S.
Title: Director
Date: September 7, 2007

By:
Title:
Date:

N:\037113\05 Del Rio Ranch WBS\Admin\090607-CO.doc

CVL Construction Services, LLC

E-MAILED & MAILED

September 7, 2007

Mr. Steve Ruppenthal
City of Avondale
399 East Lower Buckeye Road, Suite 100
Avondale, Arizona 85323

Re: Avondale Del Rio Well No. 21

Dear Mr. Ruppenthal:

CVL Construction Services, LLC (CCS) is pleased to submit this Proposal for professional services regarding the subject project. This proposal will be contracted as a change order to the Del Rio Ranch Reservoir & Booster Pump Station Contract as requested by the City of Avondale. For the outlined fees, CCS will perform the following specific work tasks relating to construction administration, observation, testing and certification services:

SCOPE OF WORK:

Professional Services

1.001 Pre-Construction Services **Lump Sum Fee: $2,550**

Pre Construction Conference – CCS will conduct a pre-construction conference with the Contractor, Engineer, Subconsultants and City of Avondale Water Resources Department representatives and will prepare and distribute meeting minutes.

1.002 Shop Drawings **Lump Sum Fee: $10,640**

CCS and their affiliate, Coe & Van Loo Consultants, Inc. (CVL) will review and recommend the appropriate action on drawings and product data samples and O&M Manuals submitted by the Contractor for design intent and conformance with the Contract Documents. The shop drawing review will be by CCS/CVL (mechanical, piping, site and process), and DARcor (electrical, power, and controls).

CCS/CVL's approval of a specific item shall not indicate approval of an assembly of which the item is a component. A maximum of twenty-eight (28) reviews of design elements' shop drawings have been assumed.

1.003 Interpretation of Contract Documents **Lump Sum Fee: $4,640**

CCS will review and respond to ten (10) RFIs (Request for Information) submitted by the Contractor.

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

1.004 Prepare Change Orders **Lump Sum Fee: $1,800**

CCS will review and provide recommendations for two (2) change orders submitted by the Contractor.

1.005 Field Visits **Lump Sum Fee: $8,909**

CCS/CVL and DARcor will perform seventeen (17) site observation visits during the following project milestone activities:

	Observation Visits
o Site improvements including	
• Wall (Footing; Masonry)	3
• Slide Gate and Mandoor	Included with other visits
• Paving (Subgrade; ABC; Asphalt)	2
• Overflow Piping, Outlet Box	1
• Equipment Bases	Included with other visits
o Yard Piping (Subgrade; Materials) Installation, Backfill and Testing	3
o Above Grade Piping (Materials) Installation and Testing	2
o Pump and Motor (Materials) Installation	1
o Electrical Equipment (Materials) Installation	1
o Diesel Generator and Automatic Transfer Switch Installation and Testing (Subgrade; Reinforcing Steel and Concrete Slab; Generator Installation and Load Test)	3
o Landscaping Irrigation and Testing	1
o Soils testing for subgrade, bedding and backfill, concrete sampling and testing is required and will be provided by a certified testing lab and paid for by the Client. CCS will review and check all test results provided by others for compliance with the contract documents.	–
	17 Visits

Note: The cost of these site observation visits by CCS can be reduced if the witness points were shared with the City of Avondale Water Resources Department staff.

As an alternative to this "observation level" service, an "inspection level" service of twenty-seven (27) total visits can be included for an additional $2,650 as outlined in Exhibit B to this Proposal. These services are presented as an allowance to be directed by Client personnel.

1.006 Administration **Lump Sum Fee: $5,550**

- CCS will provide required administration between DARcor as electrical subconsultant, CVL, the Contractor and the City of Avondale personnel, including RFIs, Field Changes, Change Orders, etc. to assure the complete conformance of this observation contract.
- CCS will coordinate, oversee and monitor the quality of construction to the plans and specifications and the progress to the required schedule.
- CCS will receive, review and process to the Client the monthly pay applications from the Contractor, including maintenance of all required lien waivers and releases.

1.007 Start-Up and Commissioning **Lump Sum Fee: $5,580**

CCS/CVL has included full time presence for start-up, punchlist preparation and follow-up completion, a final walk-through and sign-off of the project, including the Maricopa County Environmental Services Department (MCESD) and the City of Avondale for acceptance of the Work.

1.008 Record Drawings and Operation and Maintenance (O&M) Manuals **Lump Sum Fee: $6,250**

CCS/CVL will issue to the Client a reproducible set of blackline prints of the civil, mechanical and electrical Record Drawings prepared from redlined field modifications submitted by the Contractor to the Client.

CCS/CVL will review and recommend the appropriate action on manufacturers' O&M Manuals submitted by the Contractor for design intent and operational conformance to the Contract Documents.

1.009 Certification **Lump Sum Fee: $550**

Certification of this well water system will include the MCESD Approval of Construction (AOC) Packets, which includes the MCESD AOC Cover Letter and MCESD Approval of Construction and/or Verification of General Permit Conformance and Engineer's Certificate of Completion requirements. CCS/CVL will review all tests and reports submitted by the Contractor and, together with Record Drawings, will prepare and submit the regulatory forms for final approval by the MCESD.

Reimbursable Expenses

1.901 Prints, Deliveries, Etc. **Estimated Fee: $860**

Reimbursable expenses for prints, deliveries, computer services, reproductions and photo work to be provided for the Lump Sum fee. The Client will be billed on a time and materials basis in accordance with the attached Fee Schedule. CCS will obtain Client's approval before exceeding the estimated fee and give you a revised estimate.

1.902 Unanticipated and Other **Time and Materials**

All charges for filing fees, permits, title reports, bond premiums, soils investigations, aerial mapping, and other charges not paid directly by the Client will be billed on a time and materials basis in accordance with the attached Fee Schedule.

FEE SUMMARY

Description		Fee Type	Fee
1.001	Pre-Construction Services	Lump Sum Fee	$ 2,550
1.002	Shop Drawings	Lump Sum Fee	$10,640
1.003	Interpretation of Contract Documents	Lump Sum Fee	$ 4,640
1.004	Prepare Change Orders	Lump Sum Fee	$ 1,800
1.005	Field Visits	Lump Sum Fee	$ 8,909
1.006	Administration	Lump Sum Fee	$ 5,550
1.007	Start-Up and Commissioning	Lump Sum Fee	$ 5,580
1.008	Record Drawings and O&M Manuals	Lump Sum Fee	$ 6,250
1.009	Certification	Lump Sum Fee	$ 550
1.901	Reimbursables – Prints, Deliveries, etc.	Estimated Fee	$ 860
1.902	Reimbursables – Unanticipated and Other	Time and Materials	
		TOTAL FEES:	**$47,329**
			Plus Time and Materials Fees

Lump Sum Fee: CCS will perform the above described services on a lump sum basis. The lump sum fee will be billed monthly as a percent complete.

Estimated Fee: CCS will perform the above described services for the estimated fee listed. You will be billed on a time and materials basis according to the attached Fee Schedule. We will obtain your approval before exceeding the estimated fee and give you a revised estimate.

In preparing this scope of work, the following assumptions were made and are included as part of this contract:

- Construction staking is not included.

- All Electrical Engineering services for instrumentation, controls, and power systems will be performed by DARcor & Associates, Inc. as subconsultant to CCS.

- Client will be responsible for all bidding, award and construction management of the Avondale Del Rio Well No. 21 project.

- CCS' Proposal is based upon the City of Avondale Well Site No. 21 Del Rio Ranch construction plans prepared by Coe & Van Loo Consultants, Inc. dated 11-15-05.

A four (4) month construction schedule after receipt of applicable permits and that all work will be completed before May 31, 2008. Any delays in starting or extended duration beyond that assumed schedule shall be cause for CCS to receive additional compensation in the amount of $300/week.

CCS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, or for the acts or omissions of the Construction Contractor, subcontractors or any other person performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

CCS will not be responsible for reviewing or approving a certificate for payment to the Contractor. CCS will not be responsible for providing surveying or geotechnical services, although it is acknowledged that these services are required for successful completion of the work and for verification of compliance with the contract documents. The Client will provide these services under separate agreements.

Whenever, in CCS's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, CCS shall require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work may be fabricated, installed or completed.

No extra work will be performed or billed without your authorization. Billings will be based on the fee schedule attached hereto and by this reference made a part hereof.

If there are protracted delays beyond our control, and if it is not possible for us to complete the work set out herein within one (1) year from the date of your acceptance, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indexes, pay scales, and our fee schedule applicable to the period when services are in fact being rendered.

We would expect to start our services promptly after receipt of your acceptance and complete our services in a timely manner. This proposal represents the entire understanding between you and us in regard to the work set out herein and may only be modified in writing, signed by both parties.

Client understands and agrees that when CCS acts as Engineer of Record in providing any required inspection reports, certifications or verifications to governmental agencies or units, CCS will require, as a condition to providing such inspection reports, certifications or verifications, that the appropriate Contractor or subcontractor that performed the relevant portion of the Work provide an identical report, certification or verification to CCS and Client. Client agrees that the Contract Documents shall require

the Contractor to provide such reports, certifications and verifications as CCS shall reasonably specify. (See Exhibit A for a required Contractors Certification).

The Client warrants and represents that he has the right to enter upon the real property involved herein, and extends this right to CCS. CCS agrees to exercise due care in the performance of all services pursuant hereto. CCS shall at all times have access to the work whether it is in preparation or progress.

All charges for filing fees, permits, title reports, bond premiums, soils investigations, aerial mapping, and other charges will be paid directly to the entity involved, by the Client.

If the services included hereunder are terminated for any reason, CCS shall be paid for all services rendered to the date of termination in accordance with the attached fee schedule, together with reasonable termination expenses and charges for authorized extra work.

The Client shall designate a person to act with authority on his behalf in respect to all aspects of the services pursuant hereto. He shall respond promptly to CCS's submissions and shall give prompt written notice to CCS whenever he observes or otherwise becomes aware of any defect in the work.

Neither party hereto shall be considered in default of the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

CCS shall perform the services hereunder in accordance with generally accepted professional methods and standards in the Phoenix area. The parties acknowledge the difficulties, inconveniences and nonfeasibility of foreseeing, anticipating or proving damages, although they may be substantial, that may be caused by CCS's breach or negligent performance of this agreement and, therefore, the parties expressly agree that CCS's liability, including any liability to indemnify Client, shall not exceed the sum of $25,000, including all consequential or incidental damages, and the payment of said amount shall constitute a fulfillment and complete satisfaction of all of CCS's liabilities, obligations, representations or warranties, expressed or implied. CCS will waive this limitation (to a maximum of $1,000,000) upon the Client's request, provided that the Client agrees to pay for this waiver an additional consideration of five percent (5%) of the contract amount. Client agrees to defend, indemnify and hold harmless CCS and CCS's agents, representatives, affiliates and subsidiaries from and against any and all claims, loss, damage, cost and expense, including reasonable attorney's fees incurred in defending any such claims, caused or alleged to be caused in whole or in part by the negligent acts, errors or omissions of Client, its agents, employees or representatives.

CCS has not provided any environmental investigations on this site/project, has no knowledge of any adverse environmental conditions on the site/project, and is not responsible for and has no liability for any such environmental condition should one be found. It is the responsibility of the Client to investigate and make these environmental determinations prior to directing or ordering the preparation of any engineering documents.

Client hereby agrees that the balance as stated on the billing from CCS to Client is correct, conclusive and binding on the Client, unless Client within thirty (30) days from the date of the receipt of the billing notifies CCS in writing of the particular item that is alleged to be incorrect.

Fees and all other charges will be billed monthly as the work progresses, and the amount of each billing shall be due and payable ten (10) days after the date of such billing. Any portion of a billing not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and one-half (1½) percent per month (annual percentage rate 18 percent) on the unpaid balance, but in no event shall said delinquency charge or the payment thereof extend the due date.

Should legal action be necessary to enforce the provisions hereof, the Client agrees to pay all collection fees, attorney's fees, and court costs incurred in the prosecution thereof.

The Client recognizes that CCS is an affiliate of CVL ("Consultants"); that CCS may utilize (and is permitted to utilize) Consultants as a subconsultant for the services to be performed hereunder; and that Consultants is not liable to the Client for the obligations of CCS hereunder.

It is understood that neither party hereto shall assign, sublet, or transfer any interest herein, and further, that each party binds himself and his partners, successors, executors, administrators, and assigns to the other party in all covenants hereto.

If this Proposal is agreeable to you, we would appreciate your signing the enclosed copy in the space provided below and returning it to the undersigned. The Proposal will be open for acceptance for sixty (60) days unless changed by CCS in writing.

We appreciate the opportunity to submit this Proposal and look forward to working with you on this project.

Sincerely,

CVL Construction Services, LLC

Ken L. Knickerbocker, P.E.
Director

Proposal Approved		Proposal Accepted and Authorized to Proceed	
By:	Les F. Olson, P.E., R.L.S.	By:	
Title:	Director	Title:	
Date:		Date:	

EXHIBIT A

Re: Avondale Del Rio Well No. 21

CERTIFICATION OF CONTRACTOR

The undersigned Contractor hereby certifies to CVL Construction Services, LLC (CCS), and Owner, the above-mentioned project was completed in compliance with the approved plans and specifications, except as noted on the "as-built" plans. The Contractor also agrees that CCS may rely upon this Certification when preparing CCS's certifications to any governmental agency.

Dated: _____

By: _____

Its: _____

For: _____

EXHIBIT B

AVONDALE DEL RIO WELL No. 21

ALTERNATIVE INSPECTION / OBSERVATION VISIT SUMMARY COMPARISON

	Base Observation	Alternative Inspection Visits
Site improvements including		
Wall (Footing; Masonry)	3	3
Slide Gate and Mandoor	Included with other visits	Included with other visits
Paving (Subgrade; ABC; Asphalt)	2	4
Overflow Piping, Outlet Box	1	1
Equipment Bases	Included with other visits	Included with other visits
Yard Piping (Subgrade; Materials) Installation, Backfill and Testing	3	8
Above Grade Piping (Materials) Installation and Testing	2	2
Pump and Motor (Materials) Installation	1	1
Electrical Equipment (Materials) Installation	1	1
Diesel Generator and Automatic Transfer Switch Installation and Testing (Subgrade; Reinforcing Steel and Concrete Slab; Generator Installation and Load Test)	3	6
Landscaping Irrigation and Testing	1	1
Soils testing for subgrade, bedding and backfill, concrete sampling and testing is required and will be provided by a certified testing lab and paid for by the Client. CCS will review and check all test results provided by others for compliance with the contract documents.	–	–
Total Visits	17	27

CVL Construction Services, LLC

EXHIBIT B
(Continued)

AVONDALE DEL RIO WELL No. 21

ALTERNATIVE OBSERVATION / INSPECTION

FEE SUMMARY COMPARISON

		Base Observation Fees	Alternative Inspection Fees	Comments
1.001	Pre-Construction Services	$2,550	$2,550	Lump Sum Fee
1.002	Shop Drawings	$10,640	$10,640	Lump Sum Fee
1.003	Interpretation of Contract Documents	$4,640	$4,640	Lump Sum Fee
1.004	Prepare Change Orders	$1,800	$1,800	Lump Sum Fee
1.005	Field Visits	$8,909	$8,909 $2,650	Lump Sum for Base Fee Estimated Fee Allowance for CCS Inspection
1.006	Administration	$5,550	$5,550	Lump Sum Fee
1.007	Start-Up and Commissioning	$5,580	$5,580	Lump Sum Fee
1.008	Record Drawings and O&M Manuals	$6,250	$6,250	Lump Sum Fee
1.009	Certification	$ 550	$ 550	Lump Sum Fee
1.901	Reimbursables – Prints, Deliveries, etc.	$ 860	$ 860	Estimated Fee
		$47,329	$49,979	

CVL Construction Services, LLC

K:\885\Admin\2007\09-07-07 Avondale Del Rio Well No. 21 Ex B.doc

CVL Construction Services, LLC

CURRENT FEE SCHEDULE – January 1, 2006

A. PERSONNEL SERVICES

RATE/HOUR

CONSTRUCTION SERVICES

Director	$135.00
Senior Manager	120.00
Manager	110.00
Supervisor	100.00
Observer	75.00

SPECIAL	RATE
Project Coordinator	$65.00/hour
Typist/Clerical (identifiable work, reports, etc.)	60.00/hour
Plans Coordinator/Expediter	65.00/hour
Deliveries	55.00/hour
Deliveries (by outside service)	At Actual Cost
Court Testimony (1 day minimum, in court time, depositions, preparation, etc.)	$1,500.00/day

OVERTIME PREMIUM

For client authorized overtime, non-exempt employees and survey crews will be billed 1.5 times the rate/hour fees above.

B. TRAVEL & TRANSPORTATION EXPENSES

1.	Travel expenses, lodging and subsistence	At Actual Cost
2.	Auto or Truck	I.R.S. Allowable Rate/mile
3.	Equipment Rental	At Actual Cost

C. OTHER REIMBURSABLE COSTS

1.	Long distance communications and postage	At Actual Cost
2.	Filing fees and permits	At Actual Cost
3.	Prints, reproductions and photowork	At Actual Cost

D. OUTSIDE CONSULTANTS

All outside consultants required in the course of the work will be charged at actual cost plus 15%

E. SALES TAX

The above fees and charges do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.

Fees and all other charges will be billed monthly as the work progresses, and the amount of each billing shall be due and payable ten (10) days after the date of such billing. Any portion of a billing not paid within thirty (30) days of the billing shall be considered delinquent and shall bear a delinquency charge of one and one-half (1 ½) percent per month (annual percentage rate 18 percent) on the unpaid balance, but in no event shall said delinquency charge or the payment thereof extend the due date.

Should legal action be necessary to enforce the provisions of any contract or agreement entered into in which this schedule is a part, the client agrees to pay all attorney's fees and court costs incurred in the prosecuting thereof.

All fees set forth in any contract or agreement entered into, in which this schedule is a part, are subject to reasonable escalation as required to offset inflationary increases in our cost of doing business.

Coe and Van Loo L.L.C.
4550 North 12th Street
Phoenix, Arizona 85014-4291
Phone: (602)264-6831 Fax: (602)264-0928

CHANGE ORDER

Mr. Steve Ruppenthal
City of Avondale
399 E. Lower Buckeye
Avondale, AZ. 85323

Re: Del Rio Rancho Booster Pump Station
Project No. 1.07.1037113

Dear Mr. Ruppenthal:

Coe and Van Loo L.L.C. (CVL) is pleased to submit this Change Order for professional services regarding the subject project. For the fees as listed, we will perform the following services:

Phase Code	Phase Description	Bill Type	Previous Budget	Change in Labor Budget	Change in Consultant Budget	Revised Total Budget
11.001	Del Rio Ranch WBS See Attached Scope	LS	-	-	-	$21,000
11.909	Del Rio Ranch WBS Reimbursables See Attached Scope	LS	-	-	-	$840
					Total this Change Order	$21,840
					Previous approved Change Orders	
					Original Contract Total	$487,949
					Revised Contract Total	$509,789

We would expect to start our services promptly after receipt of your acceptance and complete our services in a timely manner. All terms contained in the original contract for Del Rio Rancho Reservoir and Booster Pump Station shall remain in effect for this Change Order.

If this proposal is agreeable to you, we would appreciate your signing the enclosed copy in the space provided below and returning it to the undersigned. The proposal will be open for acceptance for sixty (60) days unless changed by us in writing.

Coe and Van Loo L.L.C.

Les F. Olson

By: Les F. Olson, P.E., R.L.S.
Title: Director
Date: October 17, 2007

By:
Title:
Date:

CVL Construction Services, LLC

DEL RIO RANCH RESERVOIR & BOOSTER STATION – ADDITIONAL SERVICES
CONSTRUCTION SERVICES – SCOPE & FEE PROPOSAL

CVL Construction Services, LLC (CCS) is pleased to submit this Proposal for professional services regarding the subject project. This proposal will be contracted as a change order to the Del Rio Ranch Reservoir & Booster Pump Station Contract as requested by the City of Avondale. For the outlined fees, CCS will perform the following specific work tasks relating to construction administration and observation services:

SCOPE OF WORK:

1. Interpretation of Contract Documents – CCS will review and respond to twenty (20) RFIs (Request for Information) submitted by the Contractor.

   1.0 Lump Sum $ 9,000

2. Attend Periodic Construction Progress Meetings – CCS will attend nine (9) construction progress meetings at the City of Avondale.

   2.0 Lump Sum $ 9,360

3. Field Visits – CCS/CVL will perform four (4) additional site observation visits for Electrical underground construction.

   3.0 Lump Sum $ 2,640

99. Reimbursable expenses for prints, deliveries, mileage, computer services, reproductions and photo work.

   99.0 Lump Sum $ 840

LUMP SUM FEE	**$21,000**
TOTAL REIMBURSABLES	**$ 840**
TOTAL FEE	**$21,840**

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CITY COUNCIL REPORT

SUBJECT:
Amendment to EFMP Holdings, LLC Economic Development Agreement for West Valley View

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Claudia Whitehead, Economic Development Director (623)333-1411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the attached amendment to the economic development agreement with the West Valley View (EFMP Holdings, LLC) regarding the development of a 39,795 square foot printing and distribution facility on ten acres of land near Riley and Eliseo C. Felix Jr. Way (Exhibit A) in Avondale, Arizona.

BACKGROUND:

On November 14, 2005 City Council approved an economic development agreement for the development of a printing, distribution and headquarters facility for the West Valley View Newspaper. At that time, the facility was planned to be a total of 23,000 square feet with an estimated valuation of $1,800,000.00 and would be operable by November 2007.

DISCUSSION:

Due to the expansion of the originally planned facility, the project time frame for completion has been extended 1 year with an anticipated opening date of November 2008. The size of the West Valley View Newspaper headquarters, printing and distribution facility has expanded since the original agreement was approved by City Council in November 2005. The facility will now be 39,795 square feet and creates a larger capital investment in the community. The estimated building valuation is now $3,300,000.00.

This project will result in 36 full-time and 25 part-time jobs relocated to Avondale, adding three new full-time jobs and 25 new part-time jobs. This project will enhance the opportunity for new investment in the Old town area and support the Council goal of striving to make Avondale an attractive investment opportunity for retail, commercial and light industrial development and ensure that all development in the community meets quality standards.

This amendment to the original agreement extends the opening date of the facility one year to November 2008 and increases the rebate amounts for building permit and engineering plan check fees and development fees in a proportionate amount to the original agreement due to the increase in City fees during the design phase for the project.

The increase in the rebate of the fees is outlined below:

- A rebate of a portion of the building permit and engineering plan check fees associated with the construction of the facility up to an amount not to exceed $9,551.00 up from the original amount of $5,947.00
- Waiving a portion of the development fees up to an amount not to exceed $87,948.00 up from the original amount of $44,007.50

The WVV agrees to refund the entire amount of any waived building permit and engineering plan check fees

and development fees to the City in the event that WVV fails to construct and open the facility by November 2008 and operate on the property for five consecutive years from the opening date.

BUDGETARY IMPACT:

The funds for this agreement will be paid for through the Economic Development Opportunities fund account.

RECOMENDATION:

Staff recommends that the City Council approve the attached amendment to the economic development agreement with the West Valley View regarding the development of a 39,795 square foot printing and distribution facility on ten acres of land near Riley and Eliseo C. Felix Jr. Way in Avondale, Arizona.

ATTACHMENTS:

Click to download

- EDA - West Valley View - First Amendment

FIRST AMENDMENT TO
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
EFMP HOLDINGS, L.L.C.

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (this "First Amendment") is made November 5, 2007, by and between the City of Avondale, an Arizona municipal corporation (the "City") and EFMP Holdings, L.L.C., an Arizona limited liability company ("EFMP").

RECITALS

A. The City and EFMP entered into that certain economic development agreement, dated November 14, 2005 (the "Agreement"), relating to EFMP's construction and operation of a new newspaper publishing and production facility (the "Facility") on real property generally located on Eliseo C. Felix Jr. Way in Avondale, Arizona (the "Property").

B. Since the time the Agreement was approved by the Council of the City of Avondale (the "City Council"), there have been increases in the costs for permits related to the Facility, specifically, building permit fees, engineering plan check fees and development fees.

C. The City and EFMP agree that EFMP was expected to have received its permits to construct the Facility prior to the increases in the related fees, but that such permits could not be issued until after such fees had increased.

D. The City Council has determined that it is the City's best interests to allow for an increase in the amount of the fee waivers in the Agreement to accommodate for the increase in fees in exchange for a commitment from EFMP that it will complete and open the Facility by November 30, 2008.

AGREEMENT

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

1. Building Permit and Plan Check Fee Waiver Modified. Subsection 2(a) of the Agreement is deleted in its entirety and replaced with the following:

> Building Permit and Engineering Plan Check Fee Waiver. The City shall waive 50% of the building permit fees and engineering plan check fees associated with the construction of the Facility and imposed pursuant to the Avondale City Code up to an amount not to exceed $9,551.00.

2. Development Fee Waiver Modified. Subsection 2(b) of the Agreement is deleted in its entirety and replaced with the following:

> Development Fee Waiver. The City shall waive a portion of the development fees associated with the provision of services to the Facility and imposed pursuant to the Avondale City Code up to an amount not to exceed $87,948.00.

3. Construction and Opening Deadline. Section 3, clause (i) of the Agreement is hereby deleted in its entirety and replaced with the following: "(i) construct and open the Facility on the Property by November 30, 2008."

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

5. Non-Default. By executing this First Amendment, EFMP affirmatively asserts that the City 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 Agreement.

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

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

"**EFMP**"

EFMP HOLDINGS, L.L.C.,
an Arizona limited liability company

By:_____
Elliott Freireich, Manager

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2007, by Elliott Freireich, as Manager of EFMP HOLDINGS, L.L.C., an Arizona limited liability company, on behalf of such limited liability company.

_____
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 _____, 2005, 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:

_____

CITY COUNCIL REPORT

SUBJECT:
Resolution 2700-1107 increasing the Residential Sanitation Monthly Fee

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution adjusting the monthly residential sanitation rates.

BACKGROUND:

The City currently provides basic residential refuse collection services to approximately 19,300 homes. Each home receives once a week regular refuse pick up and once a week recyclables pick up. Customers may also opt for additional containers for an additional charge. Uncontained trash collection is also made available monthly to all single family residential customers. The current fee is $18.00 per month for the basic services. The current fees became effective in January 3, of 2007. On November 20, 2006, staff presented the findings of the sanitation rate model update to the City Council. The findings concluded that the rate structure was not sufficient to cover the increased cost of labor, vehicle maintenance and services while still providing adequate cash flow and reserves in the sanitation enterprise fund. The rate model indicated the need for increases of approximately $1.00 per year for five years to cover increasing costs of providing services.

DISCUSSION:

As directed by Council these increases will be placed on the consent agenda each year provided no major financial impacts occur to positively or negatively affect sanitation cost recovery. Staff will make every effort to ensure costs are controlled and potential revenue options are explored to ensure residents receive quality service at the lowest possible cost. The table in Attachment A shows the projected cash flow for the sanitation enterprise fund over the next five years.

This recommended adjustment was also presented to the community during the Town Hall meeting held on September 27, 2007 at the Avondale City Hall. Residents in attendance expressed no objections or concerns with the recommended increase.

BUDGETARY IMPACT:

The recommended fee increase is required to fund the sanitation enterprise budget.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution increasing monthly residential sanitation rates per the attached schedule.

ATTACHMENTS:

Click to download

- Attachment A
- RES - 2700-1107

Attachment A

City of Avondale

Sanitation Fund
Projected Revenues & Expenditures

	FY 07-08 Budget	FY 08-09 Budget	FY 09-10 Budget	FY 10-11 Budget	FY 11-12 Budget	FY 12-13 Budget
Sources:						
Estimated Beginning Balance	$ 505,836	$ 649,190	$ 865,850	$ 1,104,161	$ 1,109,805	$ 989,877
Total Sanitation Revenue	4,774,689	5,229,849	5,574,972	5,862,234	6,146,802	6,429,850
Total Sources	$ 5,280,525	$ 5,879,040	$ 6,440,821	$ 6,966,395	$ 7,256,607	$ 7,419,727
Uses:						
Curbside Collection	**3,445,775**	**3,650,730**	**3,915,850**	**4,287,140**	**4,479,120**	**4,848,920**
Monthly Curbside Cost	14.42	14.46	14.73	15.35	15.29	15.82
Uncontained Collection	**902,050**	**978,080**	**1,023,170**	**1,144,680**	**1,269,890**	**1,307,240**
Monthly Uncontained Cost	3.77	3.88	3.85	4.10	4.33	4.26
Enforcement & Education	**283,510**	**384,380**	**397,640**	**424,770**	**517,720**	**533,710**
Monthly E&E Cost	1.21	1.54	1.53	1.56	1.80	1.79
Total Expenses	**$4,631,335**	**$5,013,190**	**$5,336,660**	**$5,856,590**	**$6,266,730**	**$6,689,870**
Total Cost per Month	**19.40**	**19.88**	**20.11**	**21.00**	**21.43**	**21.87**
Net Surplus/(Loss) w/proposed rates	29,125	97,710	111,870	(129,550)	(261,170)	(405,800)
Estimated Ending Balance	**649,190**	**865,850**	**1,104,161**	**1,109,805**	**989,877**	**729,857**

RESOLUTION NO. 2700-1107

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, REPEALING RESOLUTION 2617-1206, APPROVING A SANITATION RATE SCHEDULE AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Avondale Municipal Code, Chapter 11, Sanitation Code, provides that fees for collection of refuse and recyclables may be adopted by a resolution of the Council of the City of Avondale (the "City Council"); and

WHEREAS, the City Council passed and adopted Resolution No. 2617-1206 on December 4, 2006, adopting fees for collection of refuse and recyclables; and

WHEREAS, the City Council desires to repeal Resolution 2617-1206 and adopt a new sanitation rate schedule.

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

SECTION 1. That Resolution 2617-1206 is hereby repealed.

SECTION 2. That new fees for collection of refuse and recyclables shall be charged in accordance with the sanitation rate schedule attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION 4. That this Resolution shall take effect at 12:01 a.m. on January 2, 2008.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, November 5, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A

City of Avondale, Arizona

Sanitation Rate Schedule
Effective January 2008

Residential Refuse & Recyclable Collection[1]

Residential Single-Family and Duplex

Option 1

Collection of one (1) container of residential refuse once weekly, one (1) container of residential recyclables once weekly and collection of uncontained refuse once monthly.....$19.00

Option 2

Collection of one (1) container of residential refuse twice weekly and collection of uncontained refuse once monthly.....$38.00

Option 3

Collection of two (2) containers of residential refuse once weekly, one (1) container of residential recyclables once weekly and collection of uncontained refuse once monthly.....$30.50

Notes:

[1]Schedule as determined by the Director.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2698-1107 authorizing 2007-2008 Paul Coverdell Forensic Science Improvement grant award

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the acceptance of the Department of Justice Office of Justice Programs Paul Coverdell Forensic Science Improvement grant award for $58,654 with no city match requirement.

BACKGROUND:

The Avondale Police Department previously received funding from Paul Coverdell Forensic Science Improvement Grants in October 2005. The award of $84,116 allowed access to the AZAFIS system through a full functioning fingerprint workstation that processes fingerprints obtained from crime scenes. The Police Department applied for the 2007-2008 Paul Coverdell Forensic Science Improvement Grant in June of this year. The primary purpose of the request was to improve the quality and timeliness of processing palm prints.

DISCUSSION:

On September 11, 2007 the City of Avondale received notification from the Department of Justice Office of Justice Programs that the request for grant funding was awarded in the amount of $58,654. The City of Avondale will use the funding to upgrade the livescan system so that it can capture palm prints that will be processed through the Automated Fingerprint Identification System which is already in use. Capturing these palm images with livescan will allow the backlogged latent palm prints on file to be compared and identified via the AFIS. This will ultimately reduce the processing time from several years to 7 to 10 days for most comparisons.

BUDGETARY IMPACT:

The Paul Coverdell grant does not require a local match. The first year of maintenance for the equipment was included in the grant request. Future years of maintenance will be absorbed by the Police Department. This grant requires staff time associated with the Police Department, Finance Department, Information Technology Department and the Grants Administrator.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City of Avondale to accept a grant in the amount of $58,654 form the Department of Justice Office of Justice Programs.

ATTACHMENTS:

Click to download

- Approval Packet
- RES - 2698-1107

RAÚL M. GRIJALVA
7TH DISTRICT, ARIZONA
COMMITTEES:
EDUCATION AND THE WORKFORCE
RESOURCES

810 EAST 22ND STREET, SUITE 102
TUCSON, AZ 85713
PHONE: (520) 622-6788

1455 S. 4TH AVENUE, SUITE 4
YUMA, AZ 85364
PHONE: (928) 343-7933

WWW.HOUSE.GOV/GRIJALVA

Congress of the United States
House of Representatives
Washington, DC 20515-0307

September 11, 2007

Mr. Charles McClendon
City Manager
City Of Avondale
11465 W Civic Center Dr
Avondale, AZ 85323-6803

Dear Mr. McClendon:

I want to extend my personal congratulations on the grant award your organization has received from the National Institute of Justice . These grants are extremely competitive; you should take pride in this recognition.

Grantor:	**National Institute of Justice**
Grant Number:	**2007-CD-BX-0049**
Title of Program/Project:	**Paul Coverdell National Forensic Sciences Improvement Act Formula Grant Program**
Amount of Award:	**$58,654**
Date of Award:	**09/11/2007**

You should be extremely proud of the fine work you do and will continue to do for our community. Should you have any questions or concerns, please call Clara Ortiz of my staff at (520) 622-6788.

Sincerely,

Raúl M. Grijalva

Raúl M. Grijalva
Member of Congress

RMG: co

Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 11, 2007

Mr. Charlie McClendon
City of Avondale Police Department
11465 West Civic Center Drive
Suite 220
Avondale, AZ 85323-6803

Dear Mr. McClendon:

On behalf of Attorney General Alberto Gonzales, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the Paul Coverdell National Forensic Sciences Improvement Act Formula Grant Program in the amount of $58,654 for City of Avondale Police Department. This funding is for the project titled, "FY2007 Paul Coverdell Forensic Science Improvement Grants Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Alan Spanbauer, Program Manager at (202) 305-2436; and

- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Regina B. Schofield

Regina B. Schofield
Assistant Attorney General

Enclosures

NIJ FY 07 Paul Coverdell Forensic Science Improvement Grants Program 2007-CD-BX-0049

ACH Financial Information

In accordance with the Debt Collection Improvement Act of 1996, payments by the Office of Justice Programs, Office of the Comptroller, are electronically deposited to recipient accounts by the US Treasury through the Automated Clearing House (ACH). The Automated Clearing House (ACH) enrollment form below will be used to establish Direct Deposit with the preferred financial institution used by your organization.

Since you have accepted the terms and conditions specified in your award, you can now begin the ACH enrollment process. Please type in the required information in the ACH form, print it, and take it to the financial institution used by your organization. Please note that all grantees are required to follow this procedure, whether or not your ACH form is currently on file with OJP.

You will not be able to save this form, so please print it out once you have completed it. You will also not be able to retrieve the information you typed in about your bank, so please print out this form as soon as you have finished filling it out.

Have the financial institution fill-out the last section and send via overnight courier the ORIGINAL of the ACH form to:

Office of Justice Programs
Office of Comptroller
Attn: Control Desk - ACH
810 Seventh Street, NW - 5th Floor
Washington, DC 20531

If the information on the pre-populated ACH form is incorrect, please contact your program manager Alan Spanbauer, at (202) 305-2436. If you have questions concerning current banking information, please contact the OC Customer Service Center at 1-800-458-0786 (press 2) or at askoc@ojp.usdoj.gov. You should also contact the OC Customer Service center to verify changes to your ACH Information.

Fill out ACH Form Print Blank ACH Form

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 11, 2007

Mr. Charlie McClendon
City of Avondale Police Department
11465 West Civic Center Drive
Suite 220
Avondale, AZ 85323-6803

Dear Mr. McClendon:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at http://www.ojp.usdoj.gov/ocr/. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

we must do

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs

National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2007-CD-BX-0049

This project is supported under 42 U.S.C. 3797j - 3797o (NIJ - Coverdell Forensic Science Improvement)

1. STAFF CONTACT (Name & telephone number)

Alan Spenbauer
(202) 305-2436

2. PROJECT DIRECTOR (Name, address & telephone number)

Glenn Hutchinson
I D Technician
11465 West Civic Center Drive
Avondale, AZ 85323-6803
(623) 333-7231

3a. TITLE OF THE PROGRAM

NIJ FY 07 Paul Coverdell Forensic Science Improvement Grants Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Latent Print Identification Enhancement Through Technology Update.

5. NAME & ADDRESS OF GRANTEE

City of Avondale Police Department
11465 West Civic Center Drive Suite 220
Avondale, AZ 85323-6803

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2007 TO: 09/30/2008

8. BUDGET PERIOD

FROM: 10/01/2007 TO: 09/30/2008

9. AMOUNT OF AWARD

$ 58,654

10. DATE OF AWARD

09/11/2007

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Coverdell funds are to be used to improve the quality and timeliness of forensic science and medical examiner services and/or to eliminate backlogs in the analysis of forensic evidence, including controlled substances, firearms examination, forensic pathology, latent prints, questioned documents, toxicology, and trace evidence.

ca/ncf

Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of Avondale Police Department
11465 West Civic Center Drive Suite 220
Avondale, AZ 85323-6803

4. AWARD NUMBER: 2007-CD-BX-0049

5. PROJECT PERIOD: FROM 10/01/2007 TO 09/30/2008
BUDGET PERIOD: FROM 10/01/2007 TO 09/30/2008

6. AWARD DATE 09/11/2007

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
866000233

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Latent Print Identification Enhancement Through Technology Update.

10. AMOUNT OF THIS AWARD $ 58,654

11. TOTAL AWARD $ 58,654

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 42 U.S.C. 3797j - 3797o (NIJ - Coverdell Forensic Science Improvement)

15. METHOD OF PAYMENT
PAPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Regina B. Schofield
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL
Regina B. Schofield

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Charlie McClendon
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	CD	60	00	00		58654

21. CD07S00053

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2007-CD-BX-0049 AWARD DATE 09/11/2007

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. A. Generally Accepted Laboratory Practices. The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

   B. External Investigations. The recipient shall ensure that the requirements of 42 U.S.C. section 3797k(4) (which relate to independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that receives a portion of the grant amount.

   C. Use of Funds; No Research. Funds provided under this award shall be used only for the purposes and types of expenses set forth in the fiscal year 2007 grant announcement. Funds shall not be used for general law enforcement functions or nonforensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ Program Manager prior to incurring the expense or commencing the activity in question.

   D. Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62), program performance under this fiscal year 2007 award is measured by the following: (1) change in the number of days between submission of a sample to a forensic science laboratory and delivery of test results to a requesting office or agency; (2) the number of backlogged forensic cases analyzed with fiscal year 2007 Coverdell funds, if applicable to the award; and (3) the number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with fiscal year 2007 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures.

6. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line through the Internet at https://grants.ojp.usdoj.gov/.

7. The recipient agrees to submit quarterly financial status reports to the Office of Justice Programs using Standard Form SF 269A on the Internet at https://grants.ojp.usdoj.gov . These reports shall be submitted on-line not later than 45 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

SPECIAL CONDITIONS

8. The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out with the fiscal year 2007 grant, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. The recipient is required to collect data necessary for this report. This report is due no later than 90 days following the close of the award period or the expiration of any extension periods. The reports can be filed online through the Internet at: https://grants.ojp.usdoj.gov/.

9. The recipient shall transmit to the grant monitor copies of all official grant-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

10. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

11. Recipient acknowledges that the Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    Recipient acknowledges that the Office of Justice Programs has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

12. To assist in information sharing, the grantee shall provide the grant manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the grantee's or government's expense, shall contain the following statement: This project was supported by Award No. _____ awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

    NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the grant recipient for dissemination to the public.

PROJECT NUMBER 2007-CD-BX-0049 AWARD DATE 09/11/2007

SPECIAL CONDITIONS

13. The Recipient may not obligate, expend, or draw down any funds under this award until: (1) NIJ has confirmed that the Recipient has (a) submitted a sufficient Certification as to External Investigations that identifies the "Name of Investigating Agency" (or agencies), and (b) named in the program narrative the existing government entity (or government entities) that is the subject of the Certification as to External Investigations (i.e., the government entity or entities with an "appropriate process . . . in place to conduct independent external investigations into allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or contractors . . ."); (2) the Recipient has submitted any necessary additional materials requested by NIJ in connection with these requirements; and (3) a Grant Adjustment Notice has been issued removing this special condition.

14. The Recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
Categorical Exclusions: Based upon the information provided by the Recipient in its application for these funds, NIJ has determined and the Recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice' Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.
Modifications: Throughout the term of this award, the Recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities. The Recipient will not implement a proposed change until NIJ, with the assistance of the Recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change and NIJ has concurred in the proposed change. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ conducted environmental impact review process.

Done

15. The recipient agrees not to obligate, expend, or draw down any funds until a revised budget reflecting the final award amount has been received and approved by the National Institute of Justice and a Grant Adjustment Notice has been issued removing this condition.

16. None of the funds made available under this award may be used for the costs of any new facility (or new facilities) to be constructed.

Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Alan Spanbauer, Program Manager

Subject: Categorical Exclusion for City of Avondale Police Department

The Recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
Categorical Exclusions: Based upon the information provided by the Recipient in its application for these funds, NIJ has determined and the Recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice' Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.
Modifications: Throughout the term of this award, the Recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities. The Recipient will not implement a proposed change until NIJ, with the assistance of the Recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change and NIJ has concurred in the proposed change. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ conducted environmental impact review process.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this for for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR210. This information will be used by the Treasury Department to transmit payment data, by electric means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
Office of Justice Programs

OJP Grant Number/s:

AGENCY IDENTIFIER
OJP

AGENCY LOCATION CODE (ALC):
15-04-0001

ADDRESS
810 Seventh Street, NW Attn: Office of the Comptroller Control Desk

Washington D.C. 20531

CONTACT PERSON NAME
Office of the Comptroller Customer Service Center

TELEPHONE NUMBER
(800) 458-0786

ADDITIONAL INFORMATION

PAYEE/COMPANY INFORMATION

NAME:

OJP Vendor Number:

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

NIJ FY 07 Paul Coverdell Forensic Science Improvement Grants Program 2007-CD-BX-0049

Acceptance Instructions

Congratulations. You have been awarded a grant by the Office of Justice Programs of the Department of Justice. Please click on the Award Document link below to see your award documents.

If you choose to accept the award and ALL the special conditions, please

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official. (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official is preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A.)
3. The Authorized Grantee Official should also initial the bottom right corner of each page of any Special Conditions to the Award Document.
4. Fax BOTH the Award Document and the Special Conditions to the Office of Justice Programs, Control Desk at (202) 616-5962 or (202) 353-8475.

If you choose not to accept the award, OR if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Alan Spanbauer, at (202) 305-2436.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the official. Once the GAN to change the name of the authorizing official has been approved, you should:

- print the GAN that approves the change
- print the original award document
- have the new approving official sign the acceptance over top of the old official's name
- fax the signed acceptance plus the approved GAN to the Control Desk as noted above

For programmatic questions contact Alan Spanbauer, at (202) 305-2436. for financial questions contact OC Customer Service at 1-800-458-0786. For questions about printing and faxing these documents, please contact the GMS Help Desk at 1-888-549-9901 option#3.

RESOLUTION NO. 2698-1107

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING A PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE.

WHEREAS, the U.S. Department of Justice (the "DOJ") has awarded the City of Avondale (the "City") a Paul Coverdell Forensic Sciences Improvement Grant Award (the "Grant") in the amount of $58,654, for the purchase of forensic equipment; and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds.

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

SECTION 1. That the Grant Award Agreement (the "Agreement") between the City and DOJ is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 5, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2698-1107

[Grant Award Agreement]

See following pages.

Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 11, 2007

Mr. Charlie McClendon
City of Avondale Police Department
11465 West Civic Center Drive
Suite 220
Avondale, AZ 85323-6803

Dear Mr. McClendon:

On behalf of Attorney General Alberto Gonzales, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the Paul Coverdell National Forensic Sciences Improvement Act Formula Grant Program in the amount of $58,654 for City of Avondale Police Department. This funding is for the project titled, "FY2007 Paul Coverdell Forensic Science Improvement Grants Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Alan Spanbauer, Program Manager at (202) 305-2436; and

- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Regina B. Schofield

Regina B. Schofield
Assistant Attorney General

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 11, 2007

Mr. Charlie McClendon
City of Avondale Police Department
11465 West Civic Center Drive
Suite 220
Avondale, AZ 85323-6803

Dear Mr. McClendon:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at http://www.ojp.usdoj.gov/ocr/. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

we must do

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs

National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2007-CD-BX-0049

This project is supported under 42 U.S.C. 3797j - 3797o (NIJ - Coverdell Forensic Science Improvement)

1. STAFF CONTACT (Name & telephone number)

Alan Spenbauer
(202) 305-2436

2. PROJECT DIRECTOR (Name, address & telephone number)

Glenn Hutchinson
I D Technician
11465 West Civic Center Drive
Avondale, AZ 85323-6803
(623) 333-7231

3a. TITLE OF THE PROGRAM

NIJ FY 07 Paul Coverdell Forensic Science Improvement Grants Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Latent Print Identification Enhancement Through Technology Update.

5. NAME & ADDRESS OF GRANTEE

City of Avondale Police Department
11465 West Civic Center Drive Suite 220
Avondale, AZ 85323-6803

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2007 TO: 09/30/2008

8. BUDGET PERIOD

FROM: 10/01/2007 TO: 09/30/2008

9. AMOUNT OF AWARD

$ 58,654

10. DATE OF AWARD

09/11/2007

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Coverdell funds are to be used to improve the quality and timeliness of forensic science and medical examiner services and/or to eliminate backlogs in the analysis of forensic evidence, including controlled substances, firearms examination, forensic pathology, latent prints, questioned documents, toxicology, and trace evidence.

ca/ncf

Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of Avondale Police Department
11465 West Civic Center Drive Suite 220
Avondale, AZ 85323-6803

4. AWARD NUMBER: 2007-CD-BX-0049

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6. AWARD DATE 09/11/2007

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
866000233

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Latent Print Identification Enhancement Through Technology Update.

10. AMOUNT OF THIS AWARD $ 58,654

11. TOTAL AWARD $ 58,654

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 42 U.S.C. 3797j - 3797o (NIJ - Coverdell Forensic Science Improvement)

15. METHOD OF PAYMENT
PAPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Regina B. Schofield
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL
Regina B. Schofield

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Charlie McClendon
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	CD	60	00	00		58654

21. CD07S00053

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2007-CD-BX-0049 AWARD DATE 09/11/2007

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. A. Generally Accepted Laboratory Practices. The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

   B. External Investigations. The recipient shall ensure that the requirements of 42 U.S.C. section 3797k(4) (which relate to independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that receives a portion of the grant amount.

   C. Use of Funds; No Research. Funds provided under this award shall be used only for the purposes and types of expenses set forth in the fiscal year 2007 grant announcement. Funds shall not be used for general law enforcement functions or nonforensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ Program Manager prior to incurring the expense or commencing the activity in question.

   D. Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62), program performance under this fiscal year 2007 award is measured by the following: (1) change in the number of days between submission of a sample to a forensic science laboratory and delivery of test results to a requesting office or agency; (2) the number of backlogged forensic cases analyzed with fiscal year 2007 Coverdell funds, if applicable to the award; and (3) the number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with fiscal year 2007 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures.

6. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line through the Internet at https://grants.ojp.usdoj.gov/.

7. The recipient agrees to submit quarterly financial status reports to the Office of Justice Programs using Standard Form SF 269A on the Internet at https://grants.ojp.usdoj.gov . These reports shall be submitted on-line not later than 45 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

SPECIAL CONDITIONS

8. The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out with the fiscal year 2007 grant, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. The recipient is required to collect data necessary for this report. This report is due no later than 90 days following the close of the award period or the expiration of any extension periods. The reports can be filed online through the Internet at: https://grants.ojp.usdoj.gov/.

9. The recipient shall transmit to the grant monitor copies of all official grant-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

10. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

11. Recipient acknowledges that the Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    Recipient acknowledges that the Office of Justice Programs has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

12. To assist in information sharing, the grantee shall provide the grant manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the grantee's or government's expense, shall contain the following statement: This project was supported by Award No. _____ awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

    NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the grant recipient for dissemination to the public.

PROJECT NUMBER 2007-CD-BX-0049 AWARD DATE 09/11/2007

SPECIAL CONDITIONS

13. The Recipient may not obligate, expend, or draw down any funds under this award until: (1) NIJ has confirmed that the Recipient has (a) submitted a sufficient Certification as to External Investigations that identifies the "Name of Investigating Agency" (or agencies), and (b) named in the program narrative the existing government entity (or government entities) that is the subject of the Certification as to External Investigations (i.e., the government entity or entities with an "appropriate process . . . in place to conduct independent external investigations into allegations of serious negligence or misconduct substantially affecting the integrity of the forensic results committed by employees or contractors . . ."); (2) the Recipient has submitted any necessary additional materials requested by NIJ in connection with these requirements; and (3) a Grant Adjustment Notice has been issued removing this special condition.

14. The Recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
Categorical Exclusions: Based upon the information provided by the Recipient in its application for these funds, NIJ has determined and the Recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice' Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.
Modifications: Throughout the term of this award, the Recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities. The Recipient will not implement a proposed change until NIJ, with the assistance of the Recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change and NIJ has concurred in the proposed change. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ conducted environmental impact review process.

Done

15. The recipient agrees not to obligate, expend, or draw down any funds until a revised budget reflecting the final award amount has been received and approved by the National Institute of Justice and a Grant Adjustment Notice has been issued removing this condition.

16. None of the funds made available under this award may be used for the costs of any new facility (or new facilities) to be constructed.

Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Alan Spanbauer, Program Manager

Subject: Categorical Exclusion for City of Avondale Police Department

The Recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
Categorical Exclusions: Based upon the information provided by the Recipient in its application for these funds, NIJ has determined and the Recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice' Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.
Modifications: Throughout the term of this award, the Recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities. The Recipient will not implement a proposed change until NIJ, with the assistance of the Recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change and NIJ has concurred in the proposed change. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ conducted environmental impact review process.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this for for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR210. This information will be used by the Treasury Department to transmit payment data, by electric means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY
Office of Justice Programs

OJP Grant Number/s:

AGENCY IDENTIFIER
OJP

AGENCY LOCATION CODE (ALC):
15-04-0001

ADDRESS
810 Seventh Street, NW Attn: Office of the Comptroller Control Desk

Washington D.C. 20531

CONTACT PERSON NAME
Office of the Comptroller Customer Service Center

TELEPHONE NUMBER
(800) 458-0786

ADDITIONAL INFORMATION

PAYEE/COMPANY INFORMATION

NAME:

OJP Vendor Number:

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

CITY COUNCIL REPORT

SUBJECT:
Resolution 2699-1107 - Intergovernmental agreement - Arizona Child Protective Services - regional Family Advocacy Center

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623)333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council will consider a resolution authorizing an intergovernmental agreement (IGA) with the cities of Avondale, Goodyear and Buckeye to establish a regional Family Advocacy Center (FAC). This IGA will add Arizona Child Protective Services (CPS) as a partner to the FAC.

BACKGROUND:

On March 7th, 2007 the Council approved an IGA to establish a FAC between the police departments of Avondale Goodyear, and Buckeye. This FAC will provide services to the victims of sexual assault, child abuse, domestic violence and aggravated assault in all three jurisdictions. In order to provide complete victim services, CPS is willing to partner with the FAC.

DISCUSSION:

Currently, CPS is called to respond to situations where children have been victimized. However, due to heavy caseloads, it sometimes takes several hours for a case worker to respond. If they are not able to respond immediately, a CPS caseworker is assigned to follow-up on the assigned case. By establishing office space for a CPS caseworker at the FAC, a caseworker can be assigned at the beginning of the investigation. The caseworker works with a team of service providers from the beginning of the investigation through prosecution and counseling. This model has proven much more effective in terms of prosecution and reduced recidivism. All three police departments have reviewed the proposed IGA and all three are in agreement with its contents.

BUDGETARY IMPACT:

This IGA presents no financial responsibilities.

RECOMENDATION:

Staff recommends that Council approve a resolution authorizing this IGA which adds Arizona Child Protective Services to the existing partnership with the Avondale, Goodyear and Buckeye Police Departments to create a Family Advocacy Center.

ATTACHMENTS:

Click to download

- RES - 2699-1107

RESOLUTION NO. 2699-1107

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOWN OF BUCKEYE, THE CITY OF GOODYEAR AND THE STATE OF ARIZONA, REGARDING THE DEPARTMENT OF ECONOMIC SECURITY USE OF THE AVONDALE, BUCKEYE AND GOODYEAR DOMESTIC VIOLENCE VICTIM ADVOCACY CENTER.

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

SECTION 1. That the Intergovernmental Agreement with the Town of Buckeye, the City of Goodyear and the State of Arizona regarding Department of Economic Security use of the Avondale, Buckeye and Goodyear Domestic Violence Victim Advocacy Center (the "Agreement") is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 5, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2699-1107

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY
TO PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on the date of the last signature below, by and between the City of Avondale, an Arizona municipal corporation ("Avondale"), the Town of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") (each referred to individually as a "Partnering Agency" and collectively identified as the "Partnering Agencies") and the State of Arizona acting by and through the Department of Economic Security/Division of Children, Youth, and Families/Child Protective Services ("DES") to provide integrated services to children and families.

RECITALS

A. DES is duly authorized to execute and administer the Agreement under ARIZ. REV. STAT. § 41-1954.

B. Avondale, Buckeye and Goodyear have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

C. The Partnering Agencies have entered into that certain Intergovernmental Agreement dated July 2, 2007, with respect to the design, construction and operation of a domestic violence victim advocacy center located at 140 North Litchfield Road, Goodyear, Arizona (the "Center") for the provision of services for victims of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence ("Center IGA").

D. The Partnering Agencies have agreed in that certain Intergovernmental Agreement dated July 2, 2007, with respect to the operation of Center that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

E. The Partnering Agencies desire to participate in the shared use of the Center with DES to provide on-site agency collaboration through the use of multi-disciplinary team approach to prevention, investigation, assessment, protection, referral for prosecution and treatment of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases (the "Services").

F. The Partnering Agencies have agreed in that certain Intergovernmental Agreement dated July 2, 2007, to develop a Center Operations Manual to address the policies, procedures and day-to-day operations of the Center (the "Center Operations Manual").

G. DES desires to participate in the shared use of the Center to promote the safety, well-being and self-sufficiency of children, adults and families to further its vision that every child, adult and family in the State of Arizona will be safe and economically secure.

AGREEMENT

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

1. Term. The initial term of the Agreement shall begin on November 1, 2007 and shall be for a period of three years. Thereafter this Agreement will automatically renew for successive terms of three years unless terminated by any Party pursuant to the termination provisions herein.

2. Applicable Law; Venue. In the performance of the Agreement, all parties to the Agreement shall abide by and conform to any and all laws of the United States and State of Arizona 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. The Agreement shall be governed by the laws of the State of Arizona and suit pertaining to the Agreement may be brought only in courts in the State of Arizona.

3. Location of Center. The Partnering Agencies intend to operate the Center in a leased building comprising 12,500 square feet located at 140 North Litchfield Road, Goodyear, Arizona, or other facility mutually agreeable to the Partnering Agencies (the "Initial Facility").

4. Joint Use of Center.

a. The Partnering Agencies agree to provide space at the Center to DES in exchange for the delivery of expedited multi-level service in order to facilitate and assist the Department in the mission of promoting the safety, well-being and self-sufficiency of children, adults and families.

b. The space to be provided will be a quality standard working environment which will provide protection of the general health and welfare of DES employees and will comply with the Uniform Building Code, American's with Disability Act, National Fire Protection Agency (NFPA) Code and any other codes or ordinances enforced by the local jurisdiction.

c. DES shall be provided two offices and modular space within the Center totaling approximately 600 square feet (the "Designated Space").

d. The Partnering Agencies shall provide use of the Designated Space to DES free of charge.

e. The Partnering Agencies agree to develop the Center Operations Manual using the multidisciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers.

f. After the adoption of the Center Operations Manual, all parties to the Agreement agree to comply with the provisions of the multi-disciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers.

5. Furnishings/Equipment.

a. DES agrees to use its own furnishings, equipment and computer systems. At the termination of this agreement, DES agrees to remove their furnishings, equipment and computer systems.

b. Avondale is currently installing a telephone system. The Partnering Agencies and DES agree to share access to this telephone system.

6. Maintenance. DES shall be responsible for maintaining its own furnishings, equipment and computer systems and shall reasonably clean, maintain and repair its designated space at its own expense during the term of the Agreement (as may be extended). Notwithstanding the foregoing, all parties to the Agreement shall clean up any waste, spills or equipment caused by/placed upon the property jointly used pursuant to the Agreement after each use.

7. Utilities; Telephone Service.

a. Each party to the Agreement shall pay its pro rata share of all reasonable charges for water, natural gas and electricity consumed at the Center.

b. DES's Designated Space is approximately 5% of the entire Center. Therefore, DES agrees to pay 5% of all actual charges for water, natural gas and electricity consumed at the Center.

c. DES agrees to pay 25% of the base rate telephone service charges. DES agrees to pay 100% of its long-distance telephone service charges.

d. Avondale, as the day-to-day manager of the Center, shall invoice DES monthly for its allocable share of utility and telephone services consumed in the prior month. DES shall provide payment to Avondale within 30 days of receipt of Avondale's invoice. All payments to Avondale for utility and telephone services provided by the Center cease upon expiration or termination of this Agreement.

8. Indemnification. All parties to the Agreement hereby agree that, to the extent permitted by law, each party will indemnify and hold the other parties harmless, including any of the parties departments, agencies, officers, employees, elected officials or agents, from and

against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying party of any of the provisions of this agreement. All parties to the Agreement hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

9. Insurance.

a. Partnering Agencies mutually agree to provide for their respective financial responsibilities as respects liability arising out of this Agreement through either the purchase of insurance or the provision of the self-funded insurance program.

b. The State of Arizona is self-insured pursuant to ARIZ. REV. STAT. § 41-621.

c. All parties to the Agreement agree that they are not joint employers for the purpose of workers compensation coverage and that any Partnering Agency employee or DES employee assigned to the Center shall remain an employee of such Partnering Agency or DES, respectively. To the extent that employees of one Partnering Agency or DES performs duties on behalf of another Partnering Agency or DES, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. Non-Discrimination. All parties to the Agreement shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. All parties to the Agreement shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

11. Amendment. The Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear and DES.

12. Relationship of the Parties; Authority. All parties to the Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. All parties shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this agreement.

13. Integration. The Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

14. Termination of Agreement.

a. In the event any Partnering Agency terminates its participation in the Center IGA, then that Partnering Agency also terminates its participation in the Agreement. The Partnering Agency shall also provide not less than 30 days written notice of the intent to terminate the Agreement.

b. DES may terminate participation in the Agreement prior to the end of the current term by providing not less than 30 days written notice of the intent to terminate.

15. Attorneys' Fees. In the event legal action is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

16. Arbitration. The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518, except as may be required by other applicable statutes (Title 41).

17. Severability. If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.

18. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

19. Waiver. Failure of any party to exercise any right or option arising out of a breach of the Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

20. Counterparts. The Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

21. Captions. Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing the Agreement.

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

If to the Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-478-3802
Attn: City Manager

If to Buckeye: Town of Buckeye
100 North Apache, Suite A
Buckeye, Arizona 85326
Facsimile: 623-349-6099
Attn: Town Manager

If to Goodyear: City of Goodyear
190 North Litchfield Road
Goodyear, Arizona 85338
Facsimile: 623-932-1177
Attn: City Manager

If to DES DES/DCYF Financial and Business Operations Administrator
1789 West Jefferson Street, Site Code 750A
Phoenix, AZ 85007
Facsimile: 602-542-3330
Attn: David Longo

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

23. Cancellation. The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Either party may cancel the Agreement without penalty or further obligations by the party or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party 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.

24. Continuation Subject to Appropriation. The performance by all parties to the Agreement of its obligations under the Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations. The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party. If the Council of Avondale, Buckeye or Goodyear or State Legislature of the State of Arizona fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and all parties to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

25. Miscellaneous.

a. Records. All books, accounts, reports, files and other records of either party relating to the Agreement or the work done under the Agreement shall be subject at all

reasonable times to inspection and audit by all parties to the Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.

b. Personal Use of Contracts. State employees and public officers shall not be permitted to purchase materials or services under the Agreement for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.

c. IT 508 Compliance. Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

d. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

e. Federal Immigration and Nationality Act. By entering into the Agreement, all parties to the Agreement warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Agreement.

26. Exhibits. To the extent applicable to the Agreement, the Partnering Agencies and DES shall comply with the provisions set forth in Exhibit A and Exhibit B.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties to the Agreement hereto have executed the Agreement on the date first written above.

"**Avondale**"

CITY OF AVONDALE, an Arizona municipal corporation

_____

Marie Lopez Rogers, Mayor

ATTEST:

_____

Linda M. Farris, City Clerk

"**Buckeye**"

TOWN OF BUCKEYE, an Arizona municipal corporation

_____

Bobby Bryant, Mayor

ATTEST:

_____

Linda Garrison, Town Clerk

"**Goodyear**"

CITY OF GOODYEAR, an Arizona municipal corporation

_____

James M. Cavanaugh, Mayor

ATTEST:

_____

Dee Cockrum, City Clerk

"DES"

STATE OF ARIZONA, Department of Economic Security

_____

Katherine Babonis, Chief Procurement Officer

ATTEST:

_____

Name, Position

In accordance with the requirements of ARIZ. REV. STAT. § 41-1954 and ARIZ. REV. STAT. § 11-952(D), the undersigned Attorneys acknowledge that (i) they have reviewed the above agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Andrew J. McGuire, City Attorney	Scott W. Ruby, Town Attorney
Roric Massey, City Attorney	Barbara Behun, Assistant Attorney General

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY

[Procurement]

See following pages.

29 CFR 97.36 – Procurement, Section Number: 97.36, Section Name: Procurement

(i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled ``Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or sub-grantees)

(4) Compliance with the Copeland ``Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19. 1995]

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE TOWN OF BUCKEYE,
THE CITY OF GOODYEAR AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF ECONOMIC SECURITY

[Retention and Access Requirements for Records]

See following pages.

29 CFR 97.42 - Retention and access requirements for records, Section Number: 97.42, Section Name: Retention and access requirements for records.

(a) Applicability.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub-grantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) Length of retention period.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub-grantee.

(c) Starting date of retention period

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) Access to records

(1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records Unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.

CITY COUNCIL REPORT

SUBJECT:
Cultural Plan Update by the West Valley Arts Council

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The West Valley Arts Council Executive Director will present the final report on the West Valley Cultural Heritage Study, for review and information.

BACKGROUND:

In the summer of 2005 the West Valley Arts Council engaged the services of Diane Mataraza, arts consultant, to assist in developing a West Valley Cultural Heritage Study and final plan. All of the West Valley cities pledged support and participation in this project to create a plan that will provide direction and advice for the future development of arts programs and facilities.

Julie Richard, Executive Director of the West Valley Arts Council, will present an overview of the completed five-year plan that includes long-term regional strategies designed to accomplish the following:

- Strengthen the relationship between the WVAC and area arts and cultural providers
- Cultivate public perception and resources in support of cultural development
- Builds awareness and excitement about what can be
- Make arts and cultural integral to the West Valley cities' development agendas
- Make arts and culture accessible and valuable to all residents

The presentation will update the Council on the strategies outlined in the report.

DISCUSSION:

For information and discussion only.

BUDGETARY IMPACT:

None at this time.

RECOMENDATION:

For review, discussion and direction.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Public Hearing - Diamond P Ranch Annexation

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council hold a public hearing regarding the proposed annexation of APN 500-66-009F, 500-66-009E, 500-66-001D, 500-66-002A and 500-66-005A; 244 acres of land generally located south of Lower Buckeye Road between Avondale Blvd. and El Mirage Road.

BACKGROUND:

On April 23, 2007, staff received a request from David B. Coble of Coe & Van Loo on behalf of the owner, Michael Pylman, for the annexation of 244 of land generally located south of Lower Buckeye between Avondale Boulevard and El Mirage Road.

The property is contiguous to existing city limits on three sides, is currently zoned Rural-43 by Maricopa County and will be designated AG (Agriculture) upon annexation. Staff is concurrently processing an application to rezone the property to PAD (Planned Area Development) for the development of a single-family residential development which will include a site for an elementary school/park.

The annexation will reduce a county island.

In accordinace with state statutes, the Council must hold a public hearing on this proposed annexation. The notice of this hearing and the pending annexation have been published in the West Valley view and posted at three locations within the property as required. No comments have been received from the public.

RECOMENDATION:

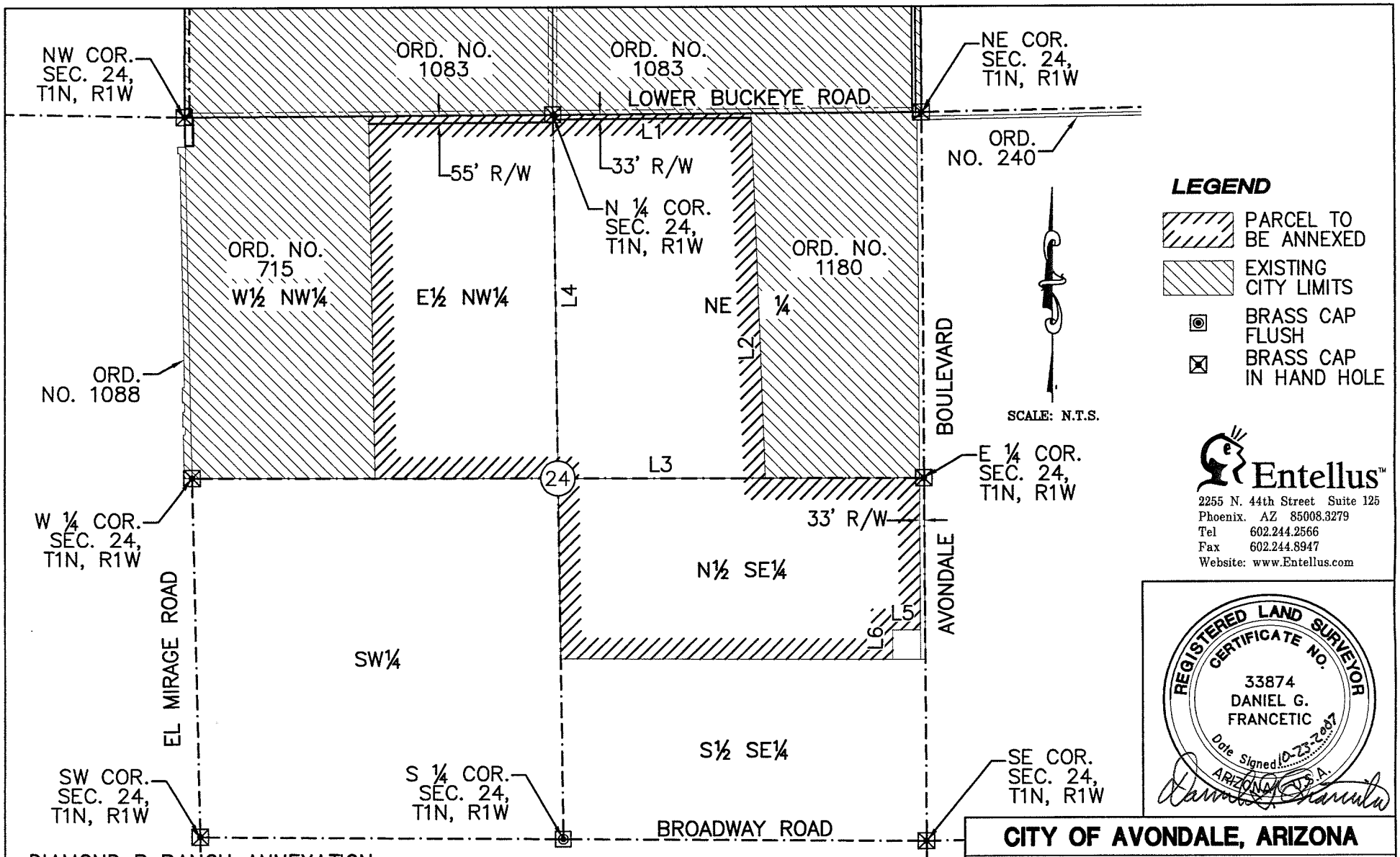
Staff recommends that the City Council hold a public hearing on the proposed annexation as required by ARS § 9-471.A.3.

Project Manager: Carmen Martinez, Deputy City Clerk

ATTACHMENTS:

Click to download

- Map and Legal
- Posting photos
- Vicinity map



Entellus™
2255 N. 44th Street Suite 125
Phoenix. AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 10-23-2007
ARIZONA, U.S.A.

DIAMOND P RANCH ANNEXATION
CITY OF AVONDALE, ARIZONA
WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO.

MAYOR _____, DATE _____.

CLERK _____, DATE _____.

LINE	BEARING	DISTANCE
L1	N 89°43'05" E	1419.36'
L2	S 02°06'18" E	2639.29'
L3	N 89°56'43" W	1484.05'
L4	N 00°42'09" W	2629.31'
L5	N 89°47'01" W	200.01'
L6	S 00°13'47" E	215.01'

CITY OF AVONDALE, ARIZONA

SECTION 24

T.1N., R.1W., G. & S.R.B. & M.

ANNEXATION EXHIBIT

DATE: 6/26/07 REV'D: 10/22/07

DRAWN BY: DG | CHK'D: DGF | PAGE: 1 OF 1

FILE: P/SS/APROJ/435011_PHS04/LEGALS/SEC.CORNERS

DESCRIPTION FOR ANNEXATION
CITY OF AVONDALE

Those portions of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

The East Half of the Northwest Quarter of said Section.

The North Half of the Southeast Quarter of said Section;

EXCEPT the East 33.00 feet thereof;

And also EXCEPT the South 215.00 feet of the West 200.00 feet of the East 233.00 thereof.

That portion of the Northeast Quarter of said Section described as follows:

BEGINNING at the Maricopa County Department of Transportation brass cap in hand hole found at North Quarter Corner of said Section, from which the City of Avondale brass cap found in hand hole at the Northeast Corner of said Section bears North 89 degrees 43 minutes 05 seconds East a distance of 2653.56 feet as defined on "Record of Survey- PLSS Subdivision" recorded in Book 694 of Maps, Page 38 of the records of the Maricopa County Recorder, said line being the North line of said Northeast Quarter and the basis of bearing for this description;

Thence along said North line, North 89 degrees 43 minutes 05 seconds East a distance of 1419.36 feet to the prolongation of the West deed line of the parcel of land described in Document # 2006-1522394 of the Maricopa County Recorder, said line also being the West line of the annexation described in Document # 2006-0693233, being City of Avondale Ordinance 1180-406;

The along said West deed line, South 02 degrees 06 minutes 18 seconds East a distance of 2639.29 feet to a point on the South line of said Northeast Quarter;

Thence along said South line, North 89 degrees 56 minutes 43 seconds West a distance of 1484.05 feet to the Center of said Section;

Thence along the West line of said Northeast Quarter, North 00 degrees 42 minutes 09 seconds West a distance of 2629.31 feet to the POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 10-23-2007
ARIZONA U.S.A.

PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, November 5, 2007 at 7:00 p.m. to discuss the proposed annexation of those portions of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (244 acres of land generally located south of Lower Buckeye Road between Avondale Boulevard and El Mirage Road). For additional information please call the City Clerk's Department at 623-333-1200. This meeting will be held in the Council Chambers, 11465 W Civic Center Drive in Avondale.

Published in the West Valley View October 26, 2007

DESCRIPTION FOR ANNEXATION
CITY OF AVONDALE

Those portions of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

The East Half of the Northeast Quarter of said Section;

The North Half of the Southeast Quarter of said Section;

EXCEPT the East 53.00 feet thereof;

And also EXCEPT the South 213.00 feet of the West 200.00 feet of the East 253.00 thereof;

That portion of the Northeast Quarter of said Section described as follows:

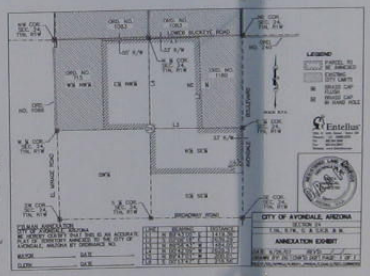
BEGINNING at the Maricopa County Department of Transportation brass cap in hand hole found at North Quarter Corner of said Section, from which the City of Avondale brass cap found in hand hole at the Northeast Corner of said Section bears South 89 degrees 46 minutes 07 seconds East a distance of 2633.00 feet, as defined as "Records of Survey" in Book 414 of Maps, Page 34 of the records of the Maricopa County Recorder and bearing the North line of said Northeast Quarter and the basis of bearing for this description;

Thence along said North line, North 89 degrees 43 minutes 55 seconds East a distance of 1319.38 feet to the prolongation of the West dead line of the parcel of land described in Exhibit "A" of Resolution 1122-0-04 of the Maricopa County Recorder, and lies also being the West line of Section 1 of Resolution & Ordinance # 2006-0001-0-0, being City of Avondale Ordinance 1100-0-00;

The along and West dead line, South 00 degrees 06 minutes 13 seconds East a distance of 1670.29 feet to a point on the South line of said Northeast Quarter;

Thence along said South line, North 89 degrees 56 minutes 03 seconds West a distance of 1664.32 feet to the Center of said Section;

Thence along the West line of said Northeast Quarter, North 00 degrees 02 minutes 09 seconds West a distance of 1669.13 feet to the POINT OF BEGINNING.



PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, November 5, 2007 at 7:00 p.m. to discuss the proposed annexation of those portions of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

The East Half of the Northwest Quarter of said Section.

The North Half of the Southeast Quarter of said Section;

EXCEPT the East 51.00 feet thereof;

And also EXCEPT the South 213.00 feet of the West 200.00 feet of the East 231.00 thereof.

This portion of the Northeast Quarter of said Section described as follows:

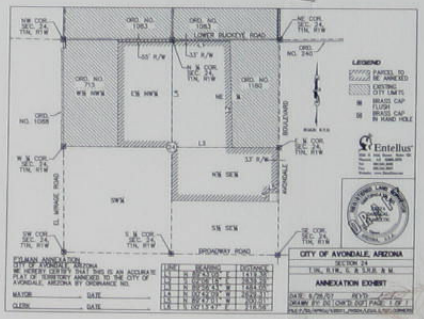
BEGINNING AT the Maricopa County Department of Transportation brass cap in hand hole found at North Quarter Corner of said Section, from which the City of Avondale brass cap found in hand hole at the Northeast Corner of said Section bears North 89 degrees 42 minutes 09 seconds East a distance of 2652.36 feet as defined on "Record of Survey- PLED Subdivision" recorded in Book 694 of Maps, Page 18 of the records of the Maricopa County Recorder, said line being the North line of said Northeast Quarter and the basis of bearing for this description;

Thence along said North line, North 89 degrees 42 minutes 09 seconds East a distance of 1419.36 feet to the prolongation of the West deed line of the parcel of land described in Document # 2006-1322594 of the Maricopa County Recorder, said line also being the West line of the annexation described in Document # 2006-0805233, being City of Avondale Ordinance 1180-406;

The along said West deed line, South 02 degrees 06 minutes 14 seconds East a distance of 2630.29 feet to a point on the South line of said Northeast Quarter;

Thence along said South line, North 89 degrees 56 minutes 43 seconds West a distance of 1434.43 feet to the Center of said Section;

Thence along the West line of said Northeast Quarter, North 00 degrees 42 minutes 09 seconds West a distance of 2629.11 feet to the POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L1	N 89°56'56" W	1434.43'
L2	S 00°06'14" E	2630.29'
L3	N 89°42'09" E	1419.36'
L4	N 00°42'09" W	2629.11'
L5	N 89°42'09" E	2652.36'
L6	N 00°42'09" W	2630.29'
L7	N 00°06'14" W	213.00'

DATE: 8/28/07 REV:
DRAWN BY: DG | CHK'D BY: | PAGE: 1 OF 1
FILE: P:\Avondale\Folian_Annexation\Exhibit.dwg

Published in the West Valley View October 26, 2007

PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, November 5, 2007 at 7:00 p.m. to discuss the proposed annexation of those portions of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona (244 acres of land generally located south of Lower Buckeye Road between Avondale Boulevard and El Mirage Road). For additional information please call the City Clerk's Department at 623-333-1200. This meeting will be held in the Council Chambers, 11465 W Civic Center Drive in Avondale.

Published in the West Valley View October 26, 2007

DESCRIPTION FOR ANNEXATION
CITY OF AVONDALE

Those portions of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

The East Half of the Northeast Quarter of said Section.

The North Half of the Southeast Quarter of said Section:

EXCEPT the East 33.00 feet thereof;

And also EXCEPT the South 215.00 feet of the West 300.00 feet of the East 333.00 thereof.

That portion of the Northeast Quarter of said Section described as follows:

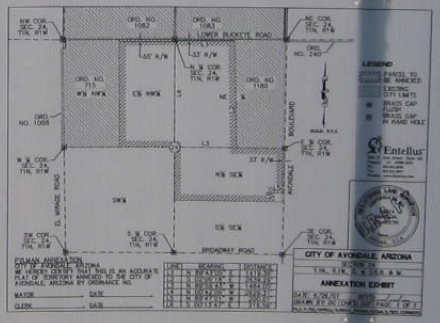
BEGINNING at the Maricopa County Departments of Transportation brass cap in hand hole found at North Quarter Corner of said Section, from which the City of Avondale brass cap found in hand hole at the Northeast Corner of said Section bears North 89 degrees 42 minutes 05 seconds East a distance of 2611.34 feet as defined on "Record of Survey: PLSS Subdivision" recorded in Book 694 of Maps, Page 34 of the records of the Maricopa County Recorder, said line being the North line of said Northeast Quarter and the basis of bearing for this description;

Thence along said North line, North 89 degrees 42 minutes 05 seconds East a distance of 1410.34 feet to the westerlyproject of the West deed line of the parcel of land described in Document # 2006-0222766 of the Maricopa County Recorder, said line also being the West line of the annexation described in Document # 2006-0691133, being City of Avondale Ordinance 1126-406;

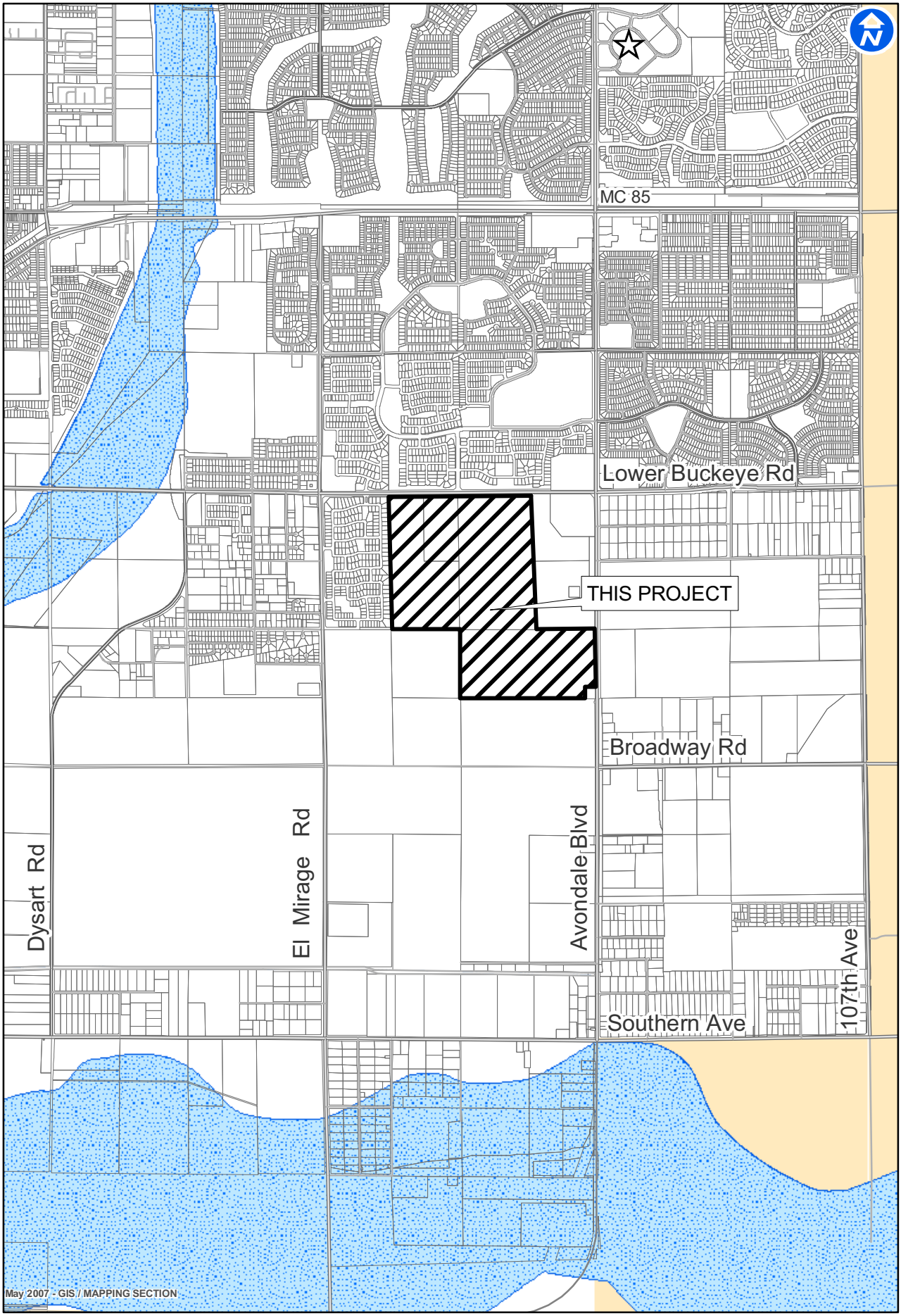
The along said West deed line, South 02 degrees 06 minutes 14 seconds East a distance of 2639.29 feet to a point on the South line of said Northeast Quarter;

Thence along said South line, North 89 degrees 56 minutes 43 seconds West a distance of 1404.81 feet to the Center of said Section;

Thence along the West line of said Northeast Quarter, North 00 degrees 42 minutes 09 seconds West a distance of 2628.31 feet to the POINT OF BEGINNING.



VICINITY MAP



CITY OF AVONDALE

Diamond P Ranch Annexation

CITY COUNCIL REPORT

SUBJECT:
Resolution 2701-1107 Approving a Pre-Annexation Agreement with Evergreen Hillcrest, LLC

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Dave Fitzhugh, Assistant City Manager (623)333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a Resolution approving a Pre-Annexation Agreement with Evergreen-Hillcrest, LLC and authorize the Mayor or the City Manager and City Clerk to execute the agreement.

BACKGROUND:

Evergreen-Hillcrest, LLC owns approximately 304 acres of property located between 1/4 mile east of Avondale Boulevard and 107th Avenue and between 1/4 mile north of Broadway Road and 1/4 mile north of Southern Avenue. This Property, excepting 49 acres which is already annexed, is the subject of an application for annexation into the municipal limits of the City. All of this property is also included in a rezoning request to be heard by Council in tonight's meeting. (See Attached Vicinity Map)

The Owner has applied to the City for annexation and approval for Planned Area Development ("PAD") zoning to develop the planned community of Hillcrest, as described in the narrative for the Hillcrest PAD presented to the City Council this evening as Case No. Z0612 (the "Hillcrest PAD").

A significant portion of the Property is within the service area of the Rigby Water Company. The City Council's policy is that all Avondale residents are to be provided water and sewer service through the City's Water Resources Department. Implementation of this policy has manifested itself in the form of acquisitions of other water companies within the City limits including portions of the Litchfield Park Water and Sewer Company (LPSCO) and the water company previously serving Glen Arm Farms. The City desires to acquire all or a portion of the Rigby Water Company to serve various future developments within the City, including the Hillcrest PAD. The Owner has agreed to participate in the City's acquisition of the Rigby Water Company.

Staff has determined that encouraging the development of the property pursuant to this Agreement will result in significant planning, economic, and other public purpose benefits to the City and its residents by, among other things (i) the construction of certain public improvements, (ii) the development of the property in a manner consistent with the City's General Plan and (iii) an increase in revenues and development fees to the City arising from or relating to the development of the property.

DISCUSSION:

The proposed agreement provides certain assurances for the City and Evergreen-Hillcrest, LLC regarding financial participation and timely acquisition of all or portions of the Rigby Water Company. (See Attached Pre-annexation Agreement) The agreement specifies certain actions by the City and Evergreen-Hillcrest, LLC as summarized below:

- Annexation Process: The City shall submit the final annexation ordinance for the Annexation Land (the "Annexation Ordinance") to the Council for its consideration on the same date as the Council considers the Hillcrest PAD.

- Rezoning Process: If the Annexation Ordinance has been adopted by the Council, the City agrees to approve or disapprove the Hillcrest PAD at the same Council meeting as adoption of the Annexation Ordinance. If Council decides to continue the PAD then the Council shall reconsider the Annexation Ordinance and continue it to the same date.
- Rigby Acquisition: The City agrees to acquire all or portions of the Rigby Water Company by no later than February 1, 2008 either through negotiations or eminent domain. If the City fails to fulfill our obligation, Evergreen-Hillcrest, LLC may contract with Rigby Water Company to provide water service.
- Evergreen-Hillcrest, LLC's Share: Owner shall pay to the City $600,000 as their share the earlier of (1) five business days prior to the date of recording of the first Final Plat with respect to the Hillcrest PAD or (2) that date which is 18 months after the completion of the Rigby Acquisition.
- Evergreen-Hillcrest, LLC Reimbursement: The City shall reimbursement Evergreen-Hillcrest, LLC through water development fee credits or other means not to exceed their share only if the cost to acquire Rigby Water Company is included in said development fees. This cost is not presently included in the City's water development fees.
- Term of the Agreement: This agreement runs with the land for a period of ten (10) years.

Staff believes this agreement is fair and equitable to both parities. Evergreen-Hillcrest, LLC is provided assurances of the City's intent to purchase that portion of Rigby Water Company affecting their property and subsequently provide City water and sewer service. The city is assured that Evergreen-Hillcrest, LLC will cooperate with the acquisition through financial participation and development of infrastructure plans consistent with the City's standards.

BUDGETARY IMPACT:

The current Capital Improvement Program includes $1.5 million for the acquisition of Rigby Water Company. Evergreen-Hillcrest will contribute $600,000 toward this acquisition.

RECOMENDATION:

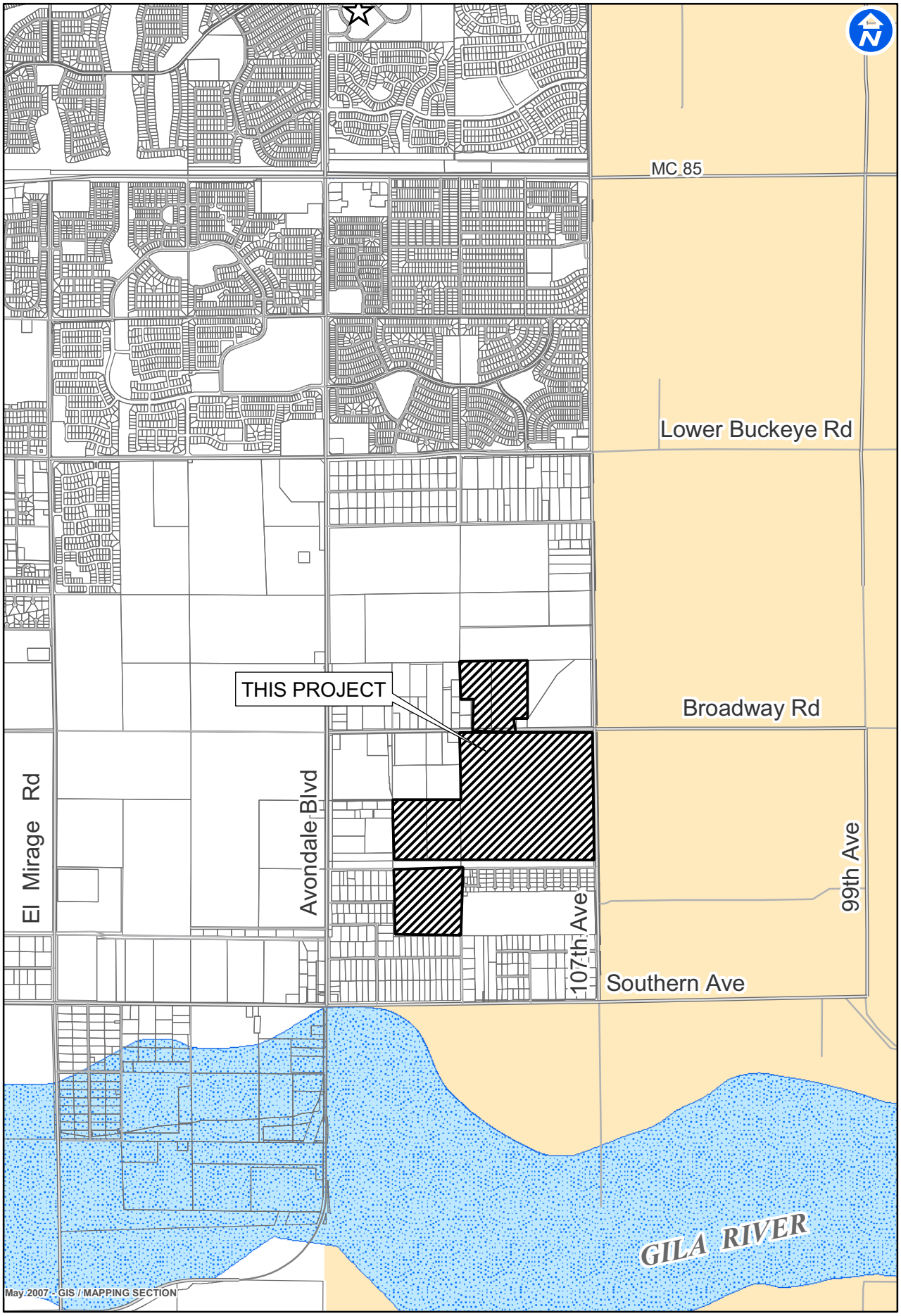
Staff recommends that the Mayor and City Council adopt a Resolution approving a Pre-Annexation Agreement with Evergreen-Hillcrest, LLC and authorize the Mayor or the City Manager and City Clerk to execute the agreement.

ATTACHMENTS:

Click to download

- Vicinity Map - Pre-Annexation Agreement with Evergreen-Hillcrest, LLC
- RES - 2701-1107

VICINITY MAP



CITY OF AVONDALE

RESOLUTION NO. 2701-1107

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF AVONDALE AND EVERGREEN-HILLCREST, LLC.

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

SECTION 1. That the Pre-Annexation Development Agreement the between the City of Avondale and the Evergreen-Hillcrest, LLC, an Arizona limited liability company, is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 5, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2701-1107

[Pre-Annexation Development Agreement]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "Agreement") is entered into _____, 2007 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and Evergreen-Hillcrest, LLC, an Arizona limited liability company (the "Owner"). The City and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the annexation and development of such property and certain development rights thereon.

B. The Owner owns approximately 249 gross acres of real property located adjacent to the City limits in Maricopa County, Arizona, legally described in Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference (the "Property"). The Owner owns approximately six gross acres of real property located adjacent to the City limits in Maricopa County, Arizona, legally described in Exhibit C, and depicted on Exhibit D, attached hereto and incorporated herein by this reference (the "Commercial Parcel"). The Property and the Commercial Parcel (together the "Annexation Land") are the subject of an application for annexation into the municipal limits of the City. The Owner owns an additional approximately 49 gross acres of real property (the "Additional Land") which is adjacent to the Property and which Additional Land is located within the municipal limits of the City. The Additional Land is legally described in Exhibit E and depicted on Exhibit F, attached and incorporated by this reference.

C. The Annexation Land is designated as Low Density Residential (1 to 2.5 du/acre), Medium Density Residential (2.5 to 4.0 du/acre) and Commercial on the City's General Plan. The Additional Land is zoned R-5 within the City. Only the Property and the Additional Land are bound by any obligations of Owner pursuant to this Agreement. Annexation of the Commercial Parcel as part of the Annexation Land is a condition precedent of Owner's obligations under this Agreement, but the Commercial Parcel shall not be bound by any of Owner's obligations under this Agreement.

D. The Owner desires to have the Annexation Land annexed by the City (the "Annexation") and to receive Council approval (the "Rezoning") for Planned Area Development ("PAD") zoning for the Annexation Land together with the Additional Land to develop the planned

community of Hillcrest, as more particularly described in the narrative for the Hillcrest PAD currently pending in the City as No. Z0612 (the "Hillcrest PAD").

E. A portion of the Property and the entire Additional Land are within the service area of the Rigby Water Company. The Commercial Parcel is not within the service area of the Rigby Water Company. The City desires to acquire all or a portion of the Rigby Water Company (the "Rigby Acquisition") for the City to serve various future developments within the City, including the Hillcrest PAD. For purposes of this Agreement, a partial acquisition of the Rigby Water Company sufficient to provide water service to the Hillcrest PAD shall also constitute the Rigby Acquisition. The City desires the Owner to participate in the City's accomplishing the Rigby Acquisition upon such terms and conditions as provided in this Agreement. The Owner desires to participate in the City's accomplishing the Rigby Acquisition upon such terms and conditions as provided in this Agreement, including, without limitation the accomplishment of both the Annexation and the Rezoning.

F. The City desires to annex the Annexation Land into the corporate limits of the City, to be developed as an integral part of the City, to provide for the orderly, controlled, and quality growth in the area, to improve and enhance the economic welfare of the residents of the City, to ensure that the Annexation Land is developed to City standards, and to increase the revenues to the City, which revenues (i) would not be generated without such annexation and development of the Annexation Land and (ii) are necessary to help offset the impact on the City's infrastructure from development on the Annexation Land.

G. The City has determined that encouraging the development of the Annexation Land pursuant to this Agreement will result in significant planning, economic, and other public purpose benefits to the City and its residents by, among other things (i) the construction of certain public improvements, (ii) the development of the Annexation Land in a manner consistent with the City's General Plan and (iii) an increase in revenues and development fees to the City arising from or relating to the development of the Annexation Land.

H. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, to facilitate the Annexation, proper municipal zoning designation, and development of the Annexation Land by providing for, among other things, conditions, terms, restrictions, and requirements for the annexation of the Annexation Land by the City and other matters related to the development of the Annexation Land and to provide a procedure to prevent the proposed Annexation from becoming effective if Owner's Hillcrest PAD application is not approved subject to conditions which are acceptable to Owner. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

ARTICLE I
ANNEXATION AND ZONING

1.1 Annexation, Rezoning, and Rescission.

A. Annexation Process. The City shall submit the final annexation ordinance for the Annexation Land (the "Annexation Ordinance") to the Council for its consideration on the same date as the Council considers the Hillcrest PAD.

B. Rezoning Process. If the Annexation Ordinance has been adopted by the Council, the City agrees to (1) approve or disapprove the Hillcrest PAD at the same Council meeting as adoption of the Annexation Ordinance, either at a regularly-scheduled or special meeting of the Council and (2) ensure that such ordinance is "available" (as defined in A.R.S. § 19-142) on the day following the date of passage. In the event that the Council determines that it is in the best interests of the City to continue the consideration of the Hillcrest PAD to a date following the date of its approval of the Annexation Ordinance, then the Council shall reconsider the Annexation Ordinance and shall continue it to the same date as the continued consideration of the Hillcrest PAD.

1. Initial Zoning. As part of the approval of the final Annexation Ordinance annexing the Annexation Land into the corporate limits of the City, the Parties agree that as part of the Annexation Ordinance, the City is mandated to designate the Annexation Land as AG under the City's zoning ordinance.

2. Concurrent Rezoning. The City shall process for the Council's consideration an application to rezone the Annexation Land together with the Additional Land as proposed in the Hillcrest PAD and that shall be presented to the Council at the same Council hearing as the City's Annexation Ordinance. The City agrees to hear the Hillcrest PAD application immediately after and at the same Council meeting as the Council hears and considers the Annexation Ordinance.

C. Rescission of Annexation Ordinance and Rezoning. If the Rezoning pursuant to the Hillcrest PAD is not approved at the same Council meeting as adoption of the Annexation Ordinance, the Council shall (by Motion for Reconsideration or other appropriate means) repeal the Annexation Ordinance prior to expiration of the 20-day period following the Council's adoption of the Annexation Ordinance and before annexation of the Property is final and effective under applicable law, even if the Council must hold a special meeting to do so. The Annexation Ordinance shall contain provisions (1) requiring repeal of the Annexation Ordinance by the City if (a) any person, other than a Party, files a verified petition with the City challenging the validity of the Annexation, (b) the City does not approve the Rezoning pursuant to the Hillcrest PAD, subject only to those conditions on development acceptable to the Owner, which acceptance shall not be unreasonably withheld, conditioned, or delayed, at the same Council hearing as adoption of the Annexation Ordinance, (c) any person, other than a Party, files a verified petition with the City challenging the Annexation of the Property or the Rezoning for the Property together with the Additional Land or (d) any person, other than a Party, files a verified petition with the City challenging the validity of this Agreement, and (2) causing the

automatic repeal of the Annexation Ordinance in the event that the Council fails to repeal the Annexation Ordinance as set forth above. The Parties agree that nothing in this Agreement shall affect the City's ability to approve or deny the proposed Annexation, or the Rezoning, or to impose conditions on development of the Property and the Additional Land.

1.2 Rigby Acquisition Participation. Through a negotiated purchase, eminent domain, or by other means, the City intends to accomplish the Rigby Acquisition. The "Rigby Purchase Price" shall refer to the purchase price to be paid to the Rigby Water Company or its owners for the Rigby Acquisition. The Parties' financial participation in the Rigby Purchase Price for the Rigby Acquisition shall be as follows:

A. Timing of Acquisition. The City shall (1) complete the Rigby Acquisition by a negotiated purchase no later than December 31, 2008, or (2) by February 1, 2009, have initiated court proceedings to obtain the Rigby Water Company by eminent domain or other means, and shall diligently pursue such proceedings to conclusion. In the event that the City has either timely completed the Rigby Acquisition or timely initiated court proceedings as provided in this subsection 1.2(A), then Owner shall design the water system serving the Hillcrest PAD according to the City's design standards and in a manner that will facilitate connection to the City's water system. In the event that the City has neither timely completed the Rigby Acquisition nor timely initiated and diligently pursued to completion, court proceedings as provided in this subsection 1.2(A), then Owner may contract directly with the Rigby Water Company to provide water service with respect to the Hillcrest PAD and Owner shall not be required to pay the Owner Pro Rata Share (defined in subsection 1.2(C) below). Diligent pursuit of court proceedings shall include either (i) obtaining an order of immediate possession within 120 days of initiation of any court proceeding, or (ii) completion of the acquisition by eminent domain proceedings by May 31, 2009.

B. Timing of Owner Pro Rata Share. Completion of the Rigby Acquisition is anticipated to occur prior in time to the event triggering the payment of the Owner Pro Rata Share (defined below). Accordingly, this Agreement contemplates that the City will initially provide all of the funds necessary to complete the Rigby Acquisition, whether from available City accounts, negotiated terms (i.e. seller carryback financing) with the Rigby Water Company, or other means. Subject to the City completing the Rigby Acquisition as set forth in subsection 1.2(A) above, Owner shall pay to the City the Owner Pro Rata Share, but shall not be required to make such payment until the earlier of (1) five business days prior to the date of recording of the first Final Plat with respect to the Hillcrest PAD or (2) that date which is 18 months after the completion of the Rigby Acquisition.

C. Owner Pro Rata Share. The "Owner Pro Rata Share" shall be $600,000.00.

D. Conditions of Owner Pro Rata Share. In addition to the timing condition stated above in subsection 1.2(A), Owner's obligation to pay the Owner Pro Rata Share is further conditioned as stated in this subsection 1.2(D). Payment of the Owner Pro Rata Share is contingent upon the final, non-appealable approval and effectiveness of the ordinances with respect to both the Annexation and the Rezoning.

E. Owner Reimbursement. Subject to the mutual approval of the City and Owner, the Owner Pro Rata Share may be reimbursed to Owner in whole or in part through water facilities development fee credits (as provided below). In no event shall the reimbursement through development fee credits (or other means) exceed the amount of the Owner Pro Rata Share. The City shall provide such assignments of credits or other appropriate documentation as needed to ensure that Owner may obtain the reimbursement of the Owner Pro Rata Share as provided by this Agreement.

1.3 Development Fee Credits. In the event that the City includes the Rigby Acquisition in establishing or adjusting any Development Fee, then the Owner may elect to apply for and receive credits for payment of the Owner Pro Rata Share against any or all of such applicable Development Fees. In no event may the credits in each category of Development Fees exceed the Development Fee paid or to be paid by development on the Property.

1.4 Vested Rights. Upon adoption of the Rezoning pursuant to the Hillcrest PAD, the Owner, its successors and assigns, shall have a vested right to develop and use the Annexation Land together with the Additional Land in accordance with this Agreement and the approved PAD rezoning. The determinations of the City in this Agreement and the assurances provided to Owner in this Agreement are provided pursuant to and as contemplated by A.R.S. § 9-500.05 and other applicable law.

1.5 Term And Effective Date. This Agreement shall become effective upon the Effective Date and the Owner, its successors and assigns, shall have the right to implement development on the Annexation Land and the Additional Land in accordance with this Agreement for a period of ten years from the Effective Date, after which time this Agreement shall automatically terminate as to the Annexation Land without the necessity of any notice, agreement, or recording by or between the Parties (the "Term").

1.6 Rights Run with the Land. The rights established under this Agreement are attached to and run with the Property and the Additional Land. This Agreement shall not be construed to impose any obligation or encumbrance upon the Commercial Parcel. The Owner and its successors are entitled to exercise the rights granted pursuant to this Agreement and the PAD Rezoning. This Agreement shall be interpreted and construed so as to preserve any vested rights respecting the Owner and/or the Property existing under this Agreement, the PAD Rezoning, and applicable law. Within ten days after any assignment hereunder, Owner shall provide written notice of the assignment to the City, which notice shall include the name and address of the assignee. Upon the Owner obtaining and delivering to the City its successor's written acknowledgment and acceptance of this Agreement and agreement to comply with the obligations contained in this Agreement, the Owner shall be relieved of its obligations hereunder and the City shall look only to the Owner's successor for performance of the Owner's duties herein. The Owner shall only be liable for performance of the Owner's obligations under this Agreement during the period the Owner owns a portion of the Property and the Additional Land.

ARTICLE II
REPRESENTATIVES

To further the cooperation of the Parties in implementing this Agreement, the City and the Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "City Representative") shall be the City Manager, or designee, and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "Owner Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 City Representations. The City represents and warrants to the Owner that:

A. Authority. The City has the full right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and the City's execution, delivery and performance of this Agreement have been agreed to and duly authorized.

B. Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

C. Further Documents. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. No Litigation. As of the date of this Agreement, to the actual knowledge of the City, without investigation, there is no litigation, proceeding, or investigation pending or threatened against or affecting the City that could have a material adverse effect on the City's performance under this Agreement, which has not been disclosed in writing to the Owner.

E. Binding Effect. This Agreement (and each undertaking of the City contained herein) constitutes a valid, binding, and enforceable obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The City will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the City as a party or which challenges the authority of the City to enter into or perform any of its obligations hereunder. The severability and reformation provisions of Section 5.9 below shall apply in the event of any successful challenge to this Agreement.

F. Counsel Assistance. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

3.2 Owner Representations. The Owner represents and warrants to the City that:

A. Authority. The Owner has the full right, power, and authorization to enter into and perform this Agreement and each of Owner's obligations and undertakings under this Agreement, and the Owner's execution, delivery, and performance of this Agreement have been agreed to and duly authorized.

B. Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.

C. Further Documents. The Owner will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

D. No Litigation. As of the date of this Agreement, to the actual knowledge of the Owner, without investigation, there is no litigation, proceeding, or investigation pending or threatened against or affecting the Owner, which could have a material adverse effect on the Owner's performance under this Agreement, which has not been disclosed in writing to the City.

E. Binding Effect. This Agreement (and each undertaking of the Owner contained herein) constitutes a valid, binding, and enforceable obligation of the Owner, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Owner will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the Owner as a party or which challenges the authority of the Owner to enter into or perform any of its obligations hereunder. The severability and reformation provisions of Section 5.9 below shall apply in the event of any successful challenge to this Agreement.

F. No Conflicts. The execution, delivery, and performance of this Agreement by the Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Owner is a party or to which the Owner is otherwise subject.

G. Counsel Assistance. The Owner has been assisted by counsel in connection with the preparation and execution of this Agreement.

ARTICLE IV
DEFAULT; REMEDIES; TERMINATION

4.1 Default. Failure or unreasonable delay by the Owner or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply

with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within said 45-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages.

4.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Owner and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and the Owner shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the City and the Owner. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate litigation. This Section 4.2 shall not apply to any legal rights of the Owner that must be exercised within a certain number of days that is less than 45.

4.3 No Personal Liability.

A. City to Owner. No member, official, employee, or agent of the City shall be personally liable to the Owner, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. Owner to City. No member, official, employee, or agent of the Owner shall be personally liable to the City (1) in the event of any default or breach by the Owner, (2) for any amount that may become due to the City or (3) pursuant to any obligation of the Owner under the terms of this Agreement.

ARTICLE V
GENERAL PROVISIONS

5.1 Cooperation. The City and the Owner hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

5.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

5.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

5.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) 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: 623-333-0100
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 Owner: Evergreen Communities LLC
2390 East Camelback Road, Suite 410
Phoenix, Arizona 85016
Facsimile: 602-808-9100
Attn: Brett Heron

With a copy to: Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014
Facsimile: 602-234-0341
Attn: Ed Bull

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

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

5.5 Estoppel Certificate. Either Party may request of the other Party, and the requested Party shall, within 21 calendar days, respond and certify by written instrument of the requesting Party that (A) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (B) the existence of a default and the scope and nature of the default, (C) the existence of any counterclaims which the requested Party has against the other Party and (D) any other matters that may reasonably be requested in connection with the development of land, development of the Annexation Land or any material aspect of the zoning, plat or other approval.

5.6 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

5.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

5.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

5.9 Limited Severability. The City and the Owner each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

5.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

5.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

5.12 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

5.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

5.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

5.15 Termination Upon Lot Sale. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with the Commercial Parcel at all, nor running with any individual lots into which the Property and the Additional Land may be subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to the Commercial Parcel or to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the Parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a home has been completely constructed that is contained in a recorded subdivision plat that has been approved by the City.

5.16 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.17 City Services. City shall provide all City services to the Property and the Additional Land to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

5.18 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

5.19 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

5.20 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

5.21 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Parties hereto. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Maricopa County Recorder's Office.

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

"**Owner**"

EVERGREEN-HILLCREST LLC, an Arizona limited liability company

By: Evergreen Communities, LLC, an Arizona limited liability company, its Manager

By:_____
Brett Heron, its Manager

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

CONSENTED TO and APPROVED BY:

COMERICA BANK

By: _____
Stephen Leskovsky
Its: Assistant Vice President-Western Market

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me _____, 2007, by Brett Heron, who acknowledged that he signed the foregoing instrument as manager on behalf of the EVERGREEN COMMUNITIES, LLC, in its capacity as manager of Evergreen-Hillcrest LLC.

_____
Notary Public

My commission expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me _____, 2007, by Marie Lopez Rogers, Mayor of the CITY OF AVONDALE, who acknowledged that she signed the foregoing instrument on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My commission expires:

_____

EXHIBIT A
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Property Legal Description]

See following pages.

Entellus™
2255 N. 44th Street Suite 125
Phoenix. AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

EXHIBIT "A"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 10-29-2007
ARIZONA, U.S.A.

PROPERTY

Those portions of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The Northeast Quarter of the Southwest Quarter of said Section 30.

The Southeast Quarter of the Northwest Quarter of said Section 30;

EXCEPT the South 150.00 feet thereof.

The Northeast Quarter of said Section 30;

EXCEPT the South 150.00 feet of said Northeast Quarter;

And also EXCEPT that portion described as follows:

BEGINNING at the brass cap found in hand hole at the Northeast Corner of said Section, from which a brass cap found flush at the East Quarter Corner of said Section bears South 00 degrees 55 minutes 36 seconds East a distance of 2655.68 feet;

Thence along the East line of said Section, South 00 degree 55 minutes 36 seconds East a distance of 445.01 feet to a point on a line parallel with and 445.00 feet distant from the North line of said Section;

Thence along said parallel line, South 89 degrees 26 minutes 04 seconds West a distance of 777.38 feet to a point;

Thence North 00 degrees 34 minutes 03 seconds West a distance of 445.00 feet to a point on the North line of said Section;

Thence along said North line, North 89 degrees 26 minutes 04 seconds East a distance of 774.59 feet to the POINT OF BEGINNING.

Containing an area of 9,420,108 SQUARE FEET or 216.256 ACRES, more or less.

See Exhibit "B"

Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

Entellus™
2255 N. 44th Street Suite 125
Phoenix, AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

EXHIBIT "A"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 10-29-2007
ARIZONA, U.S.A.

PROPERTY

That portion of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

The Southwest Quarter of the Southeast Quarter of said Section;

EXCEPT the South 208.70 feet of the East 208.70 feet of said Southwest Quarter of the Southeast Quarter;

And also EXCEPT the following described parcel:

BEGINNING at the Maricopa County Engineering Department brass cap found in a hand hole at the South Quarter Corner of said Section, from which the Maricopa County Engineering Department brass cap found in a hand hole at the Southeast Corner of said Section bears North 89 degrees 26 minutes 04 seconds East a distance of 2599.39 feet as shown on "Record of PLSS Subdivision" as found in Book 686 of Maps, Page 43 of the Maricopa County Recorder;

Thence along the West line of said Southeast Quarter, North 00 degrees 13 minutes 06 seconds East a distance of 567.174 feet to a rebar found with cap (RLS 28739) at the Northwest Corner of property as shown on survey recorded in Book 885 of Maps, Page 23 of the Maricopa County Recorder;

Thence along the North line of said property, North 89 degrees 11 minutes 07 seconds East a distance of 230.00 feet to a rebar found with cap (RLS 15336) at the Northeast Corner of said property;

Thence South 00 degrees 13 minutes 00 seconds West a distance of 568.174 feet to a point on the South line of said Southeast Quarter;

Thence along said South line, South 89 degrees 26 minutes 04 seconds West a distance of 230.00 feet to the POINT OF BEGINNING.

Containing an area of 1,535,304 SQUARE FEET or 35.246 ACRES, more or less.

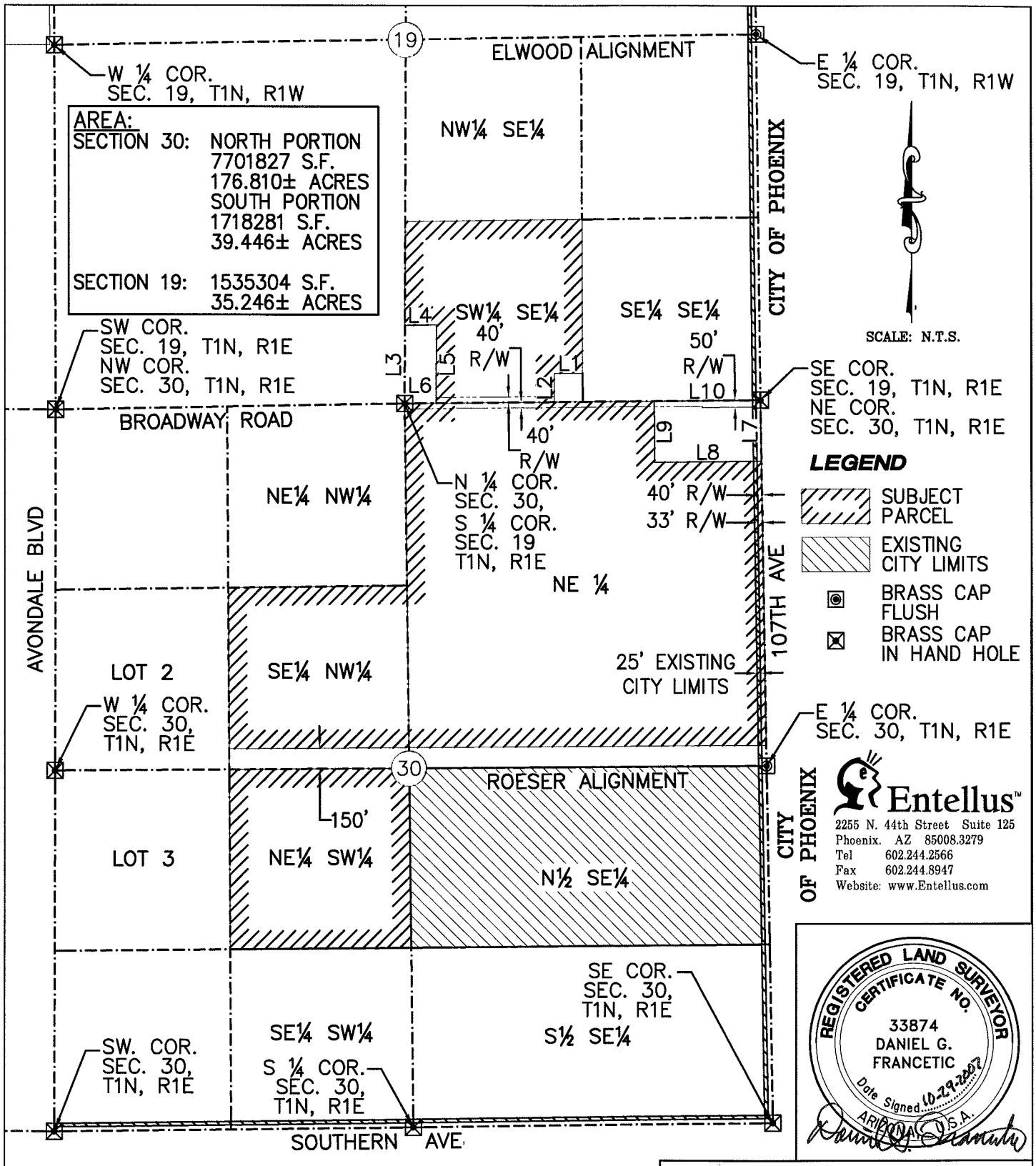
See Exhibit "B"

Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

EXHIBIT B
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Map of Property]

See following pages.



Entellus™
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Tel 602.244.2566
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Website: www.Entellus.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 10-29-2007
ARIZONA, U.S.A.

LINE	BEARING	DISTANCE
L1	S 89°26'04" W	208.70'
L2	N 00°12'17" W	208.70'
L3	N 00°13'06" E	567.17'
L4	N 89°11'07" E	230.00'
L5	S 00°13'00" W	568.17'
L6	S 89°26'04" W	230.00'

LINE	BEARING	DISTANCE
L7	S00°55'36"E	445.01'
L8	S89°26'04"W	777.38'
L9	N00°34'03"W	445.00'
L10	N89°26'04"E	774.59'

EXHIBIT "B"

SECTIONS 19 & 30

T1N, R1E, G. & S.R.B. & M.

PROPERTY DEPICTION

DATE: 6/29/07	REV'D: 10/29/07	
DRAWN BY: DG	CHK'D: DF	PG: 3 OF 3
FILE: P\SS\APROJ\435011 PH3 HILLCREST		

EXHIBIT C
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Legal Description of Commercial Parcel]

See following pages.

Exhibit "C"

Commercial Parcel

That portion of the Northeast quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a found brass cap in hand hole accepted as the northeast corner of said section from which a found brass cap flush accepted as the east quarter corner thereof bears South 01 degrees 08 minutes 51 seconds East, a distance of 2655.67 feet;

Thence along the east line of said northeast quarter, South 01 degrees 08 minutes 51 seconds East a distance of 445.01 feet;

Thence leaving said east line, South 89 degrees 12 minutes 39 seconds West a distance of 777.38 feet;

Thence North 00 degrees 47 minutes 21 seconds West a distance of 445.00 feet to the north line of said northeast quarter;

Thence along said north line, North 89 degrees 12 minutes 39 seconds East a distance of 774.59 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 345,314 square feet (7.9273 acres), more or less.

This description shown hereon is not to be used to violate subdivision regulation of the state, county and/or municipality or any other land division restrictions.

Prepared by: CMX, LLC
7740 N. 16th Street, Suite 100
Phoenix, Arizona 85020
Project No. 6976.S001
Date: August 17, 2007

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 8/17/07
ARIZONA, U.S.A.

EXHIBIT D
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Map of Commercial Parcel

See following pages.

Exhibit "D"
Commercial Parcel Depiction

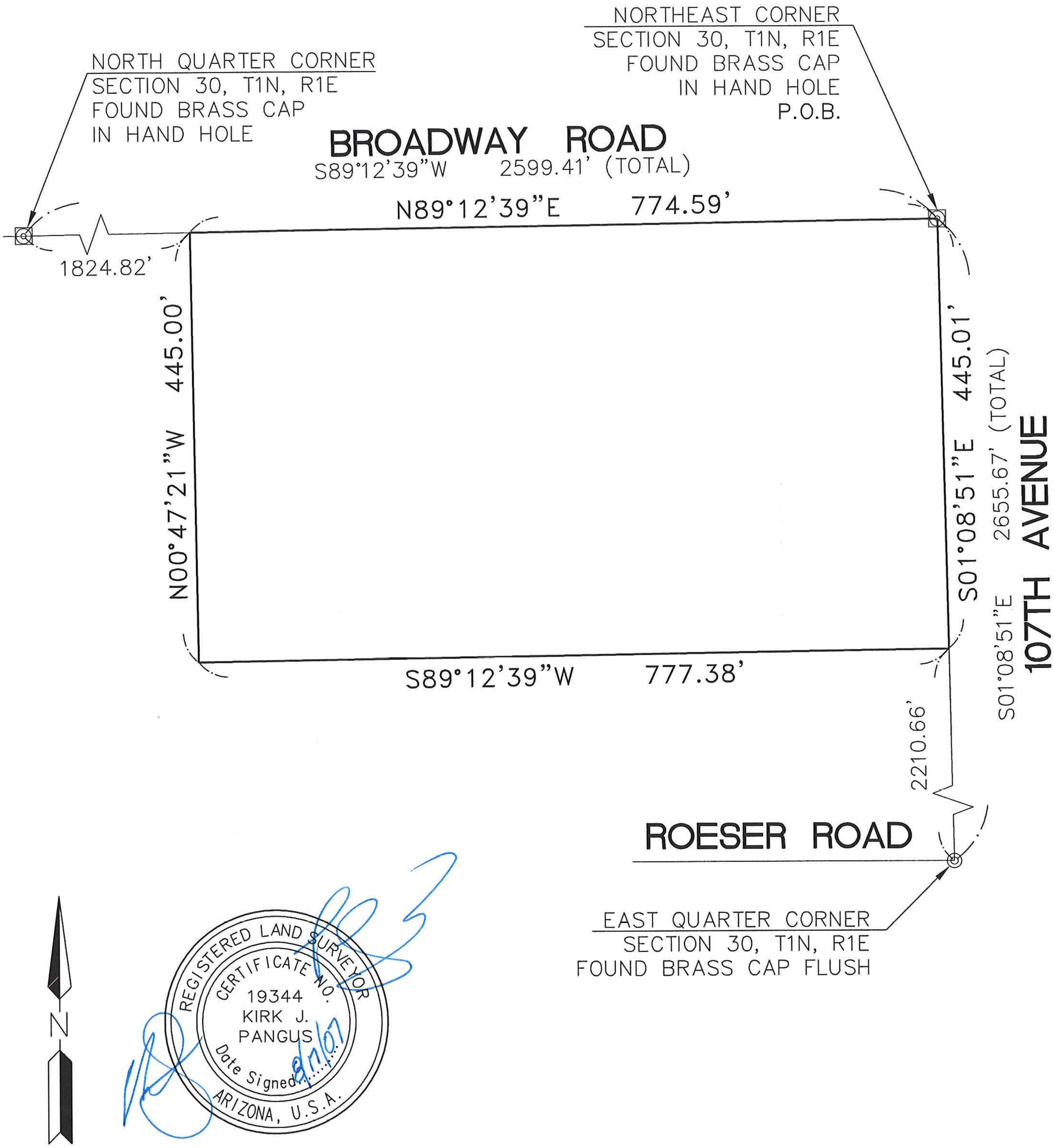


EXHIBIT E
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Legal Description of Additional Land]

See following pages.

Exhibit "E"

Additional Land

That portion of the Southeast quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said section from which a brass cap in hand hole accepted as the southeast corner thereof bears South 01 degrees 12 minutes 04 seconds East a distance of 2595.25 feet;

Thence South 01 degrees 12 minutes 04 seconds East, along the east line of said Southeast quarter, a distance of 460.02 feet to the **POINT OF BEGINNING**;

Thence South 89 degrees 21 minutes 06 seconds West, a distance of 33.00 feet to the west line of the east 33.00 feet of said Southeast quarter;

Thence along said west line, South 01 degrees 12 minutes 04 seconds East, a distance of 837.69 feet to the south line of the north half of said Southeast quarter;

Thence leaving said west line and along said south line, South 89 degrees 12 minutes 14 seconds West, a distance of 2582.24 feet to the west line of said Southeast quarter;

Thence along said west line, North 00 degrees 56 minutes 08 seconds West, a distance of 761.33 feet;

Thence North 89 degrees 21 minutes 06 seconds East a distance of 107.95 feet;

Thence North 00 degrees 39 minutes 10 seconds West a distance of 83.00 feet;

Thence North 89 degrees 21 minutes 06 seconds East a distance of 2470.02 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2,161,037 Sq. Ft. (49.6106 acres) more or less.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, Arizona 85020
Project No. 6966
August 4, 2006

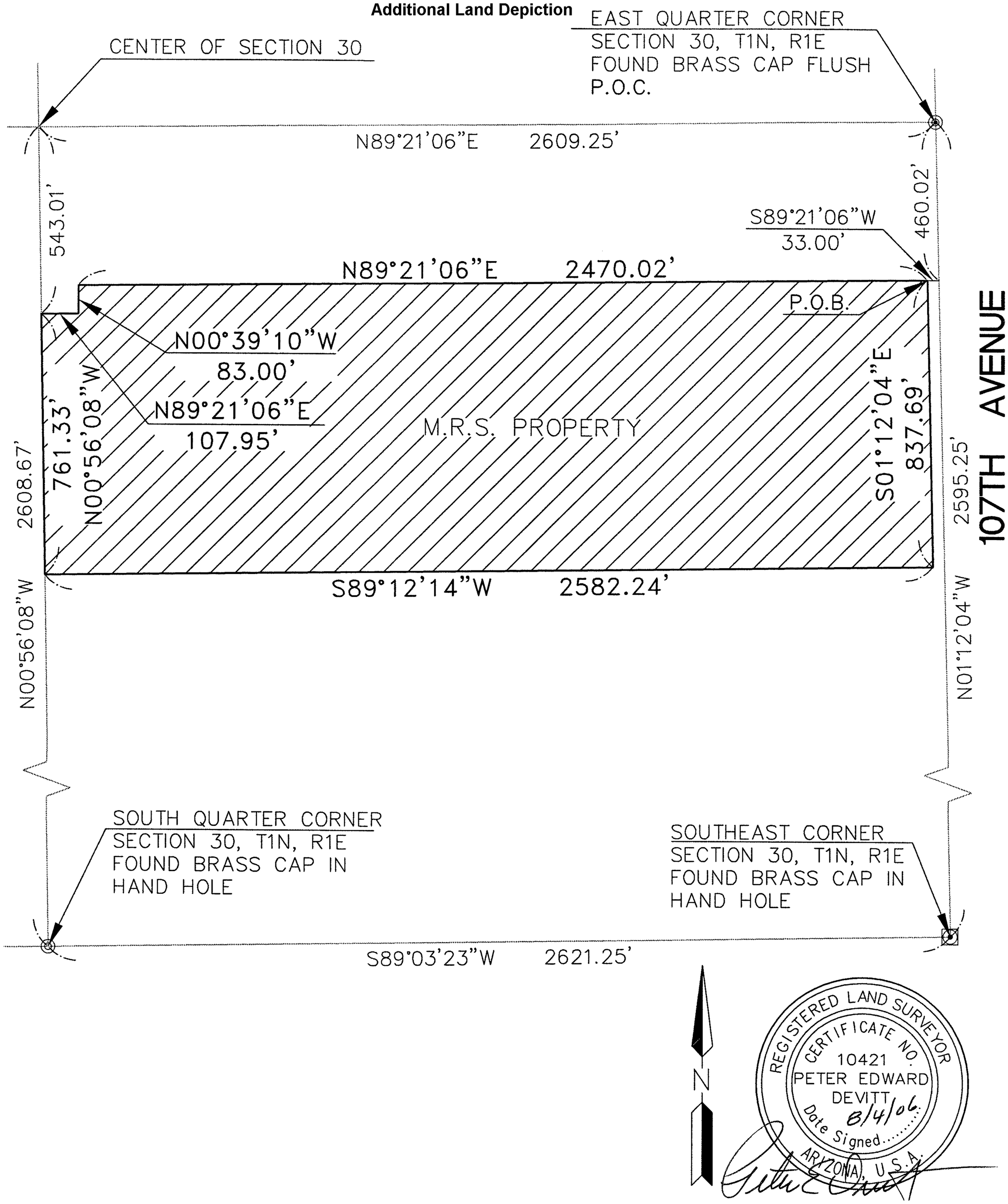
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/4/06
ARIZONA, U.S.A.

EXHIBIT F
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT

[Map of Additional Land]

See following pages.

Exhibit "F"
Additional Land Depiction



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1274-1107- Hillcrest Annexation

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Linda Farris, City Clerk (623)333-1211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council consider an ordinance authorizing the annexation of 269.4 acres of land generally located at the southwest corner of 107th Avenue and Broadway Road.

BACKGROUND:

On August 11, 2006, staff received a request from Matt Butcher of Evergreen Communities, LLC for the annexation of Parcel Numbers 101-24-009A, 101-24-007, 101-42-001C, 10-42-006D, 101-42-006C, 101-42-006B, 101-42-001D and 101-43-001; 269.4 acres of land generally located at the southwest corner of 107th Avenue and Broadway Road.

City Council authorized staff to proceed with the annexation process on July 2, 2007 and held a Public Hearing on September 4, 2007. No comments were received.

The property is contiguous to existing city limits on three sides, is currently zoned Rural -43 by Maricopa County and will be designated AG (Agriculture) upon annexation. Concurrent to this annexation, staff is processing an application to rezone this property to PAD (Planned Area Development) for the development of the Hillcrest Development, a master planned community. The annexation will reduce a county island.

RECOMENDATION:

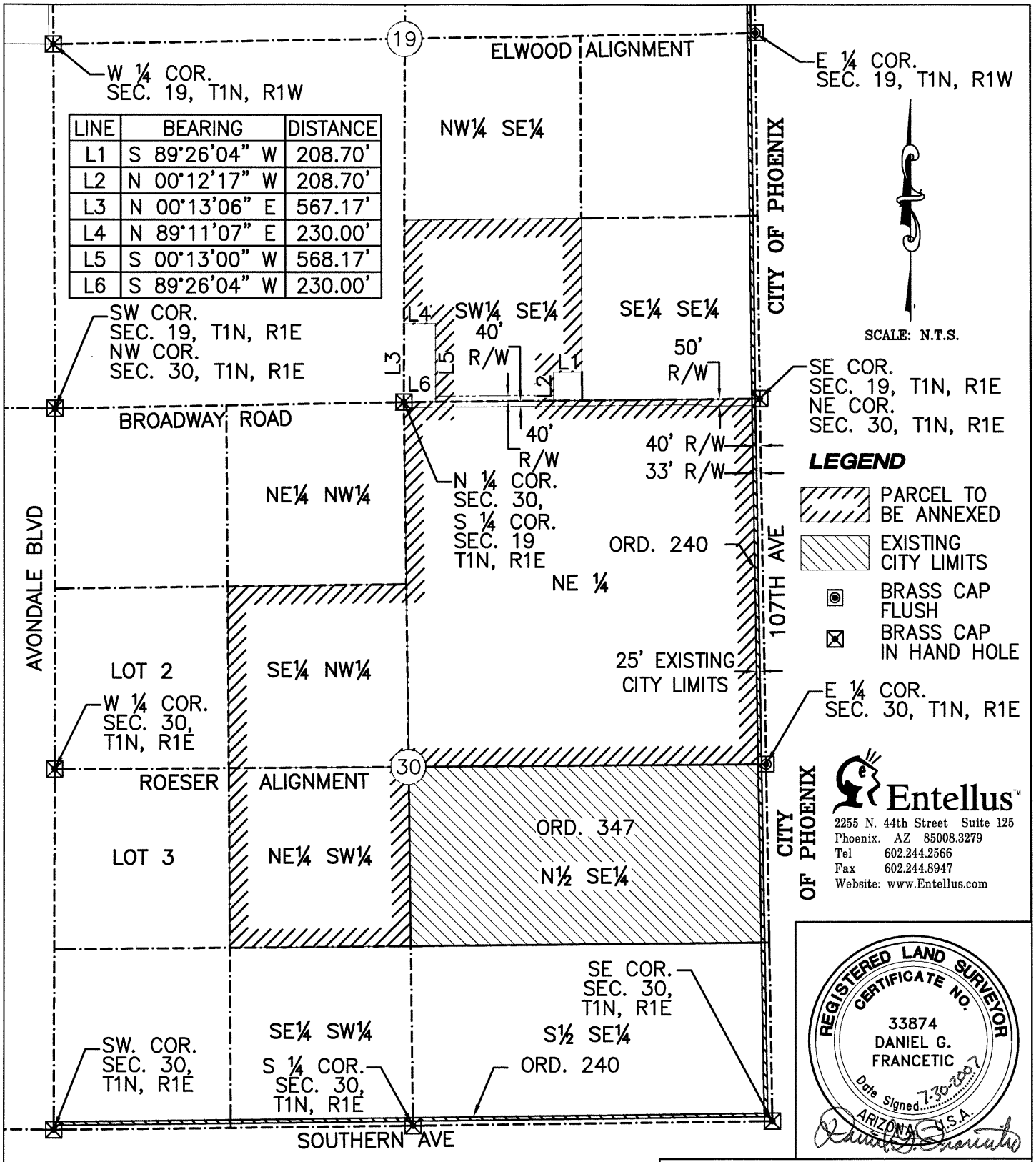
Staff is recommending that the City Council adopt an ordinance annexing 269.4 acres of land generally located at the southwest corner of 107th Avenue and Broadway Road.

Project Manager: Carmen Martinez, Deputy City Clerk 333-1214

ATTACHMENTS:

Click to download

- Map and legal description
- ORD - 1274-1107



LINE	BEARING	DISTANCE
L1	S 89°26'04" W	208.70'
L2	N 00°12'17" W	208.70'
L3	N 00°13'06" E	567.17'
L4	N 89°11'07" E	230.00'
L5	S 00°13'00" W	568.17'
L6	S 89°26'04" W	230.00'

HILLCREST ANNEXATION
CITY OF AVONDALE, ARIZONA
WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO.

MAYOR _____. DATE _____.

CLERK _____. DATE _____.

CITY OF AVONDALE, ARIZONA

SECTIONS 19 & 30

T1N, R1E, G. & S.R.B. & M.

ANNEXATION EXHIBIT

DATE: 6/20/07	REV'D: __/__/__	
DRAWN BY: DG	CHK'D: DF	PG: 1 OF 1
FILE: P\SS\APROJ\435011 PH3 HILLCREST		

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

Those portions of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The Southeast Quarter of the Northwest Quarter of said Section 30.

The Northeast Quarter of the Southwest Quarter of said Section 30.

The Northeast Quarter of said Section 30;

EXCEPT the East 58.00 feet of said Northeast Quarter.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 7-30-2007
ARIZONA U.S.A.

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

That portion of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

The Southwest Quarter of the Southeast Quarter of said Section;

EXCEPT the South 208.70 feet of the East 208.70 feet of said Southwest Quarter of the Southeast Quarter;

And also EXCEPT the following described parcel:

> BEGINNING at the Maricopa County Engineering Department brass cap found in a hand hole at the South Quarter Corner of said Section, from which the Maricopa County Engineering Department brass cap found in a hand hole at the Southeast Corner of said Section bears North 89 degrees 26 minutes 04 seconds East a distance of 2599.39 feet as shown on "Record of PLSS Subdivision" as found in Book 686 of Maps, Page 43 of the Maricopa County Recorder;
>
> Thence along the West line of said Southeast Quarter, North 00 degrees 13 minutes 06 seconds East a distance of 567.174 feet to a rebar found with cap (RLS 28739) at the Northwest Corner of property as shown on survey recorded in Book 885 of Maps, Page 23 of the Maricopa County Recorder;
>
> Thence along the North line of said property, North 89 degrees 11 minutes 07 seconds East a distance of 230.00 feet to a rebar found with cap (RLS 15336) at the Northeast Corner of said property;
>
> Thence South 00 degrees 13 minutes 00 seconds West a distance of 568.174 feet to a point on the South line of said Southeast Quarter;
>
> Thence along said South line, South 89 degrees 26 minutes 04 seconds West a distance of 230.00 feet to the POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 7-30-2007
ARIZONA, U.S.A.

ORDINANCE NO. 1274-1107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

WHEREAS, a petition in writing, accompanied by a map of said real property, having been filed and presented to the Council of the City of Avondale (the "City Council"), signed by the owners of more than one-half in value of the real and personal property and more than one half of the persons owning real and personal property as would be subject to taxation by the City of Avondale (the "City") in the event of annexation within the territory and land hereinafter described (the "Annexation Area") as shown by the last assessment of said property, which said territory is contiguous to the City, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed into the City, and to extend and increase the corporate limits of the City so as to embrace the same; and

WHEREAS, the City Council desires to comply with said petition and extend and increase the corporate limits of the City to include the Annexation Area; and

WHEREAS, said petition sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and had attached thereto at all times an accurate map of the Annexation Area; and

WHEREAS, no alterations increasing or reducing the Annexation Area have been made after the said petition has been signed by any owner of real and personal property in such territory; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-471(L), a city shall adopt a zoning classification for the annexation area that permits densities and uses no greater than that permitted by the county immediately before the annexation; and

WHEREAS, the Annexation Area is currently zoned by Maricopa County as Rural 43, and the City's Agricultural (AG) zoning classification does not permit densities and uses greater than permitted by Maricopa County's Rural 43 zoning classification; and

WHEREAS, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

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

SECTION 1. That the Annexation Area, as more fully described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby annexed to the City and that the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 2. That the land-use classification for the Annexation Area is hereby designated as Agricultural (AG) under the City of Avondale Zoning Ordinance.

SECTION 3. That the City Clerk is hereby authorized and directed to file with the Maricopa County Recorder's Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 5, 2007.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE 1274-1107

[Legal description and map of Annexation Area]

See following pages.

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

Those portions of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The Southeast Quarter of the Northwest Quarter of said Section 30.

The Northeast Quarter of the Southwest Quarter of said Section 30.

The Northeast Quarter of said Section 30;

EXCEPT the East 58.00 feet of said Northeast Quarter.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 7-30-2007
ARIZONA U.S.A.

CITY OF AVONDALE
DESCRIPTION FOR ANNEXATION

That portion of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

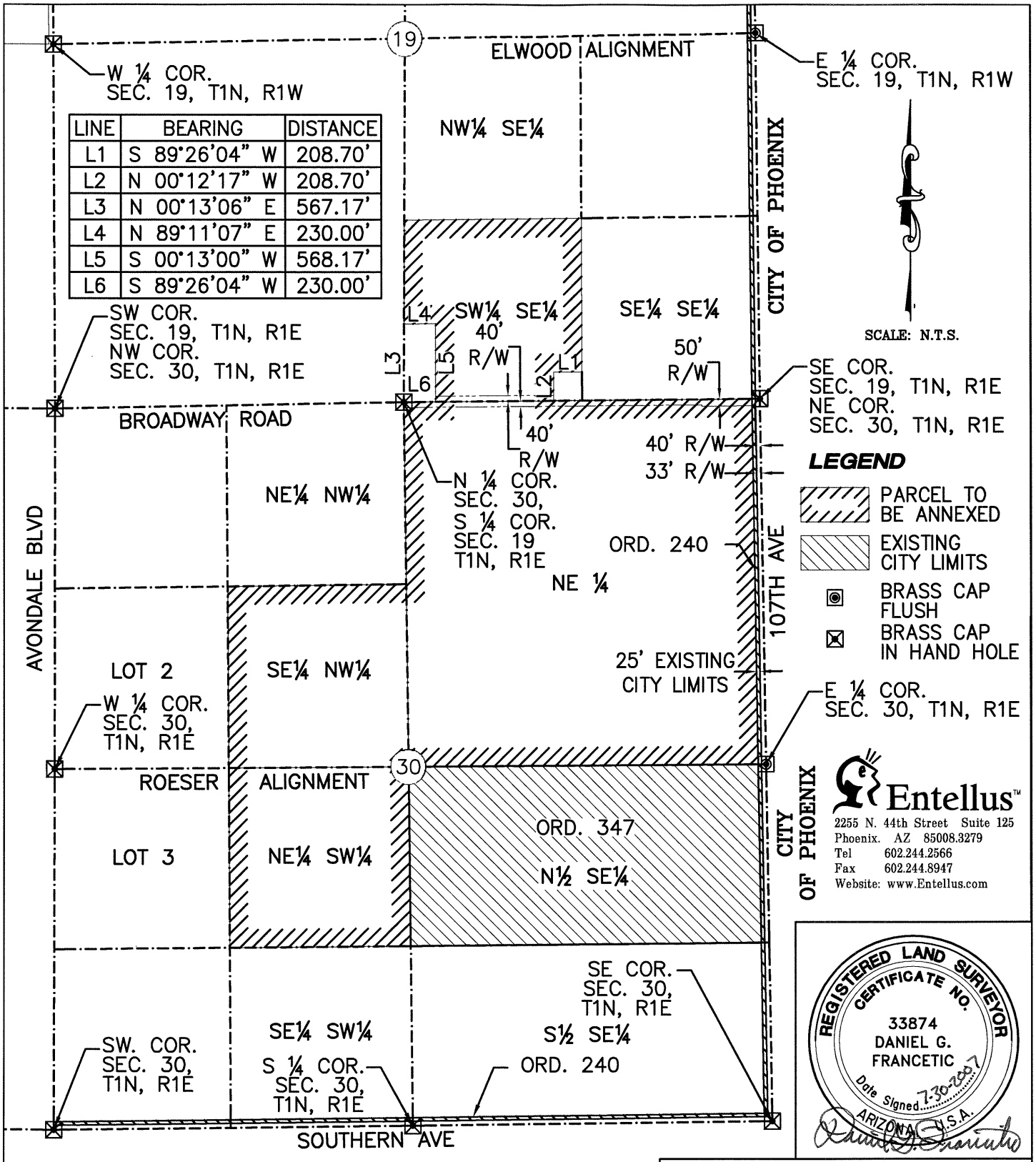
The Southwest Quarter of the Southeast Quarter of said Section;

EXCEPT the South 208.70 feet of the East 208.70 feet of said Southwest Quarter of the Southeast Quarter;

And also EXCEPT the following described parcel:

> BEGINNING at the Maricopa County Engineering Department brass cap found in a hand hole at the South Quarter Corner of said Section, from which the Maricopa County Engineering Department brass cap found in a hand hole at the Southeast Corner of said Section bears North 89 degrees 26 minutes 04 seconds East a distance of 2599.39 feet as shown on "Record of PLSS Subdivision" as found in Book 686 of Maps, Page 43 of the Maricopa County Recorder;
>
> Thence along the West line of said Southeast Quarter, North 00 degrees 13 minutes 06 seconds East a distance of 567.174 feet to a rebar found with cap (RLS 28739) at the Northwest Corner of property as shown on survey recorded in Book 885 of Maps, Page 23 of the Maricopa County Recorder;
>
> Thence along the North line of said property, North 89 degrees 11 minutes 07 seconds East a distance of 230.00 feet to a rebar found with cap (RLS 15336) at the Northeast Corner of said property;
>
> Thence South 00 degrees 13 minutes 00 seconds West a distance of 568.174 feet to a point on the South line of said Southeast Quarter;
>
> Thence along said South line, South 89 degrees 26 minutes 04 seconds West a distance of 230.00 feet to the POINT OF BEGINNING.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 7-30-2007
ARIZONA, U.S.A.



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L2	N 00°12'17" W	208.70'
L3	N 00°13'06" E	567.17'
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HILLCREST ANNEXATION
CITY OF AVONDALE, ARIZONA
WE HEREBY CERTIFY THAT THIS IS AN ACCURATE PLAT OF TERRITORY ANNEXED TO THE CITY OF AVONDALE, ARIZONA BY ORDINANCE NO.

MAYOR _____. DATE _____.

CLERK _____. DATE _____.

CITY OF AVONDALE, ARIZONA

SECTIONS 19 & 30

T1N, R1E, G. & S.R.B. & M.

ANNEXATION EXHIBIT

DATE: 6/20/07	REV'D: __/__/__	
DRAWN BY: DG	CHK'D: DF	PG: 1 OF 1
FILE: P\SS\APROJ\435011 PH3 HILLCREST		

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1275-1107 - Z-06-12
Hillcrest rezoning

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4011

THROUGH: Charlie McClendon, City Manager

REQUEST: Rezoning from AG (Agricultural) and R-5 (Mobile Home Park) to PAD (Planned Area Development)

PARCEL SIZE: Approximately 300 acres

LOCATION: Southwest corner of 107th Avenue and Broadway Road

APPLICANT: Matt Butcher, Evergreen Communities LLC

OWNER: Evergreen Communities LLC

BACKGROUND:

The southeastern portion of the site was annexed in 1984 and is currently zoned R-5. The remainder is currently unincorporated. Upon annexation, this part of the property will be zoned AG.

The City Council held a public hearing for this request on October 15, 2007. At that hearing, the Council voted to table this item to the November 5, 2007 City Council meeting in order to allow staff and the applicant sufficient time to finalize a pre-annexation agreement.

SUMMARY OF REQUEST:

The applicant has proposed a master planned community which includes five different lot sizes, a 16 acre elementary school site, a community park, and a neighborhood commercial shopping center. The site is currently vacant agricultural land. The property is relatively flat throughout.

The residential portion of the PAD is proposed to include four different lot sizes for traditional detached single family development, as well as a Z-lot style "two-pack" district surrounding the commercial area.

PARTICIPATION:

The applicant invited 240 property owners and other interested parties to a neighborhood meeting held on July 31, 2007 to discuss the proposal. Ten property owners and interested parties attended the meeting. Items discussed included: the effect of the annexation and development on surrounding properties; if the project will include the improvement of Roeser Road; and how the proposed lots on the southern portion of the site will be affected by the floodplain (Exhibit E).

The Planning Division has received no letters opposing the proposed rezoning directly from property owners. The applicant has provided 57 signed statements of support from neighboring residents and property owners (Exhibit G).

A notice for the Planning Commission hearing was published in the West Valley View on September 4, 2007.

The property was posted on September 4, 2007. Notification letters were sent to 240 property owners on September 4, 2007.

A notice for the October 15, 2007, City Council hearing was published in the West Valley View on September 28, 2007. The property was posted on September 28, 2007. Notification letters were sent to 240 property owners on September 28, 2007.

The City Council held a public hearing for this request on October 15, 2007. No citizens spoke regarding this item.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on August 16, 2007 and voted 6-0 to recommend **APPROVAL** of this request subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative for the Hillcrest PAD dated September 7, 2007.
2. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
3. A traffic impact study will be required as part of the preliminary plat submittal. Improvements to the conceptual circulation plan shall be made with regards to traffic calming and safe routes to school based on the results of the traffic study, as determined by the City Engineer.
4. Rights-of-way dedication shall be made as part of the final plat. Additional rights-of-way widths may be required at intersections and to accommodate turn lanes and bus stop bays, and based on the results of the traffic study, as determined by the City Engineer.
5. Contribution for up to 25% of the cost of a traffic signal at the intersection of 107th Avenue and Broadway Road, and other traffic signals found warranted or as determined by the traffic impact study, shall be made by the developer, as required by the City Engineer.
6. Half-street improvements to Broadway Road and 107th Avenue shall be required as part of the first phase of development, as required by the City Engineer.
7. A new traffic study for the commercial center shall be submitted concurrent with the master site plan submittal.
8. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.
9. All buildings, including those of franchise users, will be required to conform to the character and materials established by the Development Plan as finalized at the time of Master Site Plan approval for the commercial center.
10. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:
    1. The proximity of the future commercial uses to the north.
    2. The location of electrical transmission lines.
    3. The proximity to existing dairy farms and associated odors.
    4. The location of PIR (Phoenix International Raceway).
    5. The proximity to and location of the State Route 801 corridor study area and/or the location of State Route 801.
11. Prior to final plat approval, the applicant shall obtain approval for Salt River Project (SRP) for the use of the transmission line corridor.
12. The community park adjacent to the elementary school site shall not be fenced.

ANALYSIS:

General Plan

The subject property encompasses three different land use designation areas on the General Plan land use map: Low Density Residential (the portion south of Roeser Road and the portion between Broadway Road and Roeser Road east of the 111th Avenue alignment), Medium Density Residential (the portion north of Broadway

Road and the portion north of Roeser Road and west of the 111th Avenue alignment), and Commercial (approximately 6 acres at the southwest corner of Broadway Road and 107th Avenue).

The overall density of the development is approximately 2.58 dwelling units per acre. The proposed density of the area designated as Low Density Residential (1-2.5 dwelling units per acre) is 2.49 dwelling units per acre. The proposed density of the area designated as Medium Density Residential (2.5-4.0 dwelling units per acre) is 4 dwelling units per acre.

The General Plan allows for an increase in density above the target density to the high end of the density range based on the inclusion of such things as exceptional design, open space, trails, and the mitigation of public impact on services. Staff believes that this increase above the target density is justified by the design of the proposed PAD.

Residential Areas

The traditional single-family areas are divided into four different lot categories. The development standards for each of the four lot categories are as follows:

Standard	6600 district	7400 district	8400 district	10000 district
Min Lot Area	6,600 SF	7,475 SF	8,400 SF	10,000 SF
Min Lot Width	60’	65’	70’	80’
Min Lot Depth	110’	115’	120’	125’
Max Height	30’	30’	30’	30’
Max Coverage	45%	45%	45%	45%
Front Setback	10’, 12’, 20’	10’, 12’, 20’	10’, 12’, 20’	20’
Min Side Setback	8’ & 10’	8’ & 10’	8’ & 10’	8’ & 10’
Total Side Setback	18’	18’	18’	18’
Rear Setback	15’	15’	15’	30’
Street Side Setback	10’	10’	10’	10’

In addition to the above traditional single-family residential lots, the proposed PAD includes an area of z-lot style single-family residents referred to in the PAD as the 2-Pack district. This district includes smaller lots with varying garage setbacks and building setbacks to provide more of a variety of lots within the master plan.

Commercial Area

The PAD also includes a 6 acre commercial site at the southwest corner of 107th Avenue and Broadway Road. The neighborhood commercial center will primarily serve residents in the area with commercial uses appropriate for a center surrounded by primarily single-family residences.

The neighborhood commercial center will be designed to be residential in scale. The architecture of the shopping center will be consistent with the architectural theme established by the PAD.

Compatibility with Surrounding Land Uses

The anticipated overall density of approximately 2.58 dwelling units per acre will be compatible with the surrounding area. Smaller lots are concentrated around the commercial center at the north east corner of the site, with larger lots to the south and west.

The neighborhood commercial center will be designed to be compatible with the surrounding residences. Located at the intersection of two arterial streets, the neighborhood commercial center will have adequate access for ingress and egress.

Site Circulation

The development is proposed to have secondary accesses for neighborhoods from 107th Avenue and Broadway Road, as well as primary access from new minor collector streets running through the site.

The master plan was designed with future vehicular access in mind. Future connections to properties to the east and west of the portion of Hillcrest north of Broadway Road will be provided as temporary turn-around streets. Connection to the property to the west, and ultimately to Avondale Boulevard, have also been included to ensure that future development is able to cohesively work with the proposed master plan.

Water Rights

The developer will be required to convey the water rights associated with this property to the City of Avondale. This is a standard rezoning requirement to ensure the City will have an adequate water supply in the future.

Conformance with Zoning Ordinance

The proposed development standards for the traditional single-family residential areas are consistent with the requirements for a residential PAD. The standards are most similar to the R1-6 and R1-8 zoning districts, with some variations to provide a more appropriate residential development for the area. These variations include: increased minimum lot size and minimum lot width for the 10,000 district; increased side yard setbacks from those required by the R1-6 and R1-8 zoning districts; increased flexibility for front yard setbacks to allow for a greater variety of housing design. Additionally, architectural standards have been included to require a higher standard of residential architecture.

Section 609.1.f.3 of the Zoning Ordinance allows the City Council to grant deviations from residential design standards for cluster developments for "projects that exceed open space requirements, shows exceptional design and variation, and/or provide exceptional public amenities." Based on the amount of open space, design requirements, and public amenities proposed for this development, a deviation is warranted to allow for the development standards of the 2-Pack District.

The proposed development standards for the neighborhood commercial center are generally consistent with the requirements for a commercial PAD and the C-1 (Neighborhood Commercial) Zoning District.

The PAD addresses permitted and conditional uses. Any use not expressly listed in the PAD is prohibited. The permitted uses will encourage a neighborhood center with compatible uses such as retail sales, financial institutions, sit-down restaurants, and offices.

Elementary School Site

The developer has reached an agreement with the Littleton Elementary School District regarding the 16 acre elementary school site located within the proposed development. As part of this agreement, the developer will rough grade the school site and install off-site improvements. The school district will purchase the school site and improvements for 50% of the appraised value. The remaining 50% will donated to the school district by the developer.

The developer has also reached an agreement to make a voluntary contribution to the Tolleson Union High School District on a per-lot basis, to help offset the impact of the development on the high school district.

Letters discussing both of these agreements are included within the PAD narrative and development plan as Tab 2.

Architectural Design Guidelines

The PAD requires that five distinct architectural styles will be used for the residential areas. Each architectural style will include three different floor plans with three elevations each. This will result in an increase in the total number of distinct house products and elevations required by the Zoning Ordinance and typically seen in

similar residential subdivisions.

Open Space and Trails

The proposed PAD includes 23% of the entire site as open space and trails. This is more than double the amount of open space required by the Zoning Ordinance.

A multi-use trail system has been included throughout the development, to connect residential areas within the development to parks and open space, as well as to connect the community to a regional trail system.

Parks and amenities have been included within the development and have been designed to be no more than a three minute walk from each other. This will provide ample opportunity for residents to utilize the parks and open space throughout the community.

One-acre parks will be included in the central area of each of the neighborhoods within the development. This will increase the opportunity for activity among the residents of the development. Additionally, a 5.59 acre HOA-owned community park will be located adjacent to a new elementary school in the central part of the development. The community park will not be fenced.

FINDINGS:

The proposed rezoning meets the following findings:

- The PAD is in substantial conformance with the City's General Plan.
- The proposed PAD zoning district will result in compatible land use relationships.
- Adequate access and infrastructure will be provided.

RECOMMENDATION:

The City Council should hold a public hearing and **APPROVE** application Z-06-12 subject to the 12 stipulations recommended by the Planning Commission.

PROPOSED MOTION:

I move that the City Council accept the findings and **ADOPT** the ordinance approving Application Z-06-12, a request to rezone from AG (Agricultural) and R-5 (Mobile Home Park) to PAD (Planned Area Development), subject to the 12 stipulations recommended by the Planning Commission.

ATTACHMENTS:

Click to download

- Hillcrest exhibits A-H
- ORD - 1275-1107

FULL SIZE COPIES (Council Only):

Hillcrest PAD narrative and development plan dated September 7, 2007

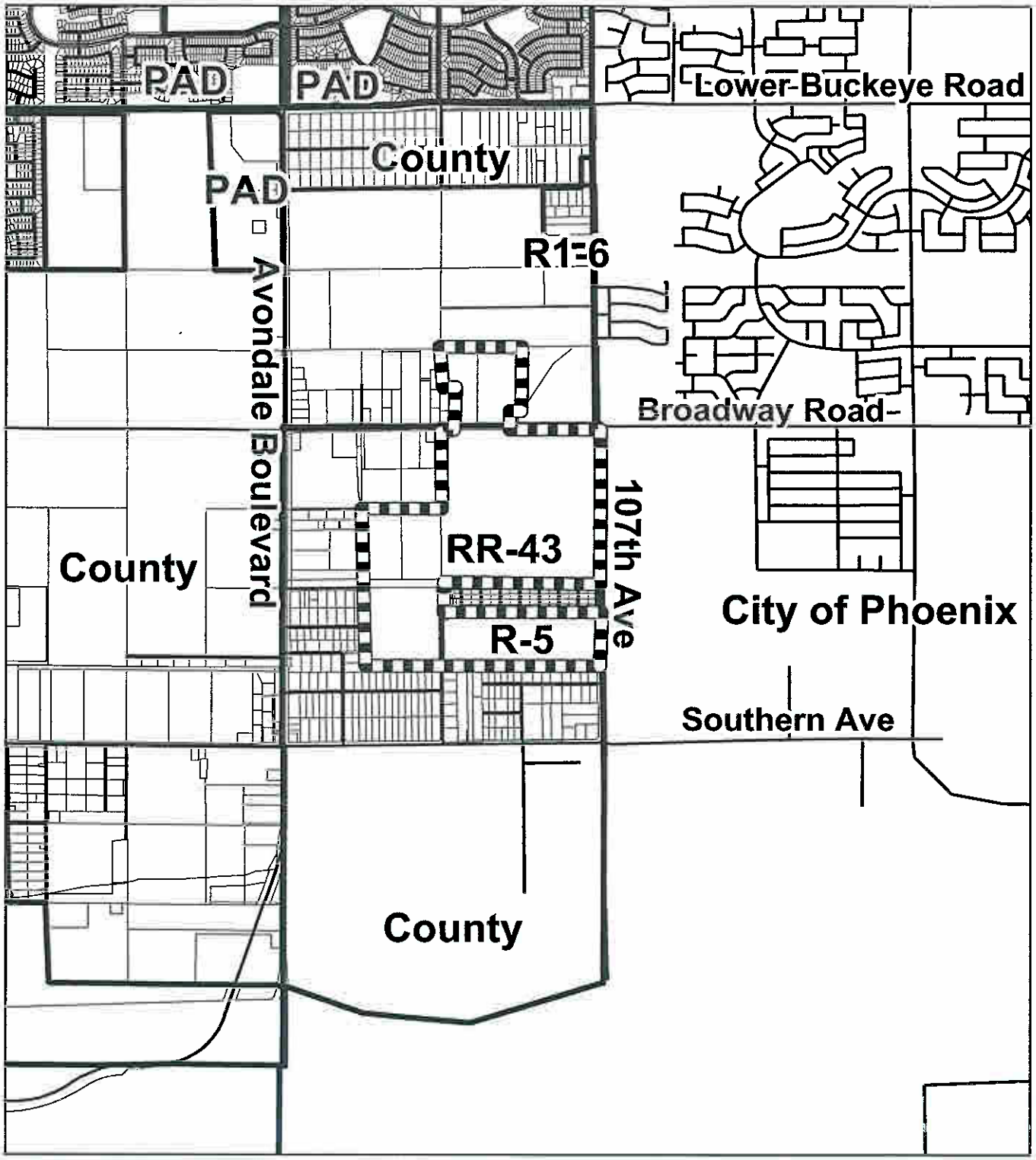
PROJECT MANAGER:

Scott Wilken, Senior Planner

Z-06-12 Hillcrest
List of attachments

Exhibit A - Zoning Vicinity Map
Exhibit B - Aerial Photo 2006
Exhibit C - General Plan Land Use Map
Exhibit D - Summary of Facts
Exhibit E - Neighborhood Meeting Summary
Exhibit F - PAD Conceptual Land Use Plan (8.5" x 11")
Exhibit G - Neighborhood outreach summary
Exhibit H - Draft minutes of the Planning Commission meeting of September 20, 2007

Exhibit A

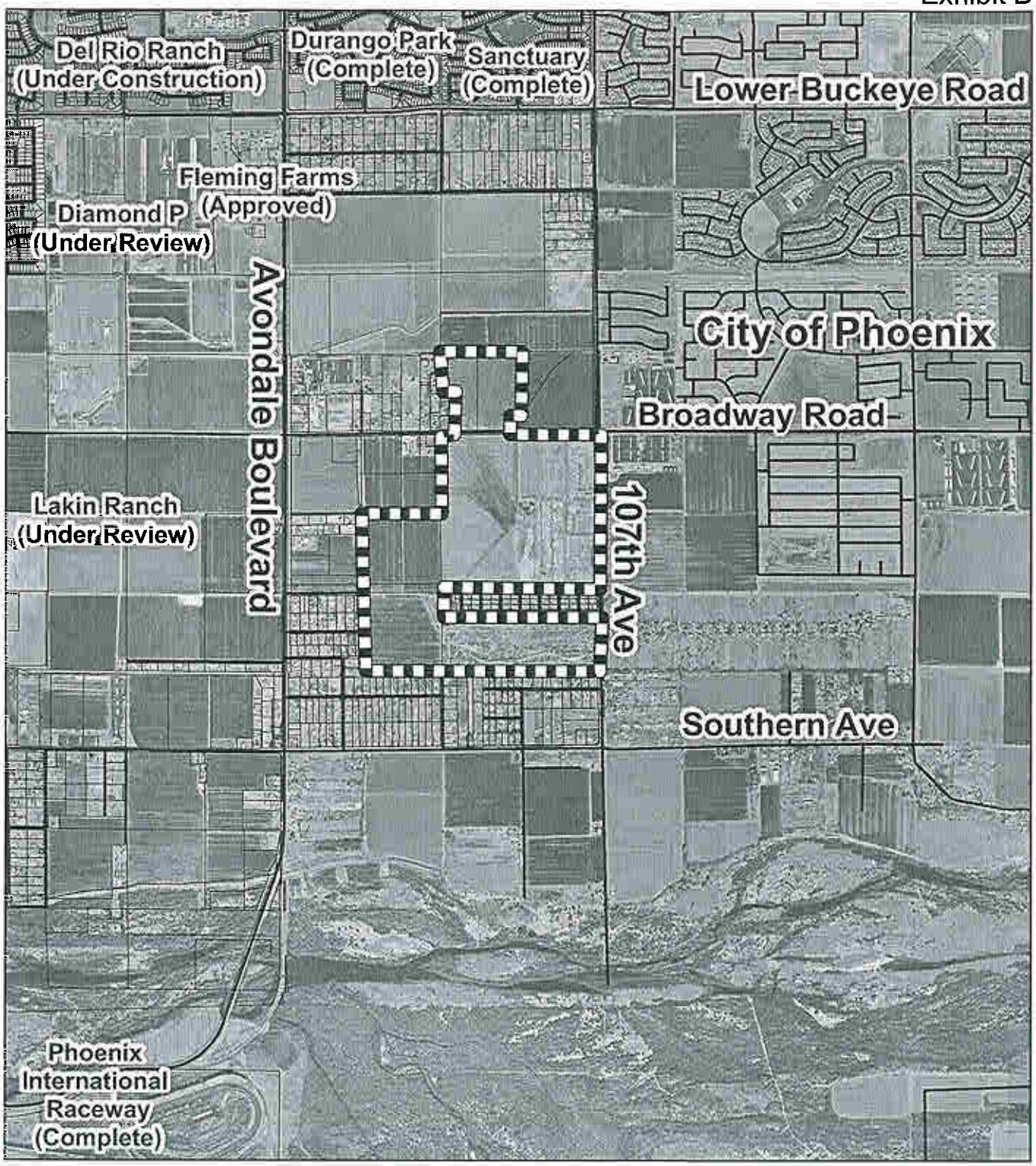


Zoning Vicinity Map
Z-06-12

Avondale

Subject Site

Exhibit B

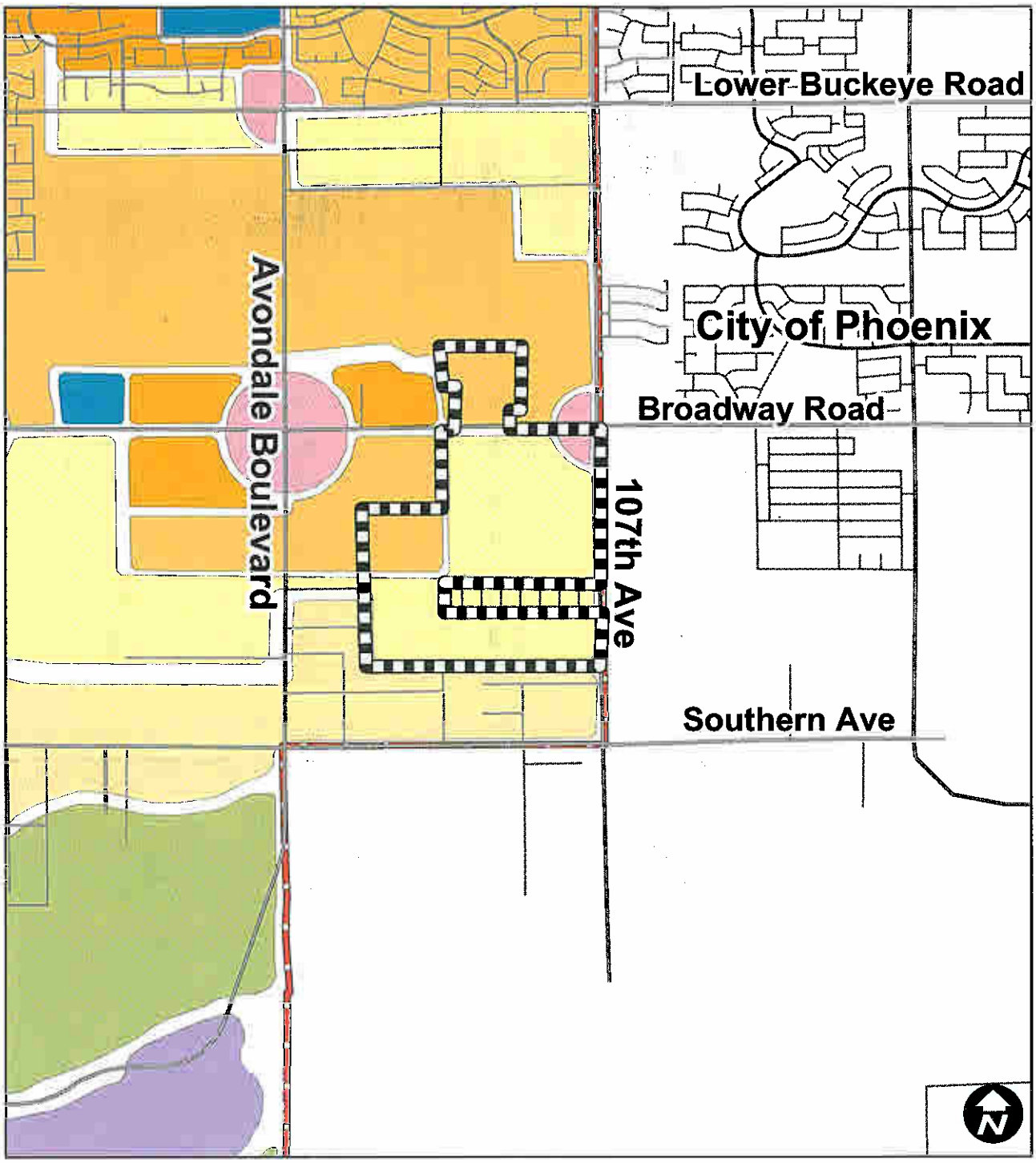


Aerial Photo 2006
Z-06-12

Avondale

Subject Site

Exhibit C



Z-06-12 - General Plan Land Use

- Commercial
- Employment
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Open Space
- Public Facilities
- Rural Low Density Residential
- Subject Property
- Avondale Planning Boundary

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION Z-06-12

THE PROPERTY	
PARCEL SIZE	300 Acres
LOCATION	Southwest Corner of 107th Avenue and Broadway Road
PHYSICAL CHARACTERISTICS	A relatively flat, with frontage on 107th Avenue and Broadway Road.
EXISTING LAND USE	Agricultural
EXISTING ZONING	RR-43 (Rural Residential) and R-5 (Mobile Home Park)
ZONING HISTORY	Southeastern portion was annexed in 1984 and zoned R-5; the remainder annexed October 1, 2007 and zoned RR-43.
DEVELOPMENT AGREEMENT	There are no development agreements on this property

SURROUNDING ZONING AND LAND USE	
NORTH	County – Rural-43 Agricultural & Low Density Residential
EAST	County – Rural-43 Agricultural
SOUTH	County – Rural-43 Low Density Residential
WEST	County – Rural-43 Agricultural (Lakin Ranch)

GENERAL PLAN
The property is designated as Low Density Residential (1 – 2.5 du/ac), Medium Density Residential (2.5 – 4 du/ac), and Commercial (Neighborhood and Community Retail and Office).

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary and Tolleson Union High School
ELEMENTARY SCHOOL	Country Place Elementary
MIDDLE SCHOOL	Underdown Junior High
HIGH SCHOOL	La Joya Community High School

STREETS	
Broadway Road	
Classification	Arterial
Existing half street ROW	40 feet
Standard half street ROW	65 feet
Existing half street improvements	1 travel lane
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.
107th Avenue	
Classification	Arterial
Existing half street ROW	33 feet
Standard half street ROW	65 feet
Existing half street improvements	1 travel lane
Standard half street improvements	2.5 travel lanes, bike lane, curb and gutter, sidewalks, street lights and landscaping.

UTILITIES
There are currently no water lines in Broadway Road or 107th Avenue adjacent to the site. Water lines will be required to be installed by the developer as part of the first phase. There are currently no sewer lines in Broadway Road or 107th Avenue adjacent to the site. Sewer lines will be required to be installed by the developer as part of the first phase.

EXHIBIT E

MINUTES OF NEIGHBORHOOD MEETING
EVERGREEN-HILLCREST, L.L.C.
SWC 107TH AVENUE AND BROADWAY ROAD
JULY 31, 2007 @ 6:00 P.M.
AVONDALE CIVIC CENTER – SONORAN ROOM

On July 31, 2007, representatives from Evergreen–Hillcrest, L.L.C. conducted a neighborhood meeting to inform residents about the proposed project located at the SWC of 107th Avenue and Broadway Road and to answer any questions the neighbors may have. Evergreen-Hillcrest's representatives in attendance included:

Matt Butcher – Evergreen-Hillcrest, L.L.C.
Sara Streeter - Evergreen-Hillcrest, L.L.C.
Robert Rakowski – Choice Zoning Group, L.L.C.

The City of Avondale sent out approximately 240 letters to residents within 500 feet of the subject rezoning site and posted a Neighborhood Meeting Notice on the site. Ten residents attended the meeting (sign-in sheet attached).

After a brief introduction, Matt Butcher gave a presentation on the proposed project, which included:

***An explanation of the public hearing process**
***A tentative schedule of public hearing dates**
***The requested zoning change from R-43 and R-5 to PAD**
***The reason for the request**
***A description of the project, including lot sizes, styles, diversity of products, trail system, school site and the commercial portion of the project**
***An explanation regarding the Avondale General Plan and the projects conformance with it**
***A discussion on ADOT and the proposed I-10 Reliever**

The residents asked the following questions:

1. **Will we be allowed to keep our animals once the project is approved?**

Answer – We can't tell you what to do with your property. As long as what you're doing is allowable under the County code then you should not have any problems.

2. **Can the City take our property?**

Answer – Probably not. I am not an attorney so I can't get into a detailed discussion on eminent domain.

3. **Will the annexation only affect your development?**

Answer – Yes, the annexation request that we have submitted does not include your property.

4. **Will you improve Roeser Road?**

Answer – No, we will not be improving Roeser Road as part of our development, primarily because of the APS effluent pipeline that services Palo Verde.

5. **Will you tear down or buy all of the homes located south of Roeser and can we sell our property if we want to?**

Answer – We will not be purchasing any property located in the ranchets south of Roeser or tearing any of them down. You may sell your property if you wish to regardless of whether or not our project is constructed.

6. **The bottom two portions of your development are in the floodplain. How does that affect you?**

Answer – The Tres Rios levy will take us out of the floodplain or eliminate most of it. Also, when we grade the site it is likely that this area will be elevated slightly.

At the conclusion of the meeting, seven residents signed a statement of support for the project, and one resident indicated that he will mail in the statement after speaking with his wife.

The meeting concluded at 7:00pm.

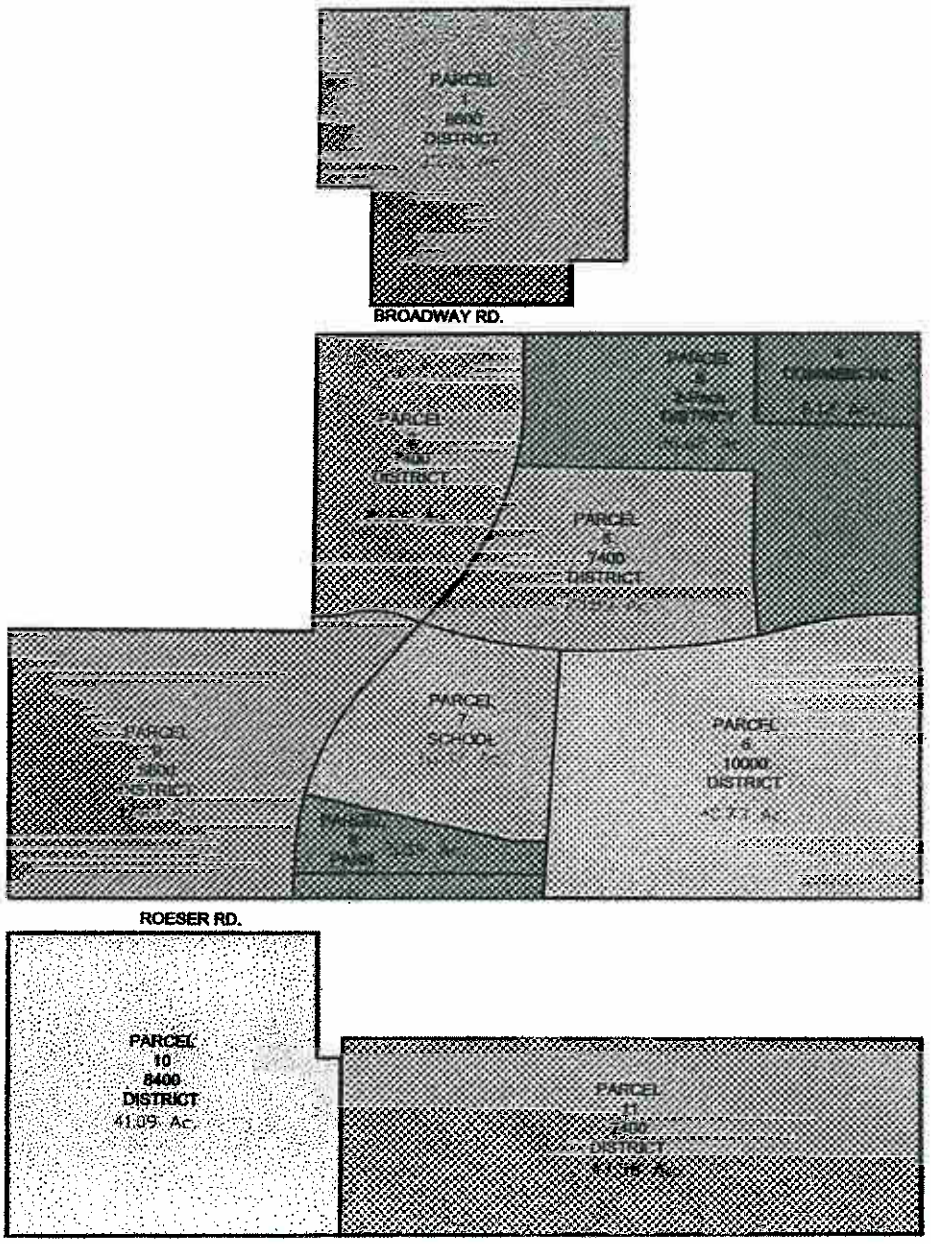
SIGN-IN SHEET
NEIGHBORHOOD MEETING
EVERGREEN-HILLCREST
JULY 31, 2007
SWC 107TH AVE AND BROADWAY ROAD

NAME	STREET ADDRESS	CITY	ZIP CODE	TEL #	E-MAIL
George Ramos	11313 Hidalgo	Tolleson	85353	623-936-4388	
Martin Macias	11314 W Hidalgo	Tolleson	85353	6025737414	
Frank Moorhead	11220 W Broadway	Tolleson			
CLIFF MOORHEAD					
Don Slover	5213 S110 ave	Tolleson	85353	Cell 602-717-7159	
Mike C Ramirez	10738 West Pecan	Tolleson	85353	623-936-6108	MikPlumi@AdCom
Jo Van Sandt	10921 W. Pecan	Tolleson	602 3[illegible]4355		
Jacqueline L Remillard	5208 S 110th ave	Tolleson	85353	7605873808	
Antonio Murillo	5212 S 107th ave	Tolleson	85353	(623) 204 5259	
Jonjelu L Cole	5208 S. 107th	Avondale	85353	623 202-1577	N/A

Exhibit F

LEGEND

- PUBLIC PARK / OPEN SPACE
- 2-pack DISTRICT
- 6600 DISTRICT
- 7400 DISTRICT
- 8400 DISTRICT
- 10000 DISTRICT
- COMMUNITY COMMERCIAL
- SCHOOL



HILLCREST

Exhibit H

Conceptual Land Use Plan

Exhibit G

CHOICE ZONING GROUP, L.L.C.

ZONING & COMMUNITY RELATIONS CONSULTANTS

www.choicezoninggroup.com

16618 S. 41st Street
Phoenix, Arizona 85048
(Office) 480.424.6916
(Fax) 480.424.7880

Robert A. Rakowski
(Mobile) 602.617.7410
(E-mail) choicezoninggroup@cox.net

Neighborhood Outreach Summary
Hillcrest
SWC of 107th Ave and Broadway Road, Avondale, Arizona

This is a summary to date of the neighborhood outreach efforts for the proposed Hillcrest project located at the vicinity of the SWC of 107th Avenue and Broadway Road, Avondale, AZ. The outreach efforts will continue up through the City Council hearing. Additional statements of support and an updated map of area support will be provided at the Planning Commission and City Council hearings, if necessary.

Choice Zoning Group and Evergreen Development have made every effort to speak with the property owners located within a 500' radius of the Hillcrest project site to discuss the proposed project with them and to obtain any feedback that the community may have. This was done by visiting each home a minimum of 3 times and mailing letters to those that were not home or inaccessible. The residents who were not accessible were because of gated properties or un-chained dogs in the yard. Approximately 140 letters were sent out and one negative response was received while four positive responses were received. This response rate is similar to the response we received for the neighborhood meeting.

As a result of the outreach effort, we obtained 57-signed statements of support for the Hillcrest project and 14 verbal accounts of support. Twenty-two (22) residents were undecided about the project or did not care one-way or the other. We also spoke with 7 homeowners who expressed their opposition to the project. These people opposing the project indicated that their position was based on an opposition to <u>any</u> development in the area, regardless of what would be proposed.

Attached to this letter is a representative sample of a signed statement of support for your reference. The 57-signed statements of support have been provided to City staff for their records. Also attached is a color-coded map of the area that was targeted in our efforts, and reflects the location of the 71 people that support this project; the 22 residents who are undecided; and, the 7 residents who are opposed to it.

STATEMENT OF SUPPORT
HILLCREST
(VICINITY SWC 107TH AVENUE AND BROADWAY ROAD, AVONDALE, AZ)

This development is being proposed by Evergreen-Hillcrest, L.L.C. on approximately 333 gross acres (324 net acres) located at the vicinity of the southwest corner of 107th Avenue and Broadway Road. Our request is to entitle the Hillcrest community with a Planned Area Development (PAD) District that will establish the goals of creativity, flexibility, and longevity for the development of this Master Planned Community. The majority of the site is currently zoned Rual-43 with a segment zoned R-5 (Mobile Home Park) in the southern portion.

Hillcrest will accommodate approximately 793 residential units with an average gross density of 2.39 DU/A within various product types and market segments. The site also includes a neighborhood commercial site at the southwest corner of 107th Avenue and Broadway Road. The plan also includes a 5-acre community park, connective trail systems, and an elementary school site.

The project will have a **positive** impact on the surrounding neighborhoods:

- Hillcrest will develop as a quality, sustainable community in the City of Avondale
- Our plan proposes a comprehensive amenity package, including parks and a connective trail system
- Evergreen-Hillcrest, L.L.C. will donate a portion of the land for an elementary school site
- Variation and diversity in housing products, elevation, setbacks, and architectural details will make Hillcrest a community with a unique identity within the City of Avondale
- Lot sizes up to 10,800 square feet, or approximately ¼ acre
- The site will be integrated aesthetically through the cohesive design of the community, including theme walls, entry monumentation, and landscape themeing
- The commercial portion of the plan will provide additional conveniences for surrounding neighbors
- **Hillcrest is consistent with the Avondale General Plan in both land use and intensity**

As a Property Owner/Neighbor/Business in the vicinity of the proposed development located at the southwest corner of 107th Ave and Broadway Road, I have discussed, understand and support this request to rezone the property to PAD to allow for the development of Hillcrest. By my signature below, I endorse the project and site plan as depicted on the back of this form.

NAME (Signature): _____

NAME (Print): _____

ADDRESS: _____

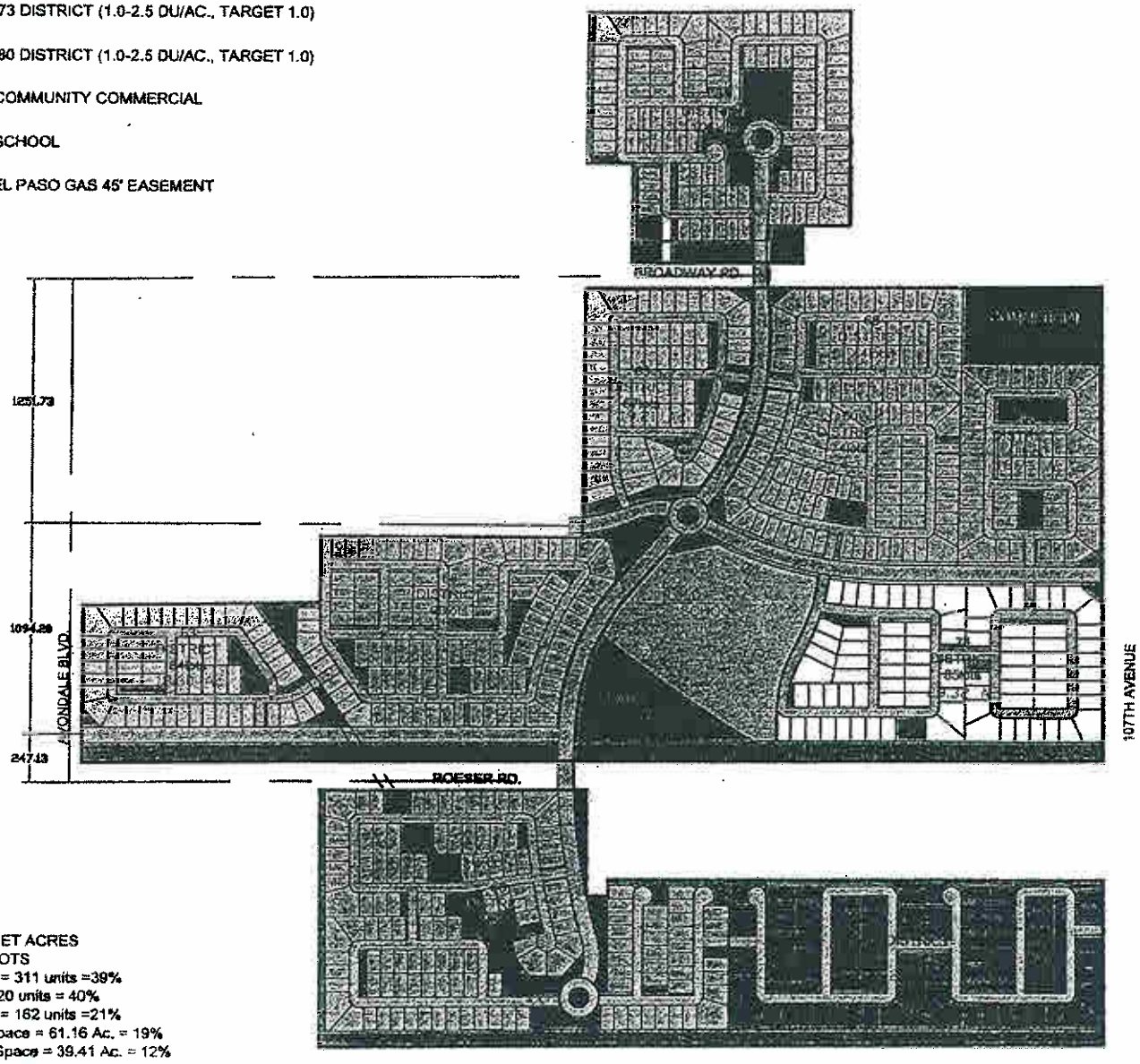
PHONE: _____ DATE: _____

E-MAIL ADDRESS: _____

OWNER: _____ RENTER: _____ BUSINESS: _____

LEGEND

- PUBLIC PARK / OPEN SPACE
- 60 DISTRICT (2.5-4.0 DU/AC.,TARGET 2.5)
- 63 DISTRICT (2.5-4.0 DU/AC.,TARGET 2.5)
- 68 DISTRICT (2.5-4.0 DU/AC., TARGET 2.5)
- 73 DISTRICT (1.0-2.5 DU/AC., TARGET 1.0)
- 80 DISTRICT (1.0-2.5 DU/AC., TARGET 1.0)
- COMMUNITY COMMERCIAL
- SCHOOL
- EL PASO GAS 45' EASEMENT



324 TOTAL NET ACRES
793 TOTAL LOTS
60/63 District = 311 units =39%
68 District =320 units = 40%
73/80 District = 162 units =21%
Total Open Space = 61.16 Ac. = 19%
Active Open Space = 39.41 Ac. = 12%

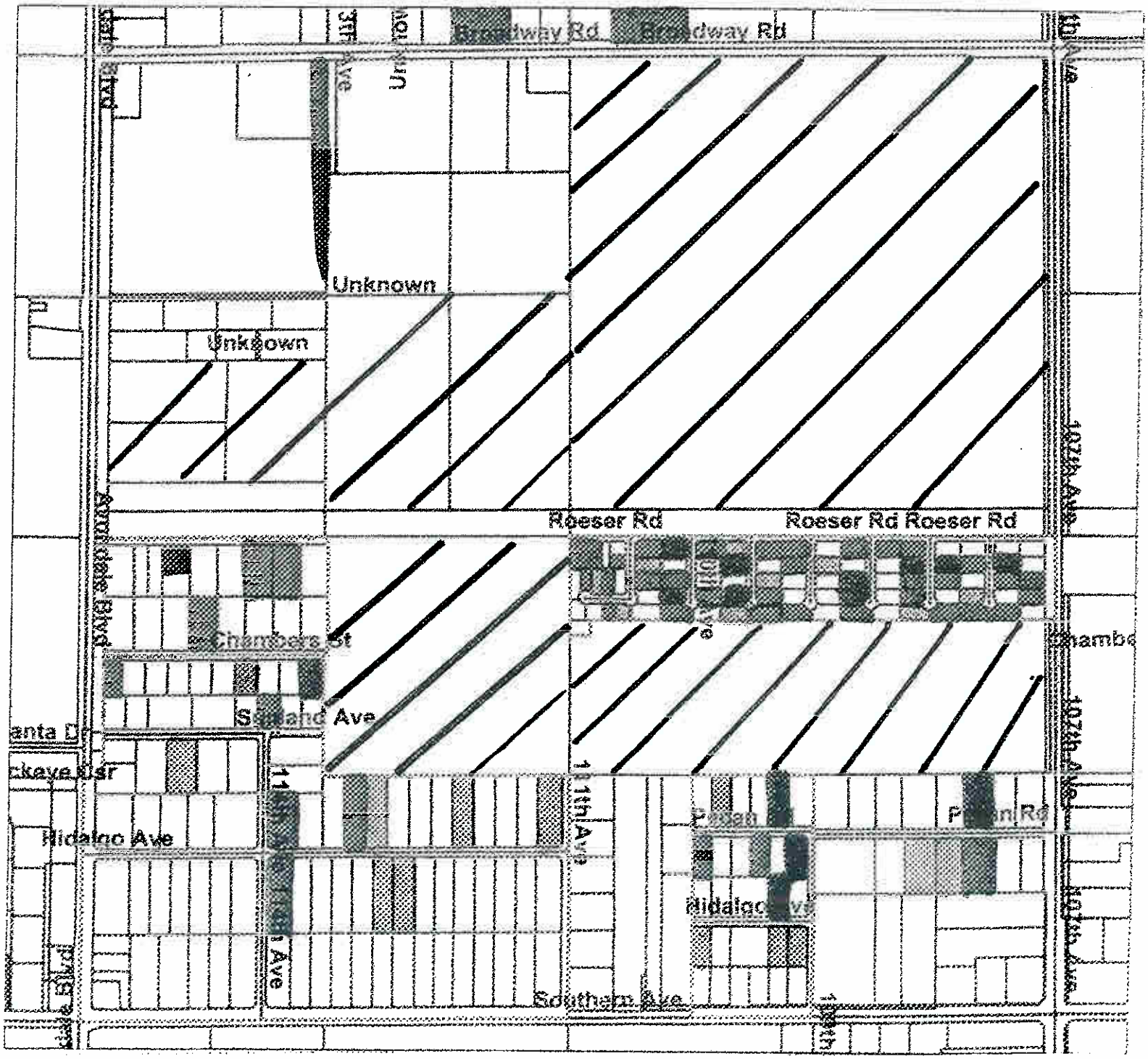
HILLCREST

Exhibit I

Conceptual Lot Plan

MAP OF AREA SUPPORT

HILLCREST



GREEN	**Signed in Support**
BLUE	**Verbal Support**
RED	**Opposed**
YELLOW	**Undecided**

Prepared by: Choice Zoning Group

For: Evergreen-Hillcrest, L.L.C.

EXHIBIT H

Excerpt of the Draft Minutes of the regular Planning Commission meeting held September 20, 2007 at 7:00 p.m. in the Council Chambers.

COMMISSIONERS PRESENT
Linda Webster, Commissioner
Lisa Copeland, Commissioner
David Iwanski, Commissioner
Edward Meringer, Vice Chair
Michael Alcorn, Commissioner
Alan Lageschulte, Chairman

COMMISSIONER ABSENT
Kevin Grimsley, Commissioner

CITY STAFF PRESENT
Eric Morgan, Planner II, Development Services
John Vater, Planner, Development Services
Ken Galica, Planner II, Development Services
Scott Wilken, Senior Planner
Brian Berndt, Development Services Director
Tracy Stevens, Planning Manager

APPLICATION Z-06-12

APPLICANT Mr. Matt Butcher
Evergreen Communities, LLC
2390 E. Camelback Road, Suite 410
Phoenix, AZ 85016

REQUEST A request to rezone approximately 300 acres from AG (Agricultural) and R5 (Mobile Home Park) to PAD (Planned Area Development). The property is located at the southwest corner of Broadway Road and 107th Avenue. Staff Contact: Scott Wilken (623) 333-4016.

Scott Wilken, Senior Planner, stated this was a rezoning application for the Hillcrest PAD located at the southwest corner of 107th Avenue and Broadway Road of approximately 300 acres, currently zoned AG and R-5, with the request to rezone to PAD. Mr. Wilken described the site as currently vacant and described the surrounding properties as vacant, agricultural, or large lot residential. He stated the applicant is proposing four traditional single family districts with lot widths of 60, 65, 70 and 80 feet, and lot sizes ranging from 6,600 to 10,000 square feet, as well as a Z-lot style, two-pack district surrounding a

commercial area. In addition, he described a 16 acre elementary school site and a 5 acre community park. Mr. Wilken stated five distinct architectural styles are proposed for the residential areas, each with three floor plans and three elevations, providing a minimum of 45 distinct house products throughout the development, and described the overall density for the development to be around 2.5 dwelling units per acre. He described the site circulation for the Commission, and 23% of the entire site as open space, more than double the requirement, including a 10' wide multi-use trail along the Power Line Corridor and an 8' wide trail on the south side of the development, as well as pocket parks included in the central area of each of the neighborhoods within the development. Mr. Wilken summarized, stating Staff believes that the proposed PAD meets the objectives of the General Plan, will result in compatible land use relationships, and will ensure a quality development. He stated Staff recommends approval subject to 12 stipulations. Mr. Wilken invited questions and stated the applicant was present.

Chairperson Lageschulte invited questions for Staff.

Commissioner Copeland remarked that she sees a school in the plans, but does not see what the developer is doing for the school. Mr. Wilken informed the Planning Commission that the applicant has come to an agreement with Littleton Elementary School and the Tolleson Union High School Districts, and the school site will be reserved for an elementary school for Littleton and the applicant will be rough grading the site and will construct and stub out utilities for the site, so when the school district is ready, all they will have to do is build the school and no other site work will be required. In addition, he stated the school district will be purchasing the property at 50% of the appraised value rather than the full amount. He added there were letters in the back of the PAD document from both school districts regarding the agreements they have come to and indicating they are in support of the project.

Commissioner Alcorn stated that in the 6,600, 7,400, and 8,400 districts, all the front setbacks are wrong, as they are too small. He stated the Planning Commission had discussed this in the last meeting and asked why the setbacks were being cut by 3 to 5 feet in some of the areas. He stated this was something he did not like and stacking people on top of one another was not conducive to people being nice to each other. Mr. Wilken responded that the applicant could go into more detail about that, and clarified at the last meeting the discussion was about side yard setbacks, and front yard setbacks he does not believe were mentioned, but if the Commission wants the Staff to change the front yard setbacks, Staff can look into that.

Vice Chair Meringer asked how close this property was to the proposed reliever freeway. Mr. Wilken stated the applicant could go into more detail on that, but he could state that one of the two alignments ADOT is studying goes through the property, and the cities of Avondale, Phoenix, Goodyear, Tolleson and Litchfield Park have all gone on record as opposing the northern alignment that goes through this property. He stated Staff is proceeding with that and agrees with City Council that the northern alignment would

eliminate a quality development like this and eliminate Lakin Ranch which was before the Planning Commission several months ago. Mr. Wilken stated the best course of action right now as ADOT has not made the decision, is to move forward. He stated he understood that if this project is approved by City Council and the northern alignment is chosen, then this project will stop and Staff and the applicant will figure out what will need to happen on this property, as there would be no way the City would allow houses or schools or anything to be built where they know for sure will be a freeway.

Commissioner Copeland asked what happens if, in the traditional mode of ADOT, this project is completed and then ADOT decides the freeway is going through the property. She asked is the applicant required to put in CC&Rs or any kind of notification to a potential buyer that there is a possibility of a freeway coming through. She cautioned buyers could come in from other states and not be aware of this possibility. Mr. Wilken stated ADOT's time table plans for a decision being made are long before the preliminary plat comes before the Planning Commission. He reiterated that if ADOT goes with the northern alignment, Staff will go back with the applicant and figure out what needs to be on the property and the current project will not happen. Mr. Wilken continued, stating that if ADOT for whatever reason delays in making their decision and the project goes forward, there is a Stipulation No. 10 requiring potential home buyers to be informed by CC&R of certain circumstances and Staff could add an additional CC&R. He explained if the southern alignment is chosen, it would be 1-2 miles from the property and would not have as much effect.

Chairperson Lageschulte asked if the Planning Commission goes through with this project while Avondale, Goodyear and Phoenix have been involved in trying to get the alignment down by the river, does Mr. Wilken think this would send a message to ADOT that they should put the alignment by the river. Mr. Wilken responded he could not state exactly what ADOT would do, but to date the City Councils of Phoenix, Goodyear, Tolleson, and Litchfield Park have said they support the southern alignment, and the Avondale City Council is calling out types of developments that can go if the northern alignment is not chosen. He stated right now none of those developments have been before City Council for a decision and he cannot say for sure what effect that would have, but he would guess that having this project approved by Avondale would have a much greater effect than just having a project the City is talking about or reviewing, but he could not say if it would sway ADOT. Chairperson Lageschulte stated the paperwork he has states ADOT is hoping to have something by fall of 2007 and asked if that was what Mr. Wilken has heard as well. Mr. Wilken confirmed he has not heard that, but rather three or four weeks ago he heard ADOT wants to have a decision made by the summer of 2007. He stated Staff's preference was to move forward with this project and keep moving forward with Lakin, and if ADOT makes their decision before those projects are approved, then they will return to the drawing board. He noted they are hoping ADOT will follow the recommendation of the West Valley cities.

Commissioner Alcorn stated he would like to request again that the Planning and Zoning Commission ask the Staff to please ask the City Council to draft a letter to ADOT stating that Avondale is trying its best to grow our city and ADOT is putting the brakes on that, and Avondale has several projects that really cannot or really should not go anywhere because ADOT is not doing its job because they are taking too long. He stated he was born and raised here and the I-17 was built a lot faster than this, and if it takes a letter every two weeks from Avondale and the other cities, then that is something Avondale should do. Mr. Wilken stated he believes Avondale City Council and the other city councils have passed resolutions which may have stronger support than a letter, and in addition, the City is meeting even more frequently than suggested, and the representatives of ADOT and David Fitzhugh, Assistant City Manager, have been meeting with them and the applicant has met with them much more frequently than writing a letter every two weeks. Commissioner Alcorn asked Mr. Wilken to tell Mr. Fitzhugh that he has the Planning Commission's full support.

Commissioner Copeland asked if the Planning Commission could be kept up to date and informed perhaps once a quarter on this project because the agenda every month is quite full and sometimes they lose track. Mr. Wilken stated he would keep the Planning Commission informed.

Chairperson Lageschulte invited further questions for Staff, and hearing none, invited the applicant to address the Commission.

Ed Bull, 702 E. Osborn, Phoenix, AZ, Evergreen Communities, thanked Staff for their recommendation for approval and stated they accept Staff's 12 stipulations, including modifying Stipulation 10 to add 10e, which would call for disclosure of the proximity of the proposed 801, hoping that the 801 will take the southern alignment in accordance with the City Council's resolution. Mr. Bull showed the Commission slides of the project, stating Hillcrest would be a Planned Area Development of a high quality, sustainable master plan that incorporates a number of features including residential and commercial land uses, a school site, and abundant open space and trails. He reiterated the project will have over twice as much open space as the City requires. He pointed out the tremendous amount of residential diversity through multiple lot sizes, multiple floor plans, and multiple architectural styles. Mr. Bull informed the Planning Commission there has been close correspondence and cooperation between Evergreen and both school districts. He relayed that neighborhood outreach had involved not only the usual letters and a neighborhood meeting, but a great deal of door-to-door work. He pointed out that they believe the architectural styles have a lot of character and interest in terms of building form and shapes. Mr. Bull informed the Planning Commission they have 58 signatures in support of the project. He pointed out that they are before the Commission on a Planned Area Development that they believe has its own distinction and a lot of sustainable characteristics in a very Master Plan setting that has a great deal of diversity, centralized open space, a centralized school site, and a great deal of details, resulting in a high quality, sustainable PAD that will be a very proud part of this part of Avondale.

With respect to the 801, he added that if the Planning Commission and the City Council were to approve this PAD, that would be a good message to send to ADOT and they are hoping ADOT will make a decision consistent with the Avondale City Council's resolution. He stated they have copies of the Resolution, which states that the Council very clearly calls for ADOT's approval of the southernmost alignment and clearly states the City Council's opposition to any alignment other than the southernmost alignment. He stated instinctively and in discussions with other city officials, having a PAD approved in this corridor is a meaningful statement of how the City is going about implementing its General Plan and they think that message is a good one to send to ADOT.

Regarding the front yard setbacks, he informed the Planning Commission they were looking for some opportunity to provide architectural diversity with living area forward versus garage forward, and he would be happy to have Jason Hadley, Planner, describe the street scene they are trying to achieve. He stated they would be happy to take any questions.

Chairperson Lageschulte invited questions for the applicant.

Commissioner Copeland stated last month the Planning Commission tabled a project for Del Rio Ranch because of the levee that was associated with it and asked how the Planning Commission could not table this project also. She pointed out the report reads "The two bottom portions of your development are in the flood plain. How does that affect you?" And the answer is "The Tres Rios levee will take us out of the flood plain or eliminate most of it."

Brett Herrian, Evergreen Development, 2390 E. Camelback Rd., Phoenix, AZ, stated in response to Commissioner Copeland's question that there were two separate levees coming into play and the one that effects the Del Rio Ranch project is on the Agua Fria River and the levee that effects their project is along the Gila River, and the Corps of Engineers is constructing that in several phases. He informed the Planning Commission that the first phase of that levee is complete up to Avondale Blvd., and their engineers have talked with the Flood Control District and the portion of that levee that has already been constructed has removed their property from the flood plain. Commissioner Copeland asked if that portion had been approved by the Army Corps of Engineers. Mr. Herrian explained they were going to do a letter of map revision as the levee is built, and as they just completed construction in the last few months, they have not yet got to the process of preparing that letter of map revision.

Commissioner Alcorn stated the three different setbacks for the front yards of 10, 12, and 20 feet were the first thing he noticed, and while the 20 feet falls within the acceptable range, the 10 and 12 do not. He stated he understands the need for diversity, but the City has guidelines and he would appreciate it if those guidelines could be more constructively

looked at and used. Commissioner Alcorn stated the overall density was supposed to be 1-2.5 per acre and the applicant states they have 2.49, but yet just stood here and stated quarter acre lots, which are 4.0 per acre. He pointed out that area was for low density and the City was hoping to get more along the idea of one-half to three-quarter to full acre places rather than urban sprawl. Mr. Bull responded with respect to the setbacks, he would like to have Jason Hadley come forward to discuss that. With respect to the General Plan and density, he stated under the General Plan they need to be thinking in terms of gross acreage which is inclusive of open space and all the things that go into calculating density, which is different than calculating the net lot size. Mr. Bull explained they have a variety of lot sizes which are up to 10,000 square foot and net of streets and open space and the donated school site. He stated Staff in going through the analysis of having this type of General Plan designation on this part of the site and that kind of General Plan designation on the other part of the site, used that in working with Evergreen and their planners on what lot sizes they had, and then took a step back to see if they were fitting within those parameters. He reported Staff also addressed in the written report some of the density bonuses you get into when you are doing target density versus density bonuses to work your way up. Mr. Bull stated his perspective is the fact that they have more than 200% of the amount of open space that the City typically requires, plus trails and the school site, which are very good things directed at triggering some of those density bonuses.

Jason Hadley, Hadley Design Group, 7272 E. Indian School Rd., Scottsdale, AZ, began by stating on the 6,600 and 7,400 square foot districts, basically all the setbacks are the same as a pure R1-6 zone with the exception of the front deviation on the 10 and the 12. He pointed out they have worked with Mr. Wilken a lot on that as far as being in on many Commission hearings concerning the desire to keep as much side yard as possible and they understand that side of it. Mr. Hadley explained when they deal with the smaller lot sizes and the production builders for 20 foot front setback to livable versus to garage, they want to bring livable spaces forward and bring porches a little bit closer to the street so the street scene is not 20 foot of garage, garage, garage. Regarding the 10,000 square foot lot, he stated they have used a 30 foot rear which exceeds the standard. Mr. Hadley pointed out that the 8,400 square foot lot has the front and rear smaller, but the 6,600, 7,400, and 10,000 square foot lots are pretty close. He stated this was one of their biggest tools to get variety and diversity with production builders.

Commissioner Alcorn asked if Mr. Hadley had a percentage. Mr. Hadley responded they did not have a pure percentage, but do have a certain amount of the elevations that have to change as far as the City Ordinance, but they do not have a percent restriction. Commissioner Alcorn stated he liked that the developer was providing lots of open space and suggested sacrificing some of the open space for a little more livable space for the homes. He stated he has lived in a lot of places where the people are right on top of one another and it affects him, and he has lived in homes where the garage is the wall to the next guy's house, which is ridiculous. Commissioner Alcorn added that this development was really, really nice.

Mr. Bull interjected if there were other questions, they would try to answer them; otherwise, there were speaker cards of folks who were present in support of the project.

Chairperson Lageschulte asked if there were any other questions for the applicant.

Commissioner Copeland asked if the County was reviewing this development in phases as far as the levee. She commented the Commission had been inconsistent in some areas and it was their responsibility to grow Avondale in a manner that people will want to live here and establish their businesses here, but also want to make sure that when they do move here, they are not blind sided by issues such as a freeway coming through or flooding. Mr. Wilken responded that this property is not in the flood plain. He explained that the Tres Rios levee built along the Gila River took this property out of the flood plain. Commissioner Copeland stated that in Item No. 6 it gives an answer that "It takes us out of the flood plain or eliminates most of it and that when we grade the site it is likely that this area will be elevated slightly," so therefore it indicates to her that there is some portion or could be some portion that is in or affected by the flood plain. She asked if that is true and the County is looking at the development in phases. Mr. Wilken responded that the levee is built in phases and the portion of the levee that will take this property out of the flood plain is complete.

Chairperson Lageschulte reiterated that the levee took this property out of the flood plain. He invited further questions for the applicant and received none. He asked Staff to research what the zoning setbacks are for front yards. Mr. Wilken responded the zoning setbacks for front yards for the PAD were to be determined through this discussion. Chairperson Lageschulte stated Scott Wilken, Senior Planner, could let him know.

Scott Wilken, Senior Planner, stated the front yard setbacks for an R1-6 hard-zoned district were 20 feet and the PAD allows deviation from that, which is what the applicant has asked for, but if the property was being rezoned to R1-6, the front yard setback would be 20 feet. Chairperson Lageschulte stated since this was a PAD, the front yard setback could be deviated, which Mr. Wilken confirmed.

Chairperson Lageschulte opened the item for public hearing. He stated he had two cards in favor of the item not wishing to speak, and four people who would like to speak in favor of the item. He indicated Alejandrino Diaz, Rafael Dera, and Maria G. Morones had submitted cards in favor of the project, but had to leave the meeting early.

Page Hannah, 201 S. 122nd Dr., Avondale, AZ, stated she was for the rezoning from AG to PAD, but for the protection of the Hillcrest builders and their future homeowners, she is not for having them proceed to the building phase until ADOT makes a firm decision. Ms. Hannah explained her family owned a home on the east side of 18th Street and Oregon in Phoenix in the '50s, and when she returned in the '90s, on the west side where they had gone from cotton fields to tract homes, 90% of that was gone for the 51

Freeway. Ms. Hannah stated she did not think it was fair to have developers tell the perspective homeowners that there might be a possibility of a freeway coming through.

Chairperson Lageschulte invited the applicant to respond.

Mr. Bull stated the City Council had adopted a Resolution about the southernmost alignment and are using this as an opportunity to send a good, positive message to ADOT about a development that is approved and consistent with Avondale's General Plan, and if he needed to elaborate on that he would be happy to, or he could pass out a copy of the Resolution. He noted more importantly, all indications are the decision will come quite soon from ADOT and they believe it is important to have this message in place before that decision comes down, and they expect the decision before they return to the Planning Commission with a preliminary plat, and certainly before they return with a final plat. Mr. Bull said he could state with confidence that Evergreen has a good track record of working with the Planning Commission, City Council, and Staff. He reiterated that if they need to sit down with Staff again to determine how to deal with this in the platting stage, there will be opportunities to do that, but right now they think they have the opportunity to send a strong message to ADOT that Avondale through the PAD has a strong desire to implement its General Plan in this part of the City.

Commissioner Iwanski thanked Mr. Bull for his offer that as part of Stipulation No. 10 they will add a Subsection E to specifically disclose proximity to the proposed State Route 801, as in his mind that is a sign of good faith from the applicant that they want to make people aware of the issue and deal with it accordingly.

Chairperson Lageschulte stated if there were no more questions for the applicant or Staff, he would like a motion.

Commissioner Iwanski moved that the Planning Commission accept the findings of Staff and recommend approval for rezoning for application Z-06-12 subject to the 12 stipulations and the addition of 10e, disclosure of proximity to proposed State Route 801. Vice Chair Meringer second the motion.

Chairperson Lageschulte opened the item for discussion.

Commissioner Iwanski stated with regard to the diversity of product and architecture, he does not have the same concerns as his colleague in terms of front yard setbacks, and the fact that the applicant is offering up 23% open space impresses him. He thanked the applicant for the aggressive public outreach because 58 signatures in support of the project indicates they have done their homework. He stated he was in favor of this project for those reasons.

Chairperson Lageschulte stated he agreed with Commissioner Iwanski. He suggested the applicant let the Lakin Property review their design because if they would like to bring in

some bigger lots and side yard setbacks, the Planning Commission may look at their project again, but he does not believe their project stands close to this one. He stated he appreciates the bigger lots and thinks the setbacks are great, and he thinks the Planning Commission will start seeing the front and side setbacks vary in different developments, and one reason is water conservation because the bigger the yard, the more water it will take. Chairperson Lageschulte stated he likes the lot sizes and they are right in line with side yard setbacks, and Avondale wants space rather than developments that are crammed together. He pointed out the diversity in the residential and that to him it was almost a starter home where one could work their way up. He stated that one house per acre was not going to happen. Chairperson Lageschulte stated he hopes ADOT will do what they need to do and that the City can persuade them to do the southern alignment. He stated he had been to some of their meetings, but some of their excuses are just way off the wall.

Chairperson Lageschulte asked for further comments, and receiving none, asked for a roll call vote.

ROLL CALL VOTE

Commissioner Webster	Aye
Commissioner Copeland	Aye
Vice Chair Meringer	Aye
Commissioner Alcorn	Aye
Chairperson Lageschulte	Aye
Commissioner Grimsley	Excused
Commissioner Iwanski	Aye

The motion passed unanimously.

Chairperson Lageschulte thanked everyone in the audience for attending.

ORDINANCE NO. 1275-1107

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 300 ACRES LOCATED AT THE SOUTHWEST CORNER OF 107TH AVENUE AND BROADWAY ROAD AS SHOWN IN FILENAME Z-06-12, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) AND MOBILE HOME PARK (R-5) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, September 20, 2007, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the City Council held a public hearing regarding the amendment to the Zoning Atlas on Monday, November 5, 2007.

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

SECTION 1. That ± 300 acres of certain real property generally located at the southwest corner of 107th Avenue and Broadway Road as shown in filename Z-06-12 (the "Property"), more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) and Mobile Home Park (R-5) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative for the Hillcrest PAD dated September 7, 2007.

2. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.

3. A traffic impact study will be required as part of the preliminary plat submittal. Improvements to the conceptual circulation plan shall be made with regards to traffic calming and safe routes to school based on the results of the traffic study, as determined by the City Engineer.

4. Rights-of-way dedication shall be made as part of the final plat. Additional rights-of-way widths may be required at intersections and to accommodate turn lanes and bus stop bays, and based on the results of the traffic study, as determined by the City Engineer.

5. Contribution for up to 25% of the cost of a traffic signal at the intersection of 107th Avenue and Broadway Road, and other traffic signals found warranted or as determined by the traffic impact study, shall be made by the developer, as required by the City Engineer.

6. Half-street improvements to Broadway Road and 107th Avenue shall be required as part of the first phase of development, as required by the City Engineer.

7. A new traffic study for the commercial center shall be submitted concurrent with the master site plan submittal.

8. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.

9. All buildings, including those of franchise users, will be required to conform to the character and materials established by the Development Plan as finalized at the time of Master Site Plan approval for the commercial center.

10. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:

    a. The proximity of the future commercial uses to the north.

    b. The location of electrical transmission lines.

    c. The proximity to existing dairy farms and associated odors.

    d. The location of PIR (Phoenix International Raceway).

    e. The proximity to and location of the State Route 801 corridor study area and/or the location of State Route 801.

11. Prior to final plat approval, the applicant shall obtain approval for Salt River Project (SRP) for the use of the transmission line corridor.

12. The community park adjacent to the elementary school site shall not be fenced.

SECTION 2. 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 5, 2007.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Linda M. Farris, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1275-1107

[Maps and Legal Descriptions]

See following pages.

M.R.S. PROPERTY
LEGAL DESCRIPTION

That portion of the Southeast quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said section from which a brass cap in hand hole accepted as the southeast corner thereof bears South 01 degrees 12 minutes 04 seconds East a distance of 2595.25 feet;

Thence South 01 degrees 12 minutes 04 seconds East, along the east line of said Southeast quarter, a distance of 460.02 feet to the **POINT OF BEGINNING**;

Thence South 89 degrees 21 minutes 06 seconds West, a distance of 33.00 feet to the west line of the east 33.00 feet of said Southeast quarter;

Thence along said west line, South 01 degrees 12 minutes 04 seconds East, a distance of 837.69 feet to the south line of the north half of said Southeast quarter;

Thence leaving said west line and along said south line, South 89 degrees 12 minutes 14 seconds West, a distance of 2582.24 feet to the west line of said Southeast quarter;

Thence along said west line, North 00 degrees 56 minutes 08 seconds West, a distance of 761.33 feet;

Thence North 89 degrees 21 minutes 06 seconds East a distance of 107.95 feet;

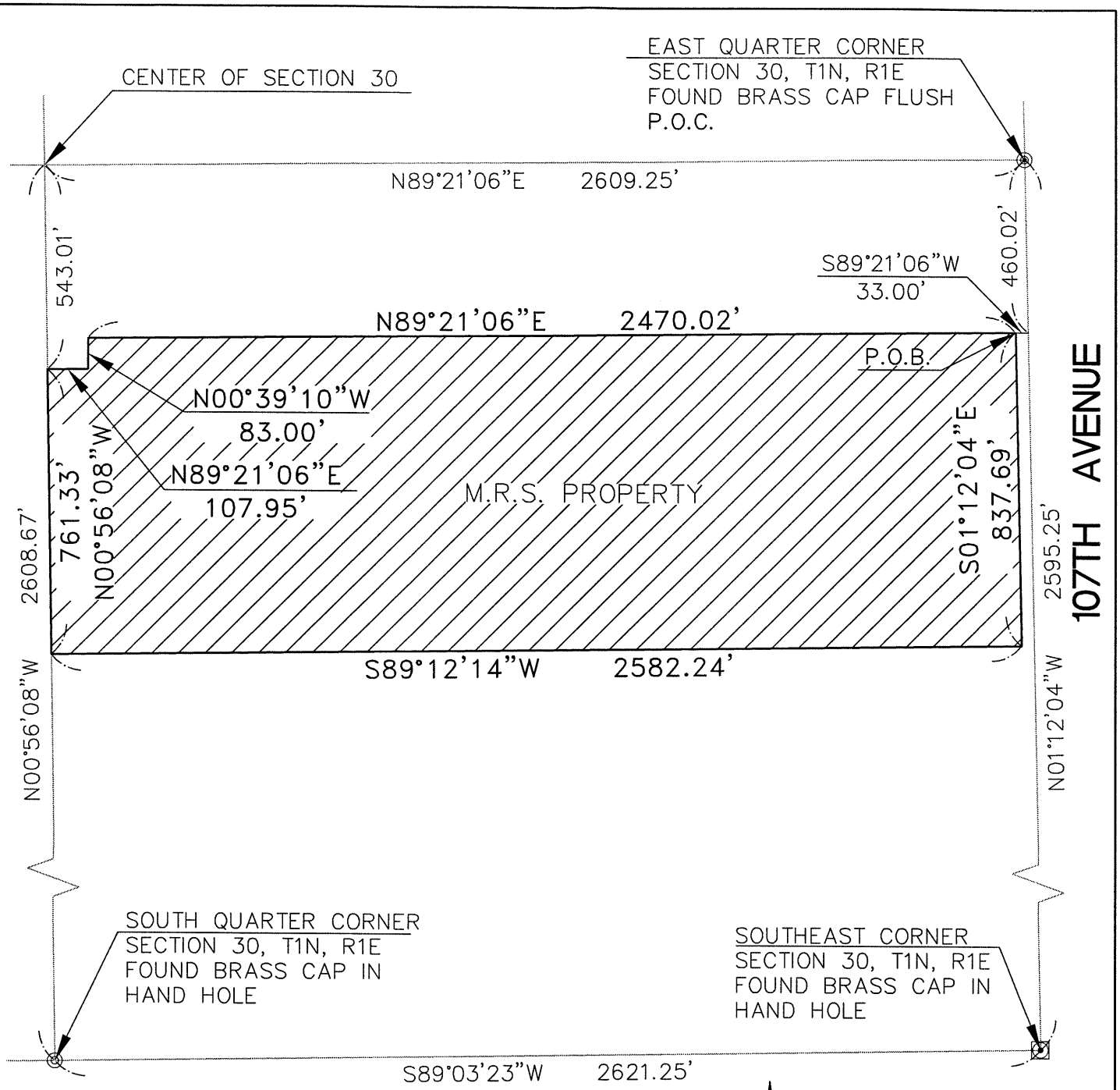
Thence North 00 degrees 39 minutes 10 seconds West a distance of 83.00 feet;

Thence North 89 degrees 21 minutes 06 seconds East a distance of 2470.02 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2,161,037 Sq. Ft. (49.6106 acres) more or less.

Prepared by: CMX, L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, Arizona 85020
Project No. 6966
August 4, 2006

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10421
PETER EDWARD
DEVITT
Date Signed 8/4/06
ARIZONA, U.S.A.



AREA IS 2,161,037 SQ. FT. OR 49.6106 ACRES

CMX PROJ.	6966
DATE:	08/02/06
SCALE:	N.T.S.
DRAWN BY:	CJP
CHECKED BY:	PED

X:\6900\6966\Exhibits\Legals\MRS-ANNEX rev1.dwg 08-03-2006 - 8:58am

M.R.S. PROPERTY

BROADWAY ROAD & 115TH AVENUE
MARICOPA COUNTY, ARIZONA

EXHIBIT "A"

7740 N. 16TH ST. STE.100
PHOENIX, AZ 85020
PH (602) 567-1900
FAX (602) 567-1901
www.cmxinc.com
CMX

Entellus™
2255 N. 44th Street Suite 125
Phoenix. AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
"HILLCREST"
EVERGREEN COMMUNITIES, LLC

Those portions of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The Northeast Quarter of the Southwest Quarter of said Section 30.

The Southeast Quarter of the Northwest Quarter of said Section 30;

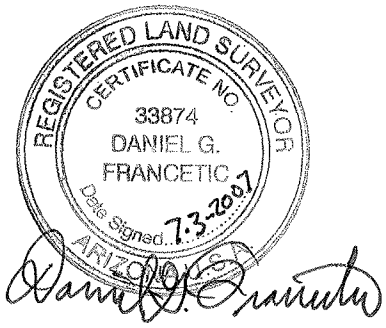
EXCEPT the South 150.00 feet thereof.

The Northeast Quarter of said Section 30;

EXCEPT the East 33.00 feet and South 150.00 feet of said Northeast Quarter.

Containing an area of 9,682,687 SQUARE FEET or 222.284 ACRES, more or less.

See Exhibit "B"



Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

Entellus™
2255 N. 44th Street Suite 125
Phoenix. AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
"HILLCREST"
EVERGREEN COMMUNITIES, LLC

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 6-29-2007
ARIZONA U.S.A.

That portion of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

The Southwest Quarter of the Southeast Quarter of said Section;

EXCEPT the South 208.70 feet of the East 208.70 feet of said Southwest Quarter of the Southeast Quarter;

And also EXCEPT the following described parcel:

BEGINNING at the Maricopa County Engineering Department brass cap found in a hand hole at the South Quarter Corner of said Section, from which the Maricopa County Engineering Department brass cap found in a hand hole at the Southeast Corner of said Section bears North 89 degrees 26 minutes 04 seconds East a distance of 2599.39 feet as shown on "Record of PLSS Subdivision" as found in Book 686 of Maps, Page 43 of the Maricopa County Recorder;

Thence along the West line of said Southeast Quarter, North 00 degrees 13 minutes 06 seconds East a distance of 567.174 feet to a rebar found with cap (RLS 28739) at the Northwest Corner of property as shown on survey recorded in Book 885 of Maps, Page 23 of the Maricopa County Recorder;

Thence along the North line of said property, North 89 degrees 11 minutes 07 seconds East a distance of 230.00 feet to a rebar found with cap (RLS 15336) at the Northeast Corner of said property;

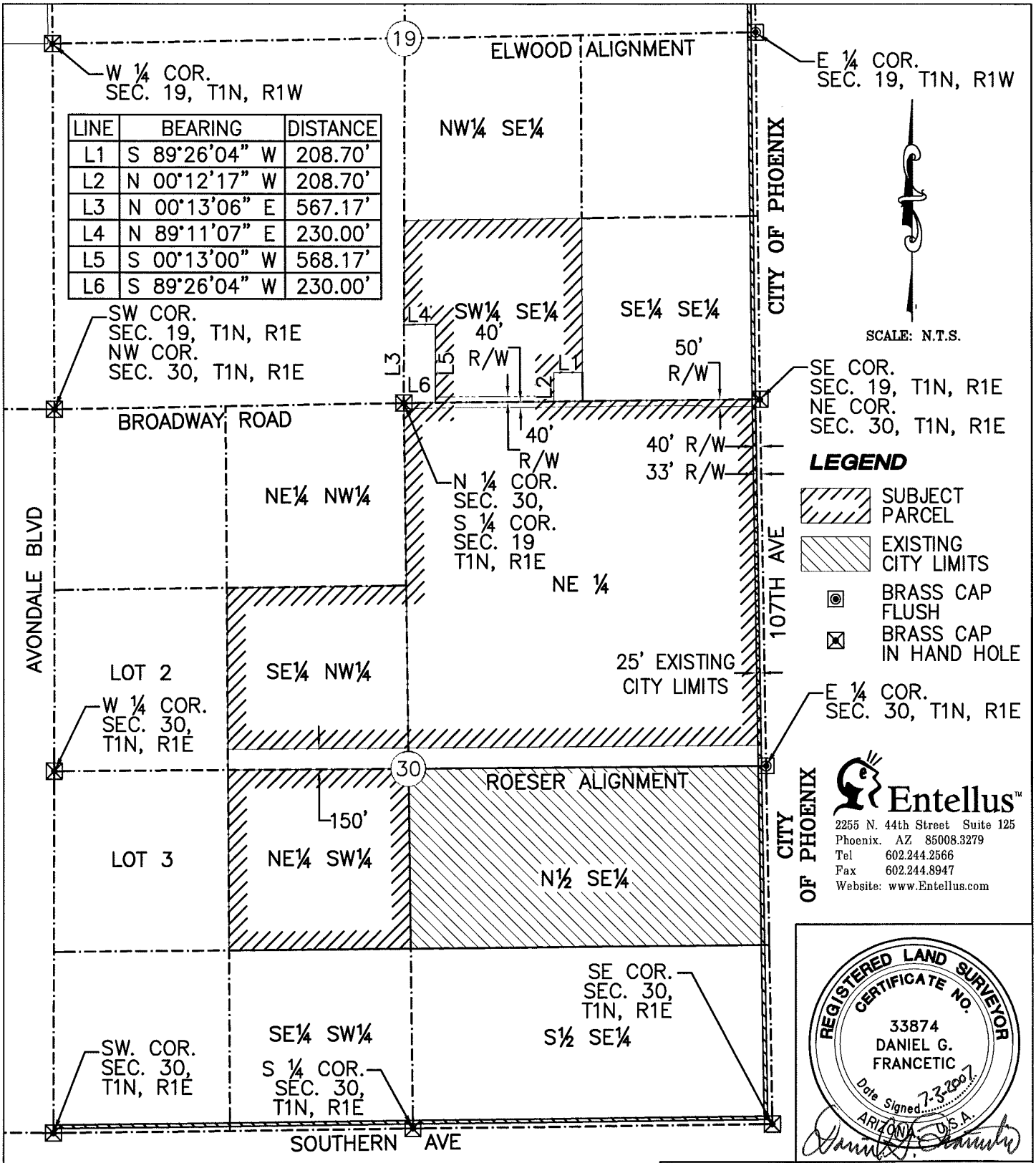
Thence South 00 degrees 13 minutes 00 seconds West a distance of 568.174 feet to a point on the South line of said Southeast Quarter;

Thence along said South line, South 89 degrees 26 minutes 04 seconds West a distance of 230.00 feet to the POINT OF BEGINNING.

Containing an area of 1,535,304 SQUARE FEET or 35.246 ACRES, more or less.

See Exhibit "B"

Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.



LINE	BEARING	DISTANCE
L1	S 89°26'04" W	208.70'
L2	N 00°12'17" W	208.70'
L3	N 00°13'06" E	567.17'
L4	N 89°11'07" E	230.00'
L5	S 00°13'00" W	568.17'
L6	S 89°26'04" W	230.00'

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33874
DANIEL G.
FRANCETIC
Date Signed 7-3-2007
ARIZONA U.S.A.

AREA:

	NORTH PORTION	SOUTH PORTION
SECTION 30:	7964406 S.F 182.838± ACRES	1718281 S.F. 39.446± ACRES
SECTION 19:	1535304 S.F. 35.246± ACRES	

HILLCREST

SECTIONS 19 & 30

T1N, R1E, G. & S.R.B. & M.

EVERGREEN COMMUNITIES, LLC

DATE: 6/29/07	REV'D: __/__/__	
DRAWN BY: DG	CHK'D: DF	PG: 3 OF 3
FILE: P\SS\APROJ\435011 PH3 HILLCREST		

CITY COUNCIL REPORT

SUBJECT:
Discussion Item -- Maintenance of privately-owned parking lots

MEETING DATE:
November 5, 2007

TO: Mayor and Council

FROM: Sammi Curless, Assistant to the Mayor and Council (623)333-1613

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Councilmember Lynch would like to discuss the upkeep and maintenance of privately owned parking lots.

RECOMENDATION:

For Council discussion and direction to City staff.

ATTACHMENTS:

Click to download

No Attachments Available